

## COURT FUNDING AGREEMENT

THIS PROFESSIONAL SERVICES AGREEMENT (hereinafter the Agreement) is made and entered into by and between Nassau County, a political subdivision of the State of Florida (the County), and the Fourth Judicial Circuit of the State of Florida (the Court).

**WHEREAS**, Section 28.24(13)(e), Florida Statutes, mandates a \$4.00 service charge be paid to the Clerk of the Courts for the recording of certain instruments under Section 28.222, Florida Statutes; and

**WHEREAS**, 28.24(13)(e)1., Florida Statutes, directs that \$2.00 of the \$4.00 service charge shall be distributed to the Board to be used exclusively to fund the State Court's court related technology, and court technology needs, as defined in 29.008(1)(f)(2) and (h) (" \$2.00 Technology Fund"); and

**WHEREAS**, court-related technology, and court technology needs, as defined in Section 29.008(1)(f)(2) include "[a]ll computer networks, systems and equipment, including computer hardware and software, modems, printers, wiring, network connections, maintenance, support staff or services;" and

**WHEREAS**, the Courts in Nassau County have a present need for an employee with technology experience to manage and oversee court-related technology, including computer hardware, software, modems, printers, wiring, and network connections; and

**WHEREAS**, the Courts in Nassau County also have a present need for an employee with experience to assist in managing business operations, including billing, budget management, office supplies, and coordinating building and facilities management.

**WHEREAS**, the Courts in Nassau County also have a present need for an employee with experience to support the Teen Court and Law Library functions.

**WHEREAS**, pursuant to Florida Statute, §29.0081, the Court and County may enter into an Agreement under which the County funds personnel to assist in the operation of the Circuit; and

**WHEREAS**, the Court has requested that the County fund services for a

position to serve as Court IT/Business Manager for the Courts in Nassau County from the proceeds of the \$2.00 Technology Fund and general revenue funds; and

**WHEREAS**, by means of this Agreement, the County intends to provide funding for the Court IT/Business Manager from the proceeds of the \$2.00 Technology Fund as requested by the Court and the balance to be paid from the general revenue fund; and

**WHEREAS**, the Court has requested that the County fund services for a position to serve as Teen Court/Law Library Coordinator for the Courts in Nassau County from the proceeds of court related collections and general revenue funds; and

**WHEREAS**, by means of this Agreement, the County intends to provide funding for the Teen Court/Law Library Coordinator from the proceeds of the court related collections as requested by the Court and the balance to be paid from the general revenue fund; and

**WHEREAS**, the funding for the Court IT/Business Manager and Teen Court/Law Library Coordinator positions are provided on a Court fiscal year basis; and

**WHEREAS**, the total amount of the funding shall not exceed 50% of the Court IT/Business Manager and 95% of the Teen Court/Law Library Coordinator salaries plus regular benefits typically provided for county employees (Florida Retirement System, health care, Paid Time Off (PTO) and workers compensation).

**WITNESSETH: IN CONSIDERATION OF** the foregoing Recitals, the mutual covenants and promises set forth herein, and for other good and valuable consideration, the Court and the County (each a Party and together the Parties) hereby agree as follows:

1. The positions are hired, supervised, managed and fired by the Court and its designee. The Court shall create and maintain job descriptions and duties for each position.
2. The provisions of Florida Statutes §29.0081(2)(b) are applicable.
3. The positions terminate upon the expiration of or substantial breach of this Agreement or upon the expiration of County funding for the position.
4. The Court IT/Business Manager position shall be funded equally by proceeds from the \$2.00 Technology Fund and the general revenue fund.

5. The Teen Court/Law Library Coordinator position shall be 95% funded by court related collections and general revenue fund with the remaining to be funded by the Court.
6. The benefits, including health insurance and those set forth in Florida Statutes §29.0081(2)(b), shall be provided through the County, with funding to be based on the approved percent allocations.
7. Only the County's listed Policies & Procedures, as amended from time to time and attached hereto as Attachment "A" shall apply to the positions.
8. The Court IT/Business Manager position shall be classified as an exempt position with the Fiscal Year 2022/23 base salary set at \$68,065.07 (\$32.7236 an hour).
9. The Teen Court/Law Library Coordinator position shall be classified as a non-exempt position with the Fiscal Year 2022/23 base hourly rate set at \$24.9546 (\$51,905.57 annually).
10. Both salaries shall be subject to annual performance reviews completed by the Court and may be eligible for annual merit increases and annual inflationary increases typically provided for county employees by county policies listed in Attachment "A".
11. As both positions have been developed to support the Court operations, both positions shall be excluded from the County's position control roster.
12. Both positions shall be responsible for accurately recording their time worked and/or leave taken for purposes of payroll. Upon completion, payroll records shall be approved by the appropriate Court supervisor and submitted bi-weekly to the County for processing of compensation.
13. If the County funding requested by the Court exceeds a total of \$130,000.00, exclusive of the cost of providing health insurance and other benefits, the parties shall confer and determine the total amount subject to Board approval.
14. If either position is vacated by the current employees (Michelle Watson or Nancy Beasley), the County funding for that position shall terminate unless this agreement has been modified by all parties.

**IN WITNESS WHEREOF**, the Parties have caused this Agreement to be executed on behalf of each.

**DULY ACCEPTED** this 9<sup>th</sup> day of June, 2023.

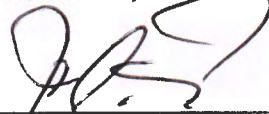
CIRCUIT AND COUNTY COURT  
FOR NASSAU COUNTY,  
FLORIDA



EVE JANOCKO  
TRIAL COURT  
ADMINISTRATOR

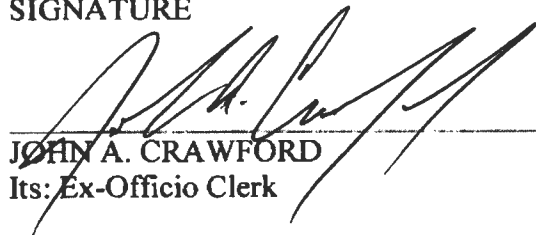
The Board of County Commissioners of Nassau County, Florida, pursuant to Florida Statute §939.185, does hereby approve this funding.

BOARD OF COUNTY  
COMMISSIONERS NASSAU  
COUNTY, FLORIDA

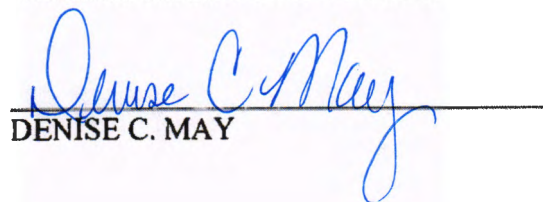


KLYNT FARMER  
Its: Chairman

ATTEST AS TO CHAIRMAN'S  
SIGNATURE

  
\_\_\_\_\_  
JOHN A. CRAWFORD  
Its: Ex-Officio Clerk

APPROVED AS TO FORM BY THE  
NASSAU COUNTY ATTORNEY

  
\_\_\_\_\_  
DENISE C. MAY

## Attachment "A"

**List of Applicable Nassau County, Board of County Commissioner's  
Employee Policies & Procedures**

1. Section 1.07 – Collection & Use of Social Security Numbers
2. Section 1.09 – Retirement
3. Section 1.14 – Pay Stubs, Deductions & Restitution
4. Section 1.15 – Final Paychecks and Payouts Upon Separation
5. Section 4.03 – Paid Time Off (PTO)
6. Section 4.04 – Donation of Leave
7. Section 5.01 – Family Medical Leave
8. Section 6.01 – Holidays Observed
9. Section 7.01 – Military Leave
10. Section 7.02 – Civil Leave
11. Section 7.03 – Leave Without Pay
12. Section 7.04 – Bereavement Leave
13. Section 7.05 – Domestic Violence Leave
14. Section 8.01 – Pay Structure
15. Section 8.02 – Performance Appraisals & Salary Increases
16. Section 8.07 – Overtime and Compensatory Time
17. Section 8.12 – Longevity Pay
18. Section 9.01 – Health Insurance
19. Section 9.02 – Employee Assistance Program (EAP)
20. Section 9.03 – Health Benefits for Retirees
21. Section 9.04 – COBRA
22. Section 10.01 – Education Reimbursement
23. Section 11.01 – Employee Records
24. Section 12.01 – Safety
25. Section 12.02 – Medical Treatment Under Worker's Compensation
26. Section 15.01 – Reduction in Force