

**Lee County Board Of County Commissioners
Agenda Item Summary**

Blue Sheet No. 20060659

1. ACTION REQUESTED/PURPOSE: Approve the Interlocal Agreement between Lee County and the Administrative Office of the Courts, Twentieth Judicial Circuit, pursuant to Florida Statutes, Sections 29.008 and 29.0081; and approve the use of the County's Federal Employer Identification Number (FEIN) by Court Administration for those positions funded by the County, for federal and state reporting purposes only.

2. WHAT ACTION ACCOMPLISHES: Approval of the Interlocal Agreement would supersede Lee County Resolution No. 92-09-51, "Agreement and Guidelines Between Lee County and Court Services". Additionally, agrees to the transfer of Court Administration from the Clerk of Courts FEIN to Lee County's FEIN.

3. MANAGEMENT RECOMMENDATION: Approve Interlocal Agreement and use of Lee County's FEIN by Court Administration.

4. Departmental Category: 12 **A12A** **5. Meeting Date:** 05-30-2006

6. Agenda: <input checked="" type="checkbox"/> Consent <input checked="" type="checkbox"/> Administrative <input type="checkbox"/> Appeals <input type="checkbox"/> Public <input type="checkbox"/> Walk-On	7. Requirement/Purpose: (specify) F.S. 29.008 & 29.0081		8. Request Initiated: Commissioner Department: County Attorney Division: General Services By: Andrea R. Fraser, Chief Assistant County Attorney
	<input checked="" type="checkbox"/> Statute	<input type="checkbox"/> Ordinance	
	<input type="checkbox"/> Admin. Code	<input type="checkbox"/> Other	
	<input checked="" type="checkbox"/> Other		

9. Background:

On September 30, 1992 the Board of County Commissioners (BOCC) approved Resolution No. 92-09-51, (Attached) which exempted Court Administration from following BOCC policies and procedures for funding provided by the BOCC. Along with the exemption, the fiscal transactions were moved from the BOCC's financial system, to the Clerk of Courts financial system.

With the changes to funding requirements pursuant to Article V, the Resolution is obsolete and required updating.

ATTACHMENTS: (3) Original Interlocal Agreements Between Administrative Office of the Courts of the Twentieth Judicial Circuit and Lee County.

Lee County Resolution No. 92-09-51 "Agreement and Guidelines Between Lee County and Court Services"

10. Review for Scheduling:

Department Director	Purchasing or Contracts	Human Resources	Other	County Attorney	Budget Services				County Manager/P.W. Director
					Analyst	Risk	Grants	Mgr.	
					5/18/06	5/18/06	5/18/06	5/18/06	

11. Commission Action:

- Approved
- Deferred
- Denied
- Other

RECEIVED BY COUNTY ADMIN: *AK*
5-17-06
4:35
COUNTY ADMIN FORWARDED TO: *PR*
5/18/06
AK

CO. ATTY. FORWARDED TO:
Admin 5/18/06

**INTERLOCAL AGREEMENT
BETWEEN ADMINISTRATIVE OFFICE OF THE COURTS OF THE TWENTIETH
JUDICIAL CIRCUIT AND LEE COUNTY**

This Interlocal Agreement is made and entered into this ____ day of _____, 2006, by and between **LEE COUNTY**, a political subdivision and charter county of the State of Florida, acting by and through its Board of County Commissioners, the governing body thereof, (hereinafter "County") and the **ADMINISTRATIVE OFFICE OF THE COURTS OF THE TWENTIETH JUDICIAL CIRCUIT OF THE STATE OF FLORIDA** (hereinafter "AOC"), and collectively, "the Parties" hereto.

WHEREAS, the Board of County Commissioners is the governing body in and for Lee County; and

WHEREAS, the County is duly empowered pursuant to Florida Statutes, Section 163.01 to enter into Interlocal Agreements for the sharing of certain governmental powers and obligations; and

WHEREAS, the Court Administrator has the authority to enter into agreements on behalf of the Twentieth Judicial Circuit pursuant to Florida Statutes, Section 43.26(2)(f) and Administrative Order 2.24; and

WHEREAS, pursuant to Florida Statutes, Section 29.008(2), Counties are required to pay the reasonable and necessary salaries, costs, and expenses of the state court system, including associated staff and expenses, to meet local requirements, and pursuant to Article V of the Florida Constitution; and

WHEREAS, on or before June 1st of each year, the Chief Judge will submit to the County a tentative budget request for local requirements for the ensuing fiscal year; and

WHEREAS, the County and AOC agree that certain funding will be provided, subject to the County's funding availability, for the operation and management solely for local requirements within Lee County; and

WHEREAS, pursuant to Florida Statutes, Section 29.008(1)(e)(f) 2., and (h) the Parties desire that AOC administer such functions for the Justice Center and Annex, as identified in AOC Administrative Order 2.7, and be funded by the County, excluding bailiff coverage which will continue to be provided by the Lee County Sheriff; and

WHEREAS, the local requirements funded by the County and administered by AOC, is attached hereto as Exhibit "A", will be updated regularly to reflect any subsequent changes, and will be collectively referred to herein as "Court Programs"; and

WHEREAS, pursuant to Florida Statutes, Section 29.008(2), the County will annually review the budget request and financial appropriations provided to the AOC for the Court Programs listed in Exhibit "A"; and

WHEREAS, pursuant to Florida Statutes, Section 29.008(2)(d) and 29.0081, the County and AOC desire to enter into this Interlocal Agreement setting forth the Parties' administrative and fiscal responsibilities.

NOW THEREFORE, the Parties in consideration of the mutual covenants contained herein, agree as follows:

SECTION I **PURPOSE**

It is the purpose and intent of this Agreement to define the terms and conditions under which the County will provide to AOC, the funding herein described for operation and management of the "Court Programs" pursuant to Florida Statutes, Section 29.008.

All terms and conditions of this Agreement will be interpreted in a manner consistent with, and in furtherance of, the purpose as set forth above.

SECTION II **ADMINISTRATION OF COURT PROGRAMS AND SECURITY**

The County and AOC agree that AOC is exclusively responsible for the operation and management of Court Programs and County-funded Court Employees without input from, control by, or interaction with the County, except as otherwise set forth in this Agreement.

SECTION III **BUDGET**

- A. Pursuant to Florida Statutes, Section 29.008 and any other applicable law, the AOC will prepare a proposed annual budget for the operation and management of the Court Programs. AOC agrees to submit its budget in accordance with the County's time schedules and general budget guidelines.
- B. Funding for Court Programs will include costs for internal services. Internal services will include but are not limited to utilities, building maintenance, janitorial services, intergovernmental service charges related to the operation and management of the Court Programs as required by law. Budget Services will budget for internal services costs and place AOC's prorata portion in AOC's Support Program Account.
- C. Subject to funding availability, annually, the County will include in its adopted budget a single appropriation (the "Annual Appropriation") for the purposes of funding this Agreement. The Annual Appropriation shall be administered by AOC under the direction and control of the Chief Judge of the Twentieth Judicial Circuit pursuant to Florida Statutes, Sections 29.008 and 43.26, Rule 2.050 of the Florida Rules of Judicial Administration and such other statutes or rules related to the administration and jurisdiction of the courts.
- D. The AOC agrees to establish and maintain separate line-item accounts for each of the Court Programs, using a uniform classification of accounts as required by Florida Statutes, Section 218.33.
- E. Disbursement of the Annual Appropriation to a special revenue fund designated for AOC Operations will occur at the beginning of each fiscal year. Grants and other non-operating funds under AOC control will be accounted for in a sub-fund of AOC Operations. Anticipated grant award monies for local requirement matches will not be submitted as part of AOC's

annual budget request. Any and all grant application or grant award for local requirement match will require County approval. Upon receipt of any grant award, AOC's budget will be increased accordingly through County action, reflecting those grant dollars awarded.

- F. Subject to the availability of funding, the County will be responsible for funding the operations of the Court Programs, as provided by law; and the County will be responsible for all financial reporting requirements of the State of Florida related to the Annual Appropriation.
- G. Pursuant to The Florida Constitution, Article V., Section 16 and Florida Statutes, Section 28.12, the Lee County Clerk of Circuit Court (herein "Clerk") will perform accounting services pursuant to this Agreement, including but not limited to:
 - 1. Act as the receiving and disbursing agent for accounts payable, accounts receivable, and payroll for the AOC accounts in compliance with Federal, State and Local law; and
 - 2. Prepare and submit the financial statements to meet the financial reporting requirements of the State of Florida. AOC will provide any necessary information and promptly cooperate with the Clerk in preparing such financial statements and reports.
 - 3. Custodian of all County funds.
- H. All unexpended funds, whether revenues or expenses, and interest earnings from each fiscal year will be retained by the County, except as otherwise specified by law.
- I. All current and future fixed assets acquired or maintained by the AOC and funded by the County pursuant to this Agreement shall remain the property of the County, unless otherwise specified by law. The fixed assets must be

properly maintained by AOC. AOC will insure fixed assets purchased with County funds are properly inventoried and those fixed assets that qualify should be placed on the County's fixed asset system.

- J. Effective October 1, 2006, any revenues generated in AOC accounts established by the Board of County Commissioners for use by the AOC are considered County funds, except as otherwise specified by law.

SECTION IV EXPENSES

The AOC shall bear sole responsibility for the timely payment of all outstanding obligations incurred by the AOC.

SECTION V INSURANCE

- A. The AOC may elect to participate in all benefits plans offered by the County. The AOC shall include in its annual budget submission adequate funds for such benefits plans program.
- B. The AOC shall include in its annual budget submission adequate funds for its property, casualty, and malpractice insurance requirements, if any. Coverage will be provided through the AOC's carrier(s) of choice.
- C. Effective October 1, 2006, AOC shall be liable for their own automobile liability and physical damage insurance; error and omission; employee benefits liability; accidental death and dismemberment (ADD); liability insurance for "correctional probation officers" subject to Florida Statutes, Section 112.19; comprehensive general liability; and workers' compensation insurance as necessary as attached in Exhibit "B". The AOC shall purchase property insurance in order to protect the assets provided to them by the County. Coverage shall be "All Risk" with limits equal to one hundred percent (100%) of the replacement cost of the improvements and betterments, and/or contents owned by AOC or assigned by the County.

- D. Pursuant to this Agreement, any vehicle in custody of AOC but owned by the County will be leased to AOC under separate agreement.

SECTION VI PURCHASING

- A. The AOC is exempt from all County purchasing policies and will be solely responsible for ensuring that all purchasing of goods or services funded by the County is conducted in accordance with applicable State and Federal laws.
- B. Because the AOC is currently using the County's Federal Employer Identification Number (FEIN) only for AOC's convenience and at its request, and therefore pursuant to this Agreement the County agrees to setup and maintain the vendor files for AOC, subject to the appropriate Vendor/Bidder Application and/or Bidder/Consultant/Contractor Application and W-9 form being completed.
- C. The AOC will negotiate a credit card contract for expenses related to this Agreement. As such:
 - 1. Florida sales tax will not be paid on purchases using the credit card.
 - 2. Unauthorized purchases must be either returned, credit requested or paid by the responsible employee prior to payment of the credit card's invoice.
 - 3. Personal use of the card will not be permitted.
 - 4. The card will not be used for services until the appropriate 1099 reporting criteria can be automated within the Clerk's financial system.
 - 5. The authorized credit card holder must agree in writing to allow a payroll deduction for any personal or unauthorized purchases using their AOC card.
 - 6. The card will not be used to purchase any item that would be classified as fixed asset under Chapter 274, Florida Statutes.

SECTION VII **HUMAN RESOURCES**

- A. Pursuant to Florida Statutes, Section 29.0081, the County and AOC agree that funding for AOC personnel positions is provided on the County's fiscal-year basis; and that all personnel whose employment is funded under the Annual Appropriation are the sole employees of the AOC; and those AOC employees are subject only to AOC's personnel policies including hiring, supervision, management, discipline and termination.
- B. The positions terminate upon the expiration of, or substantial breach of, this Agreement or upon the expiration of County funding for the positions.
- C. The AOC shall maintain current personnel policies compliant with federal, state and local laws, and consistent with this Agreement.
- D. Pursuant to this Agreement, the County agrees to fund certain AOC employee-related expenses including salaries and benefits, but County does not control, manage, hire or fire any of AOC's employees. The AOC shall have exclusive authority relating to the work of such employees, including hours of work, leave, and other matters. All employees of the judicial circuit and whose employment is funded under this Agreement are hired, supervised, managed, and fired by AOC.
- E. The AOC will include in its annual budget submission, estimated employee tax payments for Social Security, Medicare, unemployment insurance and retirement contributions for all employees administered by the AOC under this Agreement.
- F. According to the requirements of the U.S. Employment Opportunities Commission (EEOC), AOC employees and applicants for positions will be recorded monthly and reported quarterly to the Board of County Commissioners for inclusion annually as part of the Lee County workforce that comes under the Board of County Commissioners.

SECTION VIII INDEPENDENT CONTRACTOR

It is the Parties intention that the AOC is an independent contractor and not County's employees for all purposes, including, but not limited to, the application of the Fair Labor Standards Act minimum wage and overtime payments, and Florida Worker's Compensation Law. AOC will retain sole and absolute discretion in the judgement of the manner and means of carrying out the activities and responsibility hereunder. AOC agrees that it is a separate and independent enterprise from the public employer that it had made its own investment in its business, and will utilize a high level of skill necessary to perform the work. This Agreement shall not be construed as creating any joint employment relationship between AOC and the County, and the County will not be liable for any obligation incurred by AOC, including but not limited to unpaid minimum wages and/or overtime premiums.

SECTION IX STATUTE CHANGES

The references in this Agreement to specific Statutes will include the current law and any subsequent amendments.

SECTION X AMENDMENTS

This Agreement may be amended or modified only with the expressed consent of both Parties and executed with the same formality and dignities as this original Agreement.

SECTION XI EFFECTIVE DATE; TERM; TERMINATION

This Interlocal Agreement will become effective on the 2nd day of October, 2006, and continue through the 30th day of September, 2007. This Agreement will automatically renew for one-year periods, from the County's fiscal year to fiscal year, unless terminated by either the County or the AOC by written notice, via certified mail, thirty (30) days prior to the end of each fiscal year. Upon such termination the County will retain all unused funds, except as otherwise specified by law.

The foregoing Interlocal Agreement was adopted by the Lee County Board of County Commissioners upon a motion by Commissioner _____, and seconded by Commissioner _____ and, upon being put to a vote as follows:

BOB JANES	_____
DOUGLAS ST. CERNY	_____
RAY JUDAH	_____
TAMMARA HALL	_____
JOHN E. ALBION	_____

DULY PASSED AND ADOPTED THIS _____ day of _____, 2006.

ATTEST: CHARLIE GREEN
CLERK OF COURTS

BOARD OF COUNTY COMMISSIONERS
OF LEE COUNTY, FLORIDA

BY: _____
Deputy Clerk

BY: _____
Tammara Hall, Chairwoman

APPROVED AS TO FORM:

BY: _____
Office of the County Attorney

ADMINISTRATIVE OFFICE OF
THE COURTS OF THE
TWENTIETH JUDICIAL CIRCUIT
OF THE STATE OF FLORIDA

Lisa Kiesel
[1st Witness' Signature]

BY: Hugh D. Hayes
Honorable Hugh D. Hayes
Chief Judge

Lisa Kiesel
[Type or Print Name]

Lisa Kiesel [Signature]
[2nd Witness' Signature]

BY: L. Caron Jeffreys
L. Caron Jeffreys
Court Administrator

Lisa Kiesel Rebecca Callanan
[Type or Print Name]

5-16-06
[Date]

STATE OF FLORIDA }
COUNTY OF LEE }

The foregoing instrument was signed and acknowledged before me this 16th day of May 2006, by Hugh D. Hayes and L. Caron Jeffreys who produced the following as identification _____ or is personally known to me, and who did/did not take an oath.

[stamp or seal]



Sandra D. Harkey
MY COMMISSION # DD178928 EXPIRES
March 11, 2007
BONDED THRU TROY FAIN INSURANCE, INC.

Sandra D. Harkey
[Signature of Notary]

Sandra D. Harkey
[Typed or Printed Name]

EXHIBIT "A"

Court Programs

ADMIN OFFICES OF THE COURT

- Court Administration
- Circuit Criminal-Court Appointed Counsel
- Circuit Juvenile-Court Appointed Counsel
- Court Security
- Public Guardian

TECHNOLOGY

- Court Technology
- CJIS

PUBLIC LAW LIBRARY

- Law Library Operating

CRIMINAL CASE MANAGEMENT

- Pretrial Services
- Probation

CIVIL CASE MANAGEMENT

- Citizens Dispute
- Dispute Mediation
- Mediation Ordinance
- Family Court Services
- Family Court Services-Pro Se
- Domestic Violence
- Juvenile Arbitration
- Teen Court

EXHIBIT "B"

1. MINIMUM INSURANCE REQUIREMENTS:

Risk Management in no way represents that the insurance required is sufficient or adequate to protect the AOC's interest or liabilities, but are merely minimums.

- a. Workers' Compensation - Statutory benefits as defined by Florida Statutes 440 encompassing all operations contemplated by this contract or agreement to apply to all owners, officers, employees and volunteers regardless of the number of employees. Employers' liability will have minimum limits of:

\$500,000 per accident
\$500,000 disease limit
\$500,000 disease limit per employee

- b. Commercial General Liability - Coverage shall apply to premises and/or operations, products and/or completed operations, independent contractors, contractual liability and employers practice liability exposures with minimum limits of:

\$1,000,000 bodily injury per person (BI)
\$2,000,000 bodily injury per occurrence (BI)
\$100,000 property damage (PD) or
\$2,000,000 combined single limit (CSL) of BI and PD

- c. Business Auto Liability - The following Automobile Liability will be required and coverage shall apply to all owned, hired and non-owned vehicles use with minimum limits of:

\$1,000,000 bodily injury per person (BI)
\$2,000,000 bodily injury per occurrence (BI)
\$1,000,000 property damage (PD) or
\$2,000,000 combined single limit (CSL) of BI and PD

Purchase of Automobile Physical Damage insurance for all vehicles, with not more than a \$500 deductible for Collision and or Comprehensive per loss.

NOTE: *The required limit of liability shown in Major Contracts: 1.a; 1.b; 1.c; may be provided in the form of "Excess" or "Commercial Umbrella Insurance Policies." In which case, a "Following Form Endorsement" will be required on the "Excess Insurance Policy" or "Commercial Umbrella Policy."*

- d. Blanket Accidental Medical – Coverage shall apply to individuals within Community Services Program and cover while he or she is participating sponsored program activities while on the premises designated by and under the direct supervision of the AOC or County. Accidental medical and Dismemberment benefits may be primary or excess and subject to \$500 deductible per loss, but provide total benefit not less than \$5,000 per participant with an accidental death and dismemberment aggregate limit on less than \$500,000.
- e. Blanket Accidental Death and Dismemberment – Coverage for all parole office of Court Admin in order to comply with Statutes 112.19 & 112.191, as it may be amended.

2. **VERIFICATION OF COVERAGE:**

Ten (10) days prior to the commencement of any work under this Agreement, a certificate of insurance will be provided to the County Risk Manager for review and approval. The certificate shall provide for the following:

- a. ***“Lee County, a political subdivision and Charter County of the State of Florida, its agents, employees, and its public officials,” will be named as an Additional Insured on the General Liability and Business Automobile Liability Insurance policies.***
- b. Lee County will be given thirty (30) days notice prior to cancellation or modification of any stipulated insurance. Such notification will be in writing by registered mail, return receipt requested and addressed to the Risk Manager:

Risk Manager
P.O. BOX 398
Fort Myers, Florida 33902

RESOLUTION 892-09-51

WHEREAS, Court Services desires to manage its operational responsibilities without support or interaction with Lee County Board of County Commissioners' policies or procedures.

WHEREAS, Lee County Board of County Commissioners will, through the attached criteria, will maintain its purview with Court Services.

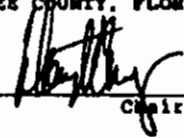
NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF LEE COUNTY, FLORIDA, that Court Services manage its operational and fiscal responsibilities in accordance with the guidelines as set forth in the attachment.

The foregoing Resolution was offered by Commissioner Manning, who moved for its adoption. The motion was seconded by Commissioner Lopez-Wolfe, and upon being put to a vote, the vote was as follows:

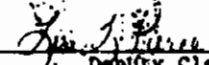
Douglas St. Cerny	<u>Aye</u>
Vick Lopez-Wolfe	<u>Aye</u>
John Manning	<u>Aye</u>
Donald Blisher	<u>Aye</u>
Ray Judah	<u>Aye</u>

Duly adopted by the Board of County Commissioners this 30th day of September, 1992.

BOARD OF COUNTY COMMISSIONERS
LEE COUNTY, FLORIDA


Chairman

ATTEST:
CHARLIE GREEN, Ex-Officio Clerk

By: 
Deputy Clerk

(2105M)

APPROVED AS TO FORM


OFFICE OF COUNTY ATTORNEY

W.O. 63
9-30-92

7 6

09

GUIDELINES

1. **EXPENSES**

A. A single line item will be budgeted to expend the monthly disbursement to Court Services.

B. Disbursements will be made on a monthly basis of 1/12 of the total disbursement excluding funds for capital outlay. The specific date that monthly disbursements are to be made will be determined administratively and may vary from fiscal year to fiscal year. Funds allocated for capital outlay will be disbursed in the first week of November. In the month of January, a disbursement for January and September will be made with no disbursement being made in September. These disbursements apply General fund expenditures. As the Courts have a number of special revenue funds, these will be treated as identified below.

1. Criminal Justice Trust Fund (currently Fund 110) will be transferred to the Clerk of Circuit Court, along with the required reporting to the State of Florida.

The revenues associated with the fund will be used to reimburse the Board of County Commissioners' General Fund for expenditures as defined in Section 27.3455 of the Florida Statutes on a monthly basis.

2. Arbitration and Mediation Fund (currently Fund 123) will be transferred to the Clerk of Circuit Court, along with any required reporting.

3. Responsibility for reporting to the State, the Statement of Conflict Counsel Expenses and Costs Form as defined in Section 925.037 (5) (b) will be transferred to the Court Administrator. The reimbursement from the state associated with this form will be deposited in the Board of County Commissioners' General Fund.

C. The Court Services costs are to be paid from the Court Services draw and not to be considered costs of the Clerk of Circuit Court in any manner.

D. All unexpended funds and interest earnings from each fiscal year will be returned to the Board of County Commissioners.

II. REVENUES

All revenues will continue to be deposited into the General Fund. In addition the transfers from the Criminal Justice fund will also be reflected as a revenue to General Fund.

III. BUDGET DEVELOPMENT AND MONITORING

As budgets are developed, Court Services will provide to the Board of County Commissioners, for review and revision, their annual budget. The budget will be presented in a program format with line item expenditures identified with actual prior year expenditures, current year budget, current year estimated expenditures and proposed budget. Positions, the number, classification and salaries of, will also be provided.

Court Services will also, upon notification by the County, budget for and pay for any and all internal services provided to them by the County.

Court Services will provide quarterly expenditure reports to the County by program and line item expenditures.

Amendments which increase or decrease the budget will be approved by the Board of County Commissioners. Any budget action which changes the use of funds between the categories of personnel (object code 1XXX and 2XXX), operating (object code 3XXX, 4XXX, 5XXX), capital outlay (object code 6XXX), and other (object code 7XXX, 8XXX, 9XXX), but do not increase or decrease the total budget, will be included in the quarterly report.

IV. INSURANCE

Court Services will also budget and for and be provided all insurances for employee benefits (health, dental, disability, life) and for property, casualty, and workers compensation through the County insurance program unless otherwise agreed to with the Board.

V. PURCHASING

Court Services will be exempted from all County purchasing policies and will conduct fiscal activities in accordance with applicable Florida statutes.

VI. HUMAN RESOURCES

A. Court Services will be exempted from all County Personnel Policies and Procedures and will conduct personnel actions in accordance with applicable Florida Statutes, State and Federal laws.

B. Human Resources will no longer provide the following services to Court Services employees and Court Services employees will be notified in writing of the following changes:

1. Advertising, screening, interviewing, and new hire paperwork for vacancies.
2. Maintenance of personnel files.
3. Employee Relations service.
4. Inclusion in the pay plan.
5. Performance evaluation system.
6. Length of Service Awards or other recognition programs.
7. Tuition reimbursement program.
8. Sick leave transfer program.
9. Retirement counseling.
10. Health Assessment and Occupational Health Services

VII. EQUAL OPPORTUNITY

A. Record Keeping and Annual Reporting Requirements

1. Even though, as a matter of policy, employees of Court Services have been recognized by County Administration as an independent organizational entity staffed and funded in part by the Board of County Commissioners, Court Services in its current form does not meet the EEOC definition of a "Constitutional" office. Court Services employees and applicants for positions must be recorded monthly and reported annually as a part of the Lee County workforce that comes under the jurisdiction of the Board of County Commissioners according to the requirements of the U.S. Equal Employment Opportunities Commission (EEOC).
2. Operating separately may exempt Court Services from abiding by County policies and procedures. The separation however, does not release the Board of County Commissioners from its requirements to report the County's total workforce composition to the U.S. EEOC. Public entities that employ 15 or more employees are required by the EEOC to submit an annual workforce report.

B. The following alternatives appear feasible to ensure the Board of County Commissioners' compliance with current U.S. EEOC record keeping requirements for public entities:

1. Court Services will need to maintain an EEO applicant log to capture and retain EEO statistics on persons applying for or holding County funded positions within Court Services. The EEO applicant flow data should be collected and kept separate from the actual application used to make hiring decisions. Documentation related to interviewing, selection data, new hire data and disciplinary information, will have to be maintained in accordance with applicable state and federal record keeping requirements that apply under state and federal law.
2. The Court Administrator may submit an annual EEO-4 Report to the EEOC as an addendum to the County's annual report for those employees who technically are a part of the Board of County Commissioners workforce. The County-wide report with specified format and reporting requirements are usually received from the EEOC in August of each year and covers the yearly period from July 1st through June 30th. The Court Administrator should receive a copy of the report in order to comply with the reporting requirements of the Board of County Commissioners for employees that, as a matter of policy, will come under the control of the Court Administrator.
 - a. The function where Court Services is normally included on the annual EEO-4 Report will indicate by notation that the Court Administrator is responsible for the submission of a separate report to comply with the U.S. EEOC requirements that apply to the Board of County Commissioners.
 - b. The Office of Equal Opportunity may, if requested, assist Court Services in setting up monthly workforce reports that gather information needed to submit the annual EEO-4 Report.
3. The Office of Equal Opportunity will no longer be responsible for answering administrative formal charges of discrimination filed against Court Services by state or federal fair employment practice regulatory agencies; informal complaints will also not be investigated by the Office of Equal Opportunity but will be referred to the Court Administrator.

4. Employees of Court Services will have standing to file formal charges of discrimination against Court Services under the County Ordinance which may be investigated by the Office of Equal Opportunity, Anti Discrimination Program; the same right applies to applicants for employment to Court Services.
5. Court Services will be responsible for identifying discriminatory practice issues and affecting appropriate remedy (i.e., handicap/disabled accommodations, monetary liability, settlement alternatives, etc.) in order to comply with all applicable state, local and federal discrimination laws. Court Services will also provide training to employees and supervisors as required or necessary to comply with equal opportunity laws.
6. The County Attorney's Office shall determine if Court Services is subject to the provisions of the Board of County Commissioners, Affirmative Action Plan or should, if necessary, develop one of their own to comply with any applicable federal or state laws.
7. Court Services will be responsible for developing an American with Disabilities Act Transition Plan, and ensuring compliance with accessibility, employment, benefit and service program requirements.

VIII. FINANCE AND PAYROLL

- A. A one-twelfth monthly draw of total line item budget provided for the Court Services' operations (including court-ordered costs) will be paid to the Clerk of Circuit Court, along with the Clerk's monthly draw via wire transfer to the Clerk's depository.
- II. The Court Services will maintain a separate payroll which will be processed in the current manner, with the following exceptions:
 1. The payroll financial system will not utilize a position control facility which enabled a position to be distributed to more than one budgetary account.

2. The Court Administrator will provide a policy and procedure guideline to the Finance Division for administering employee pay and benefits.
3. The Court Services personnel will be paid in a separate pay cycle biweekly, beginning October 14.
4. The Clerk of Circuit Court will monitor and deposit with the respective agencies all the payroll taxes and employee benefits.

C. All Court Services' fixed assets will be transferred to the proper department/division under the Clerk of the Circuit Court.

IX. This Agreement is subject to revision and approval by the Board of County Commissioners and the Court Administrator.

(1850M)