

MEMORANDUM OF AGREEMENT BETWEEN

**THE CLAY COUNTY SHERIFF
AND
CLAY COUNTY**

SECURITY SERVICES AT THE ADMINISTRATION BUILDING

This Memorandum of Agreement (“MOA”) is entered into this ____ day of September, 2024, between Michelle Cook in her official capacity as the Sheriff of Clay County, Florida (the "Sheriff") and Clay County, a political subdivision of the State of Florida (the “County”).

I. PURPOSE.

This MOA covers the stationing and duties of a full-time deputy sheriff at the County’s Administration Building which is also the headquarters of the Clay County Board of County Commissioners, located at 477 Houston Street, Green Cove Springs, Florida 32043.

II. ORGANIZATIONAL CONTROL

a) Normal Assignment.

The deputy will be assigned by the Sheriff specifically for duties under this MOA. The deputy will report to the Administration Building. Normal duties will be as set forth in Post Order 09, which is on file with the Clay County Sheriff’s Office (“CCSO”) and incorporated herein by reference.

b) Law Enforcement Action.

If the deputy is required to take law enforcement action, the deputy will conduct himself or herself in accordance with CCSO General Orders, Standard Operating Procedures, and Post Order 09.

c) Emergency Recall.

The deputy is subject to recall and assignment by the Sheriff in the event of an emergency. Such a recall may be initiated only by a Director or higher authority, and notice will be provided to the County as soon as practicable. The deputy will follow the orders and directions of the CCSO supervisor in charge of his or her assignment.

d) Complaints against the Deputy.

In accordance with Florida Statutes Chapter 112 Part VI and Clay County Code Section 2-208(d), any complaints against a deputy will be referred to the Clay County Sheriff’s Office.

III. DUTIES AND HOURS OF OPERATION

a) Duties.

Normal duties will be as outlined in Post Order 09. One deputy will be present during the agreed hours. No additional duties may be assigned other than by CCSO supervisory personnel.

b) Hours of Operation.

- i. The County's Administration Building is open to the public from 8:30 AM to 5:00 PM, Monday through Friday, holidays excluded. This is a period of forty-two and one-half (42.5) hours. Under this MOA, the County is contracting for forty (40) hours of coverage (8 hours per day) during hours open to the public.
- ii. It is understood and agreed that for thirty (30) minutes each day, the deputy will not be present at the County's Administration Building. It is also understood that if the deputy assigned to the position is unavailable for duty on any day, the hours normally worked by the deputy will be covered by another deputy.

IV. PAY, EQUIPMENT, AND LIABILITY INSURANCE

a) Salary, Benefits, and Retirement.

- i. The deputy is an employee of CCSO. The starting hourly rate of a full-time deputy is \$19.73.
- ii. The deputy will be eligible to receive Florida Retirement System (FRS) benefits as a high-risk employee, as established by the State of Florida.
- iii. The deputy is eligible for health insurance, or other such benefits afforded to full-time employees. The deputy is covered by worker's compensation benefits provided by the County while on duty.
- iv. The County will provide funds to the Sheriff to cover the costs and applicable FICA taxes in items (i) and (ii) above for one (1) full-time deputy to perform the duties in this MOA. Costs for insurance under item (iii) above are paid separately by the County and are not funded under this MOA.
- v. All costs for the full-time deputy are reflected and included in the total amount as set forth and itemized in section V. Funding and Use of Funds.

b) Equipment.

- i. The deputy will receive the same uniforms and equipment as other deputies employed by Sheriff.
- ii. The County will provide funds to the Sheriff to cover the costs of equipment and uniforms provided to the deputy.

c) Liability Insurance

The CCSO is insured through the Florida Sheriffs Self-Insurance Fund. This insurance will provide coverage for the deputy while engaged in law enforcement duties.

V. FUNDING AND USE OF FUNDS.

The appropriations, as itemized below, except for the Insurance line item which is paid separately by the County, are included in the Sheriff’s FY2024-2025 budget for Fund (FD) 1002 – Cost Center (CC) 1216 – Spend Category (SC) 516200.

Budget	Expense Description	Amount
Judicial Division FD1002 – CC1216 – SC516200	Salary	\$41,044.43
	Insurance	\$10,703.40
	Taxes	
	Medicare (1.45 %)	\$595.14
	Social Security (6.20%)	\$2,544.75
	Florida Retirement System (FRS)	\$11,422.67
	Total Personnel Expense	\$66,310.40
	Expenses Other than Personnel	\$671.00
	Total	\$66,981.40

VI. TERM OF AGREEMENT

The term of this MOA shall be from October 1, 2024 (“Effective Date”) to September 30, 2025. The MOA may be extended or modified only upon written agreement of the parties hereto.

VII. TERMINATION

The MOA may be terminated, in whole or in part, by either party at any time upon thirty (30) days advanced written notice.

VIII. GOVERNING LAW AND VENUE

This MOA shall be governed by and construed in accordance with the laws of the State of Florida. The venue for any litigation, mediation, or other action proceeding between the parties arising out of this MOA lies in Clay County, Florida.

IX. SEVERABILITY

If any provisions of this MOA shall for any reason be held to be invalid or unenforceable, the invalidity or unenforceability of such provision shall not affect any of the remaining provisions of this MOA, and this MOA shall be enforced as if such invalid and unenforceable provision had not been contained herein.

X. FURTHER ASSURANCES

Each of the parties shall cooperate with one another, shall do and perform such actions and things, and shall execute and deliver such agreements, documents and instruments, as may be reasonable and necessary to effectuate the purposes and intents of this MOA.

[Signatures appear on the following page.]

IN WITNESS WHEREOF, the parties hereto have executed this MOA as of the date and year first written above.

For the Clay County Sheriff's Office:

Michelle Cook
Sheriff of Clay County

**Clay County, a political subdivision
of the State of Florida**

Jim Renninger, Chairman
Clay County Board of County Commissioners

Attest for Clay County:

Tara S. Green
Clay County Clerk of Court and Comptroller
Ex Officio Clerk to the Board