

MEMORANDUM OF AGREEMENT BETWEEN

**THE CLAY COUNTY SHERIFF
AND
CLAY COUNTY**

INMATE WORK CREW FOR UPKEEP OF COUNTY OWNED PROPERTIES

This Memorandum of Agreement (“MOA”) is entered into effective as of October 1, 2025, between Michelle Cook, in her official capacity as the Sheriff of Clay County, Florida (“Sheriff”) and Clay County, a political subdivision of the State of Florida (the “County”).

I. PURPOSE

This MOA covers the assignment of a full-time deputy sheriff to Clay County who will supervise inmate work crews during litter collection or upkeep on county roadways and property.

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 Detention Support Sergeant. Normal duties will be as set forth in DR No. 155 – Road Crew Deputy – Duties and Responsibilities, 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 and Standard Operating Procedures.

c) Emergency Recall

The deputy is subject to recall and assignment by the Sheriff in the event of an emergency. Such recall may be initiated only by a Director or higher authority, and notice will be provided to the County in a timely manner. 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 set forth in DR No. 155 to include facilitate upkeep of assigned Clay County real property as well as supervise inmate work crews.

b) Hours of Operation

- i. The County's Public Works hours are from 7:30 AM to 3:30 PM, Monday through Friday, holidays excluded. This is a period of 40 hours. The County is contracting for 40 hours coverage (8 hours per day) during the County's Public Work hours.
- ii. It is understood that the deputy assigned to this position shall be available during these hours except: when weather conditions are such that to take the inmate work crew out would breach good security practices; when the absence of the assigned deputy is necessary for reasons of required training or approved use of leave; when the deputy is recalled to assist with an emergency situation; when the officer is ill; or if the work crew deputy position should become vacant. In the event the position becomes vacant, CCSO will make every effort to fill the position within five (5) business days.

IV. PAY AND EQUIPMENT

a) Salary, Benefits, and Retirement

- i. The deputy is an employee of CCSO. The starting hourly rate of a full-time deputy is \$25.60.
- 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.
- i. 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.
- iv. Costs for the full-time deputy, excluding insurance costs, are included in the total amount outlined and itemized below 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 the Sheriff.
- ii. The County will provide funds to the Sheriff to cover the costs of equipment and uniforms provided to the full-time 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, excluding insurance (which is paid separately by the County), are included in the Sheriff’s FY2025-2026 budget for Fund (FD) 1002 – Cost Center (CC) 1215 – Spend Category (SC) 516200.

Budget	Expense Description	Amount
Judicial Division FD1002 – CC1215 – SC516200	Salary	\$ 53,238.43
	Taxes	
	Medicare (1.45 %)	\$ 771.96
	Social Security (6.20%)	\$ 3,300.78
	Florida Retirement System (FRS)	\$ 17,978.62
	Total Personnel Expense	\$ 75,289.79
	Expenses Other than Personnel	\$ 738.10
	Total	\$ 76,027.89

VI. TERM OF AGREEMENT

The term of this MOA shall be from October 1, 2025 (“Effective Date”) to September 30, 2026. 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. 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

Date

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

Betsy Condon, Chairman
Clay County Board of County Commissioners

Date

Attest:

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

Date