

**Clay County Agreement/Contract No. 2024/2025-\_\_\_\_**

**INTERLOCAL AGREEMENT BETWEEN CLAY COUNTY, FLORIDA AND THE  
CLAY COUNTY CLERK OF COURT AND COMPTROLLER REGARDING FUNDING  
FOR COURT ADMINISTRATION/JUDICIARY SUPPORT STAFF**

This Interlocal Agreement for Funding for Court Administration/Judiciary Support Staff (“Agreement”) is entered into this \_\_\_\_ day of September, 2025, and is between Clay County, a political subdivision of the State of Florida (the “County”), and Tara S. Green, in her official capacity as the Clay County Clerk of Court and Comptroller (the “Clerk”).

**RECITALS**

**WHEREAS**, as part of the Clay County Clerk and Comptroller’s services, the Clerk performs court-related functions; and

**WHEREAS**, Section 14(b), Article V of the Florida Constitution provides that funding for the offices of the clerks of the circuit and county courts performing court-related functions shall be provided from filing fees, with supplemental funding provided by the state through general law appropriations; and

**WHEREAS**, the Clerk seeks additional staffing as part of the Clerk’s court-related functions in order to support two new judges—a county judge and a circuit judge—anticipated to be appointed in Fiscal Year 2025/2026; and

**WHEREAS**, Section 29.004(9), Florida Statutes, provides that the elements of the state courts system funded from state revenues appropriated by general law include court administration, in accordance with Section 14, Article V of the Florida Constitution; and

**WHEREAS**, Section 14(b), Article V of the Florida Constitution provides that funding for the offices of the clerks of the circuit and county courts performing court-related functions shall be provided from filing fees, with supplemental funding provided by the state through general law appropriations; and

**WHEREAS**, the Clerk indicates that the state has not provided adequate funding for the support staff required for the two new judges and requests supplemental funding from the County to meet this need; and

**WHEREAS**, Section 14(c), Article V of the Florida Constitution provides that counties shall not be required to fund the state courts system, court-appointed counsel, or the offices of the clerks of the circuit and county courts performing court-related functions; and

**WHEREAS**, Section 29.008, Florida Statutes, does not require counties to fund the offices of the clerks of the circuit and county courts for performance of court-related functions; and

**WHEREAS**, although neither Section 14(c), Article V of the Florida Constitution nor Section 29.008, Florida Statutes requires the County to provide such funding, the County in recognition of the importance of efficient Clerk operations to the administration of justice and public services, agrees to provide supplemental funding for these designated Clerk staff positions to support the two new judges; and

**WHEREAS**, Section 163.01, Florida Statutes (the “Florida Interlocal Cooperation Act”), authorizes local governmental entities to enter into interlocal agreements to make the most efficient use of their powers, resources and capabilities by cooperating in the use of such; and

**WHEREAS**, the County and the Clerk find it in the public interest to enter into this Agreement to establish the terms and conditions under which the County will provide supplemental funding to the Clerk for staff to support the two new judges.

**NOW THEREFORE** in consideration of the premises and mutual covenants contained herein, and for other good and valuable consideration, the receipt and the adequacy of which are mutually acknowledged, with each party accordingly waiving any challenge to the sufficiency of such consideration, it is mutually covenanted, promised and agreed by the parties hereto as follows:

**1. Florida Interlocal Cooperation Act.** This Agreement is entered into pursuant to the provisions of Section 163.01, Florida Statutes, commonly known as the “Florida Interlocal Cooperation Act of 1969”, and all applicable portions of the Act are made a part hereof and incorporated herein as if set forth in full, including, but not limited to, the following specific provisions:

(a) All of the privileges and immunities and limitations from liability, exemptions from laws, ordinances and rules, and all pensions and relief, disability, workers’ compensation and other benefits which apply to the activity of officers, agents, or employees of the parties hereto when performing their respective functions within their respective territorial limits for their respective agencies, shall apply to the same degree and extent to the performance of such functions and duties of such officers, agents or employees extra-territorially under the provisions of this Agreement.

(b) This Agreement does not and shall not be deemed to relieve any of the parties hereto of any of their respective obligations or responsibilities imposed upon them by law except to the extent of the actual and timely performance of those obligations or responsibilities by one or more of the parties to this Agreement, in which case performance provided hereunder may be offered in satisfaction of the obligation or responsibility.

(c) As a condition precedent to its effectiveness, and pursuant to Section 163.01(11), Florida Statutes, this Agreement and any subsequent amendments hereto shall be filed with the Clerk of the Circuit Court of the County.

**2. Incorporation of Recitals.** The recitals set forth above are hereby incorporated into this Agreement by reference and form an integral part of this Agreement.

**3. Purpose.** The purpose of this Agreement is to provide County funding during the County's Fiscal Year 2025/2026 to the Clerk for designated staff positions the Clerk seeks to add as necessary for the Clerk to provide services in support of two new judges anticipated to be appointed in Clay County. The parties acknowledge that the State is obligated to provide such funding, that the County is not obligated under Section 14(c), Article V of the Florida Constitution nor under Section 29.008, Florida Statutes, and that this Agreement shall not be construed to create any obligation or expectation of future funding, renewal, or additional financial support by the County. Any future funding, if provided, shall be subject to the availability of funds and made solely at the discretion of the County.

**4. Term.** The term of this Agreement shall commence on October 1, 2025 and shall remain in effect through September 30, 2026, unless sooner terminated as provided herein.

**5. Funding and Staffing.**

(a) The County agrees to provide the Clerk funding in the total amount of **\$160,000** during the term of this Agreement, which shall be used solely for the support staff positions required as a result of appointment of two new judges. In no event shall the County be obligated to provide funding in excess of this amount.

(b) The funding amount shall be included in the Clerk's regular draws. To receive such funding, the Clerk shall submit a draw request to the Clerk's Comptroller for each draw.

(c) The Clerk shall maintain complete and accurate accounting records of all expenditures of County funds under this Agreement and shall provide reports to the County upon request.

(d) The Clerk shall be solely responsible for the hiring, supervision, and management of the support staff funded under this Agreement. Such support staff shall not be deemed employees, contractors, or agents of the County for any purpose.

**6. Appropriated Funds.** The Clerk acknowledges that in the budget for each fiscal year of the County during which the term of this Agreement is in effect a limited amount of funds are appropriated which are available to make payments arising under the Agreement. Any other provisions of the Agreement to the contrary notwithstanding, and pursuant to the provisions of Section 129.07, Florida Statutes, the maximum payment that the County is obligated to make under the Agreement from the budget of any fiscal year shall not exceed the appropriation for said fiscal year. Nothing in this Agreement shall obligate the County to the Clerk to expand appropriations or to enter into any contract or other obligation.

**7. Reversion of Funds.**

(a) If the Clerk subsequently receives funding from the State of Florida to support the staffing positions addressed herein, the Clerk shall revert to the County any unused County funds provided under this Agreement.

(b) If a judge anticipated under this Agreement is not appointed, or is appointed but assigned to a different county, such that not all of the support staff positions are necessitated, the Clerk shall revert to the County any unused County funds provided under this Agreement.

(c) If the Clerk does not hire the designated support staff for the new judges during the term of this Agreement after receiving funding, the Clerk shall return to the County the funds not used for such purpose.

**8. Termination.**

(a) Mutual Termination. The parties may agree to terminate this Agreement for their mutual convenience through a written amendment to this Agreement. The amendment will state the effective date of termination and the procedures for proper closeout of the Agreement. In the event of termination under this provision, the Clerk shall return any unexpended funds previously disbursed by the County, unless the parties otherwise agree in writing.

(b) Termination for Insufficient Funding. In the event funds to finance this Agreement become unavailable, the County may terminate this Agreement upon written notice to the Clerk. Such event will not constitute a default by the County. The County shall be the final authority as to the availability of funds. Upon such termination, the County shall have no further obligation to provide funding under this Agreement.

**9. Liability and Sovereign Immunity.** Each party shall be responsible for its own actions and those of its officers, employees, agents, or representatives in the performance of this Agreement to the extent allowed by law. Neither party shall be responsible for claims or damages arising from the acts or omissions of the other party, or its contractors, employees, or agents. Notwithstanding anything stated to the contrary in the Agreement, nothing in this Agreement is intended to serve as a waiver of either parties' sovereign immunity protections nor does it extend the parties' liability beyond the limits established in Section 768.28, Florida Statutes. This paragraph shall survive the expiration or termination of this Agreement.

**10. Public Records and Audit.**

(a) The access to, disclosure, non-disclosure, or exemption of records, data, documents, and/or materials, associated with this Agreement shall be subject to the applicable provisions of the Florida Public Records Law (Chapter 119, Florida Statutes), and other applicable State or Federal law. The parties shall comply with all requirements of Chapter 119, Florida Statutes, to the extent applicable to the records and documents associated with this

Agreement that are in its possession or under its control. A request to inspect or copy public records relating to the Agreement must be made directly to the County.

(b) The parties shall retain all records relating to this Agreement for a period of at least five (5) years after the Agreement ends or terminates, whichever occurs first. All records shall be kept in such a way as will permit their inspection pursuant to Chapter 119, Florida Statutes. The County, upon written reasonable notice, shall have the right to audit and inspect any records of the Clerk relating to this Agreement to ensure compliance with the terms of this Agreement.

**IF THE CLERK HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CLERK'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THE AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (904) 529-3604, [publicrecords@claycountygov.com](mailto:publicrecords@claycountygov.com), POST OFFICE BOX 1366, GREEN COVE SPRINGS, FLORIDA 32043.**

**11. 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 Agreement.

**12. Compliance With Applicable Laws.** Each party will comply with all applicable federal, state, and local laws, regulations, rules, ordinances, orders, and policies concerning the performance of this Agreement and their respective operations and activities.

**13. Dispute Resolution.** The parties will attempt to settle any dispute arising from this Agreement through negotiation and a spirit of mutual cooperation. The parties will use reasonable efforts to arrange meetings as needed, at mutually convenient times and places, to address and work toward resolution of issues that arise in the performance of this Agreement. The dispute will be escalated to appropriate higher-level managers of the parties, if necessary. If the parties are unable to reach a resolution on their own, they may seek the assistance of a neutral third-party mediator or facilitator to help them find a mutually acceptable solution. Each party shall have the right to seek the judicial enforcement and interpretation of this Agreement.

**14. Governing Law and Venue.** This Agreement 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 Agreement lies in Clay County, Florida.

**15. Notice.** All formal notices given under this Agreement (excluding day-to-day communication in the administration and management of this Agreement in the ordinary course) shall be in writing and shall be deemed to have been duly given (a) when delivered by hand, (b) two days after having been delivered to Federal Express, UPS, Airborne or another recognized overnight courier or delivery service, or (c) five days after having been deposited into the United

States mail, by registered or certified mail, return receipt requested, postage prepaid, to the respective parties at their respective addresses set forth below:

If to Clerk's Office:

Clay County Clerk of Court and  
Comptroller's Office  
P.O. Box 698  
825 N. Orange Ave  
Green Cove Springs, FL 32043  
Attention: General Counsel  
Copy: Clerk of Court/Comptroller

If to County:

Clay County  
P.O. Box 1366  
477 Houston Street  
Green Cove Springs, FL 32043  
Attention: County Manager

In the event that different addresses or representatives are designated by either party after execution of this Agreement, notice of the name, title, and address of the respective party will be provided to the other party.

**16. No Third-Party Beneficiaries.** Any other provisions of this Agreement to the contrary notwithstanding, no third-party beneficiaries are intended or contemplated under this Agreement, and no third-party shall be deemed to have rights or remedies arising under this Agreement against either party to this Agreement.

**17. Amendment.** The Agreement may be amended or modified only by the mutual written consent of both parties.

**18. Waiver.** No waiver by either party of any term or condition of this Agreement will be deemed or construed as a waiver of any other term or condition, nor shall a waiver of any breach be deemed to constitute a waiver of any subsequent breach, whether of the same or of a different section, subsection, paragraph, subparagraph, clause, phrase, or other provision of this Agreement.

**19. Severability.** If any provision of this Agreement is held to be invalid, illegal, or unenforceable, the remaining provisions shall remain in full force and effect to the extent permitted by law.

**20. Entire Agreement.** This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior and contemporaneous agreements, understandings, and representations, whether oral or written.

**21. Authority.** The parties agree to utilize electronic signatures and that the digital signatures of the parties set forth below are intended to authenticate this Agreement and have the same force and effect as manual written signatures. Each person signing on behalf of the parties represents and warrants that he/she has full authority to execute this Agreement on behalf of such party and that the Agreement will constitute a legal and binding obligation of such party.

[Signatures appear on the following page.]

**IN WITNESS WHEREOF**, the parties have executed this Agreement as of the date set forth in the introductory paragraph.

**CLAY COUNTY, a political subdivision of the  
State of Florida**

By: \_\_\_\_\_  
Betsy Condon  
Its Chairman

ATTEST:

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

**CLAY COUNTY CLERK OF COURT  
AND COMPTROLLER**

By: \_\_\_\_\_  
Tara S. Green