

LIMITED PURPOSE INTERLOCAL AGREEMENT BETWEEN FLAGLER COUNTY
CLERK OF THE CIRCUIT COURT & COMPTROLLER AND FLAGLER COUNTY BOARD
OF COUNTY COMMISSIONERS

This Limited Purpose Interlocal Agreement hereinafter (the "Agreement") is entered into this 24th day of July 2019 by and between Flagler County Clerk of the Circuit Court & Comptroller, a constitutional officer of the State of Florida, hereinafter (the "Clerk"), and Flagler County Board of County Commissioners, constitutional officers of the State of Florida, hereinafter ("Flagler County" or the "County") (collectively, the "Parties") for the purpose of further providing additional temporary Clerk space to accommodate the Flagler County Sheriff's Office, hereinafter (the "Sheriff"), as defined below.

RECITALS

WHEREAS, the Sheriff has been accommodated with 5,500 square feet of Clerk office space at the Kim C. Hammond Justice Center, which was immediately provided by the Clerk in good faith to assist with a County and Sheriff crisis as a temporary measure during turbulent times leading to the inevitable evacuation of the existing Sheriff's Operations Center.

WHEREAS, it is the Clerk's intention to further accommodate the Sheriff with an approximate 1,000 square feet of additional Clerk space in response to the County's request for continued cooperation surrounding space planning constraints realized by the County. This proposed additional space shall be configured as shown in Exhibit A.

WHEREAS, acceptance of this agreement indicates an understanding between the Parties that there will be no additional Clerk space to allocate for any operations other than the Clerk's Office.

WHEREAS, it is agreed by the Parties that after 60 days following the certificate of occupancy received by the County with regard to the new Sheriff's District Office, the current vacant Sheriff's Operations Center or any other solution outside of the Justice Center, all Clerk space (including 2nd floor Injunction Room) will be returned to its original purpose built floor plan intended for Clerk operations.

WHEREAS, the Clerk's break room located on the first floor adjacent to the Records Department is designated for Clerk's Office employees only.

NOW, THEREFORE, in consideration of the terms and conditions, hereinafter set forth, the Parties hereby agree as follows:

1. Incorporation of Recitals. The foregoing recitals are incorporated into this Agreement.

2. Complete Agreement. This Agreement constitutes the full, complete and wholly independent agreement among the Parties. This Agreement also supersedes all prior agreements, understandings, representations, and statements among the Parties with respect to the matters addressed in this Agreement, either written or oral.
3. Binding Effect. This Agreement will bind the successors and assigns of the Parties.
4. Execution. This Agreement shall remain in full force and effect from the date of its execution by both Parties. This Agreement shall be recorded by the Clerk of the Circuit Court & Comptroller for Flagler County.

IN WITNESS WHEREOF, the undersigned have caused this Agreement to be duly executed and entered into as of the date first above written.

Flagler County Clerk of the Circuit Court & Comptroller

By: _____

Flagler County Board of County Commissioners

By: _____

Chairman