

## **AMENDED AND RESTATED AGREEMENT RELATING TO COUNTY FUNDED COURT POSITIONS**

This Amended and Restated Agreement Relating to County Funded Court Positions (“the Agreement”) is between Broward County, a political subdivision of the State of Florida (“County”), and the Seventeenth Judicial Circuit Court of Florida, a State Court System entity (the “Court” or “Seventeenth Judicial Circuit”) (each a “Party” and collectively referred to as the “Parties”).

### **RECITALS**

A. The Parties entered into an Agreement relating to County Funded Court positions (“Original Agreement”) on September 9, 2014.

B. Pursuant to the Original Agreement and consistent with Florida Statutes, County funds certain positions for Court Administration.

C. The Parties wish to amend and restate the Original Agreement to update the number of County funded positions and other provisions.

D. The Parties desire to delineate their respective powers, privileges, and responsibilities regarding these positions.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

### **ARTICLE 1. IDENTIFICATION OF EMPLOYER**

1.1. For all purposes other than Section 440.10 and Chapter 443, Florida Statutes, the Court shall be considered the employer of all employees in the County Funded Court Positions. As the employer, the Court, through the Chief Judge or his or her designee, has the sole power and responsibility to hire, supervise, manage, and fire these employees, and to establish all policies and procedures governing these employees, including but not limited to policies designating hours of work, leave, accommodations, and other terms and conditions of employment.

1.2. County shall be considered the employer of the employees in County Funded Court Positions only for the purposes of Section 440.10, Florida Statutes (workers’ compensation coverage) and Chapter 443, Florida Statutes (unemployment compensation coverages), and shall provide workers’ compensation and unemployment compensation coverages to these employees in the same manner that County provides such coverages to then-current non-union County employees. The Court will provide full and timely access to all documents and individuals under its control and work with the County in good faith to assist the County in complying with its obligations under this paragraph.

## **ARTICLE 2. COMPLIANCE WITH LAWS AND INDEMNIFICATION**

2.1. Compliance with Laws. With regard to County Funded Court Employees, the Seventeenth Judicial Circuit agrees to fully comply with all requirements of federal, state, and local employment laws (except with regard to the provision of workers' compensation coverage under Section 440.10, Florida Statutes, and the provision of unemployment compensation coverage under Chapter 443, Florida Statutes), including but not limited to Title VII of the Civil Rights Act of 1964, Title I of the Americans with Disabilities Act, 42 U.S.C. § 1983, the Family Medical Leave Act, the Fair Labor Standards Act, Chapters 447 and 760, Florida Statutes, and Sections 112.3187, 440.105, and 440.205, Florida Statutes.

2.2. Indemnification. The Seventeenth Judicial Circuit agrees to fully indemnify County from any liability under such laws, as authorized by Section 768.28(19), Florida Statutes, to the extent such liability is the result of the acts or omissions of the Seventeenth Judicial Circuit, its agents, or employees.

## **ARTICLE 3. COUNTY OBLIGATIONS**

3.1. County Funded Positions. County will fund up to thirty-six (36) positions listed in Exhibit A attached hereto, including health and retirement benefits in the same manner such benefits are provided to non-union County employees ("County Funded Court Positions"). Positions may be added to this Agreement with the written mutual agreement of the Chief Judge and the County Administrator.

3.2. Financial and Payroll Reporting. County agrees to prepare all financial payroll reports for County Funded Court Positions, for both internal use and external reporting.

3.3. Provision of Legal Services. The County Attorney's Office will provide legal services to the Court in connection with employment law issues directly related to County Funded Court Positions, to the same extent the County Attorney's Office provides such services to County divisions, departments, and offices. This obligation to provide legal services shall not apply where the County Attorney's Office reasonably determines that a conflict of interest either exists or would be created by providing such services.

## **ARTICLE 4. EFFECTIVE DATE; TERM; FISCAL YEAR**

4.1. Effective Date. This Agreement shall be effective from the date it is fully executed by the Parties (the "Effective Date") through September 30, 2025.

4.2. Term. The Agreement shall automatically renew for additional one (1) year terms unless either Party provides written notice of its decision not to renew at least sixty (60) days prior to the end of any term (whether the initial term or any renewal term).

4.3. Fiscal Year. County and Court agree to vary the requirements of Section 29.0081(2)(a), Florida Statutes, by basing the term of this Agreement on County's fiscal year rather than the Court's fiscal year. The continuation of this Agreement beyond the end of any County fiscal year (October 1 through September 30) is subject to both the appropriation and the availability of funds pursuant to Chapter 129 and, if applicable, Chapter 212, Florida Statutes.

## ARTICLE 5. COURT OBLIGATIONS

5.1. Document Maintenance. The Court agrees to maintain all documents related to the employment of all employees in County Funded Court Positions, including job class and descriptions for each position, area of work, and related duties for each position. Such documents shall be retained as required by Florida law. Such records shall be provided to County within ten (10) days of County's written request for such records.

5.2. Notification of Personnel Changes. The Court shall notify County in writing of any and all personnel changes in County Funded Court Positions, within ten (10) days of any such change(s).

5.3. Audit Rights. County may conduct a review or fiscal audit of the funds expended on or in connection with the County Funded Court Positions, and the Court shall promptly and fully cooperate with such review or audit.

## ARTICLE 6. MISCELLANEOUS

6.1. Prior Agreements. This Agreement represents the final and complete understanding of the Parties regarding the subject matter hereof and supersedes all prior and contemporaneous negotiations, discussions, and agreements regarding that subject matter including, without limitation, "The Letter of Understanding Between Broward County and the Court Administrator's office for the Provision of Legal Services" dated May 30, 1995, and the Agreement Related to County Funded Positions, dated September 9, 2014. There is no commitment, agreement, or understanding between the parties concerning the subject matter of this Agreement that is not contained in this written document.

6.2. Notices. Unless otherwise stated herein, for a notice to a Party to be effective under this Agreement, notice must be sent via U.S. first-class mail, hand delivery, or commercial overnight delivery, each with a contemporaneous copy via email, to the addresses listed below and shall be effective upon mailing or hand delivery (provided the contemporaneous email is also sent). Addresses may be changed by the applicable Party giving notice of such change in accordance with this section.

### FOR BROWARD COUNTY:

Broward County  
Attn: County Administrator  
115 S. Andrews Avenue  
Fort Lauderdale, Florida 33301  
Email: [dsewell@broward.org](mailto:dsewell@broward.org)

### With a copy to:

Adam Katzman  
County Attorney's Office  
115 S. Andrews Avenue  
Fort Lauderdale, Florida 33301  
Email: [akatzman@broward.org](mailto:akatzman@broward.org)

### FOR COURT:

Seventeenth Judicial Circuit  
Attn: Trial Court Administrator  
Suite 20170  
201 S.E. 6 Street  
Fort Lauderdale, Florida 33301  
Email: [courtadministration@17th.flcourts.org](mailto:courtadministration@17th.flcourts.org)

### With a copy to:

[contracts@17th.flcourts.org](mailto:contracts@17th.flcourts.org)

6.3. Sovereign Immunity. Nothing herein is intended to serve as a waiver of sovereign immunity by County or the Court nor shall anything included herein be construed as consent by County or Court to be sued by third parties in any matter arising out of this Agreement.

6.4. Assignment. Neither this Agreement nor any right or interest in it may be assigned, transferred, subcontracted, or encumbered by the Court without the prior written consent of County. Any assignment, transfer, subcontract, or encumbrance in violation of this section shall be void and ineffective.

6.5. Third-Party Beneficiaries. Neither County nor the Court intends to primarily or directly benefit a third party by this Agreement, including those employees in County Funded Court Positions. Therefore, the Parties acknowledge that there are no third-party beneficiaries to this Agreement and that no third party shall be entitled to assert a right or claim against either of them based upon this Agreement.

6.6. Waiver of Breach. The failure of either Party to enforce any provision of this Agreement shall not be deemed a waiver of such provision or modification of this Agreement. A waiver of any breach under this Agreement shall not be deemed a waiver of any subsequent breach and shall not be construed to be a modification of this Agreement.

6.7. Joint Preparation. This Agreement has been jointly prepared by the Parties and shall not be construed more strictly against either Party.

6.8. Amendments. Unless expressly authorized herein, no modification, amendment, or alteration of this Agreement is effective unless contained in a written document executed with the same or similar formality of this Agreement and by duly authorized representatives of County and the Court.

6.9. Incorporation by Reference. Any and all Recital clauses stated above are true and correct and are incorporated in this Agreement by reference. The attached Exhibits are incorporated into and made a part of this Agreement.

6.10. Survival. Article 2, "Compliance with Laws and Indemnification," shall survive the expiration or earlier termination of this Agreement.

6.11. Multiple Originals and Counterparts. This Agreement may be executed in multiple originals or in counterparts, whether signed physically or electronically; each of which shall be deemed to be an original, and all of which, taken together, shall constitute one and the same agreement.

IN WITNESS WHEREOF, the Parties hereto have made and executed this Agreement: Broward County through its Board of County Commissioners, signing by and through its Mayor or Vice-Mayor, authorized to execute same by Board action on the \_\_\_\_ day of \_\_\_\_\_, 2025, and the Seventeenth Judicial Circuit Court for the State of Florida, signing by and through its Chief Judge and Court Administrator, duly authorized to execute same.

COUNTY

ATTEST:

BROWARD COUNTY, by and through  
its Board of County Commissioners

By: \_\_\_\_\_  
Broward County Administrator, as  
ex officio Clerk of the Broward County  
Board of County Commissioners

By: \_\_\_\_\_  
Mayor  
\_\_\_\_ day of \_\_\_\_\_, 20\_\_

Approved as to form by  
Andrew J. Meyers  
Broward County Attorney  
115 South Andrews Avenue, Suite 423  
Fort Lauderdale, Florida 33301  
Telephone: (954) 357-7600

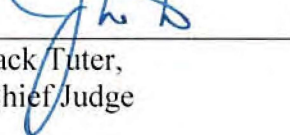
Adam  
By **Katzman** Digitally signed by  
Adam Katzman  
Date: 2025.03.13  
13:35:53 -04'00'  
Adam Katzman (Date)  
Deputy County Attorney

AMK/jl  
Amended and Restated Agreement Related to County Funded Court Positions

AMENDED AND RESTATED AGREEMENT RELATING TO  
COUNTY FUNDED COURT POSITIONS

COURT

Seventeenth Judicial Circuit of Florida

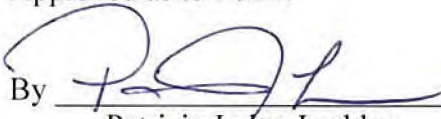
By  3/5/25  
Jack Tuter,  
Chief Judge

\_\_\_\_ day of \_\_\_\_\_, 2025

By   
Joseph M. D'Amico,  
Court Administrator

3 day of MARCH, 2025

Approved as to Form:

By   
Patricia Judge-Lashley,  
General Counsel

# Exhibit A

PN	Job Class
PN 14769	CT MENTAL HLT UNIT MGR - J9393
PN 15002	CT MENTAL HLTH PROG SPEC - J9488
PN 15003	CT MENTAL HLTH PROG SPEC - J9488
PN 18968	CT MENTAL HLTH PROG SPEC - J9488
PN 13947	CT ALTERNATIVE SANCT CRD - J9544
PN 14673	CT ADMIN ASSISTANT I - J9459
PN 14709	CT JUVENILE SV COORD - J9525
PN 14710	CT JUVENILE SV CMPL MON - J9526
PN 14711	CT JUVENILE SV CMPL MON - J9526
PN 10995	CT OFF SYS TECH II - J9469
PN 11120	CT TECHNICAL SUPPORT LIAISON - J9396
PN 11290	CT COMM NETWORK MGR - J9456
PN 11804	CT WEB SVC BUSINESS ANLY - J9534
PN 12240	CT NETWORK SYSTEMS ADMIN - J9586
PN 12611	CT WEB SVC APPL SPEC - J9533
PN 12616	CT SYSTEMS MANAGER - J9595
PN 12796	CT OFF SYS TECH II - J9469
PN 13331	CT OFF SYS TECH II - J9469
PN 14052	CT SR LEAD ENGINEER - J9573
PN 14323	CT JUNIOR SYSTEMS ADMIN - J9606
PN 14324	CT WEB SVC APPL SPEC - J9533
PN 14674	CT SENIOR NETWRK ANALYST - J9604
PN 14768	CT BUSIN INTELL/DATABASE - J9395
PN 15004	CT SR WEB APP SPECIALIST - J9607
PN 15019	CT AUDIO/VIDEO SPEC I - J9579
PN 15020	CT AUDIO/VIDEO OPERS MGR - J9570
PN 18422	CT WEB SVC APPL SPEC - J9533
PN 18423	CT OFF SYS TECH II - J9469
PN 18424	CT INFO TECH APP ANALYST - J9608
PN 13948	CT TEEN COURT MGR - J9527
PN 13949	CT CASE MANAGER II - J9483
PN 14325	CT CASE MANAGER II - J9483
PN 14707	CT CASE MANAGER II - J9483
PN 14708	CT ADMIN ASSISTANT I - J9459
PN 14767	CT CASE MANAGER II - J9483
PN 18425	CT CASE MANAGER II - J9483