

**SECOND AMENDED AND RESTATED INTERLOCAL AGREEMENT BETWEEN BROWARD COUNTY
AND THE BROWARD COUNTY CLERK OF COURTS FOR THE PROVISION OF WORKERS'
COMPENSATION COVERAGE FOR QUALIFYING BROWARD COUNTY CLERK OF COURTS
EMPLOYEES**

This second amended and restated agreement ("Agreement") is between Broward County, a political subdivision of the State of Florida ("County"), and the Broward County Clerk of Courts, a constitutional officer of Broward County ("Clerk of Courts") (each a "Party" and collectively referred to as the "Parties").

RECITALS

A. The Parties previously entered into an Interlocal Agreement for the provision of Workers' Compensation coverage by Broward County for qualifying Clerk of Courts employees, which was subsequently amended and restated in its entirety on September 22, 2020 (the "Original Agreement").

B. The Parties now desire to further amend and restate the Original Agreement to continue the provision of Workers' Compensation coverage for qualifying Clerk of Courts employees under updated terms and conditions.

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

ARTICLE 1. DEFINITIONS

1.1. **Applicable Law** means all applicable laws, codes, advisory circulars, rules, regulations, and ordinances of any federal, state, county, municipal, or other governmental entity, as amended.

1.2. **Board** means the Board of County Commissioners of Broward County, Florida.

1.3. **Clerk of Courts** means Brenda D. Forman in her official capacity as the Broward County Clerk of Courts or the then-current duly elected or appointed successor, as applicable.

1.4. **Contract Administrator** means the Director of Risk Management Division, the Assistant Director of Risk Management Division, or such other person designated by the Director of Risk Management Division in writing.

1.5. **Workers' Compensation** means mandatory insurance coverage required by Chapter 440, Florida Statutes, that provides benefits to injured employees for medical expenses, disability, or death.

1.6. **Clerk of Courts Employees** means all individuals employed by the Clerk of Courts whose employment is covered by Workers' Compensation under this Agreement, but excluding any individuals employed directly by the State of Florida.

1.7. **Workers' Compensation Premium Rate or Premium Rate** means the annual rate determined by the County pursuant to Section 2.4 of this Agreement, representing the cost of Workers' Compensation coverage for Clerk of Courts Employees, including any applicable excess Workers' Compensation and employer's liability coverage.

ARTICLE 2. WORKERS' COMPENSATION INSURANCE

2.1. Coverage. County will provide Workers' Compensation coverage to Clerk of Courts Employees in the same manner and at the same cost as such coverage is provided to County employees, as determined by County's Risk Management Division and other appropriate personnel. To access County's Workers' Compensation coverage, Clerk of Courts Employees must participate in the County's Workers' Compensation insurance program, including excess and employer's liability coverage, on the same terms, conditions, benefits, and duties as County employees.

2.2. Outside Coverage. If County procures alternate Workers' Compensation coverage or self-insurance arrangements not governed strictly by Chapter 440, Florida Statutes (as amended from time to time), Clerk of Courts Employees must participate in that coverage, including any applicable excess Workers' Compensation and employer's liability coverage, on the same terms, conditions, benefits, and duties as County employees.

2.3. Premium Payments. As soon as County is aware, but no less than one-hundred and twenty (120) days before the end of the County's fiscal year (October 1 through September 30), County shall notify the Clerk of Courts in writing of the Workers' Compensation Premium Rate for the upcoming fiscal year. The Clerk of Courts shall pay the total premium attributable to coverage of the Clerk of Courts Employees in four (4) equal quarterly installments. Each installment must be paid within thirty (30) days after receipt of an invoice from the County and made payable to the "Broward County Board of County Commissioners." Payments shall be sent to the County's Risk Management Division, Attn: Accountant, at 115 S. Andrews Avenue, Suite 210, Fort Lauderdale, Florida 33301-1869.

Failure to timely pay any quarterly installment constitutes a material breach of this Agreement. County shall notify the Clerk of Courts of any delinquency. If payment is not made within ten (10) days of such notice, County may suspend coverage until all outstanding amounts are paid, or may immediately terminate this Agreement by written notice from the County Administrator.

2.4. Premium Calculation. Each fiscal year, County shall determine the annual Workers' Compensation Premium Rate for the Clerk of Courts Employees based on a methodology determined by County's Risk Management Division, which may include consideration of average employee salaries, frequency and severity of claims, and total claim costs over the preceding five (5) years, unless otherwise required by state law.

2.5. Authorization and Delegation. The Clerk of Courts or designee, as authorized in writing, and the Contract Administrator may execute documents previously approved by the County Attorney's Office and take other actions necessary to implement this Agreement.

2.6. Qualifying Employees. Employees employed by the State of Florida who work for the Clerk of Courts are specifically excluded from Workers' Compensation coverage under this Agreement.

2.7. Handling of Claims. County shall have sole discretion to process, pay, controvert, deny, or litigate Workers' Compensation claims brought by Clerk of Courts Employees, in the same manner as it does for claims brought by County employees. Clerk of Courts Employees shall, as promptly as practicable, provide the County with all documents and information requested to facilitate claims processing.

ARTICLE 3. TERM AND TERMINATION

3.1. Term. This Agreement begins on the date it is fully executed by the Parties ("Effective Date") and continues through September 30, 2028 ("Initial Term"), unless otherwise terminated or extended as provided in this Agreement. The Initial Term and any Renewal Term(s), as those terms are defined in this article, are collectively referred to as the "Term."

3.2. Renewals. The Clerk of Courts may request in writing that this Agreement be renewed for up to two (2) additional one (1) year terms (each a "Renewal Term"). Any such written request must be submitted to the County at least thirty (30) days prior to the expiration of the then-current term. Renewal shall be at the sole discretion of the County, through its County Administrator, and shall be on the same terms and conditions stated in this Agreement unless otherwise agreed in writing. Renewal shall be effective upon written notice from the County to the Clerk of Courts, which may be provided by electronic mail alone and shall be deemed sufficient for all purposes.

3.3. Funding. The continuation of this Agreement beyond the end of any County fiscal year is subject to both the appropriation and the availability of funds pursuant to Chapter 129 and, if applicable, Chapter 212, Florida Statutes.

3.4. Termination. Either Party may terminate this Agreement, with or without cause, by providing written notice to the other Party no later than August 1 of any year during the current term. Termination shall be effective on September 30 of the same year in which such notice is given.

3.5. Other Termination. If County provides written notice to the Clerk of Courts of a change in the Workers' Compensation Premium Rate either after a Renewal Term has commenced or less than sixty (60) days before the start of a Renewal Term, the Clerk of Courts may terminate this Agreement by providing written notice to County within ten (10) days after receiving County's notice. If the Clerk of Courts does not provide such notice within the ten (10) day period, the Agreement shall remain in full force and effect, and the Clerk of Courts shall be obligated to pay the new Workers' Compensation Premium Rate for the remainder of that Renewal Term. This Agreement may also be terminated by the County Administrator upon such notice as the County Administrator deems appropriate under the circumstances if the County Administrator determines that termination is necessary to protect the public health, safety, or welfare.

3.6. Notice of termination shall be provided in accordance with the "Notices" section of this Agreement except that notice of termination by the County Administrator to protect the public health, safety, or welfare may be oral notice that shall be promptly confirmed in writing.

ARTICLE 4. GOVERNMENTAL IMMUNITY

Except to the extent sovereign immunity may be deemed waived by entering into this Agreement, nothing herein is intended to serve as a waiver of sovereign immunity by either Party nor shall anything included herein be construed as consent by either Party to be sued by a third party in any matter arising out of this Agreement. Each Party is a state agency or political subdivision as defined in Section 768.28, Florida Statutes, and shall be responsible for the acts and omissions of its agents or employees to the extent required by applicable law.

ARTICLE 5. MISCELLANEOUS

5.1. Compliance with Chapter 440, Florida Statutes. The Clerk of Courts will fully comply with Chapter 440, Florida Statutes, as amended. The Clerk of Courts will make its facilities available for inspection to the County's Risk Management Division and County safety personnel and adopt all safety requirements recommended by County's Risk Management personnel. A Broward County Clerk of Courts manager or supervisor will accompany the County employee(s) during said inspection(s).

5.2. Audit Rights and Retention of Records. County shall have the right to audit the books, records, and accounts of the Clerk of Courts and any applicable subcontractors to the extent such records are directly related to the calculation, payment, or administration of Workers' Compensation coverage provided under this Agreement. The Clerk of Courts and its subcontractors shall maintain such records as may be reasonably necessary to document salary data, claim information, and other relevant information used in connection with the administration of this Agreement. All such records shall be maintained in written form or in a form capable of conversion into written form within a reasonable time and, upon request by County, shall be made available to County at no cost and in a reasonably accessible format.

The Clerk of Courts shall provide County with reasonable access to its facilities, personnel, and documentation for the purpose of conducting audits or evaluations related to Workers' Compensation coverage. Any such audit may be conducted by County staff or by an authorized representative engaged by County.

All records subject to audit under this section shall be retained for at least three (3) years following the expiration or termination of this Agreement, or until the resolution of any audit findings, whichever is longer. This provision shall survive termination or expiration of this Agreement and shall remain binding during the course of any dispute or legal proceeding between the Parties.

5.3. Safety.

5.3.1. Shared Goals and Interlocal Cooperation. The Parties share the goal of reducing the frequency of workplace accidents, controlling Workers' Compensation costs, and mitigating related risks. To support this objective, the Clerk of Courts shall promptly implement reasonable safety recommendations made by County's Risk Management Safety Section.

5.3.2. Safety Assessments and Training. At the request of either County's Risk Management Division or the Clerk of Courts, County's Risk Management Safety Section shall conduct safety and loss control assessments of the Clerk of Courts facilities, develop a customized loss control service action plan, and/or provide risk management training for the Clerk of Courts' staff.

5.3.3. Loss Prevention Measures. The Clerk of Courts shall undertake standard loss prevention measures, including, but not limited to: (a) essential job function testing of newly hired job applicants; (b) maintaining a safe work environment consistent with applicable occupational safety standards, including those set forth in 29 CFR 1910 and 29 CFR 1926, as applicable; and (c) implementing reasonable safety practices and recommendations identified in the County's loss control service action plan.

5.4. Equal Employment Opportunity Compliance. No Party to this Agreement shall discriminate on the basis of race, color, sex, religion, national origin, disability, age, marital status, political affiliation, pregnancy, or any other basis prohibited by Applicable Law in the performance of this Agreement.

5.5. Public Entity Crime Act. Each Party represents that it is familiar with the requirements and prohibitions under the Public Entity Crime Act, Section 287.133, Florida Statutes, and represents that its entry into this Agreement will not violate that statute.

5.6. Verification of Employment Eligibility. Each Party represents on behalf of its respective entity that it has registered with and use the E-Verify system maintained by the United States Department of Homeland Security to verify the work authorization status of all newly hired employees in compliance with the requirements of Section 448.095, Florida Statutes, and that entry into this Agreement will not violate that statute.

5.7. Prohibited Telecommunications. Each Party agrees that, in performing under this Agreement, it will not use equipment, systems, or services prohibited for use by federal agencies under applicable federal law regarding certain telecommunications and video surveillance equipment and services.

5.8. Independent Contractor. The Clerk of Courts is an independent contractor of County, and nothing in this Agreement shall constitute or create a partnership, joint venture, or any other relationship between the Parties. Clerk of Courts shall not have the right to bind County to any obligation not expressly undertaken by County under this Agreement.

5.9. **Regulatory Capacity.** Notwithstanding the fact that County is a political subdivision with certain regulatory authority, County's performance under this Agreement is as a Party to this Agreement and not in its regulatory capacity. If County exercises its regulatory authority, the exercise of such authority and the enforcement of Applicable Law shall have occurred pursuant to County's regulatory authority as a governmental body separate and apart from this Agreement, and shall not be attributable in any manner to County as a Party to this Agreement.

5.10. **Third-Party Beneficiaries.** Neither the Clerk of Courts nor County intends to primarily or directly benefit a third party by this Agreement. 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.

5.11. **Assignment.** Neither this Agreement nor any interest herein shall be assigned, transferred, or encumbered without the prior written consent of the other Party. Any purported assignment, transfer, subcontract, or encumbrance in violation of this section will be void.

5.12. **Notices.** Unless otherwise stated herein, for 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). A Party may change its notice address by giving notice of such change in accordance with this section.

FOR COUNTY:

Deputy Chief Financial Officer/Deputy Director
Finance and Administrative Services Department
115 South Andrews Avenue, Suite 513
Fort Lauderdale, Florida 33301
Email address: sfarmer@broward.org

FOR CLERK OF COURTS:

Tydreisha L. Lafontant, Chief Human Resources Officer
201 SE 6th St, Room 18140 (West Tower)
Fort Lauderdale, Florida 33301
Email address: tlafontant@browardclerk.org

5.13. **Materiality and Waiver of Breach.** Each requirement, duty, and obligation set forth in this Agreement was bargained for at arm's-length and is agreed to by the Parties. Each requirement, duty, and obligation set forth in this Agreement is substantial and important to the formation of this Agreement, and each is, therefore, a material term. County's failure 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 shall not be deemed a waiver of any subsequent breach and shall not be construed to be a modification of this Agreement. To be effective, any waiver must be in writing signed by an authorized signatory of the Party granting the waiver.

5.14. Compliance with Laws. The Parties must comply with all Applicable Law, including, without limitation, the Americans with Disabilities Act, 42 U.S.C. § 12101 and Section 504 of the Rehabilitation Act of 1973.

5.15. Severability. If any part of this Agreement is found to be unenforceable by any court of competent jurisdiction or contrary to Applicable Law, that part shall be deemed severed from this Agreement and the balance of this Agreement shall remain in full force and effect.

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

5.17. Interpretation. The titles and headings contained in this Agreement are for reference purposes only and shall not in any way affect the meaning or interpretation of this Agreement. All personal pronouns used in this Agreement shall include any other gender, and the singular shall include the plural, and vice versa, unless the context otherwise requires. Terms such as "herein" refer to this Agreement as a whole and not to any particular sentence, paragraph, or section where they appear, unless the context otherwise requires. Whenever reference is made to a section or article of this Agreement, such reference is to the section or article as a whole, including all subsections thereof, unless the reference is made to a particular subsection or subparagraph of such section or article. Any reference to "days" means calendar days, unless otherwise expressly stated. Any reference to approval by County shall require approval in writing, unless otherwise expressly stated.

5.18. Priority of Provisions. If there is a conflict or inconsistency between any term, statement, requirement, or provision of any document or exhibit attached to, referenced by, or incorporated in this Agreement and any provision within an article or section of this Agreement, the article or section shall prevail and be given effect.

5.19. Law, Jurisdiction, Venue, Waiver of Jury Trial. This Agreement shall be interpreted and construed in accordance with and governed by the laws of the State of Florida. The exclusive venue for any lawsuit arising from, related to, or in connection with this Agreement shall be in the state courts of the Seventeenth Judicial Circuit in and for Broward County, Florida. If any claim arising from, related to, or in connection with this Agreement must be litigated in federal court, the exclusive venue for any such lawsuit shall be in the United States District Court or United States Bankruptcy Court for the Southern District of Florida. **EACH PARTY HEREBY EXPRESSLY WAIVES ANY RIGHTS IT MAY HAVE TO A TRIAL BY JURY OF ANY CIVIL LITIGATION RELATED TO THIS AGREEMENT.**

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

5.21. Prior Agreements. This Agreement represents the final and complete understanding of the Parties regarding the subject matter of this Agreement and supersedes all prior and

contemporaneous negotiations and discussions regarding same. All commitments, agreements, and understandings of the Parties concerning the subject matter of this Agreement are contained herein.

5.22. Incorporation by Reference. Any and all Recital clauses stated above are true and correct and are incorporated in this Agreement by reference.

5.23. 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.

5.24. Further Assurances. Each Party hereto shall, from time to time, at the request of the other Party, without any additional consideration, furnish the other Party such further information or assurances; execute and deliver such additional documents and instruments; and take such other actions and do such other things, as may be reasonably necessary to carry out the provisions of this Agreement and give effect to the transactions contemplated hereby.

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 _____, 20____; and Brenda D. Forman, the Broward County Clerk of Courts, 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 _____, 2025

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

By Christina A. Price Digitally signed by Christina A. Price
Date: 2025.08.25 11:29:29 -04'00'
Christina A. Price (Date)
Senior Assistant County Attorney

By Danielle W. French Digitally signed by Danielle W.
French
Date: 2025.08.25 11:20:27 -04'00'
Danielle W. French (Date)
Deputy County Attorney

CAP
Second Amended Workers' Compensation ILA – Clerk of Courts
08/21/2025
#1181831v2

**SECOND AMENDED AND RESTATED INTERLOCAL AGREEMENT BETWEEN BROWARD COUNTY
AND THE BROWARD COUNTY CLERK OF COURTS FOR THE PROVISION OF WORKERS'
COMPENSATION COVERAGE FOR QUALIFYING BROWARD COUNTY CLERK OF COURTS
EMPLOYEES**

BROWARD COUNTY CLERK OF COURTS

By: Brenda D. Forman
BREND A D. FORMAN, in her official capacity
22nd day of August, 2025