

OFFICIAL FILE COPY
CLERK OF THE BOARD
OF COUNTY COMMISSIONERS
MIAMI-DADE COUNTY, FLORIDA

INTERLOCAL TRANSITION AGREEMENT
BETWEEN
MIAMI-DADE COUNTY CLERK OF THE COURT AND COMPTROLLER
AND
MIAMI-DADE COUNTY

THIS INTERLOCAL TRANSITION AGREEMENT (“**Agreement**”) is entered into, pursuant to Section 163.01, Florida Statutes, by and between Miami-Dade County, a political subdivision of the State of Florida (the “**County**”), through its governing body, the Board of County Commissioners of Miami-Dade County, Florida (the “**Board**”) and Miami-Dade County Clerk of the Court and Comptroller, a constitutional officer of the State of Florida (the “**COCC**”) to ensure continuity of services for County residents and a seamless transition of employees, functions, contracts, assets, equipment, grants and licenses from the County to the COCC in compliance with Florida law. Together, the County and COCC are the “**Parties**” and, individually, each is a “**Party**” to this Agreement.

WITNESSETH:

WHEREAS, on November 6, 2018, on referral from the 2017-18 Constitution Revision Commission, the electors of the State of Florida approved Amendment 10, the Florida State and Local Government Structure Amendment, and amended Article VIII, Section 1(d) and 6(g) of the Florida Constitution;

WHEREAS, Amendment 10 mandates that five Constitutional Offices be elected in every County in the State of Florida including the Clerk of the Court and Comptroller, the Property Appraiser, the Supervisor of Elections, the Sheriff, and the Tax Collector;

WHEREAS, Amendment 10 provided that it shall take effect in the County on January 7, 2025 (the “**Effective Date**”), but shall govern with respect to the qualifying for and the holding of the primary and general elections for County constitutional officers in 2024;

WHEREAS, on June 6, 2022, the County was directed to establish a plan to transition the following from the County to the COCC by the Effective Date: (a) the budgeted positions and classifications of the Miami-Dade County Finance Department (“**Finance Positions**”), (b) the employees who wish to transition with the corresponding Finance Positions (“**Finance Employees**”), (c) custodianship of all personal property assets and assignment of all contracts, grants and licenses received or used by the Finance Department (“**Finance Assets**”), and (d) the budget and funding for the Finance Positions, Finance Employees and Finance Assets (“**Finance Budget**”) used to perform Finance Department functions (including custodian, accounting, auditor, investor, and debt management functions) (“**Finance Functions**”), all as fully set forth in Resolution No. R-559-22;

WHEREAS, the County has already included the Finance Budget as part of the COCC’s annual budget and added 184 Finance Positions to the COCC’s Table of Organization, effective January 7, 2025, in the County’s approved FY 2024-25 Budget; and

WHEREAS, the Board recognized that the transition of the Finance Positions, Finance Employees, Finance Assets and Finance Functions will require adequate planning and preparation to address all issues that may arise and, therefore, ordered presentation to the Board of any necessary transition agreements, as fully set forth in Resolution No. R-559-22; and

WHEREAS, the Parties also recognize the need to ensure that (a) the positions and classifications already supervised by the COCC ("**COCC Positions**") and all of the corresponding employees associated with the COCC Positions ("**COCC Employees**"), which may have been identified and treated as County employees in certain respects, now be treated and identified as employees of the COCC in all respects, and (b) the COCC's custodianship of certain personal property assets and the COCC's interest in certain contracts, grants and licenses ("**COCC Assets**") received or used by the COCC to perform the traditional functions of the COCC ("**COCC Functions**") is properly reflected; and

WHEREAS, this resulting agreement is founded on amity; joint commitment to promote transparency, efficiency and public trust and common recognition of the importance of extending existing benefits to the transitioning Finance Employees and COCC Employees ("**Employees**") on the same terms and conditions;

NOW, THEREFORE, in consideration of the mutual promises contained herein, acknowledged as good and valuable consideration, the Parties agree as follows:

1. **Purpose.** The purpose of this Agreement is (a) to provide for the complete transition of certain "**Positions**" (comprised of Finance Positions and COCC Positions) and "**Employees**" (comprised of Finance Employees and COCC Employees) from the County to the COCC, and (b) to properly reflect the COCC's custodianship or interest in certain "**Assets**" (comprised of Finance Assets and COCC Assets), to enable the COCC to carry out its "**Functions**" (comprised of the Finance Functions and COCC Functions) in preparation for and compliance with Amendment 10 and general law to ensure, to the maximum extent feasible, continuity of services for County residents and a seamless transition of Employees from the County to the COCC without any interruption to their employment status or accrual of benefits and without material change to their union status (if relevant).

2. **Duration and Survival.** This Agreement shall take effect on the Effective Date and shall terminate on December 31, 2026 ("**Termination Date**"). Notwithstanding the foregoing, the Clerk's obligation in **Section 4(d)** to honor, to the maximum extent feasible, all existing Employee accrued leave balances (such as annual, sick, holiday and compensatory leave balances) as of January 6, 2025 shall survive the termination of this Agreement and remain in effect until such time as such accrued leave balances have been exhausted or paid out.

3. **Incorporation.** The Recitals set forth above are incorporated into and made a part of this Agreement.

4. Transition of Positions and Employees.

a. Transition to COCC. The Parties agree that all of the Positions and Employees listed in **Appendix A** shall be transitioned from being identified and treated as County employees in any respect to now being identified and treated as employees of the COCC in all respects by the Effective Date. In addition, to the extent any Employees and Positions listed in **Appendix A** have been under the direction and supervision of the County Mayor, or County Mayor's designee, prior to the Effective Date (such as those working in the County's Finance Department, as denoted in the first column of **Appendix A**), such employees and positions shall now be under the direction and supervision of the COCC on the Effective Date.

b. Voluntary Transfer. The Parties agree that all Employees in the Positions on January 6, 2025, who wish to remain employed in those Positions without interruption shall transition with his or her Position from the County to the COCC on the Effective Date; provided, however, that any Employee who does not wish to transition with their Position must seek alternative job opportunities within Miami-Dade County and be hired by the County, in its sole discretion, into another open and budgeted County position before January 7, 2025, to avoid a separation from service. The Parties understand that the County cannot guarantee job placement or preservation of compensation or benefits for, and has no obligation to hire, an Employee whose Position transitions to the COCC, and who chooses not to transition to the COCC.

c. Seamless Transition. The Parties agree that they will facilitate, to the maximum extent feasible, a seamless transition of Employees from the County to the COCC without any interruption to their workflow or employment status or change to their compensation and benefits such as health (including group health, wellness program, life, and dental), executive benefits, participation in the Florida Retirement System (FRS), as well as voluntary benefits such as: flexible spending accounts (including medical and dependent care), supplemental life insurance, vision, legal services, deferred compensation, and disability insurance through the County's benefit plans, at the rates provided to County employees to take effect on and after the Effective Date, subject to and consistent with the terms of any applicable collective bargaining agreements. Under the stipulations of the Benefit Administration Agreement (**Appendix B**), both Parties pledge to uphold the standards and procedures for the effective delivery of employee benefits, and the COCC agrees to execute any necessary Letters of Intent or other agreements required by the County's benefits providers to ensure the COCC's commitment to have its employees covered by the County's applicable benefits plan.

d. Accrued Leave and Longevity Benefits. Upon the Effective Date, the Parties agree that the COCC will honor, to the maximum extent feasible, all existing Employee accrued leave balances (such as annual, sick, holiday and compensatory leave balances) and all existing Employee longevity benefits (longevity bonus award and longevity leave accruals) as of January 6, 2025, and without change to their union status, subject to whatever amendments to the CBA that are essential to enable the Employees' seamless transition, and to replace CBA terms specific to the County that are not applicable to the COCC pending negotiation of a new CBA when the current CBA expires.

e. County Employees Seeking COCC Employment. For a period of one (1) year after the Effective Date, the COCC agrees to honor all existing accrued leave balances (such as annual, sick, holiday, and compensatory leave balances), longevity benefits (longevity bonus award and longevity leave accruals), as well as the total years of continuous service with both the County and the COCC for longevity bonus calculations, subject to and consistent with the terms of any applicable collective bargaining agreement (CBA), for any County employee hired by the COCC on or after the Effective Date, should such employee decide to seek employment with, and be hired by, the COCC within such one-year period, understanding that the COCC has no obligation to hire any County employee who seeks employment with the COCC. For the avoidance of doubt, a County employee that seeks employment with the COCC, will have their accrued leave balances, longevity benefits, and years of continuous service with the County honored if the COCC decides to hire such employee (in the COCC's own discretion) and if such employment occurs within one year of the Effective Date. This provision will not apply to employees hired by the COCC after the one-year period, nor to employees who have a break in service from either the COCC or County during the one-year period.

f. COCC Employees Seeking County Employment. For a period of one (1) year after the Effective Date, the County agrees to honor all existing accrued leave balances (such as annual, sick, holiday, and compensatory leave balances), longevity benefits (longevity bonus award and longevity leave accruals), as well as the total years of continuous service with both the County and the COCC for longevity bonus calculations, subject to and consistent with the terms of any applicable collective bargaining agreement (CBA), for any COCC employee hired by the County on or after the Effective Date, should such employee decide to seek employment with the County within such one-year period, understanding that the County has no obligation to hire any COCC employee who seeks employment with the County. For the avoidance of doubt, a COCC employee that seeks employment with the County, will have their accrued leave balances, longevity benefits, and years of continuous service with the COCC honored if the County decides to hire such employee (in the County's own discretion) and if such employment occurs within one year of the Effective Date. This provision will not apply to employees hired by the County after the one-year period, nor to employees who have had a break in service from either the COCC or County during the one-year period.

g. CBAs. The Parties agree that the COCC will continue to honor, to the maximum extent feasible, the terms and conditions of employment by formally adopting the current CBAs between the County and the respective union(s) for the duration of the current CBA, and to work with the Employee unions and, when helpful, the Public Employees Relations Commission ("PERC"), to accomplish recognition and/or certification of new bargaining units that will include the Employees, to adopt any amendments to the CBA that are essential to enable the Employees' seamless transition and to replace CBA terms specific to the County that are not applicable to the COCC, pending negotiation of a new CBA when the current CBA expires. In furtherance of this, the Parties have entered into separate Memoranda of Understanding with Local 199 the American Federation of the State, County, Municipal Employees, AFL CIO (AFSCME Local 199), the Government Supervisors Association, Florida, OPEIU Local 100 – Supervisory Employees (GSAF Local 100 – Supervisory), and the Government Supervisors Association, Florida, OPEIU Local 100 – Professional Employees, (GSAF Local 100 – Professional), as the collective bargaining units for all employees covered by the CBAs transitioning from the County to COCC, which are attached to this agreement as **Appendix C**.

h. Employee Service Rights. The COCC will recognize, to the maximum extent feasible, all classified service rights associated with the equivalent County classification for an Employee should, as part of the transition, any Employee classifications need to be retitled to a COCC-specific job classification.

i. Existing Space and Equipment. The County agrees that the Employees may continue (a) to occupy and use their existing space as shown in **Appendix D** for COCC operations and (b) to retain custodianship, operate, and use the existing furniture, equipment and supplies in such existing space to perform their duties for the COCC after the Effective Date as such space, furniture, equipment, and supplies were used by such employees before the Effective Date. Additionally, the County shall use reasonably diligent efforts to identify and provide adequate office space, furniture, and equipment for (1) the newly established Comptroller Audit Operations Department of the COCC as included in the FY 2024-25 Adopted Budget and (2) employees recently displaced due to the termination of the lease at the Courthouse East facility. If any of the existing space identified in **Appendix D** become unavailable for use by the COCC, the County shall provide notice of such to the COCC as soon as practicable and agrees to work with the COCC to identify and secure alternative space for the COCC's use so as to minimize potential disruptions to COCC operations and to ensure continuity of services.

j. Transit Passes. The County agrees to offer Transit passes and Internal Services Department (ISD) parking passes to the Employees at the same rates provided to County employees.

k. Employee Credentials. The Parties agree that COCC employees may continue using their existing County credentials until the COCC replaces them with COCC credentials. The County will treat COCC credentialed employees the same as County employees for access to County facilities.

5. Transition of Assets, Licenses and Contracts.

a. Assets. The Parties agree that the County will transfer custodianship of the Assets (i.e., capital personal property worth at least \$5,000 owned or leased by the County and certain non-capital assets worth less than \$5,000 owned by the County) identified in **Appendix E** attached. The Parties also recognize that there may be other non-capital assets that are located in COCC office space, used exclusively by Finance or COCC Employees, but omitted from **Appendix E**. For all such assets, the Parties agree that COCC may continue to use such assets to perform its functions unless the County provides written notice to COCC that such assets were purchased and intended for use by another County office, department, board, or entity and need to be returned to the County. The COCC agrees to act as custodian of all Assets described in this section, and to hold and safeguard such Assets in accordance with Chapter 274, Florida Statutes. The COCC will maintain accurate records of any Assets that meet the reporting thresholds in Fla. Admin. R. 69I-73.002 or the definition of "attractive items" in Fla. Admin. R. 69I-73.001, including any additions, withdrawals, or transfers back to the County thereof, and will provide annual reports to the County detailing the status and condition of the Assets. The COCC will be liable for any loss or damage to the Assets resulting from its negligence, willful misconduct, or breach of this Agreement.

b. Licenses. The Parties agree that the County will continue to provide information technology services in accordance with the existing memorandum of understanding between the County's Information Technology Department and COCC, including, but not limited to, providing applicable software licenses necessary to effectively perform the COCC's daily operations. Additionally, the County agrees to transfer or provide, as applicable, the licenses outlined in **Appendix F** to the COCC.

c. Contracts. The Parties agree the contracts listed on **Appendix G** will be assigned, in whole or in part as applicable, to the COCC on or within 30 days of the Effective Date.

6. Transfer of Budget and Financial Accounts.

a. Budget. The Parties agree that the pro-rated allocation of the Finance Budget has been duly accounted for and has been fully appropriated to the COCC in the County's FY 2024-25 Budget. However, the Parties acknowledge that there may be a need for the County to amend the FY 2024-25 County Budget in order to transfer any unexpended balances from the Finance Department's FY 2024-25 budget to the COCC following a reconciliation of Finance Department expenditures from October 1, 2024 through January 6, 2025.

b. Financial Accounts. All relevant financial accounts, as reflected in **Appendix H**, will be transferred to the COCC as the authorized signatory on said accounts.

7. **Core Services to be Provided by the County to the COCC.** The Parties agree the County, through the County Mayor or Mayor's designee, will provide the substantially and materially same support services that were provided to the COCC and the Finance Department during the fiscal year prior to the Effective Date. The Parties commit to negotiating in good faith and to executing separate service level agreements within ninety (90) days following the Effective Date; these service level agreements shall subsequently be presented to the Board for approval and adoption. This section shall not be deemed to include legal representation and advice provided by the County through the County Attorney's Office. The Parties acknowledge that such legal services shall be provided in accordance with a separate agreement that shall address attorney-client issues that do not arise in the context of the other support services provided by the County.

8. **Services Provided by the COCC to the County.** The Parties agree the COCC will provide the services previously provided by the Miami-Dade Finance Department to the departments, in accordance with the scope, and at the rates set forth in the attached **Appendix I**. The COCC shall agree to either absorb existing MOUs or agree to continue the services outlined in **Appendix I**, on and after the Effective Date, unless an alternative agreement is reached between the COCC and the County.

9. **Duplication of Services.** The Parties agree that they desire to avoid duplication of services. The COCC agrees that the functions and duties currently performed by the County's Office of Inspector General, Commission Auditor, Department of Internal Compliance, and Office of Policy and Budgetary Affairs serve a separate purpose and do not (and are not intended to) duplicate the COCC's auditor and comptroller functions. The County agrees that the County's Office of Inspector General, Commission Auditor, Department of Internal Compliance, and Office of Policy and

Budgetary Affairs shall fully cooperate with the COCC in any audits performed and conducted in its role as County Auditor. To the extent either Party identifies a power or authority that the other Party is performing duplicating a power or authority allocated exclusively in the notifying Party by statute or constitution, the notifying Party may provide written notice of the duplication of services and request a response within thirty (30) calendar days of the receipt of notice. The notifying Party will have fifteen (15) days to reply to any response. Unless the Parties have agreed to a resolution, either Party may file an action in circuit court regarding the alleged duplication of services notwithstanding and without compliance with Paragraph 30 [Dispute Resolution] of this Agreement.

10. Agreement with Constitutional Offices for Continuity of Service / Support. The Parties agree the COCC acknowledges that any services that were provided prior the Effective Date from the County through its departments of Police, Tax Collector, Property Appraiser, and Elections, can no longer be provided to the COCC by the County; the COCC is advised to consult with the Constitutional Offices of the Sheriff, Tax Collector, Property Appraiser, and Supervisor of Elections to address any services previously provided by such prior County Departments.

11. Budget Submission and Management.

a. Annual Budget Submission. The Parties agree that in accordance with Miami-Dade County Resolution No. R-334-24, the COCC will submit his/her annual proposed budget along with all supporting documentation to the Board by May 1 of each year in accordance with Fla. Stat. 129.03, which governs the manner and presentation of the COCC's budget; per Section 5.03(B) of the Miami-Dade County Home Rule Charter, the County Mayor must submit the County's annual proposed budget to the Board by July 15 of each year, which incorporates the COCC's budget; to ensure adequate time for review and preparation of the County's annual proposed budget, the COCC will adhere to the following provisions regarding the timely submission of its budget. The County also agrees to meet with COCC between May 1 and June 15 to discuss and deliberate concerning the COCC's proposed budget.

b. Refund of Unexpended Balances. The Parties agree the COCC will refund to the accounts of the Board, on an annual basis, any unexpended balances remaining at the close of the fiscal year in the manner provided in **Section 12(b)**.

12. Funding for COCC Operations.

a. The Parties agree that the County will authorize the remittance of funding appropriated to the COCC based on the annual budget approved by the Board in accordance with the budget process established under Florida Statutes Chapter 129 and Section 218.35(2) for the COCC's operations ("County Funding"). The County will remit County Funding to the COCC in the manner set forth herein. For the first quarter of the fiscal year, the County will remit 25 percent of County Funding at the commencement of the first quarter of the fiscal year. For the remaining nine months of the fiscal year, the County will remit County Funding to COCC on a monthly pro-rated basis. The Parties agree to reevaluate this remittance schedule to determine whether it is sustainable for the COCC's cash flow and operational needs. If the remittance schedule is found to be unsustainable, the Parties will collaborate in good faith to identify and implement an alternative remittance schedule that ensures sufficient funding for COCC operations while maintaining compliance with all applicable

rules. The County may adjust the authorized remittance amounts in accordance with any subsequent budget modifications.

b. Before November 1st of each year, the Parties will identify any unexpended balances of County Funding from the prior fiscal year and adjust the first monthly transfer in the second quarter (i.e. January 1) to true up the surplus from the prior fiscal year budget transfers.

c. In the event the COCC incurs costs or expenses that were not reasonably anticipated during the budgeting process, the COCC will provide the County with a written request for additional County Funding. The County may review such requests and, if deemed appropriate, may provide supplemental funding, subject to availability of funds, Board approval, and compliance with applicable statutory requirements.

d. The COCC will provide the County with quarterly reports, no later than fifteen (15) business days following the end of each quarter, detailing the COCC's use of County Funding and providing an updated status of the COCC operations funded by County Funding under this Agreement.

e. In the event of a disaster or emergency affecting the operations of the COCC, the County agrees to act reasonably to consider all requests from the COCC to, and when reasonably possible, approve and provide immediate financial support as follows, for County-Authorized Remittance of Emergency Funds, if a disaster or emergency is declared, and the COCC requires immediate funding to continue operations or to address recovery efforts, the County may authorize remittance of funds to the COCC as necessary to cover costs associated with the emergency. These costs may include, but are not limited to, forced account labor, repairs, restoration of services, procurement of emergency goods and services, and other operational expenditures required for continuity of COCC functions. For reimbursement from federal or state grantors, the County's authorization of remittance of emergency funds will be considered a temporary advance, pending reimbursement by federal or state grantors, including but not limited to the Federal Emergency Management Agency (FEMA) or any other applicable state or federal agency. The COCC will cooperate with the County in submitting the necessary documentation for reimbursement and will ensure compliance with all federal and state grant requirements, including submission of reports and invoices for reimbursable expenses. For recovery and reimbursement, upon receipt of reimbursement from federal or state grantors, the COCC will ensure that such funds are remitted back to the County to the extent of any emergency funding provided. The County and the COCC will maintain detailed records of all emergency-related expenditures to facilitate audit and reimbursement processes, in compliance with all applicable federal and state regulations. For non-reimbursable expenses, in the event that certain expenses incurred during the emergency are deemed non-reimbursable by federal or state grantors, the COCC will consult to determine an appropriate course of action for addressing those costs.

13. **Appendices.** All Appendices (Appendices A through I) referenced in the agreement will reflect the most up-to-date list of positions, assets, accounts, etc. as of close of business January 6, 2025. However, the Parties may, by mutual written consent, update any appendices following the Effective Date that may have unintentionally omitted the most up-to-date information as of close of business January 6, 2025.

14. Notice. Any notice, consent or other communication required to be given under this Agreement shall be in writing, and shall be considered given when delivered in person or sent by mail or electronic mail (provided that any notice sent by facsimile or electronic mail shall simultaneously be sent personal delivery, overnight courier or certified mail as provided herein), one (1) business day after being sent by reputable overnight carrier or three (3) business days after being mailed by certified mail, return receipt requested, to the Parties at the addresses set forth below (or at such other address as a Party may specify by notice given pursuant to this section to the other Party).

| To County: | | To COCC: | |
|--|--|---|--|
| Administration | Legal Counsel | Administration | Legal Counsel |
| Daniella Levine Cava Mayor | Geri Bonzon-Keenan County Attorney | Juan Fernandez-Barquin Clerk of the Court and Comptroller | Luis Montaldo Legal Counsel |
| Miami-Dade County Office of the Mayor | Miami-Dade County Attorney's Office | Clerk of the Court and Comptroller of Miami- Dade County | Clerk of the Court and Comptroller of Miami- Dade County |
| 111 NW 1 st Street, 29 Floor Miami, FL 33128 | 111 NW 1 st Street, 28 Floor Miami, FL 33128 | 73 West Flagler Street Miami, FL 33130 | 73 West Flagler Street Miami, FL 33130 |
| Email: daniella.cava@miamida de.gov | Email: geri.bonzon- keenan@miamidade.gov | Email: juan.fbarquin@miamida declerk.gov | Email: luis.montaldo@miami dadeclerk.gov |

15. Relationship of the Parties. The Parties agree that they are independent entities, and not agents for one another. No Party or its officers, elected or appointed officials, employees, agents, independent contractors or consultants shall be considered employees or agents of any other Party, nor to have been authorized to incur any expense on behalf of any other Party, nor to act for or to bind any other Party.

16. Mutual Cooperation. The Parties will use their reasonable best efforts to cooperate with each other in performing their respective obligations under this Agreement and with the Employees' union(s) and, if helpful, PERC. Such cooperation will include, without limitation, sharing non-privileged and non-confidential information, executing and delivering such other and additional instruments and documents or amendments thereto as may reasonably be requested by the other Party to carry out this Agreement, assigning licenses and contracts to the other Party, and supplemental budgetary requests as necessary to facilitate the transition and preserve continuity of services to County residents.

17. Liability. The Parties to this Agreement shall not be deemed to assume any liability for the negligent or wrongful acts, or omissions of the other Party. Nothing contained herein shall be construed as a waiver, by either Party, of the liability limits established in Section 768.28, Florida Statutes.

18. **Joint Preparation.** The preparation of this Agreement has been a joint effort of the Parties, and the resulting document shall not, solely as a matter of judicial construction, be construed more severely against one of the Parties than the other.

19. **Headings.** Captions and headings in this Agreement are for ease of reference only and do not constitute a part of this Agreement and shall not affect the meaning or interpretation of any provisions herein.

20. **Waiver.** There shall be no waiver of any right related to this Agreement unless in writing and signed by the Party waiving such right. No delay or failure to exercise a right under this Agreement shall impair such right or shall be construed to be a waiver thereof. Any waiver shall be limited to the right so waived and shall not be deemed a waiver of the same right at a later time or of any other right under this Agreement. Waiver by any Party of any breach of any provision of this Agreement shall not be considered as or constitute a continuing waiver or a waiver of any other breach of the same or any other provision of this Agreement.

21. **Representation of the COCC.** The COCC represents that this Agreement has been duly authorized, executed, and delivered by the COCC.

22. **Representation of the County.** The County represents that this Agreement has been duly approved, executed, and delivered by the Board, as the governing body of the County, and it has granted the Miami-Dade County Mayor the required power and authority to execute this Agreement.

23. **Invalidity of Provisions, Severability.** Wherever possible, each provision of the Agreement shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this Agreement shall be prohibited or invalid under applicable law, such provision shall be ineffective to the extent of such prohibition or invalidity, without invalidating the remainder of such provision or the remaining provisions of this Agreement, provided that the material purposes of this Agreement can be determined and effectuated.

24. **Assignment.** The Parties may not assign all or any portion of this Agreement without the prior written consent of the other Party.

25. **Entirety of Agreement.** This Agreement, and the attachments thereto, incorporates and includes all prior negotiations, correspondence, conversations, agreements, and understandings applicable to the matters contained in this Agreement. The Parties agree that there are no commitments, agreements, or understandings concerning the subject matter of this Agreement that are not contained in this Agreement, and that this Agreement contains the entire agreement between the Parties as to all matters contained herein. Accordingly, it is agreed that no deviation from the terms hereof shall be predicated upon any prior representations or agreements, whether oral or written. It is further agreed that any oral representations or modifications concerning this Agreement shall be of no force or effect, and that this Agreement may be modified, altered or amended only by a written amendment duly executed by both Parties hereto or their authorized representatives. Notwithstanding the foregoing, the Parties agree and acknowledge that this Agreement is intended to address the purpose identified in **Section 1** and it is not intended to comprehensively address all aspects of the relationship between the County and COCC and either's corresponding duties to the other except as expressly set forth herein. Accordingly,

the omission from this Agreement of any additional matter concerning the County and COCC shall not be inferred to be a resolution of such matter by the County and the COCC or treated as an amendment to any other agreements that may exist between the County and COCC.

26. **Governing Law; Venue.** This Agreement shall be governed by, and construed in accordance with, the laws of Florida, without regard to any conflicts of laws principles that might require the application of the laws of any other jurisdiction. Venue for any dispute arising out of this Agreement shall be exclusively in the Circuit Court of the 11th Judicial Circuit, in and for Miami-Dade County, Florida.

27. **Third-Party Beneficiary.** No other person or entity shall be deemed to be an express or implied third-party beneficiary of this Agreement or of any other attachment, document, or exhibit associated with this Agreement, nor shall this Agreement create any rights, obligations, or duties on any entity except the County and the COCC.

28. **Supplementary Agreement Provision.** Due to the nature of this transition, the County acknowledges that not all operative aspects may be addressed in this initial Agreement. Due to this, amendments to this Agreement or additional agreements may be necessary to address inadvertent oversights in the future as they are presented.

a. **Additional Agreements:** After the execution of this Agreement, the County or the COCC may identify the need for additional agreements or modifications to this Agreement to achieve the objectives of the Agreement. Both Parties agree to negotiating in good faith such additional agreements or amendments, as necessary in the form of a Supplemental Agreement which shall be presented to the Board for its approval.

b. **Conflicts Between Agreements:** In the event of any conflict between this Agreement, amendments, and Supplemental Agreements, the order of precedence is as follows: (1) additional Supplemental Agreement(s) or amendment(s) in order of recency of approval; and (2) this Agreement. Specific provisions within any of the aforementioned will take precedence over general provisions related to the same subject matter. For agreements addressing specific subjects, the more specific agreement shall govern independently of other agreements and the Agreement concerning that subject.

29. **Disclosures.**

a. **Transparency of Employee Salaries:** In conformance with current practice, the COCC acknowledges that the Employees' salaries will be displayed on the County's Transparency Website until this information can be published on the COCC website.

b. **Retroactive Payments:** For events occurring prior to the Effective Date that may lead to a retroactive payment after the Effective Date, including but not limited to Retro Rate Changes or Prior Period Time Sheet Adjustments, such payments will be made from the funding source from which the position was funded prior to the Effective Date. For the COCC's County-Funded positions, the County will absorb the costs of such transactions. For COCC's non-funded County positions, the County will seek payment from the COCC for the retroactive payments. Such adjustments may stem from changes in FRS calculations, Worker's Compensation, Payroll Modifications, or any other related factors.

c. Overpayments: The COCC agrees that back pay and the recovery of overpayments to COCC employees on and after the Effective Date will be in accordance with the County's practices and procedures, and any applicable collective bargaining agreements, until such time as alternative procedures are established by the COCC. The COCC will collect and remit to the County any County Funding determined by the County to have been erroneously paid to Clerk employees prior to the Effective Date, through biweekly paycheck deductions. Unless the County agrees to a different recovery rate, the recovery rate will be a biweekly rate equal to the biweekly rate of the erroneous payment to the employee, or at the minimum rate of \$50 per pay period, whichever rate is greater. The specific recovery rate will be determined through an agreement between the employees concerned and the County's Human Resources Department, as the service provider, upon notification to the concerned employee. Except as otherwise provided in an applicable collective bargaining agreement, the concerned employee must contact the County's Human Resources Department within 14 calendar days of notification to establish a specific recovery rate. If no agreement is reached, the COCC will impose a deduction rate it deems appropriate. The COCC will ensure that all collected County-funded overpayments are promptly remitted to the County.


30. **Dispute Resolution.** In accordance with Section 163.01(5)(p), Florida Statutes, the Parties agree that they should try to resolve their differences over implementation of this Agreement before resorting to Court. Toward this end the Parties have structured the following dispute resolution process to make Court the last resort. The escalation steps in the process are:

a. In the event of any disagreement arising out of this Agreement including its implementation, a Party/Claimant will provide written notice of dispute ("Notice of Dispute") to the other Party, fully describing the issue presented and explaining why any performance, decision, action, or failure to act is inconsistent with this Agreement and which part(s) of it. The other Party/Respondent will provide a written response to each point raised ("Response") within twenty (20) calendar days of the receipt of the Notice of Dispute. The Notice of Dispute and Response will receive the approval of the highest administrative officer of the Party. Respondent may declare an impasse ("Impasse") if the Response is unacceptable or continue to negotiate with claimant.

b. In the event the Parties are unable to agree to a resolution under this section, the Parties agree to mediate the dispute in Miami-Dade County within sixty (60) calendar days of the date of the Impasse before filing a lawsuit. The Parties will agree on a mediator that is licensed to practice law in Florida.

IN WITNESS THEREOF, the authorized representative of each Party has executed this Agreement on the date stated below.

MIAMI-DADE COUNTY, FLORIDA

By:  for
Daniella Levine Cava, County Mayor

DATE: January 7, 2025


MIAMI-DADE COUNTY, FLORIDA BY
ITS BOARD OF COUNTY
COMMISSIONERS

Stephen P. Clark Center
111 NW 1 Street
Miami, Florida 33128

Approved as to Form and Legal Sufficiency:

By: Michael Valdes
County Attorney

MIAMI-DADE COUNTY CLERK OF THE COURT
AND COMPTROLLER

By:  Barquin
Juan Fernandez-Barquin
Clerk of the Court and Comptroller

DATE: 12-3-2024