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CLERK OF THE BOARD
OF COUNTY COMMISSIONERS
MIAMI-DADE COUNTY, FLORIDA

INTERLOCAL AGREEMENT BETWEEN
MIAMI-DADE SHERIFF'S OFFICE
AND
MIAMI-DADE COUNTY

THIS INTERLOCAL AGREEMENT ("**Agreement**") is entered into, pursuant to Sections 163.01 and 125.01015, 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 the Miami-Dade Sheriff's Office, a constitutional office of the State of Florida (the "**MDSO**") to ensure continuity of services for County residents and a seamless transition for employees functions, contracts, assets, equipment, grants and licenses from the County to the OS in compliance with Florida law. Together, the County and MDSO 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; and

WHEREAS, Amendment 10 mandates, among other provisions, 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; and

WHEREAS, Amendment 10 provided that it shall take effect in the County on January 7, 2025 (the "**Effective Date**"); and

WHEREAS, Florida Statutes section 125.01015 provides for the transition and operational establishment of a Sheriff's office, by mandating that the County prepare and deliver and the Sheriff take receipt and possession of all documents, property, and other items listed in subsection (5) to the Sheriff's office, and that the County provide funding for: all necessary Sheriff's office staff and office space, any necessary insurances not provided by the County, the establishment of bank and other account, and the procurement of required surety bonds for deputy sheriffs; and

WHEREAS, Florida Statutes section 125.01015 also requires that the County provide and the Sheriff's office utilize certain "support services," facilities, office space, and "information technology infrastructure" required for the independent functioning of the new MDSO; and

WHEREAS, Florida Statutes section 125.01015 outlines the need for comprehensive preparation and support services to be provided from January 7, 2025, through September 30, 2028 ("**Transition Period**"), as set forth in an interlocal agreement, to ensure a smooth transition and effective operation of the MDSO; and

WHEREAS, given the short time period provided for the review, negotiation, finalization of an interlocal agreement covering the Transition Period, including all related agreements, the Parties agree that Service Level Agreements (“SLA”) setting forth with greater specificity the terms of the provision of the support services, facilities, office space, and information technology infrastructure to be provided by the County to the MDSO will be negotiated within one hundred and eighty (180) days from the Effective Date; unless additional time is agreed to by the Parties; and

WHEREAS, the Parties recognize the need to transition by the Effective Date the budgeted positions and classifications under the control of the Miami-Dade Police Department (“MDPD”) (“**MDPD Positions**”), (Appendix A-1), employees associated with the MDPD Positions (“**MDPD Personnel**”) and one-quarter of the remainder of the approved FY 2024-25 budget for the MDSO (Appendix A-2) (“**Initial Funding**”) necessary to perform the functions of the MDSO; and

WHEREAS, this 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 MDPD Personnel, on the same terms and conditions; and

WHEREAS, the Parties recognize the need to also transfer all assets, contracts, grants, and licenses received or used by the MDPD (“**MDPD Assets**”) to perform the traditional functions of the MDSO; and

WHEREAS, the Parties recognize the requirements under Florida Statutes section 125.01015 that certain “support services” (which include maintenance/management of property and facilities, communications infrastructure, risk management, purchasing and procurement services, budget and fiscal software, human resources services, and fleet management), facilities, office space, and “information technology infrastructure” be provided by the County and used by the MDSO to perform the traditional functions of the MDSO,

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 to provide for the transition of “**MDPD Positions**,” “**MDPD Personnel**,” “**MDPD Assets**,” and the “**Initial Funding**” from the County to the MDSO to enable the MDSO to carry out the functions of the MDSO, 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 for employees to transfer with their positions from the County to the MDSO without any interruption to their employment status or accrual of benefits. In addition, this Agreement provides for the provision and acceptance of “support services”, facilities, office space, and “information technology infrastructure,” as required by Florida Statute 125.01015.

2. **Duration.** This Agreement shall take effect on the Effective Date and shall terminate on September 30, 2028, unless extended by the agreement of both Parties. Notwithstanding the foregoing, the MDSO’s obligation in **Section 4** 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 Employees and Positions**

a. **Positions.** The Parties agree that the County will transfer all MDPD Positions, along with the requisite funding as detailed in FY 2024-25 Adopted Budget, to the MDSO by the Effective Date.

b. **Employees.** The Parties agree that all MDPD Personnel employed on January 6, 2025, will transition from employment with the County to employment with the MDSO and shall no longer be employees of the County and shall become solely employees of the MDSO effective 12:00 a.m., January 7, 2025, with the possible exception of MDPD employees occupying the MDPD positions listed in Appendix A-3. For those MDPD employees occupying positions listed in Appendix A-3, such employees will only transition to the MDSO through a written offer of employment, at the sole discretion of the Sheriff, which the Sheriff will issue by December 20, 2024. The Sheriff shall also provide written notice, by December 20, 2024, to those MDPD employees to whom the Sheriff will not be extending offers of employment. The Sheriff will also inform the County of such offers of employment and those employees not receiving offers of employment on the same date. On and after January 7, 2025, MDSO employees shall be subject to the sole direction and control of the Sheriff.

c. Nothing in this Agreement shall be interpreted to grant any MDPD Personnel any expectation of continued employment with the County or with MDSO on or after January 7, 2025, subject to applicable civil service rules or otherwise under the law.

d. The Parties agree that all collective bargaining unit employees will transition from County/MDPD employees to MDSO employees on January 7, 2025, and that these personnel movements do not in any way trigger actual or constructive layoffs, based on, e.g., the MDSO's acceptance of all such employees and its agreement to honor such employees' compensation, benefits, leave balances, and longevity benefits. The Sheriff agrees to work cooperatively with the County and to take such actions as are legally permissible to assist in avoiding any demand for layoff procedures (such as layoff notices, bumping, recall, or re-employment opportunities) or separation payments for MDPD employees transitioning to the MDSO on January 7, 2025. The Sheriff agrees to cooperate with the County in the defense of any claim that separation payments or layoff procedures were required to be made for MDPD employees transitioning to the MDSO on January 7, 2025.

e. **Terms of Employment.** MDSO and the Sheriff explicitly retain the right and discretion to establish terms and conditions of employment for MDSO employees as of the Effective Date, subject to any existing limitations and/or obligations under Florida law. MDSO will endeavor to provide notice of any changes to existing terms and conditions of employment in advance of the Effective Date.

f. Seamless Transition. Notwithstanding the right of the MDSO and the Sheriff to establish initial terms and conditions of employment, the Parties agree that they will facilitate, to the maximum extent feasible, a seamless transition for MDPD Personnel who are transitioned to MDSO, 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 any subsequently negotiated collective bargaining agreements.

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

h. Benefits Administration. 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.

i. Credentials. Both Parties agree that MDSO Employees may continue using their existing County credentials until the MDSO replaces them with MDSO credentials. The County will treat MDSO credentialed Personnel the same as County employees for access to County facilities.

j. Accrued Leave Balances. The Parties agree that the MDSO will honor, to the maximum extent feasible, all existing employee accrued leave balances (such as annual, sick, holiday and administrative leave balance), and otherwise maintain the status quo of the terms and conditions of employment subject to any subsequently negotiated collective bargaining agreements.

k. Longevity Benefits. The Parties agree that the MDSO will honor, to the maximum extent feasible, all existing MDPD Personnel longevity benefits (longevity bonus award and longevity leave accruals), and otherwise maintain the status quo of the terms and conditions of employment subject to any subsequently negotiated collective bargaining agreements.

l. County Employees Seeking MDSO Employment: For a period of one (1) year after the Effective Date, the MDSO 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 MDSO 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 MDSO on or after the Effective Date. For the avoidance of doubt, a County employee that seeks employment with the MDSO, will have their accrued leave balances, longevity benefits, and years of continuous service with the County honored if the MDSO decides to hire such employee (in the Sheriff's sole discretion) and if such employment occurs within one year of the Effective Date. This provision will not apply to employees hired by the MDSO after the one-year period, nor to employees who have a break in service from the County other than to be hired by the MDSO pursuant to this provision. Furthermore, employees shall not be eligible to take advantage of the

benefit provided in this subsection more than one time.

m. MDSO 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 MDSO for longevity bonus calculations, subject to and consistent with the terms of any applicable CBA, for any MDSO employee hired by the County. For the avoidance of doubt, a MDSO employee that seeks employment with the County, will have their accrued leave balances, longevity benefits, and years of continuous service with the MDSO 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 the MDSO during the one-year period. Furthermore, employees shall not be eligible to take advantage of the benefit provided in this subsection more than one time.

n. Promotional Exam List. MDSO shall accept the currently-active promotional list.

5. **Transfer of Assets, Licenses and Contracts**

a. Capital Personal Property (Appendix C):

Appendix C attached hereto contains a list of assets worth at least \$5,000 or more that are owned or leased by the County (the "Assets") along with the identification of which Assets are owned and which Assets are leased and, for those that are leased, the expiration date of the lease. The MDSO agrees to hold and safeguard such Assets in accordance with the terms and conditions of this Agreement and Chapter 274, Florida Statutes.

i. Transfer of Ownership of Capital Personal Property Assets:

Ownership of Capital Personal Property identified in Appendix C attached which is worth at least \$5,000 owned by the County and for which there is no outstanding debt-service obligation, shall transfer to the MDSO. The Parties acknowledge the transfer of said assets shall begin after the Effective Date and the County shall develop a transition plan, in coordination with the MDSO, to transfer said assets to the MDSO. The Parties agree to cooperate with one another to effectuate such transfer and the Sheriff agrees to execute all documentation reasonably required to memorialize, document or record ownership in MDSO as a result of the transfer.

ii. Transfer of Custodianship of Capital Personal Property Assets:

Custodianship of Capital Personal Property identified in Appendix C attached and which is worth at least \$5,000 leased by the County, shall transfer to the MDSO. The MDSO shall exercise reasonable care and diligence in the safekeeping of the Assets and shall not commingle the Assets with its own property or with the property of others.

With respect to those Assets that are identified in Appendix C as being leased by the County, the MDSO shall use and maintain said Assets in accordance with all of the terms and conditions of the lease agreement governing said Assets. Copies of the lease agreements for each of the leased Assets shall be provided to the Sheriff on or before the Effective Date of this Agreement.

For Assets that are identified in the Appendix C as being leased by the County, this custodianship shall remain in effect until the date specified in Appendix C at which time custodianship of said Asset shall automatically be withdrawn, and the MDSO acknowledges that this Agreement serves as the consent required under by Fla. Stat. § 274.03 to withdraw its custodianship of such Leased Assets on the date specified in Appendix C. Upon withdrawal of custodianship, the MDSO shall promptly deliver any relevant Assets to the County or as otherwise directed by the County in writing. This provision shall survive any event of termination of this Agreement.

Any Asset utilized by the MDSO that remains under the County's ownership shall be governed by the indemnity obligations of each party as set forth in a separate Intergovernmental Agreement outlined in Appendix D.

- iii. For all Assets where the MDSO has been provided custodianship, the MDSO shall maintain accurate records of such Assets, including any additions, withdrawals, or transfers back to the County thereof, and shall provide regular annual reports to the County detailing the status and condition of the Assets.
- iv. Where the MDSO has been provided custodianship of Assets, the MDSO shall be liable to the County for any loss or damage to any Assets resulting from MDSO's negligence, willful misconduct, or breach of this Agreement.
- v. In addition, where the MDSO has been provided custodianship of Assets, if any of the Assets specified in Appendix C are or become

obsolete or the continued use of such asset(s) is uneconomical or inefficient, or such asset(s) serves no useful function, then the MDSO shall provide written notice to the County and shall return such Asset to the County so that the County may surplus, convey, donate, destroy, sell, abandon, otherwise dispose of, or use such asset(s) in accordance with Chapter 274, Florida Statutes and any applicable requirements or procedures under County code or regulation.

- vi. If the MDSO uses an Asset in a manner that is deemed inappropriate or inconsistent with its reasonable intended use, the County shall have the right to request the return of the Asset for any Assets where the MDSO has been provided custodianship.
- vii. The County shall be responsible for managing all debt-service obligations related to the acquisition of any Asset. Accordingly, the County shall retain ownership but transfer custodianship of any such Asset to the MDSO until such Asset is fully paid off. Upon full payment of the Asset, the County shall transfer ownership of the Asset to the MDSO. The Parties agree to cooperate with one another to effectuate such transfer and the Sheriff agrees to execute all documentation reasonably required to memorialize, document or record ownership in MDSO as a result of the transfer.

b. Non-capital Assets (Appendix E):

i. Transfer of Ownership of Non-Capital Assets:

Ownership of Non-Capital Assets identified in Appendix E, and which is worth less than \$5,000 and owned by the County, shall transfer to the MDSO. The Parties acknowledge the transfer of said assets shall begin after the Effective Date and the County shall develop a transition plan, in coordination with the MDSO, to transfer said assets to the MDSO. The Parties agree to cooperate with one another to effectuate such transfer and the Sheriff agrees to execute all documentation reasonably required to memorialize, document or record ownership in MDSO as a result of the transfer.

c. Applicable Licenses. The Parties agree that the County will continue to provide information technology services in accordance with the existing Memorandum of Understanding between MDPD and the County's Information Technology Department ("ITD MOU"), which ITD MOU is attached hereto as Appendix F, including, but not limited to, providing applicable current software licenses necessary to effectively perform the MDSO daily operations; the County also agrees to assign the ITD MOU from MDPD to the MDSO on the Effective Date and the MDSO agrees to accept the assignment of the ITD MOU. The County also agrees to transfer the

licenses outlined in Appendix G to the MDSO; and

d. Contracts. The Parties agree the contracts listed on Appendix H will be assigned to the MDSO, in whole or in part as applicable, on or within 30 days of the Effective Date; and

e. Grants. The Parties agree that the County shall manage existing grants (as identified in Appendix I) through grant sub-awardee agreements. The County will assign a staff member to oversee these grants, with the MDSO serving as sub-grantee. These sub-awardee agreements will be effective for the duration of the grants. Once a grant expires, the MDSO will take over the responsibility of independently applying for, establishing, and managing its grants; and

f. Facilities:

i. Primary Office (Appendix J):

In accordance with Article VIII, Section 1(k) of the Florida Constitution, the County will provide necessary office space for the principal office, and location of permanent records, of the MDSO without charge, including utilities. Currently, the facilities listed in Appendix J are those that are available for the use of the MDSO, and the County agrees that the MDPD Personnel may continue to occupy and use the facilities listed in Appendix J for MDSO operations after the Effective Date, but those facilities are subject to change, including additions, deletions and replacements. In the event that the County seeks to take possession of the facility listed below, they shall provide MDSO with notice in writing at least 180 days before taking possession and shall provide a comparable, alternative building. The County will work collaboratively with the MDSO with respect to any necessary changes.

9105 NW 25 Street, Doral, FL 33172

ii. Branch Offices (Appendix J):

County-owned Facilities:

The County will grant tenancy to the MDSO for certain facilities for the offices, and locations of permanent records. The County shall be responsible for the actual cost of equipping and maintaining the County-owned facilities where the MDSO has established tenancy. For FY24-25, the associated costs for these facilities will be covered by the County's Non-Departmental General Fund. The Sheriff acknowledges that future charges and costs for Branch Offices will be determined through the adoption of the annual budget

on a year-by-year basis. In the event that the County seeks to take possession of any County-owned facility, they shall provide MDSO with notice in writing at least 180 days before taking possession and shall provide a comparable, alternative facility.

County Department-owned Facilities:

The County shall grant the MDSO the right to occupy the facilities designated as "County Department-owned," as listed in Appendix J of this Agreement for the purposes of providing services to the applicable County Department. The County shall be responsible for the actual costs associated with equipping and maintaining these facilities. The MDSO's use of the facilities listed in Appendix J shall be solely for serving the property within which the MDSO is using the facility listed in Appendix J and shall not be used to establish permanent sub-station activities or provide services unrelated to the property's intended use. Occupancy must comply with all applicable County rules, regulations, and ordinances, and the right of occupancy shall not be deemed perpetual. In the event that the County seeks to take possession of any County Department-owned facility, the County shall provide MDSO with notice in writing at least 180 days before taking possession and, if there continues to be a need for MDSO to have occupancy at/near the facility to provide services to the applicable property, the County shall, following consultation between the Parties, provide a comparable alternative facility.

County-leased Facilities:

The County will grant tenancy to the MDSO for certain other facilities tagged as "County-leased" listed in Appendix J for the offices, and locations of permanent records. The associated costs for these facilities will be covered by the MDSO's annual budget with funds provided by the County. Notice provisions governed by lease agreements.

g. Lease and Financing Programs. The MDSO may choose to establish an independent lease purchase program and determine the procedures for such purchases. The MDSO may also elect to participate in the County's Master Lease Purchase Program by entering into an interlocal agreement with the County under the following conditions:

- i. The County's Lease/Purchase Program shall not be considered a debt issuance. By contract, the vehicle will be returned in the event of default. There shall be no lien, only a covenant to budget and appropriate the annual payment.

- ii. The County shall provide for these lease/purchases as part of the Sheriff's annual operating budget.
- iii. The Sheriff may not commit the Board to budget and appropriate funds over multiple budget years.
- iv. The Sheriff may enter into a multi-year agreement only if the agreement includes a provision stipulating that the Sheriff will pay a specified amount annually or monthly over a defined number of years, contingent upon the Board's budgeting and appropriation of funds. If the Board does not budget and appropriate the necessary funds, the contract may be terminated.

6. **Capital Program and Grant Management.**

a. **County-Funded Capital Programs.** For capital improvements to facilities owned by the County and shared with the MDSO, the County shall serve as the project manager and oversee all aspects of the project. The County shall handle all payments directly to vendors, subject to the submission of invoices and documentation in accordance with County procurement and payment procedures. For capital improvements to facilities occupied solely by the MDSO, the County shall work with the MDSO to enter into separate Project/Facility Management Agreement(s) that designates the Sheriff or her designee as project manager to assume responsibility for overseeing the project, coordinating with vendors, and handling financial documentation subject to such oversight and accountability measures deemed necessary by the County as owner of the facility. In any such Project/Facility Management Agreement, the MDSO agrees to honor the County's General Guidelines for Bondable Capital Improvements which are found in Appendix K and shall follow the County's Building Better Communities General Obligation Bond Program Administrative Rules for GOB-funded projects outlined in Appendix L. The MDSO's Multi-Year Capital Program can be found in Appendix M. Until such Project/Facility Management Agreement(s) can be adopted, the Parties agree that capital improvements to facilities occupied solely by the MDSO shall be handled in the same manner as existed prior to the Effective Date with any responsibilities for project management previously handled by MDPD now being handled by MDSO and any responsibilities for project management previously handled by other County Departments continuing to be handled by the County.

b. **Grant Management.** For grants awarded to the County that are intended to support the operations of the MDSO, the Parties shall enter into a sub-awardee grant agreement for the management and disbursement of grant funds. The MDSO shall oversee all programmatic aspects of the grant and ensure compliance with grant conditions. Upon securing the necessary goods and services, and once vendor invoices are reviewed and approved, the MDSO shall remit payment with its office funds to the vendor upon receipt of the proper documentation and ensure compliance with applicable financial policies. The MDSO shall submit all necessary documentation for reimbursement from the County as detailed in Appendix N. For after-the-fact disallowable expenses, the County shall adjust and reconcile the Grant accordingly and request from the MDSO the reimbursement of said expenses to be reimbursed by the MDSO within 30 days of notice.

7. **Transfer of Budget and Financial Accounts**. The Parties agree that the pro-rated allocation (based on the time remaining in the fiscal year following the Effective Date) of the Sheriff's budget for FY 2024-25 has been duly accounted for and has been fully appropriated to the MDSO on the Effective Date; all relevant financial accounts, as reflected in Appendix O, will be transferred to the MDSO as the authorized signatory on said accounts.

8. **Integrated Financial Resources Management System (INFORMS)**. The Parties agree the MDSO will be included as a member of the INFORMS Continuous Improvement Advisory Group, which shall be responsible for collectively discussing, recommending, and approving any changes to the INFORMS system, including but not limited to system updates, specialized security access, system configuration, logic changes, modifications, and corrective data updates or any other alterations within INFORMS. Additionally, the Parties agree that MDSO will be included in the approval path for granting, modifying, or terminating security access to the INFORMS system modules, whereas no new user access or changes to existing user access for these modules will be granted, except during emergency support situations, without prior approval from the MDSO, ensuring compliance with relevant security protocols, segregation of duty structures, and financial oversight requirements where relevant.

a. **Termination of INFORMS Utilization:**

The MDSO shall have the right to terminate the utilization of INFORMS after the expiration of the Initial Term of this Agreement provided that the MDSO provides at least 120 days advance notice of termination. The termination shall be effective on the December 31st at 11:59 p.m. ("Termination Date") following the expiration of the 120-day period. The time period from when the MDSO delivers the notice to the County and the Termination shall be referred to herein as the "Grace Period." The Grace Period shall also include the alignment with Federal, State and County reporting business cycles / timelines (applicable to Financial, Budgetary and HR activities). Accordingly, the Termination Date of the Grace Period may be adjusted, on the mutual agreement of the MDSO and the County, to align with key business process activities/events such as year-end close out, open enrollment, etc. During the Grace Period, the County will continue to support the MDSO in utilizing INFORMS and will fulfill any outstanding obligations as outlined in the SLAs.

In the event that the MDSO elects to terminate its use of INFORMS, the County will furnish, upon request from the MDSO, the reporting of historical data upon termination of the Agreement, relevant to its office as it existed before the termination of INFORMS. The County shall retain historical data for a period of time as required by law. The furnishment of historical data shall be provided to the MDSO in a manner that is deemed convenient for both Parties.

If the MDSO chooses to terminate the use of INFORMS, the County does not

guarantee the continuation of any or all services specified in the Service Provider Department SLAs. The County will notify the MDSO in writing within 30 days of discovery if it is unable to meet SLA obligations due to the discontinuation of INFORMS by the MDSO.

The MDSO acknowledges any terminations of service within a fiscal or calendar year may require post-termination activities to comply with Federal, State and Provider Partner information requirements (examples include, but not limited to: W2s, 1099s, Tax Filings, etc.) and the MDSO shall be responsible for undertaking all such post-termination activities.

9. **Core Services to be Provided by the County to the MDSO.** The Parties agree the County will maintain and provide substantially and materially the same support services (as such “support services” are defined in Florida Statutes section 125.01015) to the MDSO that were provided to MDPD during the fiscal year prior to the Effective Date. The Parties commit to negotiating in good faith and to executing separate SLAs, within one hundred and eighty (180) days following the Effective Date, which shall set forth in detail and include the terms and conditions, pursuant to Florida Statutes section 125.01015, of the County’s provision and the MDSO’s use of “support services” (maintenance/management of property and facilities, communications infrastructure, risk management, purchasing and procurement services, budget and fiscal software, human resources services, and fleet management), facilities, office space, and “information technology infrastructure,” and 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.

10. **Services Provided by the MDSO to the County.** The MDSO will assess the services and/or programs previously provided by the MDPD to the public and to County departments and officials and, in coordination with the respective County partners, will determine the level of services for those services and/or programs. Notwithstanding the foregoing, for those services outlined in Appendix P, the MDSO agrees to continue to provide said services at substantially and materially the same level of support that was provided by MDPD during the fiscal year prior to the Effective Date provided that the County has included or added necessary funding in the MDSO’s budget for such services. The Parties agree to enter into an agreement detailing the services to be provided by MDSO to the County within ninety (90) days of the Effective Date.

11. **Designation of 911 Coordinator.** In accordance with section 60FF-6.004 of the Florida Administrative Code, the county’s 911 Coordinator shall be designated by the Board. In making that decision, the County shall consult with MDSO who may provide a pool of qualified individuals recommended by MDSO for consideration. The 911 Coordinator will be responsible for overseeing the implementation and maintenance of the county’s 911 systems, ensuring compliance with all relevant state and federal regulations. The 911 Coordinator shall also be responsible for

collecting and managing the county's 911 fees, which are fees imposed by the state on prepaid wireless, postpaid wireless, and non-wireless services, and a portion of the revenues generated are allocated by the state to counties for 911 services. The 911 Coordinator will act as the primary liaison between the County and the MDSO and other relevant public safety entities to ensure the efficient operation of emergency communication systems.

MDSO and the County, through the 911 Coordinator, agree to work cooperatively to ensure the effective coordination and management of 911 services within Miami-Dade County. At the MDSO's request, the 911 Coordinator shall participate in regular meetings with MDSO personnel to provide updates on the integration of communication systems, including protocols for incident response and disaster management.

Parties agree to cooperate on any necessary support and resources, as recommended by the 911 Coordinator, to maintain and enhance the functionality of the County's emergency communication systems. In the event of any disagreements concerning the coordination of 911 services, both Parties agree to seek resolution through mutual discussion. If unresolved, the matter will be elevated to the County Mayor and Sheriff for further review and decision-making.

12. **Joint Coordination.**

a. **Emergency and Disaster Response.** The Parties are committed to working together to provide services to the community during emergency and disaster response scenarios and will work collaboratively to do so. The Parties commit to negotiating in good faith and to executing a separate SLA, within one hundred and eighty (180) days following the Effective Date.

b. **Large Events.** The Parties agree to work collaboratively during large events to provide adequate staffing for effective policing, as determined by the MDSO, and for this fiscal year, funding for the Orange Bowl game(s) in an amount not to exceed that approved by the pursuant to Resolution No. R-158-24. This cooperation is essential to maintain public safety and ensure the successful execution of large-scale events. The Parties acknowledge that MDSO may seek additional funding for staffing during other large events occurring during this fiscal year. For subsequent fiscal years, the MDSO shall include as part of the MDSO's annual proposed budget all anticipated expenditures associated with effective policing for large-scale events and anticipated revenues to pay for effective policing from the private organizers and applicants of such large-scale events. The Parties understand and agree that the decision to provide additional financial support or funding for policing for large-scale events is at the sole and absolute discretion of the Board.

13. **Emergency Funds.**

a. **Reimbursement from Federal or State Grantors.** The County's authorization of remittance by the Clerk of the Court and Comptroller of emergency funds shall 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. MDSO agrees to comply with all requirements of FEMA with respect to expenditures and

purchases during emergencies, including but not limited to, all applicable laws relating to procurement, contracting, invoicing, and support for expenditures in order to ensure reimbursement by FEMA for such expenditures. Upon receipt of reimbursement from federal or state grantors, the MDSO shall ensure that such funds are remitted back to the County to the extent of any emergency funding provided. In the event that certain expenses are deemed non-reimbursable by federal or state grantors, the County and the MDSO shall consult to determine an appropriate course of action for addressing those costs.

14. **Contracted Police Services.** In accordance with Florida Statute 125.01015(5), MDSO will honor the following existing agreements to provide specialized police services to municipalities:

- a. Interlocal Agreement between Miami-Dade County & Town of Miami Lakes for Local Police Services (Appendix R); and
- b. Interlocal Agreement between Miami-Dade County and Village of Palmetto Bay for Local Police Services (Appendix S); and
- c. Interlocal Agreement between Miami-Dade County and Town of Cutler Bay for Local Police Services (Appendix T).

For Mutual Aid Agreements (Appendix U), the MDSO will assess the agreements previously entered into by MDPD and, in coordination with the relevant stakeholders, will determine the appropriate level of continued participation in such agreements.

15. **Budget Submission and Management.**

a. **Annual Budget Submission.** The Parties agree that in accordance with Miami-Dade County Resolution No. R-334-24, the MDSO will submit his/her annual proposed budget to the Board by May 1st of each year in accordance with applicable law, including but not limited to, Florida Statute 129.03, which governs the manner and presentation of the MDSO's budget, AND Florida Statute 30.49 which governs Sheriff's budgets. The Parties acknowledge that 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 15th of each year, which incorporates the respective budgets of the Sheriff. To ensure adequate time for review and preparation of the County's annual proposed budget, the MDSO will adhere to the aforementioned provisions regarding the timely submission of its budget.

b. **Refund of Unexpended Balances.** The Parties agree that the MDSO will refund to the accounts of the Board, on an annual basis, any unexpended balances remaining at the close of the fiscal year.

16. **Funding for MDSO Operations and Financial Services.** The Parties agree that the County will authorize the remittance of County funds budgeted to the MDSO as part of the County's annual adopted budget in accordance with Fla. Stat. § 30.50. However, for the remainder of FY 2024-

25, the County shall ensure that, by the Effective Date, 25% (or one-fourth) of the remaining unexpended County funding appropriated to the MDSO in the FY 2024-25 County Budget (the Initial Funding) has been remitted to the financial accounts referenced in **Appendix O** to enable the MDSO to effectively operate and perform all of the functions required by general law when the sheriff-elect takes office until it begins receiving monthly remittances starting April 2025. The Parties acknowledge and agree that the remaining unexpended County Funding shall be remitted by the County in equal pro-rata amounts over the remaining months (i.e., April 2025 through September 2025), following a reconciliation of MDPD expenditures from October 1, 2024 through January 6, 2025. The Parties agree to meet and confer within 90 days of the Effective Date to review and evaluate the disbursements of County funds budgeted to the MDSO and expenditures of the MDSO during that 90-day period and those expenditures projected for the balance of Fiscal Year 2024-25 in order to determine if any adjustments are desired and what adjustments are legally available.

17. **Pending/Potential Legal Claims.** The Parties agree that the County shall be responsible for defending/resolving all pending legal claims against the MDPD occurring prior to the Effective Date, except for any claims that seek prospective injunctive or declaratory relief or where MDSO is treated as a substitute party. MDSO recognizes that (a) the County, in defending/resolving legal claims against MDPD occurring prior to the Effective Date, will need to communicate with the MDSO and its employees; and (b) MDSO's presence and participation, or that of its employees, will likely be required for consultations, mediations, depositions, discovery, pre-trial preparation, and/or trial, negotiations, and other meetings, and failure to appear could jeopardize the County's legal representation. Therefore, MDSO agrees that it will promptly provide the County with contact information for all required employee and personnel and assist the County with their cooperation in any legal claims against MDPD occurring prior to the Effective Date. The Parties further agree that (a) the County shall be responsible for any legal claims brought or filed after the Effective Date that resulted from any incident occurring prior to the Effective Date and (b) the Sheriff shall be responsible for any legal claims brought or filed after the Effective Date that resulted from any incident occurring on or after the Effective Date.

18. **Appendices.** All Appendices (Appendices A through U) 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.

19. **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 MDSO:	
Administration	Legal Counsel	Administration	Legal Counsel

Daniella Levine Cava Mayor	Geri Bonzon-Keenan County Attorney	Rosanna Cordero- Stutz Sheriff	Janet Lewis Commander
Miami-Dade County Office of the Mayor	Miami-Dade County Attorney's Office	Miami-Dade Sheriff's Office	Miami-Dade Sheriff's Office
111 NW 1 st Street, 29 Floor Miami, FL 33128	111 NW 1 st Street, 28 Floor Miami, FL 33128	9105 N.W. 25 Street Doral, FL 33172	9105 N.W. 25 Street Doral, FL 33172
Email: daniella.cava@miamidade.gov	Email: geri.bonzon- keenan@miamidade.gov	Email: rcs@mdpd.com	Email: jllewis@mdpd.com

20. **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.

21. **Mutual Cooperation.** The Parties will use their reasonable best efforts to cooperate with each other in performing their respective obligations under this Agreement. 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.

22. **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.

23. **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.

24. **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.

25. **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.

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

27. **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.

28. **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.

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

30. **Entirety of Agreement.** Except for the SLAs and/or engagement agreements, 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, with the exception of the SLAs and engagement agreements, 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.

31. **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 Eleventh Judicial Circuit of Florida (Miami-Dade County).

32. **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 MDSO.

33. **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 MDSO may identify the need for additional agreements or modifications to this Agreement to achieve the objectives of the Agreement, SLAs or engagement agreements. Both Parties agree to negotiating in good faith such additional agreements or amendments, as necessary.

b. **Conflicts Between Agreements:** In the event of any conflict between this Agreement, amendments, Supplemental Agreements, any SLAs, the order of precedence is as follows: (1) additional agreement or amendment in order of recency of approval; (2) the SLAs; and (3) 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.

34. **Disclosures.**

a. **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 MDSO County-Funded positions, the County will absorb the costs of such transactions. For MDSO's non-funded County positions, the County will seek payment from the MDSO for the retroactive payments. Such adjustments may stem from changes in FRS calculations, Worker's Compensation, Payroll Modifications, or any other related factors; and

b. **Overpayments:** The MDSO agrees that back pay and the recovery of overpayments to MDSO employees on and after the Effective Date will be in accordance with the County's practices and procedures, until such time as alternative procedures are established by the MDSO. The MDSO will collect and remit to the County any County Funds determined by the County to have been erroneously paid to MDSO 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. 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 MDSO will impose a deduction rate it deems appropriate. The MDSO will ensure that all collected County-funded overpayments are promptly remitted to the County.


35. **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 thirty (30) 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. MDSO may declare an impasse ("Impasse") if the Response is unacceptable or continue to negotiate with claimant; and

b. In the event of an Impasse, the Parties agree to mediate the dispute in Miami-Dade County within sixty (60) calendar days of the date of the Impasse. The mediation must be administered in Miami-Dade County, by the American Arbitration Association under its Commercial Mediation Procedures, by a mediator that is licensed to practice law in Florida, at the County's expense.

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

MIAMI-DADE COUNTY, FLORIDA

By:  for
County Mayor Daniella Levine Cava

DATE: January 7, 2025

MIAMI-DADE COUNTY, FLORIDA
Stephen P. Clark Center
111 NW 1 Street
Miami, Florida 33128


Approved as to Form and Legal Sufficiency

MIAMI-DADE SHERIFF'S OFFICE

By: 
Rosanna Cordero-Stutz, Sheriff

DATE: January 7, 2025

MIAMI-DADE SHERIFF'S OFFICE
9105 N.W. 25th Street
Doral, FL 33172