

**INTERLOCAL AGREEMENT BETWEEN MIAMI-DADE COUNTY AND THE
CONSTITUTIONAL OFFICE OF THE PROPERTY APPRAISER OF MIAMI-DADE COUNTY**

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

This Interlocal Agreement ("**Agreement**") is established to effectuate the transition from the Miami-Dade County Office of the Property Appraiser ("**Office of the Property Appraiser**") to the independent Property Appraiser of Miami-Dade County ("**Property Appraiser**") of those employees, functions, contracts, assets, equipment, grants and licenses necessary for the Property Appraiser to perform those functions assigned to the Property Appraiser by the Florida constitution and general law and to lay the foundation for the continued provision of certain services by Miami-Dade County ("**County**") to the Property Appraiser. The effective date of this Agreement shall be January 7, 2025 ("**Effective Date**"). Together, the Property Appraiser and County are the "**Parties**" and, individually, each is a "**Party**" to this Agreement.

Section 1. Recitals

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; and

WHEREAS, the five Constitutional Offices for Miami-Dade County are the Property Appraiser, the Clerk of the Court and Comptroller, the Supervisor of Elections, the Sheriff, and the Tax Collector; and

WHEREAS, Amendment 10 provided that these changes would go into effect in Miami-Dade County on January 7, 2025; and

WHEREAS, the constitutional Property Appraiser will therefore be established in Miami-Dade County on January 7, 2025; and

WHEREAS, this agreement is founded on the principles of an amicable partnership, with both Miami-Dade County and the Property Appraiser committed to working collaboratively and transparently; and

WHEREAS, the Miami-Dade County Board of County Commissioners and the Property Appraiser have authority, pursuant to section 163.01, Florida Statutes, to enter into interlocal agreements and exercise jointly with any other public agency of the state any power, privilege, or authority which they share in common and which each might exercise separately; and

WHEREAS, both Parties are dedicated to working together in a manner that promotes transparency, efficiency, and public trust in the operations of the Property Appraiser and related County functions,

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

Section 2. Purpose Statement

This Agreement details the terms regarding the transition of all necessary positions, employees, property, assets, equipment, contracts, grants, and licenses, if applicable, currently used by the Office of the Property Appraiser to perform its statutory duties under state law to the newly elected Property Appraiser.

This Agreement identifies the support functions the County will provide to the Property Appraiser.

This Agreement addresses other issues that must be agreed upon to ensure continuity of services following the transition required by Amendment 10.

Section 3. Terms, Modifications, and Miscellaneous Provisions

1. Initial Term:

The initial term of this Agreement shall commence on the Effective Date, and shall expire on January 31, 2026.

2. Review Agreement:

The Parties agree to review this Agreement no less than once per each fiscal year during its pendency and may present proposals for modification that will take effect in the next fiscal year by February 1st of every year.

3. Renewals and Amendments:

The Parties agree that this Agreement shall automatically renew annually on February 1, 2026, and every February 1st thereafter unless the Property Appraiser or the County provides written notice to the other party 60 days prior to the renewal date that it does not wish to renew this Agreement following the expiration of the then-current term.

Section 4. Transition

1. Transition of Workforce:

As of the Effective Date, County job positions that have been responsible for handling Property Appraiser duties ("**Property Appraiser positions**") shall transition from the County to the Property Appraiser, and any employees in those positions on January 6, 2025 shall transition from County employment to become employees of the Property Appraiser ("**Property Appraiser employees**"), as set forth in this Agreement.

The following outlines the terms and conditions of employment to be transferred, to the maximum extent feasible, to the Property Appraiser on the Effective Date:

a. Positions:

The Parties agree that all Office of the Property Appraiser employees in Office of the Property Appraiser positions on January 6, 2025, who wish to remain employed in those Property Appraiser positions without interruption shall transition with his or her Property Appraiser position from the County to the Property Appraiser on the Effective Date.

A listing of all Property Appraiser positions and employees known as of December 2024 is attached to this Agreement (Appendix A). The Parties understand and acknowledge that there may be employees that are removed or added to the Property Appraiser after the date of the creation of Appendix A and that Appendix A is provided for information purposes only.

b. Benefits:

The Property Appraiser shall provide the same benefits to the Property Appraiser employees as those provided by the County to County employees as of the Effective Date, 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, 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.

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

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 Property Appraiser agrees to execute any necessary Letters of Intent or other agreements required by the County's benefits providers to ensure the Property Appraiser's commitment to have its employees covered by the County's applicable benefits plan.

c. Leave Balances and Longevity Benefits:

Upon the Effective Date, the Parties agree that the Property Appraiser will honor, to the maximum extent feasible, all accrued leave balances (such as annual, sick, holiday and compensatory leave balances) and all longevity benefits (longevity bonus award and longevity leave accruals), existing as of January 6, 2025, for Office of Property Appraiser employees transitioning to the Property Appraiser on the Effective Date.

d. Florida Retirement System (FRS):

The Parties acknowledge that the Property Appraiser will be required to be established as an independent Local Agency with the FRS, and that membership in the FRS is mandatory for all Property Appraiser Employees.

The Property Appraiser will report FRS contributions for its employees commencing on the Effective Date.

e. Compensation:

Current compensation such as base salary and applicable pay supplements as of January 6, 2025, for bargaining and non-bargaining unit employees, shall transfer with the Property Appraiser employees on the Effective Date.

f. County IDs:

Property Appraiser employees will continue using their existing County IDs until the Property Appraiser determines the new layout and design of an appropriate replacement ID for the Property Appraiser employees. Coordination with ISD is required to establish timelines, costs, and procedures for issuing new Constitutional Office IDs. Property Appraiser employees shall return County IDs to the Property Appraiser, who shall then coordinate with ISD, upon establishment of new IDs or upon the employee's separation.

g. Cross Party Employment:

For a period of one (1) year after the Effective Date, the Property Appraiser 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 Property Appraiser 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 Property Appraiser. For the avoidance of doubt, a County employee that seeks employment with the Property Appraiser, will have their accrued leave balances, longevity benefits, and years of continuous service with the County honored if the Property Appraiser decides to hire such employee (in its sole discretion) and if such employment commences within one year of the Effective Date. The option contained in this provision may be exercised once per eligible employee and will not apply to employees hired by the Property Appraiser after the one-year period, nor to employees who have a break in service from either the Property Appraiser or County during the one-year period. The Parties acknowledge that the County shall honor a reciprocal arrangement for Property Appraiser employees who seek employment with the County for a period of one year after the Effective Date.

h. Collective Bargaining Agreements ("CBAs"):

The Parties agree to work cooperatively with the union(s). In furtherance of this, the Property Appraiser intends to enter into separate Memoranda of Understanding with Local 199 the American Federation of the State, County, Municipal Employees, AFL CIO (AFSCME Local 199) and the Government Supervisors Association, Florida, OPEIU Local 100 – Supervisory Employees

(GSAF Local 100 – Supervisory) as the collective bargaining units for all employees covered by the CBAs transitioning from the County to Property Appraiser. If and once entered, the respective Memoranda of Understanding shall be incorporated into this Agreement as Appendix C.

2. Transfer of Financial Accounts:

a. Financial Accounts:

All relevant financial accounts, as reflected in Appendix D, will be transferred to the Property Appraiser as the authorized signatory on said accounts as of the effective date.

3. Transfer of Assets, Licenses, and Contracts:

a. Capital Personal Property (Appendix E):

Custodianship of Capital Personal Property identified in Appendix E attached and which is worth at least \$5,000 owned or leased by the County, shall transfer to the Property Appraiser.

- i. Appendix E 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 Property Appraiser agrees to act as custodian of the Assets, and to hold and safeguard such Assets in accordance with the terms and conditions of this Agreement and Chapter 274, Florida Statutes.
- ii. The Property Appraiser shall exercise reasonable care and diligence in the safekeeping of the Assets.
- iii. With respect to those Assets that are identified in Appendix E as being leased by the County, the Property Appraiser 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 Property Appraiser on or before the Effective Date of this Agreement.
- iv. The Property Appraiser shall maintain accurate records of the Assets, including any additions, withdrawals, or transfers back to the County thereof, and shall provide annual reports to the County detailing the status and condition of the Assets.
- vi. For Assets that are identified in the Appendix E as being owned by the County, this custodianship shall remain in effect until withdrawn, with the consent of the Property Appraiser, through mutual written agreement of the Parties. For Assets that are identified in Appendix E as being leased

by the County ("Leased Assets"), this custodianship shall remain in effect until the date specified in Appendix E at which time custodianship of said Asset shall automatically be withdrawn, and the Property Appraiser 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 E. Upon withdrawal of custodianship, the Property Appraiser 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.

vii. In addition, if any of the assets specified in Appendix E, 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 Property Appraiser 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.

viii The County shall be responsible for managing all debt-service obligations related to the acquisition of any asset.

b. Non-capital Assets (Appendix F):

Custodianship of Non-Capital Assets worth less than \$5,000 owned by the County, shall transfer to the Property Appraiser.

- i. The Property Appraiser agrees to act as custodian of the assets specified in Appendix F attached hereto (the "Non-capital Assets"), and to hold and safeguard such Non-capital Assets in accordance with the terms and conditions of this Agreement and Chapter 274, Florida Statutes.
- ii. The Property Appraiser shall exercise reasonable care and diligence in the safekeeping of the Non-capital Assets.
- iii. The Property Appraiser shall maintain accurate records of the Non-capital Assets, including any additions, withdrawals, or transfers thereof.
- iv. In addition, if any of the Non-capital assets specified in Appendix F, 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 Property Appraiser shall provide written notice to the County and shall return such Non-capital 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.

c. Licenses:

The County shall continue to provide current information technology services in accordance with the existing memorandum of understanding between the County's Information Technology Department ("ITD") and Office of the Property Appraiser attached hereto as Appendix G (the "ITD MOU"), including, but not limited to, providing applicable software licenses necessary to effectively perform the Property Appraiser's daily operations until such time as the Service Level Agreement ("SLA") for the provision of ITD services is entered into between the County and the Property Appraiser. Additionally, the County agrees to transfer or provide, as applicable, the licenses outlined in Appendix H to the Property Appraiser.

d. Contracts and Contract Allocations (Appendix I):

The Parties agree the contracts listed on Appendix I will be assigned, in whole or in part as applicable, to the Property Appraiser on or within 30 days of the Effective Date.

4. Facilities:

a. 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 Property Appraiser without charge, including utilities. Currently, the facilities listed in Appendix J are those that are available for the use of the Property Appraiser, but those facilities are subject to change, including additions, deletions and replacements. The County will work collaboratively with the Property Appraiser with respect to any necessary changes.

i. 111 NW 1 Street Suite 710 Miami, FL 33128

b. Branch Offices (Appendix J):

i. County-owned Facilities:

The County will grant tenancy to the Property Appraiser 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 identified in Appendix J where the Property Appraiser has established tenancy. For FY24-25, the associated costs for these facilities will be covered by the County's Non-Departmental General Fund. The Property Appraiser 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. The County agrees to provide notice to the Property Appraiser, no later than

six months prior to the commencement of the fiscal year, of any anticipated changes in associated charges and costs.

Section 5. Integrated Financial Resources Management System (INFORMS)

The Property Appraiser acknowledges the County's efforts to provide INFORMS as an integrated system of record to support payroll processing and other business operations. The Property Appraiser further acknowledges that it has declined the County's offer to utilize INFORMS and has instead chosen to implement and utilize its own separate system for these purposes.

By declining to utilize INFORMS, the Property Appraiser agrees to assume all liability, costs, and risks associated with its decision to procure, implement, and maintain a separate system, including but not limited to, all liability, costs and risks associated with ensuring compliance with all applicable federal, state, and local laws and regulations, as well as addressing any operational impacts resulting from this decision.

The County agrees to continue to provide the Property Appraiser's Human Resources staff with information and reports from INFORMS and other electronic personnel document repositories regarding historical pay, benefits, and other related information for Property Appraiser employees previously employed by County following the request for such information.

Section 6. Core Services to be provided by the County to the Property Appraiser

The Property Appraiser may utilize the support services and participate in programs set forth below that are provided by the County as of the Effective Date, in accordance with the terms and conditions set forth in separate SLAs. The County, through the County Mayor or Mayor's designee, will provide substantially and materially the same support services to the Property Appraiser that were provided to the Office of the Property Appraiser during the fiscal year prior to the Effective Date. The Parties commit to negotiate in good faith and to execute separate SLAs within ninety (90) days following the Effective Date; these SLAs shall subsequently be presented to the Board for approval and adoption.

1. ISD Services
2. ITD Services
3. Human Resources Department (HRD) for Benefits Administration Services
4. Communications and Customer Experience Department (CCED) Services
5. Internal Compliance Department (ICD) Services

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.

Section 7. Services Provided by the Property Appraiser to the County

The Property Appraiser, on and after the Effective Date and unless and until agreement to the contrary is reached by the Property Appraiser and the County, acknowledges and agrees to:

1. Provide defined access and technical support to the Geographical Information System (GIS) as specified in the ITD MOU. This technical support includes system access permissions, data layer updates, troubleshooting, and technical assistance based on County needs.
2. Provide the County with confidential records for Special Assessment Districts, subject to the execution of a separate agreement between the County and the Property Appraiser to ensure the confidentiality of such records.
3. Provide electronic copies of the tax rolls to the County on a weekly basis.
4. Provide the County with periodic data of properties that have been flagged as exempt from public records to ensure adherence to applicable records exemption laws, subject to the execution of a separate agreement between the County and the Property Appraiser.

Section 8. Agreement with Constitutional Offices for Continuity of Service / Support

The Property Appraiser acknowledges that any services that were provided prior to January 7, 2025 from Miami-Dade County through its departments of Police, Tax Collector, Clerk of the Court and Comptroller, and Elections and that are not otherwise set forth in Section 6 of this Agreement, can no longer be provided to the Property Appraiser by Miami-Dade County. The Property Appraiser is advised to consult with the Constitutional Offices of the Sheriff, Tax Collector, Clerk of the Court and Comptroller, and Supervisor of Elections to address any services previously provided by the prior County Departments.

Section 9. Financial Services

The Property Appraiser acknowledges the recommendation from the County that a separate interlocal agreement should be established between the Property Appraiser and the Constitutional Office of the Clerk of the Court and Comptroller to address the comprehensive financial services previously provided by the County's Finance Department, in light of the provisions of Amendment 10 which will result in the absorption of Miami-Dade County's Finance Department by the Clerk of the Court and Comptroller's office.

Section 10. Budget Submission and Management

1. Annual Budget Submission shall be in accordance with s. 195.087, F.S.

Section 11. Funding for Property Appraiser Operations

1. Operating Funding Remittance Schedule:

Pursuant to the terms of this Agreement, the Parties agree the County shall authorize the Clerk of the Court and Comptroller to remit County Funds to the Property Appraiser based on the DOR-approved budget for the annual Property Appraiser's operations.

2. County-Authorized Funding Remittance Periods:

The County shall authorize the Clerk of the Court and Comptroller to remit funds to the Property Appraiser quarterly in accordance with s. 192.091, F.S.

Before November 1st of each year, the Parties shall identify any unexpended balances from the prior year and adjust the January 1st transfer to true up the surplus from the prior year budget transfers.

3. Budget Approval:

The total County Funds authorized by the County shall be based on the annual budget for the Property Appraiser's operations, as approved by DOR in accordance with Section 195.087, Florida Statutes.

4. Emergency Recovery Funds

Disaster or Emergency Event Funding: In the event of a disaster or emergency affecting the operations of the Property Appraiser, the County agrees act reasonably to consider all requests from the Property Appraiser to, and when reasonably possible, approve and provide immediate financial support as follows:

a. County-Authorized Remittance by the Clerk of the Court and Comptroller of Emergency Funds:

If a disaster or emergency is declared, and the Property Appraiser requires immediate funding to continue operations or to address recovery efforts, the County may authorize remittance by the Clerk of the Court and Comptroller of funds to the Property Appraiser 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 Property Appraiser functions.

b. 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. The Property Appraiser shall cooperate with the County in submitting the necessary documentation for reimbursement and

shall ensure compliance with all federal and state grant requirements, including submission of reports and invoices for reimbursable expenses.

c. Recovery and Reimbursement:

Upon receipt of reimbursement from federal or state grantors, the Property Appraiser shall ensure that such funds are remitted back to the County to the extent of any emergency funding provided. The County and the Property Appraiser shall maintain detailed records of all emergency-related expenditures to facilitate audit and reimbursement processes, in compliance with all applicable federal and state regulations.

d. Non-Reimbursable Expenses:

In the event that certain expenses incurred during the emergency are deemed non-reimbursable by federal or state grantors, the County and the Property Appraiser shall consult to determine an appropriate course of action for addressing those costs. The County may withhold any authorization of remittance by the Clerk of the Court and Comptroller due under this Agreement if remitted emergency funds are deemed non-reimbursable by federal or state grantors.

Section 12. 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.

Section 13. 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 Property Appraiser:	
Administration	Legal Counsel	Administration	Legal Counsel
Daniella Levine Cava Mayor	Geri Bonzon-Keenan County Attorney	Tomas Regalado, Property Appraiser	Victoria Llerena, PA Senior Counsel
Miami-Dade County Office of the Mayor	Miami-Dade County Attorney's Office	Property Appraiser of Miami-Dade County	Office of the Property Appraiser

111 NW 1 st Street, 29 Floor Miami, FL 33128	111 NW 1 st Street, 28 Floor Miami, FL 33128	111 NW 1 St, Suite 710 Miami, FL 33128	111 NW 1 St, Suite 710 Miami, FL 33128
Email: daniella.cava@miamida de.gov	Email: geri.bonzon- keenan@miamidade.g ov	Email: Tomas.Regalado@mia midade.pa.gov	Email: vml@mdcpa.net

Section 14. 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.

Section 15. Mutual Cooperation

The Parties shall use their reasonable best efforts to cooperate with each other in performing their respective obligations under this Agreement. Such cooperation shall include, without limitation, sharing non-privileged and non-confidential information, executing and delivering such other and additional instruments and documents as may reasonably be requested by the other Party to carry out this Agreement, and assigning licenses, contracts, and grants to the other Party.

Section 16. 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.

Section 17. 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.

Section 18. 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.

Section 19. Representation of the Property Appraiser

The Property Appraiser represents that this Agreement has been duly authorized, executed, and delivered by the Property Appraiser.

Section 20. Representation of the County

The County represents that this Agreement has been duly approved, executed, and delivered by the Board of County Commissioners, 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.

Section 21. 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.

Section 22. Assignment

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

Section 23. Entirety of Agreement

This Agreement, 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 the Property Appraiser 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 Property Appraiser shall not be inferred to be a resolution of such matter by the County and the Property Appraiser.

Section 24. 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 Miami-Dade County Circuit Court.

Section 25. 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 Property Appraiser.

Section 26. 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.

1. Additional Agreements:

After the execution of this Agreement, Miami-Dade County or the Property Appraiser may identify the need for additional agreements or modifications to this Agreement to achieve the objectives of the Agreement or SLAs. Both Parties agree to negotiating in good faith such additional agreements or amendments, as necessary in the form of an Amendment to this Agreement or a Supplemental Agreement which shall be presented to the Board for its approval.

2. 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 or amendment 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.

Section 27. Disclosures

1. 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 shall be made from the funding source from which the position was funded prior to the Effective Date. For Property Appraiser's County-Funded positions, the County shall absorb the costs of such transactions. For Property Appraiser's non-funded County positions, the County shall seek payment from the Property Appraiser for the retroactive payments. Such adjustments may stem from

changes in FRS calculations, Worker's Compensation, Payroll Modifications, or any other related factors.

2. Overpayments:

The Property Appraiser agrees to remit payment to the County for all outstanding overpayment balances to Property Appraiser employees prior to the Effective Date of this Agreement. The Property Appraiser further acknowledges and agrees that all financial and legal liability arising from or related to these overpayments, including but not limited to any claims, disputes, or demands made by affected employees, shall rest solely with the Property Appraiser. The County shall bear no responsibility or liability for such overpayments or any actions taken in connection therewith.

Section 28. Dispute Resolution

In accordance with Section 163.01(5)(p), Florida Statutes and except as otherwise provided by State law, 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:

1. 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 shall receive the approval of the highest administrative officer of the Party. The Party/Claimant may declare an impasse ("Impasse") if the Response is unacceptable or continue to negotiate with claimant.

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 shall 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
County Mayor Daniella Levine Cava

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

Property Appraiser of Miami-Dade County

By: 
Tomas Regalado, Property Appraiser

DATE: 1/7/25