


Date: February 2, 2023

To: Honorable Chairman Oliver G. Gilbert, III
and Members, Board of County Commissioners

From: Daniella Levine Cava 
Mayor

Subject: Report Regarding Transition Agreements for New Constitutional Offices – A
Combined Response to Directives 221086, 221017, 221018, and 221381

Executive Summary

This report is a combined response to Board of County Commissioners (Board) legislation, which aims to ensure that new and reestablished constitutional offices in Miami-Dade County, made necessary by the passage of Amendment 10 to the Florida Constitution during the 2018 General Election, are ready to operate fully by the effective date of January 7, 2025. The relevant resolutions passed by the Board during the May 5, 2022 and June 6, 2022 Special Meetings are Resolutions R-463-22, R-464-22, R-465-22, all sponsored by former Commissioner Jose “Pepe” Diaz and Commissioner Raquel A. Regalado, and Resolution R-559-22 solely sponsored by Commissioner Regalado.

Specifically, this memo provides an update on the County’s effort to create transition plans and draft agreements for the establishment of the constitutional offices of the Property Appraiser, the Supervisor of Elections and the Tax Collector, as well as for the transfer of functions and responsibilities from the County Finance Department to the Miami-Dade County Clerk of Courts.

Similar updates with respect to the Office of the Sheriff (Directive #221383) have been previously provided in memoranda dated September 2, 2022, November 7, 2022, and December 15, 2022, and will continue to be provided in accordance with the reporting schedule mandated by the Board.

Background

Beginning on May 5, 2022, and carried forward until June 6, 2022, the Board held a Special Meeting to set County policy and to consider implementation planning to address the impact of Amendment 10 to the Florida Constitution approved during the 2018 General Election in Florida on the operations of the Miami-Dade County Tax Collector, the Supervisor of Elections, the Property Appraiser, Miami-Dade County Police, and the Clerk of Courts. Amendment 10 requires the creation or reestablishment of the constitutional offices of the Tax Collector, the Supervisor of Elections, the Property Appraiser, and the Sherriff in Miami-Dade County. With respect to the Clerk of the Court, Amendment 10 removes the County’s ability to transfer by Charter any statutory duties of the Clerk of Court to the County.

Report

Status of Transition Plans

The Board has requested that the County Administration create draft transfer agreements, in consultation with the County Attorney’s Office, to be offered to the respective constitutional offices to effectuate the transfer of necessary positions and job classifications and all employees who agree to transfer to the offices. Additionally, the draft agreements should provide for the transfer of

all real property (by lease agreement or otherwise), assets, equipment, contracts, grants, and licenses currently used by the departments to perform those functions assigned to the future constitutional offices. Finally, the draft agreements must provide for the financial transition to the new offices, as well as the provision of administrative and other services for the operation of the Constitutional Offices, on both a short-term and long-term basis, by employees of Miami-Dade County, as appropriate.

The Board has requested updates related to the draft transfer and draft agreements on a quarterly basis, along with bimonthly inventory reports, until January 7, 2025.

In fall 2022, County efforts to develop an initial framework for transfer and transition agreements commenced; these efforts are ongoing. It is expected that over the next two years, the Administration in consultation with the County Attorney's Office will:

- Draft and refine proposed transition agreements through in-depth collaboration between impacted entities (Police, Elections, Property Appraiser, Tax Collector, Finance, Clerk of Courts) and all County support departments.
- Make necessary policy and operational decisions, such as decisions related to non-statutory functions currently performed by departments transitioning to future constitutional offices
- Prepare for fiscal and operational impacts of the transition, including onboarding of new elected officials; and
- Develop and implement communication plans for the public and for impacted employees.

Staff has begun the process of drafting outlines of the transfer agreements and has reviewed preliminary outlines with the Elections and Tax Collector Departments, the Property Appraiser, and the Clerk of Courts, as well as the County Attorney's Office. The agreements contemplate that the new offices will require considerable support from the County for an initial transition period that may last two years or more, and the draft agreements will offer a comprehensive menu of support services to ensure that the new constitutional offices can operate effectively on day one.

A framework including the goals of the transition and transfer agreements along with the type of content that would be included is attached. It is important to note that transition and transfer agreements for each office will differ to account to specific issues, and it is also possible that several agreements will be required for each office. As these drafts are developed, they will be presented to the Board on a quarterly basis in accordance with the reporting requirements included in Resolutions R-463-22, R-464-22, R-465-22, and R-559-22. A summary of topics to be addressed in the agreements are shown below. Additional details are provided in the Attachment.

- Administrative Provisions (e.g., purpose statement, whereas clauses, term of agreement, amendments etc.)
- Transfer of Budget
- Continued use of County Property and Facilities
- Transfer of capital and non-capital Assets, Contracts and Grants
- Transition of Employees and Provision by the County of Human Resources Services
 - Transition of Employees (leave balances, personnel rules, etc.)
 - Access to County Benefits (e.g., health insurance)

- Support Services to be Offered (e.g., payroll)
- Transfer of Accounts / Financial Operations Support
- IT Support Services (e.g., network, security, application support, etc.)
- General Operations Support Services (e.g., facility and fleet management, printing, risk management, etc.)
- Procurement Support Services (e.g., bid preparation and management, market research, etc.)
- Other Support Services (e.g., legal support, communications, web design, 311 call center, etc.)
- Services and Continuation of Non-statutory Services Provided by the Constitutional Office to the County - examples may include access to GIS and property roll data; employee disaster assistance, etc.
- Payment/Reimbursement for Services Provided

As the drafts are prepared, drafts will be shared with the Board in accordance with the reporting requirements of the adopted resolutions. After the 2024 General Election, these proposed agreements will be subject to negotiation with the newly elected constitutional officers during the time period between the election and January 7, 2025, when the constitutional offices are established.

Pursuant to Ordinance No. 14-65, this report will be placed on the next available Board agenda. Should you require additional information, please contact David Clodfelter, Director, Office of Management and Budget at 305-375-5143.

Attachment

C: Honorable Luis G. Montaldo, Clerk Ad Interim
Honorable Pedro J. Garcia, Property Appraiser
Geri Bonzon-Keenan, County Attorney
Gerald K. Sanchez, First Assistant County Attorney
Jess M. McCarty, Executive Assistant County Attorney
Office of the Mayor Senior Staff
David Clodfelter, Director, Office of Management and Budget
Christina White, Director, Elections Department
Barbara Gomez, Deputy Finance Director, Finance Department
Peter Cam, Director, Tax Collector Department
Jennifer Moon, Chief, Office of Policy and Budgetary Affairs
Yinka Majekodunmi, Commission Auditor
Basia Pruna, Director, Clerk of the Board
Eugene Love, Agenda Coordinator

**Miami-Dade County
Constitutional Officers
Transition and Transfer Agreement Framework**

To facilitate the successful implementation of the Amendment 10's impact on Miami-Dade County as it pertains to the Constitutional Office of the Tax Collector, the Supervisor of Elections, the Property Appraiser, the Sheriff and the Clerk of Court, including the transfer of certain functions currently performed by the Finance Department to the Clerk of Court, below is a summary describing the goals of necessary Transition and Transfer Agreements, along with an initial outline of what could be included.

Purpose of Transition and Transfer Agreements

1. Effectuate the transfer of financial accounts, access to facilities, assets, and employees to ensure that there is no disruption of service.
 - a. The agreements need to document which financial accounts, facilities, and assets will transfer to the new constitutional officer and how the transfer will occur.
 - b. The agreements should include terms for the seamless transition of personnel including provisions to mitigate any negative impacts to employees (i.e., honoring seniority, leave balances, access to health and retirement programs, etc.).
 - c. It may be necessary to develop more than one transition agreement between Miami-Dade County and a Constitutional Officer.
2. Include a transition period documenting how Miami-Dade County will support the Constitutional Officer immediately after the January 2025 effective date.
 - a. The agreements should include a minimum period after the effective date during which Miami-Dade County agrees to provide direct service support to the new Constitutional Officer.
 - b. The agreements should include terms for continued provision of traditional "back office" support such as but not limited to information technology, personnel services, facility and fleet management, procurement, budgeting, and financial services, etc.
 - c. Language for how services will be paid for should be included.
 - d. Procedures for modifying the agreement during the transition period (e.g., "reasonable notice") should be considered.
3. Establish a framework for offering ongoing County support after transition period.
 - a. The agreements should include language that would facilitate the provision of county services, both direct and support, on an ongoing basis after the transition period, upon mutual agreement of the new Constitutional Officer and Miami-Dade County.
 - b. Procedures for modifying the agreement (e.g., "reasonable notice") should be included.
 - c. Language for how services will be paid for should be included.
4. Continued provision by the incoming Constitutional Officer of non-statutory services to Miami-Dade County.
 - a. Departments transitioning to new Constitutional Offices provide services that are not statutory requirements of Constitutional Officers to other county departments. Agreements should include provisions that would continue the provision of such services upon mutual agreement.

5. Mechanism for ensuring a positive relationship between the new Constitutional Officer and Miami-Dade County during and after the agreed-upon transition period.
 - a. The agreements should acknowledge the Constitutional Officer's independent authority to manage the operations of their office, including but not limited to the ability to make purchases and to hire personnel.
 - b. The agreements should include language addressing how they can be amended. Based on mutual consent of the Constitutional Officer and Miami-Dade County, it is possible that the agreements stay in place until such time after a minimum agreed-upon period that one of the parties wishes to amend the agreement.
 - c. Dispute resolution provisions would provide a process for settling any disagreements between the Constitutional Officers and Miami-Dade County.

Outline of Standard Transition and Transfer Agreement

1. Title

Interlocal Agreement(s) to facilitate the creation of the Constitutional Officer of [OFFICE NAME], to transfer needed facilities, equipment, assets, contracts, and personnel, and to establish a minimum transition period for continued Miami-Dade County support to the new [OFFICE NAME].
2. Whereas Clauses and Recitals

Include a list of appropriate clauses to include among other things the ability of government entities to enter into interlocal agreements, recognition that the Constitutional Officer of [OFFICE NAME] is an independent entity with the authority to make decisions regarding the office's operation and expressing the interest of the Board of County Commissioners and the incoming Constitutional Officer to work towards a positive relationship.
3. Purpose Statement of Interlocal Agreement(s)

Language further elaborating that the interlocal agreement would document the transfer of all necessary real property, assets, equipment, contracts, grants, and licenses currently used by the Miami-Dade County department transitioning to a constitutional officer, provide for any necessary direct and support functions to be provided by Miami-Dade County during a transition period immediately after the effective date of January 7, and, identify any other implementation issues that must be agreed upon to ensure continuity of services prior, during and after the transition period.
4. Minimum Transition Period, Intent to Review Agreement(s)

Language stating that the county agrees to provide the support services described herein for a minimum of two years and that is it the intent of the parties to review and, upon mutual agreement, update the agreement(s) in approximately two years, or such other time period, from the date of execution.
5. Procedures for Amending Agreement(s)

Language regarding the procedures for modifying the agreement – including a “reasonable notice” requirement to ensure services are not disrupted.
6. Services to be Provided to Miami-Dade County by the Constitutional Office of [NAME]

Language to ensure that non-statutory services currently being provided by departments transitioning to constitutional offices continue to be provided after the creation of the Constitutional Office of [NAME].

7. Transfer of Budget and Financial Accounts for Constitutional Office of [NAME]
Language would be required to ensure that sufficient budgeted amounts and access to pertinent financial accounts and systems are available to the Constitutional Office in FY2024-25, that parties agree in accordance with state law to cooperate during the annual budget process, and that required financial accounts are to be transferred on or before January 7, 2025. Unique provisions pertaining to funding sources for the Constitutional Offices would be included.
8. Use of County Property by Constitutional Office of [BLANK]
Include language specifying the County property(ies) utilized by the Constitutional Office. (Separate lease / rental agreements may be required. Also see section on General Operations support.)
9. Transfer of Assets, Leases of Private Property, Contract Allocations and Grants to Constitutional Office of [NAME]
Language would be required to document the specific physical assets such as capital and non-capital equipment, supplies, and furniture currently used by the department transitioning to the new Constitutional Office. Any required transfer of vehicle titles should be addressed. The agreement should also identify and remediate any restrictions on transferring assets. Language would also be required to transfer existing leases of private property, grants, and existing contract allocations, as well as a process for mutual cooperation regarding delegation of authority for grants and federal participation agreements and new grant applications, including required matching funds.
10. Transition of Employees and Human Resources Services for the Constitutional Office of [NAME]
Language would be required to document how the Constitutional Office would be staffed on the effective date of January 7, 2025 and thereafter. The parties will work together to encourage and create incentives for new officers to hold transferred employees harmless (such as honoring seniority, leave balances, access to health and retirement programs, etc.). This section would also be used to include implementing language on any personnel services the County would provide the Constitutional Office, which may include but not be limited to development of personnel rules; payroll processing assistance; development of a classification and a pay plan; recruitment and onboarding assistance; background checks; access to health, workers compensation and other fringe benefits; access to retirement benefits; and assistance with labor relations, training, employee wellness and support, employee record-keeping, and fair employment practices. The agreement should also include language acknowledging the independent hiring authority the Constitutional Officer possesses. Additionally, the agreement should specify the extent to which the Constitutional Officer agrees (or not) to adhere to Miami-Dade County personnel policies that may pertain to the support services provided. Finally, the agreement should indicate any agreement by the Constitutional Officer to support the County's Disaster Assistance Employee program.
11. Provision of Financial Support Services for the Constitutional Office of [NAME]
This section would be used to include implementing language for any financial operations that Miami-Dade County would provide to the Constitutional Office. Specific services include but are not limited to auditing services, bonds and long-term financing support and grant management services.
12. Provision of Information Technology Services for the Constitutional Office of [NAME]
Based on technical feasibility and mutual agreement, this section would include implementing language to provide the Constitutional Officer and staff with access to countywide systems such as INFORMS, and support services such as communication networks, database support, applications development support, help desk/field services support, web and mobile support, infrastructure, cybersecurity and network services. In

addition, this section would include provisions for the transfer of any required software licenses and continued support of the current IT funding model for countywide technology services used by the Constitutional Officer.

13. Provision of Procurement Services for the Constitutional Office of [NAME]

This section would be used to include implementing language to ensure the Constitutional Officer can make needed purchases. Procurement support services may include but are not limited to purchasing support (RFPs, bids, access to pool contracts, etc.), contract monitoring, market research, and vendor outreach including small business support. The agreement should include language acknowledging the independent purchasing authority the Constitutional Officer possesses. Additionally, the agreement should specify the extent to which the Constitutional Officer agrees (or not) to adhere to Miami-Dade County procurement policies.

14. Provision of General Operation and Other Support Services for the Constitutional Office of [NAME]

This section would include implementing language to ensure the Constitutional Officer receives appropriate facility management and security services in buildings owned and maintained by Miami Dade County. Such facility maintenance services would also be provided by mutual consent for any property or facility where ownership is transferred to the new Constitutional Officer. Additional general operation and support services contained in the agreement may include but are not limited to fleet acquisition and maintenance; printing, mail, and graphics services; assistance with ADA compliance, records storage, and office supply purchasing; asset management services to include inventory, vehicle title and registration, and surplus disposition; insurance and risk management services; 311 call center support; internal management consulting; marketing and communications; and legal support from the County Attorney's Office.

15. Methodology for Reimbursing County for Services Provided

This section would include a mechanism for reimbursing Miami-Dade County for services the County provides to the Constitutional Officer during the transition period, and for any services provided subsequent to the transition period. This would include administrative procedures for establishing rates. This section would also include any procedures needed to resolve disputes between the County and the Constitutional Office during the transition period or thereafter.

16. Methodology for Reimbursing Constitutional Office of [NAME] for Non-Statutorily Required Services Provided to Miami-Dade County

This section would include a mechanism for reimbursing the Constitutional Officer for non-statutorily required services Miami-Dade County receives from the Constitutional Officer during the transition period and for any services provided subsequent to the transition period. This would include administrative procedures for establishing rates. This section would also include any procedures needed to resolve disputes between the County and the Constitutional Office during the transition period or thereafter.

17. Administrative Policies and Procedures

Include language regarding the disposition of County policies and procedures under the purview of the Constitutional Office.

18. Other Provisions Specific to Certain Constitutional Offices

Examples of provisions in this category may include (but are not limited to) non-ad valorem assessments levied by the County (Property Appraiser and/or Tax Collector); County investment policy and bond administration procedures (Clerk); use of County employees as poll workers (Elections); etc.