

**MEMORANDUM OF AGREEMENT IN SUPPORT OF THE
TRANSITION OF THE VOLUSIA COUNTY SUPERVISOR OF ELECTIONS FROM A
COUNTY CHARTER OFFICER TO COUNTY CONSTITUTIONAL OFFICER**

This *Memorandum of Agreement In Support of the Transition of the Volusia County Supervisor of Elections From a County Charter Officer to County Constitutional Officer* (“MOA”) is entered into between Volusia County Supervisor of Elections Lisa Lewis (“Supervisor”) and the Volusia County Council (“Council”) as follows:

RECITALS

WHEREAS, the County is one of twenty charter counties in Florida and governed by the Volusia County Charter (“Charter”) enacted by special act of the Florida Legislature, and adopted by Volusia County voters, in 1970;

WHEREAS, the Charter abolished the constitutional offices of property appraiser, sheriff, supervisor of elections and tax collector and transferred those duties to Volusia County government (“County”);

WHEREAS, Amendment 10 to the Florida Constitution takes effect on January 5, 2021 (“Effective Date”), absent a ruling from a court that it does not apply retroactively to the County;

WHEREAS, the Supervisor currently constitutes a county charter officer as an elected department head of the County but would transition to a county constitutional officer on January 5, 2021;

WHEREAS, the Council and Supervisor are committed to an orderly transition in the event that Amendment 10 is found to apply to the County by the court; and

WHEREAS, the County Manager and Supervisor have successfully worked together to arrive at this MOA to outline applicable operational and structural changes to the County which begin on the Effective Date.

NOW THEREFORE, the Council and Supervisor agree as follows:

1. **Purpose.** This MOA shall outline those areas of common agreement to allow the Council and Supervisor to efficiently and effectively proceed with planning and preparation for the Effective Date of Amendment 10.
2. **Transition plan.** The Supervisor has elected to proceed as follows on the Effective Date of Amendment 10:
 - a. Transfer of employees. County employees hired by the Volusia County Department of Elections (“Elections Employees”) shall no longer be employees of the County but become employees of the Supervisor on the Effective Date unless

otherwise provided in sub-paragraph iii. Employees of the Supervisor shall then be subject to the sole direction and control of the Supervisor.

- i. *Leave.* Leave balances which exist on January 4, 2021, for Elections Employees employed by the County on that date, and employed by the Supervisor on January 5, 2021, in accordance with Chapter 86 of the Code of Ordinances, County of Volusia (“Code”), shall transfer with said employees. The provision of leave shall be governed by personnel rules approved by the Supervisor with the assistance of the County to take effect on the Effective Date.
- ii. *Personnel rules.* Elections Employees shall be subject to personnel rules established by the Supervisor to take effect on the Effective Date. The County shall assist the Supervisor with development of these personnel rules which shall also govern employee work holidays and leave for Elections Employees.
- iii. *Employee notice.* By July 1, 2020, the Supervisor shall notify any Elections Employee that will not be hired by the Supervisor on the Effective Date. In such case, that employee’s employment with the County shall terminate on January 4, 2021, unless terminated earlier by the County or Supervisor. Nothing in this MOA shall be interpreted to grant any Elections Employee any expectation of continued employment with the County or the Supervisor.

b. Facilities.

- i. *Primary office in county seat.* 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 Supervisor without charge, including utilities.
- ii. *Branch offices.* In accordance with article VIII, section 1(k) of the Florida Constitution, any branch office of the Supervisor for the conduct of county business may be established outside of the county seat of DeLand if approved by resolution of the Council. The Supervisor shall be responsible for all costs associated with any branch office and accounted for in the Supervisor’s adopted budget, including utilities.

iii. *Equipment and maintenance.* The Supervisor shall be responsible for the actual cost of equipping and maintaining the primary, and any branch offices and account for the expenses within the Supervisor's budget.

c. Services to be provided by County to Supervisor.

i. The Supervisor elects to continue to exclusively utilize, and/or participate in, the following support services from, and programs by, the County on and after the Effective Date unless modified by subsequent amendment:

1. Central services, including but not limited to, facilities management, custodial services and fleet ownership/leasing, maintenance and fuel. The terms and cost of participation in the fleet maintenance and fuel program and vehicle replacement program shall be established by a separate participation agreement;
2. Financial services, including, but not limited to, banking, financial reporting, payroll, accounting, budget and procurement and contract management;
3. Business services, including, but not limited to, cashiering;
4. Community information, including, but not limited to, the processing of public records requests, social media management and media relations and communications;
5. Human resources, including, but not limited to, employee recruitment, employee benefits services, application processing, employment/background screening services, labor relations, drug screening services, evaluation systems, disciplinary action/investigation support, Family Medical Leave Act compliance, employee wellness, records management, risk management and equity and diversity services;
6. Liability self-insurance programs (general liability, fleet/automobile liability and workers' compensation). The terms and cost of participation in these programs shall be established by a separate participation agreement.
7. Employee benefits programs offered to County employees, including the group health program subject to negotiation with the

carrier(s). This shall not include employee work holidays or leave. The terms and cost of participation in these programs shall be established by separate participation agreement.

8. Legal services, including, but not limited, civil and administrative litigation, contracts, personnel matters, election matters, canvassing board representation and general representation.
9. Information technology services, including, but not limited to, e-mail, telephones, wide and local area networking (except circuit costs exclusive to Elections), internet access, website hosting, geographic information systems and provision of computers and other technology equipment. The terms and cost of participation in the computer replacement program shall be established by a separate participation agreement; and
10. Internal auditor services.

Costs. Unless otherwise stated in paragraph c.i., the cost of services to be provided by the County to the Supervisor which are identified in this MOA (“Administrative Central Services Costs”) shall be accounted for annually in the Supervisor’s budget. Administrative Central Services Costs of the Supervisor shall be reimbursed to the County by indirect cost distribution. The parties recognize that these costs will fluctuate in odd and even numbered years based on the election schedule. The amount of that indirect cost distribution shall be based on the percentage of the Supervisor’s operating expenses in the correlating fiscal year when compared to the County’s total operating expenses in the correlating fiscal year. The resulting amount shall constitute the indirect cost distribution to be paid by the Supervisor to the County for the next fiscal year. The County Manager shall provide the amount of the indirect cost transfer to the Supervisor during the budget preparation process. The County Manager shall have the authority to advance funds as needed to the Supervisor, and adjust future disbursements, consistent with law.

- ii. *Changes.* The Supervisor recognizes the Council prepares its budget each fiscal year beginning on October 1 and ending on September 30. The Supervisor will continue to utilize and/or participate in the services and programs outlined in paragraph c unless the Supervisor provides written notice to the County Manager by April 1 of any given fiscal year. Upon receipt of timely notice to the County Manager, utilization and/or

participation identified in that notice will discontinue on September 30 of that fiscal year. Otherwise, those services and programs will continue to be provided to the Supervisor each fiscal year.

3. *Additional agreements.* As the Effective Date approaches, the Supervisor and County Manager shall prepare amendments to this MOA or, where appropriate, separate agreements, to implement its intent.
4. *Amendments.* Any amendment to this MOA shall be in writing upon approval of each party.

VOLUSIA COUNTY SUPERVISOR
OF ELECTIONS

By: *Lisa Lewis*
Lisa Lewis
Supervisor of Elections

Date: *1/28/2020*

COUNTY OF VOLUSIA, FLORIDA

By: *Ed Kelley*
Ed Kelley
County Chair

Date: *1/27/2020*

ATTEST:

By: *George Recktenwald*
George Recktenwald
County Manager

