

MEMORANDUM

Agenda Item No. 14(A)(2)

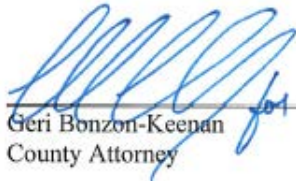
TO: Honorable Chairman Anthony Rodriguez
and Members, Board of County Commissioners

DATE: December 2, 2025

FROM: Geri Bonzon-Keenan
County Attorney

SUBJECT: Resolution approving Interlocal Agreement between Miami-Dade County and Miami-Dade Supervisor of Elections to clarify that Supervisor of Elections is authorized to perform certain functions described in section 12-23 of the Code relating to initiative, referendum, and recall petitions previously performed by Miami-Dade County Elections Department; authorizing the County Mayor to execute such agreement and to exercise all rights, powers, and options therein, including renewal and termination

The accompanying resolution was prepared and placed on the agenda at the request of Prime Sponsor Commissioner Oliver G. Gilbert, III.



Geri Bonzon-Keenan
County Attorney

GBK/uw



MEMORANDUM (Revised)

TO: Honorable Chairman Anthony Rodriguez
and Members, Board of County Commissioners

DATE: December 2, 2025

FROM: 
Glen Bonzon-Keenan
County Attorney

SUBJECT: Agenda Item No. 14(A)(2)

Please note any items checked.

- ☐ "3-Day Rule" for committees applicable if raised
- ☐ 6 weeks required between first reading and public hearing
- ☐ 4 weeks notification to municipal officials required prior to public hearing
- ☐ Decreases revenues or increases expenditures without balancing budget
- ☐ Budget required
- ☐ Statement of fiscal impact required
- ☐ Statement of social equity required
- ☐ Ordinance creating a new board requires detailed County Mayor's report for public hearing
- ☒ No committee review
- ☐ Applicable legislation requires more than a majority vote (i.e., 2/3's present ____, 2/3 membership ____, 3/5's ____, unanimous ____, majority plus one ____, CDMP 7 vote requirement per 2-116.1(3)(h) or (4)(c) ____, CDMP 2/3 vote requirement per 2-116.1(3) (h) or (4)(c) ____, CDMP 9 vote requirement per 2-116.1(4)(c) (2) ____) to approve
- ☐ Current information regarding funding source, index code and available balance, and available capacity (if debt is contemplated) required

Approved _____ Mayor
Veto _____
Override _____

Agenda Item No. 14(A)(2)
12-2-25

RESOLUTION NO. _____

RESOLUTION APPROVING INTERLOCAL AGREEMENT BETWEEN MIAMI-DADE COUNTY AND MIAMI-DADE SUPERVISOR OF ELECTIONS TO CLARIFY THAT SUPERVISOR OF ELECTIONS IS AUTHORIZED TO PERFORM CERTAIN FUNCTIONS DESCRIBED IN SECTION 12-23 OF THE CODE OF MIAMI-DADE COUNTY, FLORIDA RELATING TO INITIATIVE, REFERENDUM, AND RECALL PETITIONS PREVIOUSLY PERFORMED BY MIAMI-DADE COUNTY ELECTIONS DEPARTMENT; AUTHORIZING THE COUNTY MAYOR OR COUNTY MAYOR'S DESIGNEE TO EXECUTE SUCH AGREEMENT AND TO EXERCISE ALL RIGHTS, POWERS, AND OPTIONS THEREIN, INCLUDING RENEWAL AND TERMINATION

WHEREAS, section 12-23 of the Code of Miami-Dade County, Florida, provides that certain functions relating to initiative, referendum, and recall petitions are to be performed by the "Supervisor of Elections"; and

WHEREAS, these functions were traditionally performed by the Miami-Dade County Elections Department; and

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

WHEREAS, after Amendment 10 took effect in the County on January 7, 2025, many of the duties and functions previously performed by the Miami-Dade County Elections Department are now performed by an independently elected Supervisor of Elections; and

WHEREAS, this Board wishes to clarify that the elected Supervisor of Elections is authorized to continue to perform the functions of the “Supervisor of Elections,” as described in section 12-23 of the Code of Miami-Dade County, Florida,

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF MIAMI-DADE COUNTY, FLORIDA, that this Board approves the Interlocal Agreement between Miami-Dade County and the Supervisor of Elections, in substantially the form attached hereto (“Agreement”). The County Mayor or County Mayor’s designee is authorized to execute the Agreement and to exercise any and all rights, powers, and options within the Agreement, including renewal and termination.

The Prime Sponsor of the foregoing resolution is Commissioner Oliver G. Gilbert, III. It was offered by Commissioner _____, who moved its adoption. The motion was seconded by Commissioner _____ and upon being put to a vote, the vote was as follows:

Anthony Rodriguez, Chairman	
Kionne L. McGhee, Vice Chairman	
Marleine Bastien	Juan Carlos Bermudez
Sen. René García	Oliver G. Gilbert, III
Roberto J. Gonzalez	Keon Hardemon
Danielle Cohen Higgins	Vicki L. Lopez
Natalie Milian Orbis	Raquel A. Regalado
Micky Steinberg	

The Chairperson thereupon declared this resolution duly passed and adopted this 2nd day of December, 2025. This resolution shall become effective upon the earlier of (1) 10 days after the date of its adoption unless vetoed by the County Mayor, and if vetoed, shall become effective only upon an override by this Board, or (2) approval by the County Mayor of this resolution and the filing of this approval with the Clerk of the Board.

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

JUAN FERNANDEZ-BARQUIN, CLERK

By: _____
Deputy Clerk

Approved by County Attorney as
to form and legal sufficiency.

A handwritten signature in black ink, consisting of the letters 'MBV' in a stylized, cursive-like font, positioned above a horizontal line.

Michael B. Valdes

**INTERLOCAL AGREEMENT BETWEEN
MIAMI-DADE COUNTY SUPERVISOR OF ELECTIONS
AND MIAMI-DADE COUNTY**

THIS INTERLOCAL AGREEMENT (“Agreement”) is entered into, pursuant to Section 163.01, Florida Statutes, by and between Miami-Dade County, a political subdivision of the State of Florida (the “**County**”), through its governing body, the Board of County Commissioners of Miami-Dade County, Florida (the “**Board**”) and the Miami-Dade Supervisor of Elections, a constitutional officer of the State of Florida (the “**SOE**”) to authorize the SOE to perform certain functions relating to initiative, referendum, and recall petitions traditionally performed by the former Miami-Dade County Elections Department pursuant to section 12-23 of the Code of Miami-Dade County, Florida. Together, the County and SOE are the “**Parties**” and, individually, each is a “**Party**” to this Agreement.

WITNESSETH:

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

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

WHEREAS, Amendment 10 took effect in the County on January 7, 2025;

WHEREAS, section 12-23 of the Code of Miami-Dade County, Florida, provides that certain functions relating to initiative, referendum, and recall petitions are to be performed by the “Supervisor of Elections” (“**Functions**”);

WHEREAS, the Parties wish to clarify that the SOE, by and through this Agreement, has agreed and is authorized to continue to perform those Functions on behalf of the County; and

WHEREAS, this resulting agreement is founded on joint commitment by the Parties to make the most efficient use of their respective powers and to provide services in a manner that promotes transparency, efficiency and public trust;

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 authorize the SOE, on behalf of the County, to perform those Functions of the “Supervisor of Elections” described in section 12-23 of the Code of Miami-Dade County, Florida.

2. **Duration.** This Agreement shall take effect on the date of its full execution (the “Effective Date”) and shall run through the remainder of the Fiscal Year. This Agreement shall automatically renew each Fiscal Year for the next succeeding Fiscal Year unless terminated by either Party, as provided in this Agreement.

3. **Termination.** This Agreement may be terminated by written notice by either Party by providing written notice to the other Party and shall take effect 60 days thereafter. The Parties may also terminate this Agreement at any other time as may be mutually agreed upon.

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

5. **Funding.** The Parties agree that the SOE shall use legally available funding from its current annual budget to perform the Functions described in Section 1. However, if performance of such Functions causes the SOE to have unusual or unanticipated expenses, the SOE reserves the right to request for a budget amendment pursuant to section 129.201(9), Florida Statutes.

6. **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:	
Administration	Legal Counsel
Daniella Levine Cava Mayor	Geri Bonzon-Keenan County Attorney
Miami-Dade County, Office of the Mayor	Miami-Dade County Attorney’s Office
111 NW 1 st Street, 29th Floor Miami, FL 33128	111 NW 1 st Street, 28 Floor Miami, FL 33128
Email: daniella.cava@miamidade.gov	Email: geri.bonzon-keenana@miamidade.gov

To Supervisor of Elections:	
Administration	Legal Counsel
Alina Garcia Supervisor of Elections	Oren Rosenthal General Counsel

Miami-Dade County Supervisor of Elections	Miami-Dade County Supervisor of Elections
2700 NW 87 th Avenue Miami, FL 33172	2700 NW 87 th Avenue Miami, FL 33172
Email: Alina.garcia@votemiamidade.gov	Email: oren.rosenthal@votemiamidade.gov

7. **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.

8. **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.

9. **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.

10. **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.

11. **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.

12. **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.

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

14. **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 County Mayor the required power and authority to execute this Agreement.

15. **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.

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

17. **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.

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

19. **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 SOE.

20. **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 and, if necessary, shall follow the dispute resolution process set forth in the Interlocal Transition Agreement between Miami-Dade County and the Supervisor of Elections.

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

MIAMI-DADE COUNTY, FLORIDA

By:
County Mayor Daniella Levine Cava

DATE:

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

MIAMI-DADE COUNTY SUPERVISOR OF
ELECTIONS

By:
Supervisor of Elections Alina Garcia

DATE:

Approved as to Form and Legal Sufficiency