MEMORANDUM

IEIC
Agenda Item No. 3(D)

TO:	Honorable Chairman Anthony Rodriguez and Members, Board of County Commissioners	**DATE:**	November 12, 2026
FROM:	Geri Bonzon-Keenan County Attorney	**SUBJECT:**	Resolution approving Supplemental Agreement No. 2 to the Interlocal Transition Agreement between Miami-Dade County and the Miami-Dade County Tax Collector; transferring custodianship of server equipment from the County to the Tax Collector; authorizing the County Mayor to execute such Agreement and to exercise all rights, powers, and options therein

The accompanying resolution was prepared by the Office of Management and Budget and placed on the agenda at the request of Commissioner Natalie Milian Orbis.

for
Geri Bonzon-Keenan
County Attorney

GBK/ks

Memorandum

Date: January 20, 2027

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

From: Daniella Levine Cava
Mayor

Subject: Approval of Supplemental Agreement No. 2 to the Interlocal Transition Agreement Between Miami-Dade County and the Miami-Dade County Tax Collector for Transfer of Custodianship of Server Equipment

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Executive Summary

The purpose of this item is to request approval of the Board of County Commissioners (Board) of Supplemental Agreement No. 2 (Supplemental Agreement) to the Interlocal Transition Agreement between Miami-Dade County (County) and the Miami-Dade County Tax Collector (Tax Collector), entered into on January 7, 2025. The Supplemental Agreement (Attachment A) transfers custodianship of one HP Rack Server, from the County to the Tax Collector. There is no fiscal impact to the County associated with this item.

Recommendation

It is recommended that the Board approve the attached resolution, which approves the Supplemental Agreement between the County and the Tax Collector transferring custodianship of one HP Rack Server to the Office of the Tax Collector, included as Attachment A to the resolution.

Scope

The scope of the statutory duties of the Tax Collector is countywide in nature.

Delegation of Authority

This item authorizes the County Mayor or the County Mayor's designee authority to execute the Supplemental Agreement with the Tax Collector, and to exercise the provisions contained therein.

Fiscal Impact/Funding Source

There is no fiscal impact to the County associated with this item. The server subject to the Supplemental Agreement was previously procured by the County and remained in the County's custodianship following the January 7, 2025, effective date of the Interlocal Transition Agreement. The Supplemental Agreement transfers custodianship, at no cost, to the Tax Collector, which will assume all responsibility for the security, maintenance, and eventual replacement of the asset. County staff who previously supported the server will continue to support the County's remaining infrastructure, helping deliver secure, reliable, and scalable technology services across networking, cybersecurity, public safety communications, countywide systems, and user support.

Track Record/Monitor

The Office of the Tax Collector will act as custodian of the asset in accordance with Chapter 274, Florida Statutes, and will maintain accurate records of the asset, including any additions, withdrawals, or transfers back to the County, and will provide the County with regular reports on the status and condition of the asset upon request, consistent with the terms of the Supplemental Agreement.

Background

In furtherance of Amendment 10, the County and the Tax Collector entered into the Interlocal Transition Agreement, effective January 7, 2025, which sets forth the terms for the transition of all necessary positions, employees, real property, assets, equipment, contracts, grants, and licenses used by the Tax Collector to

perform its statutory duties from the County to the Office of the Tax Collector. Sections 22 and 26 of the Interlocal Transition Agreement authorize the parties to supplement the Interlocal Transition Agreement, when properly executed, to address the transfer of additional assets identified after the January 7, 2025, effective date.

This item is the second supplemental agreement executed pursuant to the Interlocal Transition Agreement. Under this Supplemental Agreement, custodianship of one HP Rack Server transfers to the Tax Collector, which agrees to act as custodian of the asset and to hold and safeguard it in accordance with the Interlocal Transition Agreement and state law. The Tax Collector further agrees, among other things, to accept the asset and any associated data and systems “as is”; to use the asset solely to meet its statutory responsibilities; to bear sole responsibility for the asset’s cybersecurity, maintenance, and risk of loss upon receipt; and not to sell, transfer, assign, surplus, or otherwise encumber the asset without the County’s prior written consent.



Carladenise A. Edwards
Chief Administrative Officer

Memorandum

MIAMI-DADE COUNTY

Date: October 26, 2026

To: Honorable Chairman Anthony Rodriguez
Board of County Commissioners

From: Ray Baker, Director
Office of Management and Budget

Subject: Request to Process Late Departmental Agenda Item

I am requesting that the following item be placed on November Committee Cycle.

RESOLUTION APPROVING SUPPLEMENTAL AGREEMENT NO. 2 TO THE INTERLOCAL TRANSITION AGREEMENT BETWEEN MIAMI-DADE COUNTY AND THE MIAMI-DADE COUNTY TAX COLLECTOR; TRANSFERRING CUSTODIANSHIP OF SERVER EQUIPMENT FROM THE COUNTY TO THE TAX COLLECTOR; AUTHORIZING THE COUNTY MAYOR OR COUNTY MAYOR'S DESIGNEE TO EXECUTE SUCH AGREEMENT AND TO EXERCISE ALL RIGHTS, POWERS, AND OPTIONS THEREIN

Although this item has not met the noticed deadline and has been provided to the Agenda Coordination Office late, it is critical the item is placed on the requested agenda cycle to formalize the transfer of server equipment from the County to the Office of the Tax Collector.

Please process the item notwithstanding that the 4-day rule may be applicable to it. I am aware that this item is subject to approval for placement on the agenda by the BCC Chairman, and review by the Office of the County Attorney.

Approved by Mayor or Mayor's Designee — Carladenise Edwards, Print Name

Approved by Legislative Director or Designee — Demetria Henderson, Print Name

c: Geri Bonzon-Keenan, County Attorney
CAOagenda@miamidade.gov
Eugene Love, Agenda Coordinator

MEMORANDUM

(Revised)

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

DATE: January 20, 2027

FROM: Geri Bonzon-Keenan
County Attorney

SUBJECT: Agenda Item No.

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**
_____	**Requires more than a majority vote (i.e., 2/3's present ____, 2/3 membership ____, 3/5's ____, unanimous ____, majority plus one ____, CDMP 7 votes (majority of membership) ____, CDMP 2/3 members present but not less than 7 votes (majority of membership) ____, CDMP**
✓	**9 votes (2/3 membership) _____) to approve**
_____	**Current information regarding funding source, index code and available balance, and available capacity (if debt is contemplated) required**

Approved _____ Mayor Agenda Item No.
Veto _____
Override _____

RESOLUTION NO. _____

RESOLUTION APPROVING SUPPLEMENTAL AGREEMENT NO. 2 TO THE INTERLOCAL TRANSITION AGREEMENT BETWEEN MIAMI-DADE COUNTY AND THE MIAMI-DADE COUNTY TAX COLLECTOR; TRANSFERRING CUSTODIANSHIP OF SERVER EQUIPMENT FROM THE COUNTY TO THE TAX COLLECTOR; AUTHORIZING THE COUNTY MAYOR OR COUNTY MAYOR'S DESIGNEE TO EXECUTE SUCH AGREEMENT AND TO EXERCISE ALL RIGHTS, POWERS, AND OPTIONS THEREIN

WHEREAS, this Board desires to accomplish the purposes outlined in the accompanying County Mayor memorandum, a copy of which is incorporated herein by reference,

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF MIAMI-DADE COUNTY, FLORIDA, that:

Section 1. The foregoing recital is approved and incorporated into this resolution.

Section 2. This Board approves Supplemental Agreement No. 2 to the Interlocal Transition Agreement between Miami-Dade County (County) and the Miami-Dade County Tax Collector (Tax Collector) to transfer custodianship of an HP Rack Server from the County to the Tax Collector, in substantially the form attached hereto as Attachment A and incorporated herein by reference.

Section 3. The County Mayor or County Mayor's designee is authorized to execute this Supplemental Agreement and to exercise any and all rights, powers, and options within the Supplemental Agreement, including renewal and termination.

The foregoing resolution 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	

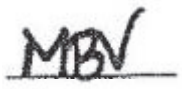
The Chairperson thereupon declared this resolution duly passed and adopted this 20th day of January, 2027. This resolution shall become effective upon the earlier of (1) 10 days after the date of its adoption unless vetoed by the County Mayor, and if vetoed, shall become effective only upon an override 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.



Michael B. Valdes

SUPPLEMENTAL AGREEMENT NO. 2
TO INTERLOCAL TRANSITION AGREEMENT
BETWEEN MIAMI-DADE COUNTY TAX COLLECTOR
AND MIAMI-DADE COUNTY

The Miami-Dade County Tax Collector ("**Tax Collector**"), a constitutional officer of the State of Florida, and Miami-Dade County ("**County**"), a political subdivision of Florida, hereby agree to this Supplemental Agreement No. 2 ("Supplemental Agreement") to the Interlocal Transition Agreement entered into on January 7, 2025 between the County and the Tax Collector ("**Interlocal Transition Agreement**"). Together, the Tax Collector and the County are the "**Parties**" and, individually, each is a "**Party**" to this Supplemental Agreement to the Interlocal Transition Agreement.

In accordance with Sections 22 and 26 of the Interlocal Transition Agreement, this Supplemental Agreement, when properly executed, shall supplement the Interlocal Transition Agreement as follows:

1. Transfer of Custodianship

Custodianship of the personal property listed below ("Assets") shall transfer to the Office of the Tax Collector, which agrees to act as custodian of the Assets, and to hold and safeguard the Assets in accordance with the terms and conditions of this Supplemental Agreement, the Interlocal Transition Agreement, and Chapter 274, Florida Statutes. The Office of the Tax Collector shall maintain accurate records of the Assets, including any additions, withdrawals, or transfers back to the County thereof, and shall provide regular reports to the County detailing the status and condition of the Assets, upon request.

Asset ID	Asset Description	Asset Type	Status	Serial ID	Tag Number	Cost
N/A	HP Rack Server RDPCC	COMPUTER EQUIPM	In Service	[redacted]	N/A	$16,215.50

2. Acceptance and Accuracy at Receipt

Upon receipt of the Assets, the Tax Collector acknowledges and agrees that it has had the opportunity to inspect, validate, and test the Assets and all data, software, configurations, applications, operating systems, firmware, virtual machines, databases, and other systems housed on, stored on, or operated from the Assets (collectively, "Data and Systems"). The Tax

Collector accepts the Data and Systems as received and shall be solely responsible for confirming and ensuring the completeness, usability, and accuracy of the Data and Systems at the time of receipt, including any required reconciliation, validation, or correction necessary for the Tax Collector's intended use.

3. Use

The Assets shall solely be used by the Tax Collector for the purpose of meeting its responsibilities and obligations under applicable law. The Assets shall only be used by personnel of the Tax Collector. The Assets shall not be used by any other departments, agencies, boards, offices, or municipalities within or outside of Miami-Dade County.

4. Compliance with Applicable Laws

The Tax Collector shall not store, process, transmit, or otherwise handle any data using the Asset, Data or Systems in a manner that violates any applicable state or federal law. The Tax Collector shall be responsible for ensuring that any use of the Assets, Data or Systems complies with all applicable confidentiality, privacy, records retention, and information security requirements.

5. County Consent Required for Transfer

The Tax Collector may not sell, transfer, assign, pledge, surplus, or in any way encumber or convey the Assets or any portion or component of such asset(s) without the express written consent of the County. For avoidance of doubt, the term "transfer" shall include any sub-custody arrangements, loans, leases, bailments, or permitting third-party possession or control without prior County written consent.

6. Warranty Disclaimer

The Tax Collector agrees and acknowledges that the Assets, Data and Systems are provided "AS IS," without warranty of any kind by the County, written or oral, express or implied, including but not limited to any warranty of merchantability or fitness for a particular purpose.

7. Indemnification

The Tax Collector agrees that, to the extent permitted by law and subject to the limitations set forth below, it shall indemnify and hold harmless the County, and its officers, employees, agents, and instrumentalities, from any and all liability, losses, or damages, including reasonable attorney's fees and costs of defense, which the County or its officers, employees, agents, or instrumentalities may incur to the extent caused by the negligent or wrongful acts or omissions of the Tax Collector or its officers, employees, agents, or servants arising out of, relating to, or

resulting from the transfer, maintenance, or use of the Assets, Data or Systems, or the performance of this Agreement. The Tax Collector shall pay such claims and losses attributable to its own acts or omissions, and shall investigate and defend all such claims, suits, or actions in the name of Miami-Dade County, where applicable, including appellate proceedings, costs, judgments, and reasonable attorney's fees which may issue thereon. The Tax Collector's obligations under this provision shall not extend to any liability, loss, or damage caused by the acts or omissions of the County or any third party.

This indemnification obligation is expressly subject to, and shall not exceed, the limitations of liability set forth in Section 768.28, Florida Statutes. Nothing in this Agreement shall be construed as a waiver of the Tax Collector's sovereign immunity, or of the limits, defenses, or monetary caps provided under Section 768.28, Florida Statutes.

8. Maintenance of Assets, Data and Systems

Upon transfer of custodianship, the Tax Collector agrees to maintain the Assets in good operating order and condition. Any required maintenance shall be provided by appropriately certified personnel. All maintenance costs and expenses due to the Tax Collector's use of the Assets shall be borne by the Tax Collector. In addition, the Tax Collector shall maintain a maintenance log that shall record any alterations, component swaps, upgrades, or software/firmware changes, including emergency security patches, that have been done to the Assets.

The Tax Collector shall also have sole responsibility, at its own cost and expense, for the security, administration, operation, maintenance, retention, backup, restoration, patching, updating, and support of the Data and Systems, including implementing and maintaining appropriate safeguards to protect the confidentiality, integrity, and availability of the Data and Systems and to prevent unauthorized access, alteration, loss, or destruction.

9. Risk of Loss

The Tax Collector shall bear all risk of loss with respect to the Assets, Data and Systems upon receipt. The County shall have no responsibility for the accuracy, completeness, retention, security, maintenance, or updating of the Data and Systems upon receipt, and the Tax Collector assumes all risks associated with the Tax Collector's use, administration, and management of the Data and Systems. If any Assets are returned to the County before end-of-life or end-of-support as designated by the manufacturer or applicable vendor, such Assets must include the same components as received by the Tax Collector, and must be in good operating order and condition. If the Tax Collector fails to return any Asset in such condition, then all costs and expenses incurred to either (a) return the Asset to good operating order and condition or (b) replace the Asset if it

could not be returned to good operating order and condition shall be borne by the Tax Collector, and the Tax Collector agrees to reimburse the County for any such costs and expenses.

10. Responsibility for Cybersecurity and other Risk Control Measures

Upon receipt, the Tax Collector shall bear all responsibility for ensuring that appropriate cybersecurity protections and other risk control measures are taken with respect to the Assets, Data and Systems. This includes, but is not limited to, (a) maintaining adequate administrative, technical, and physical safeguards for the Asset; (b) establishing appropriate access controls; (c) implementing adequate encryption methods; (d) maintaining a documented patch management program; (e) monitoring for security advisories applicable to the Assets; (f) deploying and maintaining adequate anti-malware/endpoint protection tools; (g) enabling and retaining security-relevant logs sufficient to support detection, investigation, and remediation of security events; (h) configuring and maintaining the Asset consistent with secure configuration benchmarks appropriate to the Asset's operating environment; and (i) establishing appropriate incident response procedures.

11. Notice of Loss or Damage

In the event that the Assets should become lost or damaged during the Tax Collector's custodianship, the Tax Collector shall promptly notify the County of same in accordance with the Notice procedures set forth in the Interlocal Transition Agreement.

12. Responsibility for Replacement at End of Life

The County shall have no responsibility and the Tax Collector shall be solely responsible, at its sole cost and expense, for the timely replacement of the Assets (and any components necessary for the Assets to remain fully functional and supported) when the Assets reach end-of-life or end-of-support as designated by the manufacturer or applicable vendor, are no longer reasonably capable of performing their intended functions in a reliable and secure manner, or are otherwise due to be replaced due to obsolescence, failure, or operational or security requirements, as determined by the Tax Collector. For avoidance of doubt, the County shall have no obligation to fund, procure, or reimburse the Tax Collector for any such replacement.

13. Waiver of Claims

The Tax Collector specifically waives all claims against the County for compensation for any loss, damage, personal injury, or death occurring in the consequence of the performance of this Agreement.

14.Limitation of Liability

Miami-Dade County will not be liable for any direct, indirect, special, incidental, or consequential damages, whether based on contract, tort, or any other legal theory, arising out of this Agreement or the Tax Collector's use of the Assets.

15.Survival

The Parties acknowledge that any of the obligations in this Supplemental Agreement will survive the term, termination, and cancellation of the Interlocal Transition Agreement and any return of the Assets to the County. Accordingly, the respective obligations of the Tax Collector and the County under this Agreement, which by nature would continue beyond the termination, cancellation, or expiration thereof, shall survive termination, cancellation, or expiration hereof.

All other provisions of the Interlocal Transition Agreement shall remain unmodified by this Supplemental Agreement.

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

MIAMI-DADE COUNTY, FLORIDA

By: _____ DATE: _____

Daniella Levine Cava, County Mayor
MIAMI-DADE COUNTY, FLORIDA
Stephen P. Clark Center
111 NW 1 Street
Miami, Florida 33128

_____
Approved as to Form and Legal Sufficiency

MIAMI-DADE COUNTY OFFICE OF THE TAX COLLECTOR

By: _____ DATE: 08/26/2026

Dariel Fernandez, Tax Collector
MIAMI-DADE COUNTY OFFICE OF THE TAX COLLECTOR
200 NW 2nd Ave
Miami, FL 33128

_____
Approved as to Form and Legal Sufficiency