

Date: March 18, 2025

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

From: Daniella Levine Cava *Daniella Levine Cava*
Mayor

Subject: Recommendation to Waive Competitive Bidding Procedures and Award a Single Source Contract for the Purchase of Voting Equipment for the Miami-Dade County Supervisor of Elections

Agenda Item No. 8(G)(1)

Resolution No. R-286-25

Executive Summary

This item is seeking award of a single source contract to Elections Systems & Software, LLC (ES&S) to purchase DS 300 ballot scanners, related software, maintenance, and equipment for the Miami-Dade County Supervisor of Elections (Supervisor of Elections) to support the administration of secure, efficient, and accurate elections in Miami-Dade County. On February 21, 2025, the Supervisor of Elections submitted a formal request to the County Mayor outlining the need for this acquisition (Attachment A) at this time to afford an opportunity to obtain, test and deploy the new voting units for the large municipal elections at the end of this year and the Countywide elections next year.

The Supervisor of Elections has identified a need to replace the County's existing in-person voting ballot scanners, originally purchased in 2007, which are old and do not have the full capabilities needed to run all the features and enhanced security in the new election software. Replacing outdated voting equipment which has been used over the last 18 years is essential to maintaining election integrity, while ensuring a seamless and reliable voting experience into the future.

Sections 101.292, et. seq., Florida Statutes, provide that the governing body of Miami-Dade County (i.e., the Board of County Commissioners) is responsible for the purchase, lease, rental, other acquisition and sale of voting equipment in excess of \$35,000. State law also provides that any purchase shall be by means of competitive sealed bids or competitive sealed proposals from at least two bidders unless (a) the Board agrees that an emergency situation exists to the extent that the potential benefits derived from competitive sealed bids or competitive sealed proposals are outweighed by the detrimental effects of a delay in the acquisition of such equipment or (b) if a majority of the Board finds that there is but a single source from which suitable equipment may be obtained.

Currently, the State of Florida has certified only two vendors – ES&S and Dominion Voting Systems – as approved providers of voting equipment. However, the Supervisor of Elections has advised that Dominion's products are incompatible with the County's existing election infrastructure which is also manufactured by ES&S, and that switching vendors for this component of the voting system would entail a costly and disruptive system-wide replacement, extensive training for election personnel, and a countywide voter education campaign. The Supervisor of Elections has, therefore, recommended that the County upgrade within the existing ES&S system to avoid these risks and allow for the efficient integration of the new DS 300 scanners with considerable savings in both time and resources to the County and the Supervisor of Elections.

In furtherance of her recommendation, the Supervisor of Elections also successfully negotiated with ES&S to secure favorable pricing, contractual concessions, and cost-saving measures, including reuse of modems from the existing DS 200 ballot scanners. The Administration supports the Supervisor's recommendation and this single source purchase request to ensure the timely acquisition of the necessary equipment.

Additionally, this item seeks approval of an Interlocal Agreement between the County and the Supervisor of Elections outlining each party's duties and responsibilities relating to the use of the voting equipment and payment for services arising from this Contract. Although state law requires the contract for the purchase, lease, rental, other acquisition and sale of voting equipment to be approved by the Board, it also provides that the Supervisor of Elections is the custodian of the voting equipment and responsible for the conduct of local, state, and federal elections in Miami-Dade County. As a result, the Interlocal Agreement (and corresponding language in the Contract) designates the Supervisor of Elections as a third-party beneficiary to the Contract and authorizes the Supervisor of Elections to take certain actions under the Contract on the County's behalf. For example, the Supervisor of Elections is responsible for performing all acceptance testing of the voting equipment to ensure that it is in proper working order at the time of delivery. The Contract also allows the Supervisor of Elections to initiate calls for service and place orders for replacement parts on the equipment in accordance with the fee schedule in the Contract provided that such services are invoiced to and paid for solely by the Supervisor of Elections.

Recommendation

It is recommended that the Board of County Commissioners (Board) waive competitive bidding procedures in accordance with Sections 101.292, et. seq., Florida Statutes, Section 5.03(D) of the Home Rule Charter, and Section 2-8.1(b)(1) of the Miami-Dade County Code, by a two-thirds vote of the Board members present, and award single source Contract No. BW-10571 to Election Systems & Software, LLC (ES&S) for the purchase of 1,837 DS 300 ballot scanners and related software, maintenance, and equipment with an amount to be paid by the County of \$12,710,495 for a five-year initial term. The County, at its sole discretion, reserves the right to exercise the option to renew the contract for two additional three-year periods.

This Contract will replace the portion of Contract No. L8488-2/29 that provided for ongoing maintenance and licensing fees of the County's current ES&S election equipment (i.e., DS 200 scanners, DS 850 scanners, ExpressVote terminals) through March 12, 2030. Contract No. L8488-2/29 still had \$4,477,519 in payments owed to ES&S from 2026 to 2030 for these ongoing maintenance and licensing fees for that equipment. By replacing the old DS 200 scanners with new DS 300 scanners with reduced maintenance fees due to being under warranty for part of this five-year term, the ongoing maintenance and licensing fees owed to ES&S during the same term (2026-2030) has now been reduced to \$4,336,440.

It is further recommended that the Board approve the Interlocal Agreement between the County and the Supervisor of Elections outlining each party's duties and responsibilities relating to the use of the voting equipment and payment for services arising from this Contract.

Background

This contract provides for the replacement of ballot scanners used for in-person voting at polling locations throughout Miami-Dade County. It is imperative that this equipment is replaced expeditiously to ensure the Supervisor of Elections has sufficient time to properly receive, test, and deploy the equipment in advance of the municipal elections at the end of 2025 and the statewide elections in 2026.

A comprehensive market analysis conducted by the Supervisor of Elections confirmed that a single source acquisition from ES&S is needed for Miami-Dade County. Transitioning this component of the voting system to the only other state-certified vendor—Dominion—would impose significant financial burdens due to the required replacement of multiple election system components, such as high-speed ballot scanners for vote-by-mail tabulation, ADA-compliant voting machines, and tabulation software, all of which were recently acquired by Miami-Dade County and still within their useful life for use by the Supervisor of Elections in future elections. The negotiated contract with ES&S for the DS 300 scanners provides substantial cost savings through the reuse of existing modems from the DS 200 scanners and trade-in incentives for outdated DS200 scanners. A competitive bidding process, therefore, is not a viable option, as only one

vendor can offer the County a product that is compatible with the County's existing election equipment and can allow the County to repurpose or trade-in certain components from its current ballot scanners. Given these findings, a single source award to ES&S is the most efficient and fiscally responsible approach.

Accordingly, it is in the County's best interest to approve this single source contract in accordance with Sections 101.292, et. seq., Florida Statutes, Section 5.03(D) of the Home Rule Charter and Section 2-8.1(b)(1) of the Miami-Dade County Code to procure DS 300 ballot scanners and related equipment.

Scope

The scope of this item is countywide in nature.

Fiscal Impact/Funding Source

The fiscal impact to Miami-Dade County for the five-year term of this Contract is \$12,710,495. The Contract also provides for annual maintenance and support fees, in an amount totaling \$4,336,440 over the five-year term, as well as fees for additional service calls, replacement parts, and emergency rentals to be incurred on an as-needed basis. The Contract provides that all of these expenses (excluding the initial purchase of \$12,710,495) are to be invoiced to and paid by the Supervisor of Elections from its budgeted funds. If the County chooses to exercise, at its sole discretion, the two, three-year options to renew, the applicable fees during such renewal period shall be mutually agreed upon by the parties. Because of that, any renewal/extension of this Contract shall require Board approval. The Contract also specifies that, if ES&S enters into an agreement with any other customer for substantially the same quantity and configuration of equipment, software, and services and provides such customer with more favorable prices, then ES&S shall immediately notify the County of such agreement and this Contract will be deemed appropriately amended to provide such pricing to the County and Supervisor of Elections for future deliverables.

Department	Allocation	Funding Source	Contract Manager
Non-departmental	\$12,710,495	Capital Funds/Future Financing	Natalya Vasilyeva
Total:	\$12,710,495		

Track Record/Monitor

Natalya Vasilyeva of the Strategic Procurement Department (SPD) is the Procurement Contracting Manager.

Delegated Authority

If this item is approved, the County Mayor or County Mayor's designee will have the authority to exercise all provisions of the Contract and Interlocal Agreement, including any cancellation provisions, pursuant to, as applicable, Section 2-8.1 of the Code and Implementing Order 3-38.

Vendor Recommended for Award

Vendor	Principal Address	Local Address	Number of Employee Residents	Principal
			1) Miami-Dade 2) Percentage*	
Election Systems & Software, LLC	11208 John Galt Boulevard Omaha, NE	None	0	Thomas Burt
			0%	

*Provided pursuant to Resolution No. R-1011-15. Percentage of employee residents is the percentage of vendor's employees who reside in Miami-Dade County as compared to the vendor's total workforce.

Due Diligence

Pursuant to Resolution No. R-187-12, due diligence was conducted in accordance with SPD's Procurement Guidelines to determine contractor responsibility, including verifying corporate status and that there are no performance or compliance issues through various vendor responsibility lists and a keyword internet search. The lists that were referenced included convicted vendors, debarred vendors, delinquent contractors, suspended vendors, and federal excluded parties. There were no adverse findings relating to contractor responsibility.

Applicability of Ordinances and Contract Measures

- The two percent User Access Program applies.
- The Small Business Enterprise measures and Local Preference do not apply.
- The Living Wage Ordinance does not apply.

Attachment

A handwritten signature in blue ink, appearing to read 'C Edwards', written over a horizontal line.

Carladenise Edwards
Chief Administrative Officer

Alina Garcia
Supervisor of Elections

2700 NW 87th Ave
Miami, FL 33172



T 305-499-VOTE(8683)

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TO: The Honorable Daniella Levine Cava
Mayor, Miami-Dade County

FROM: The Honorable Alina Garcia
Supervisor of Elections, Miami-Dade County

SUBJECT: Replacement of Old and Outdated Voting Equipment

As the newly elected Miami-Dade County Supervisor of Elections, I am committed to ensuring an easy and reliable voting experience with accurate and timely elections results for all voters of Miami-Dade County ("County"). Critical to this goal is ensuring that voters can cast their ballots using reliable, secure and current voting equipment at every early voting location and polling place throughout the County. The County's inventory of Election Systems and Software, LLC ("ES&S") ballot scanners used for in-person voting ("DS 200s"), originally purchased in 2007, is old, does not have the full capabilities needed to run all the features and enhanced security in the new election software, and must be replaced. Accordingly, I request that, in accordance with State law and the Miami-Dade County Home Rule Charter, you recommend a bid waiver purchase of replacement in-person voting ballot scanners ("DS 300s") for use in future County elections.

State law places the responsibility of purchasing voting equipment for use by the Supervisor of Elections on the Board of County Commissioners of Miami-Dade County. State law further provides that once purchased by the County, the Supervisor of Elections becomes the custodian of the voting equipment for use in federal, county, state, and other local elections. State law permits the purchase of voting equipment from a single source without competitive bidding when a majority of the governing body finds, and the chairperson of the governing body certifies, that suitable equipment may only be obtained from a single vendor.

Sufficient justification exists to waive competitive bidding and purchase the DS 300s from ES&S as a single source purchase. The State of Florida has only certified voting systems from two vendors for use in elections: ES&S and Dominion Voting Systems, Inc. ("Dominion"). The requested DS 300s are only part of the larger certified voting system owned by Miami-Dade County for use by the Supervisor of Elections. Similar products produced by Dominion are incompatible with the remaining voting equipment used by the County, including the high-speed ballot scanners used to tabulate vote-by-mail ballots, ADA compliant voting equipment, and tabulating systems and software. As a result, switching to Dominion equipment will require the County to replace additional expensive equipment that it only recently purchased. Moreover, by

Alina Garcia
Supervisor of Elections

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upgrading from the DS 200s to the DS 300s, the County can achieve savings by reusing components of the DS 200s, such as the modems, that would otherwise need to be purchased with the acquisition of new voting systems from Dominion. Finally, moving Miami-Dade County to Dominion will require extensive retraining of election personnel and testing of the new equipment, as well as requiring a countywide voter education campaign to limit voter confusion, that would interfere with the ongoing federal, state, county and local election schedules.

Anticipating the need for the replacement of the DS 200 with DS 300, the County has been working on this upgrade prior to my election. As a result, the current County budget has already allocated a substantial portion of the cost of the new equipment. Moreover, the County began negotiations for the purchase from ES&S early last year. Over the last few months, my staff has continued these negotiations with ES&S and has secured numerous contractual concessions and cost savings including the reuse of the modems from the DS200s as well as favorable pricing for the trade in of the old and outdated DS 200s. My office has presented the negotiated agreement to your administration for consideration by the Board of County Commissioners.

Accordingly, I request that, in accordance with State law and the Miami-Dade County Home Rule Charter, you recommend a bid waiver for the purchase of one thousand eight hundred and thirty-seven (1,837) DS 300s and related software, maintenance and equipment and place an item before the Board of County Commissioners for consideration prior to the end of April. If the agreement with ES&S is not approved prior to the end of April my office will be unable to properly receive, test and deploy the equipment for use in the large municipal elections at the end of 2025 and be ready to be deployed on a countywide scale for the statewide elections in 2026. I look forward to working with you to secure this much needed equipment to ensure the continued success of elections in Miami-Dade County.

Memorandum



Date: March 4, 2025

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

From: David Clodfelter, Director
Office of Management and Budget 
DIRECTOR OMB

Subject: Request to Process Late Departmental Agenda Item

I am requesting that the legislative item recommending to Waive Competitive Bidding Procedures and Award a Single Source Contract for the Purchase of Voting Equipment for the Miami-Dade County Supervisor of Elections be processed for the March Committee Cycle. State law places the responsibility of purchasing voting equipment for use by the Supervisor of Elections on the Board of County Commissioners of Miami-Dade County.

Although this item has not met the noticed deadline and has been provided to the Office of Agenda Coordination late, it is important the item moves forward with this timeline at the request of the Supervisor of Elections. This timeline will enable the Office of the Supervisor of Elections to receive, test and deploy the equipment before the upcoming elections cycles.

I am aware that this item is subject to approval for placement on the agenda by the appropriate committee chairperson as well as the BCC Chairperson, and review by the Office of the County Attorney. Therefore, please process the item notwithstanding that the 3-day rule may be applicable to this item.



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: March 18, 2025

FROM: 
Glen Bonzon-Keenan
County Attorney

SUBJECT: Agenda Item No. 8(G)(1)

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. 8(G)(1)
3-18-25

RESOLUTION NO. R-286-25

RESOLUTION AUTHORIZING A NON-COMPETITIVE SINGLE SOURCE PURCHASE PURSUANT TO SECTION 101.293, FLORIDA STATUTES, AND SECTION 2-8.1(B)(3) OF THE COUNTY CODE BY A TWO-THIRDS VOTE OF THE BOARD MEMBERS PRESENT; AUTHORIZING AWARD OF CONTRACT NO. BW-10571 TO ELECTION SYSTEMS & SOFTWARE, LLC FOR THE PURCHASE OF ELECTION VOTING EQUIPMENT AND RELATED SOFTWARE AND MAINTENANCE WITH AN AMOUNT TO BE PAID BY THE COUNTY NOT TO EXCEED \$12,710,495.00 FOR A FIVE-YEAR TERM FOR THE SUPERVISOR OF ELECTIONS, THROUGH THE COUNTY; APPROVING INTERLOCAL AGREEMENT BETWEEN COUNTY AND SUPERVISOR OF ELECTIONS OUTLINING DUTIES AND RESPONSIBILITIES FOR USE OF EQUIPMENT AND PAYMENT OF SERVICES UNDER SUCH CONTRACT; AUTHORIZING THE COUNTY MAYOR OR COUNTY MAYOR'S DESIGNEE TO EXECUTE THE CONTRACT AND INTERLOCAL AGREEMENT, TO EXERCISE ALL PROVISIONS CONTAINED THEREIN, INCLUDING ANY CANCELLATION PROVISIONS, PURSUANT, AS APPLICABLE, TO SECTION 2-8.1 OF THE COUNTY CODE AND IMPLEMENTING ORDER 3-38

WHEREAS, this Board desires to accomplish the purposes outlined in the accompanying 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. In accordance with section 101.293, Florida Statutes, this Board finds that there is but a single source from which suitable voting equipment may be obtained for use by the Miami-Dade County Supervisor of Elections for the reasons stated in both the accompanying County memorandum and the memorandum from the Supervisor of Elections included as Attachment A. Accordingly, this Board finds it is in the best interest of Miami-Dade County to

award Contract No. BW-10571 as a non-competitive single source purchase to Elections Systems & Software, LLC for the purchase of elections voting equipment and related software and maintenance (hereinafter “Contract”), with an amount to be paid by the County not to exceed \$12,710,495.00 for a five-year term, pursuant to section 2-8.1(b)(3) of the Code of Miami-Dade County, by a two-thirds vote of the Board members present. A copy of the contract document is on file with and available upon request from the Strategic Procurement Department.

Section 3. This Board approves the Interlocal Agreement between Miami-Dade County and the Miami-Dade County Supervisor of Elections, in substantially the form attached hereto as Exhibit 1 and incorporated herein by reference.

Section 4. This Board authorizes the County Mayor or County Mayor’s designee to execute the Contract and Interlocal Agreement, and to exercise all provisions of the Contract and Interlocal Agreement, including any cancellation provisions, pursuant to, as applicable, section 2-8.1 of the County Code and Implementing Order 3-38.

Section 5. In accordance with section 101.293, Florida Statutes, the Chairperson of the Board of County Commissioners is directed to certify to the Florida Secretary of State, Division of Elections, the situation and conditions detailed herein requiring an exception to the competitive bidding requirements of section 101.293, Florida Statutes.

The foregoing resolution was offered by Commissioner **Roberto J. Gonzalez** , who moved its adoption. The motion was seconded by Commissioner **Kionne L. McGhee** and upon being put to a vote, the vote was as follows:

Anthony Rodriguez, Chairman		aye	
Kionne L. McGhee, Vice Chairman		aye	
Marleine Bastien	aye	Juan Carlos Bermudez	aye
Kevin Marino Cabrera	absent	Sen. René García	aye
Oliver G. Gilbert, III	aye	Roberto J. Gonzalez	aye
Keon Hardemon	aye	Danielle Cohen Higgins	aye
Eileen Higgins	aye	Raquel A. Regalado	aye
Micky Steinberg	aye		

The Chairperson thereupon declared this resolution duly passed and adopted this 18th day of March, 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: Basia Pruna
Deputy Clerk

Approved by County Attorney as
to form and legal sufficiency.

MBV

Michael B. Valdes

**INTERLOCAL AGREEMENT BETWEEN MIAMI-DADE COUNTY
SUPERVISOR OF ELECTIONS AND MIAMI-DADE COUNTY
FOR PURCHASE OF VOTING EQUIPMENT**

THIS INTERLOCAL AGREEMENT ("ILA") 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 Miami-Dade County Supervisor of Elections, a constitutional officer of the State of Florida (the "Supervisor of Elections" or "SOE") relating to the purchase, operation and maintenance of voting equipment in compliance with Florida law. Together, the County and SOE are the "Government Parties" and, individually, each is a "Government Party" to this ILA.

WITNESSETH:

WHEREAS, Sections 101.292, et. seq., Florida Statutes, provide that the governing body of Miami-Dade County, the Board of County Commissioners, is responsible for the purchase, lease, rental, other acquisition and sale of voting equipment in excess of a statutory amount for use in Miami-Dade County elections; and

WHEREAS, Section 101.34, Florida Statutes, provides that once purchased, the Supervisor of Elections shall be the custodian of the voting system in the County and shall prepare and supervise the voting system prior to and during elections; and

WHEREAS, some of the current voting equipment used in Miami-Dade County was purchased in 2007 from Election Systems & Software, LLC ("ESS") and is now at its end of life; and

WHEREAS, the Board desires to purchase new voting equipment compatible with other ESS voting equipment that is still within its useful life for use by the Supervisor of Elections in future elections; and

WHEREAS, the County and ESS will enter into a contract for the purchase of voting systems for use by the Supervisor of Elections contemporaneously with the approval of this ILA ("Purchase Agreement"); and

WHEREAS, the Purchase Agreement includes the Supervisor of Elections as a third-party beneficiary and authorizes the Supervisor of Elections to take certain actions under the Purchase Agreement in furtherance of the Supervisor of Elections' statutory duties as custodian of the voting system and administrator of all county elections; and

WHEREAS, the Supervisor of Elections desires to operate and maintain such voting systems under the terms and conditions of the Purchase Agreement; and

WHEREAS, the County and the Supervisor of Elections desire to set forth the responsibilities of the Government Parties under the Purchase Agreement;

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

1. Purpose. The purpose of this ILA is to delineate the respective duties and functions of the Governmental Parties with respect to the purchase, operation and maintenance of the voting equipment and voting system as set forth in the Purchase Agreement. The Government Parties agree to work cooperatively in good faith to achieve this goal and shall provide all necessary assistance to the other Governing Party to meet its obligations under the Purchase Agreement as set forth in this ILA.

2. Duration. This Agreement shall take effect on the Effective Date of the Purchase Agreement and shall run concurrently with the term of the Purchase Agreement or any successor agreement concerning the voting equipment and voting systems identified therein.

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

4. County Rights and Responsibilities under the Purchase Agreement. The County, subject to and contingent upon annual appropriation by the Board, shall be responsible for the costs of the purchase and lease of the voting “System” as set forth in the Purchase Agreement as that term is defined therein. The County shall assign a Contract Manager to manage the Purchase Agreement and work with the Supervisor of Elections to ensure that all terms and conditions are performed to the satisfaction of the County and the Supervisor of Elections. The County shall be solely responsible for determining whether the Purchase Agreement shall be amended, extended or terminated in accordance with the provisions contained therein but shall work, in good faith, with the Supervisor of Elections to address any disputes or breach of the Purchase Agreement.

5. Supervisor of Elections Rights and Responsibilities under the Purchase Agreement. The Supervisor of Elections shall take delivery of the voting System and shall be the Custodian of the System as set forth in Florida Law. The Supervisor of Elections shall perform all acceptance testing, maintenance, and other responsibilities to keep the voting System in good working order. The Supervisor of Elections shall manage the day-to-day activities under the Purchase Agreement and shall assign a Project Manager to manage the Project. The Supervisor of Elections, subject to and contingent upon budgetary availability, shall be solely responsible for payment from its annual budget of any fees or expenses incurred under the Purchase Agreement that the Purchase Agreement indicates are to be invoiced and/or paid by the Supervisor of Elections or “Customer.” The Supervisor of Elections shall, in the first instance, attempt to resolve any disputes and questions under the Purchase Agreement in accordance with the terms therein and

shall work with the County in enforcing the terms and conditions of the Purchase Agreement as needed.

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, 29 Floor Miami, FL 33128	111 NW 1 st Street, 28 Floor Miami, FL 33128
Email: daniella.cava@miamidade.gov	Email: geri.bonzon-keenan@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 with copies to Robert.Villar@votemiamidade.gov , gilbert.yurubi@votemiamidade.gov	Email: oren.rosenthal@votemiamidade.gov
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7. Relationship of the Government Parties. The Government Parties agree that they are independent entities, and not agents for one another. No Government Party or its officers, elected or appointed officials, employees, agents, independent contractors or consultants shall be considered employees or agents of any other Government Party, nor to have been authorized to incur any expense on behalf of any other Government Party, nor to act for or to bind any other Government Party.

8. Mutual Cooperation. The Government Parties will use their reasonable best efforts to cooperate with each other in performing their respective obligations under this ILA and the Purchase Agreement. Such cooperation will include, without limitation, sharing information, executing and delivering such other and additional instruments and documents or amendments thereto as may reasonably be requested by the other Government Party to carry out this ILA, and assigning licenses and contracts to the other Government Party.

9. Liability. The Government Parties to this ILA shall not be deemed to assume any liability for the negligent or wrongful acts, or omissions of the other Government Party. Nothing contained herein shall be construed as a waiver, by either Government Party, of the liability limits established in Section 768.28, Florida Statutes.

10. Joint Preparation. The preparation of this ILA has been a joint effort of the Government Parties, and the resulting document shall not, solely as a matter of judicial construction, be construed more severely against one of the Government Parties than the other.

11. Headings. Captions and headings in this ILA are for ease of reference only and do not constitute a part of this ILA 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 ILA unless in writing and signed by the Government Party waiving such right. No delay or failure to exercise a right under this ILA 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 ILA. Waiver by any Government Party of any breach of any provision of this ILA 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 ILA.

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

14. Representation of the County. The County represents that this ILA 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 ila shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this ILA 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 ILA , provided that the material purposes of this ILA can be determined and effectuated.

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

17. Governing Law; Venue. This ILA 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 ILA shall be exclusively in the Circuit Court of the Eleventh Judicial Circuit, in and for Miami-Dade County, Florida.

18. Third-Party Beneficiary. No other person or entity shall be deemed to be an express or implied third-party beneficiary of this ILA 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.

19. Supplementary Agreement Provision.

a. Additional Agreements. After the execution of this ILA, the County or the SOE may identify the need for additional agreements or modifications to this ILA to achieve the objectives of the ILA. Both Government Parties agree to negotiate in good faith such additional agreements or amendments, as necessary in the form of a Supplemental Agreement which shall be presented to the Board for its approval.

b. Conflicts Between Agreements. In the event of any conflict between this ILA, amendments, and Supplemental Agreements, the order of precedence is as follows: (1) additional Supplemental Agreement or amendments approved by the Board 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.

20. Dispute Resolution. In accordance with Section 163.01(5)(p), Florida Statutes, the Government Parties agree that they should try to resolve their differences over implementation of this ILA before resorting to Court. Toward this end, the Government Parties have structured the following dispute resolution process to make Court the last resort. The escalation steps in the process are:

a. In the event of any disagreement arising out of this ILA including its implementation, a Government Party/Claimant will provide written notice of dispute ("Notice of Dispute") to the other Government Party, fully describing the issue presented and explaining why any performance, decision, action, or failure to act is inconsistent with this ILA and which part(s) of it. The other Government 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 will receive the approval of the highest administrative officer of the Government Party. Respondent may declare an impasse ("Impasse") if the Response is unacceptable or continue to negotiate with claimant.

b. In the event the Government Parties are unable to agree to a resolution under this section, the Government 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 will agree on a mediator that is licensed to practice law in Florida.

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

MIAMI-DADE COUNTY, FLORIDA

By: _____

DATE: _____

County Mayor Daniella Levine Cava

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: _____