

MEMORANDUM

Agenda Item No. 8(G)(1)

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

DATE: June 2, 2026

FROM: Geri Bonzon-Keenan
County Attorney

SUBJECT: Resolution approving Interlocal Agreement between Miami-Dade County, Miami-Dade County Commission on Ethics and Public Trust and the Miami-Dade County Supervisor of Elections relating to financial disclosures; approving Supplemental Agreement No. 1 to Interlocal Agreement between Supervisor of Elections and Miami-Dade County relating to chapter 12 of the Code; approving Supplemental Agreement No. 1 to Interlocal Transition Agreement between Miami-Dade County and Supervisor of Elections; authorizing the County Mayor to execute such agreements and to exercise all rights, powers, and options therein, including renewal and termination

Resolution No. R-473-26

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


Geri Bonzon-Keenan
County Attorney

GBK/ks

MDC001

Memorandum



Date: June 2, 2026

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

From: Daniella Levine Cava
Mayor 

Subject: Approval of Interlocal Agreement between Miami-Dade County, the Miami-Dade County Commission on Ethics and Public Trust and the Miami-Dade County Supervisor of Elections and approval of additional Supplemental Agreements to Interlocal Agreements with the Miami-Dade County Supervisor of Elections

Executive Summary

The purpose of this item is to request approval by the Board of County Commissioners (Board) of the Interlocal Agreement between Miami-Dade County (County), the Miami-Dade County Commission on Ethics and Public Trust (COE), and the Miami-Dade County Supervisor of Elections (Supervisor), as well as approval of Supplemental Agreement No. 1 to the Interlocal Transition Agreement between the County and the Supervisor and Supplemental Agreement No. 1 to the Interlocal Agreement between the County and the Supervisor Relating to Chapter 12 of the Code of Miami-Dade County, Florida.

The agreements ensure the Supervisor provide continued temporary access to the existing financial disclosure and outside employment systems while the County and the COE complete the migration of these functions to the County's INFORMS platform. The item also amends the existing interlocal agreement relating to Chapter 12 of the Code of Miami-Dade County to expand the Supervisor's responsibilities to include additional election-related functions previously performed by the former Elections Department.

Additionally, the item modifies the Interlocal Transition Agreement to provide for automatic annual renewal, facilitates the Supervisor's transition off the County's INFORMS system, and authorizes the relocation of the Supervisor's branch office within the Stephen P. Clark Center with compensation to the Department of Transportation and Public Works for the use of federally regulated space. The item also extends the employee crosswalk provisions for an additional year, as previously directed by the Board.

Recommendation

It is recommended that the Board approve the attached resolution, which seeks approval of the following: (1) the Interlocal Agreement between the County, the COE, and the Supervisor, included as Attachment A to the resolution; (2) Supplemental Agreement No. 1 to the Interlocal Agreement between the County and the Supervisor Relating to Chapter 12 of the Code of Miami-Dade County, Florida, included as Attachment B to the resolution; and (3) Supplemental Agreement No. 1 to the Interlocal Transition Agreement between the County and the Supervisor, included as Attachment C to the resolution.

Scope

The impact of this resolution is countywide.

Delegation of Authority

This item authorizes the County Mayor or the County Mayor's designee authority to execute the Interlocal Agreements, and exercise the provisions contained therein.

Fiscal Impact/Funding Source

There is an anticipated positive fiscal impact to the Department of Transportation and Public Works (DTPW) resulting from the relocation of the Supervisor's branch office at the Stephen P. Clark Center (SPCC), which is located on DTPW federally acquired land and is subject to Federal Transit Administration (FTA) regulations. DTPW is required to be compensated for all non-DTPW uses of such lands. Accordingly, the Supervisor shall pay DTPW a rate of \$1,000.00 per month for its use of the Supervisor SPCC Branch office, retroactive to July 1, 2025.

There is no further anticipated fiscal impact for FY 2025-26 associated with the adoption of this item, as funds associated with the Supervisor's transition have already been budgeted in the current fiscal year. Additionally, the County's functions will remain unchanged, with no material operational impacts or new financial commitments. There is no anticipated need for budgetary adjustments to implement the Interlocal Agreements, as existing personnel and resources are expected to be fully adequate to support the ongoing collaboration and reciprocal services between the County and the Supervisor.

Track Record/Monitor

The Office of Management and Budget (OMB) will coordinate with relevant entities to ensure efficient and compliant transition activities related to the Supervisor.

Background

In 2018, Florida voters approved Amendment 10, which established five independent Constitutional Officers in Miami-Dade County, effective January 7, 2025. In response, in December 2024, the Board adopted Resolution No. R-1108-24, approving an Interlocal Transition Agreement with the Supervisor to govern the transition of employees, functions, contracts, and assets from the County and to define a cooperative framework for continued service delivery in compliance with state law.

At the beginning of Fiscal Year 2024-2025, responsibility for administering financial disclosure and outside employment forms transitioned from the Supervisor to the COE. The County and the COE are currently migrating the existing financial disclosure and outside employment systems to the County's integrated platform, INFORMS. This item seeks approval of an interlocal agreement to ensure uninterrupted access to, and continued functionality of, the Supervisor's existing systems during this interim period.

On December 2, 2025, the Board adopted Resolution No. R-1186-25, approving an interlocal agreement between the County and the Supervisor authorizing the Supervisor to perform certain functions described in Section 12-23 of the Code of Miami-Dade County (Code). The County and the Supervisor now seek to amend that agreement to expand the Supervisor's responsibilities to include additional functions previously performed by the former Elections Department pursuant to Chapter 12 of the Code. This item establishes the terms and conditions for those modifications.

Additionally, this item addresses three matters relating to the Interlocal Transition Agreement: (1) extending the term of the Interlocal Transition Agreement to provide for automatic annual renewal; (2) facilitating the Supervisor's transition off the County's INFORMS system; and (3) relocating the Supervisor's branch office at the Stephen P. Clark Center to space within DTPW's Golden Passport offices at the same location. Approval is requested to address these matters and to authorize the actions necessary to implement them.

Finally, on December 16, 2025, the Board adopted Resolution No. R-1228-25, directing the County Mayor to negotiate, execute, and administer agreements with the constitutional offices to extend the crosswalk provisions contained in the various interlocal agreements by one additional year. Then, on March 17, 2026, the Board amended that resolution to provide the County Mayor or County Mayor's designee with the additional authority to negotiate and execute agreements with the applicable constitutional offices and collective bargaining units to remove the one-time only restriction on the use of the crosswalk provision and to expand the group of employees who are eligible to use the crosswalk provision. This item includes those relevant changes to the crosswalk provision, as directed by the Board.

Attachments

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

Carladenise Edwards
Chief Administrative Officer



MEMORANDUM

(Revised)

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

DATE: June 2, 2026

FROM: 
Gen 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
- ☒ 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
Veto _____
Override _____

Agenda Item No. 8(G)(1)
6-2-26

RESOLUTION NO. R-473-26

RESOLUTION APPROVING INTERLOCAL AGREEMENT BETWEEN MIAMI-DADE COUNTY, MIAMI-DADE COUNTY COMMISSION ON ETHICS AND PUBLIC TRUST AND THE MIAMI-DADE COUNTY SUPERVISOR OF ELECTIONS RELATING TO FINANCIAL DISCLOSURES; APPROVING SUPPLEMENTAL AGREEMENT NO. 1 TO INTERLOCAL AGREEMENT BETWEEN SUPERVISOR OF ELECTIONS AND MIAMI-DADE COUNTY RELATING TO CHAPTER 12 OF THE CODE OF MIAMI-DADE COUNTY, FLORIDA; APPROVING SUPPLEMENTAL AGREEMENT NO. 1 TO INTERLOCAL TRANSITION AGREEMENT BETWEEN MIAMI-DADE COUNTY AND SUPERVISOR OF ELECTIONS; AUTHORIZING THE COUNTY MAYOR OR COUNTY MAYOR'S DESIGNEE TO EXECUTE SUCH AGREEMENTS AND TO EXERCISE ALL RIGHTS, POWERS, AND OPTIONS THEREIN, INCLUDING RENEWAL AND TERMINATION

WHEREAS, this Board desires to accomplish the purposes outlined in the accompanying County Mayor's 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: (a) the Interlocal Agreement between Miami-Dade County (County), Miami-Dade County Commission on Ethics and Public Trust, and the Miami-Dade County Supervisor of Elections (Supervisor), in substantially the form attached hereto as Attachment A and incorporated herein by reference; (b) Supplemental Agreement No.1 to the Interlocal Agreement between the County and the Supervisor relating to Chapter 12 of the Code of Miami-Dade County, Florida, in substantially the form attached hereto as Attachment B and incorporated herein by reference; and (c) Supplemental Agreement No.1 to the Interlocal

Transition Agreement between the County and the Supervisor, in substantially the form attached hereto as Attachment C and incorporated herein by reference.

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

The foregoing resolution was offered by Commissioner **Marleine Bastien** , who moved its adoption. The motion was seconded by Commissioner **Natalie Milian Orbis** and upon being put to a vote, the vote was as follows:

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

The Chairperson thereupon declared this resolution duly passed and adopted this 2nd day of June, 2026. 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.

Michael B. Valdes

(ATTACHMENT A)

INTERLOCAL AGREEMENT BETWEEN MIAMI-DADE COUNTY, MIAMI-DADE COUNTY COMMISSION ON ETHICS AND PUBLIC TRUST, AND THE CONSTITUTIONAL OFFICE OF THE MIAMI-DADE COUNTY SUPERVISOR OF ELECTIONS REGARDING TEMPORARY HOUSING AND MAINTENANCE OF THE FINANCIAL DISCLOSURE AND OUTSIDE EMPLOYMENT SYSTEMS

This **Interlocal Agreement** ("Agreement") is entered into on this ____ day of _____, 2026, by and between **Miami-Dade County**, a political subdivision of the State of Florida ("County"), the **Miami-Dade County Commission on Ethics and Public Trust** ("COE"), and the **Miami-Dade County Supervisor of Elections** ("SOE"), collectively referred to as the "Parties."

RECITALS

WHEREAS, the responsibility for administering financial disclosure and outside employment forms for Miami-Dade County transitioned from the Supervisor of Elections to the Miami-Dade County Commission on Ethics and Public Trust effective at the beginning of Fiscal Year 2024–2025; and

WHEREAS, the County is currently in the process of transitioning the existing financial disclosure and outside employment systems to an integrated County-managed platform; and

WHEREAS, the Parties recognize the critical need to maintain uninterrupted access to and functionality of the current financial disclosure and outside employment systems during the interim period; and

WHEREAS, the SOE possesses institutional knowledge and has an existing infrastructure which can temporarily continue to house and support the current financial disclosure and outside employment systems; and

WHEREAS, the existing financial disclosure and outside employment systems is no longer supported and will be provided by the SOE on an "as is" basis with no guarantee or warranty of availability or fitness for any particular use; and

WHEREAS, Section 163.01, Florida Statutes, known as the "Florida Interlocal Cooperation Act of 1969," authorizes public agencies to enter interlocal agreements for mutual benefit.

NOW, THEREFORE, in consideration of the mutual covenants and promises set forth herein, the Parties agree as follows:

SECTION 1: PURPOSE

The purpose of this Agreement is to provide for continuity and operational stability of the financial disclosure and outside employment systems during the transition to a new platform administered by Miami Dade County ("County") by formalizing the SOE's continued temporary support and systems hosting on an "as is" basis with no guarantee or warranty of availability or fitness for any particular use.

**INTERLOCAL AGREEMENT BETWEEN MIAMI-DADE COUNTY, MIAMI-DADE COUNTY
COMMISSION ON ETHICS AND PUBLIC TRUST, AND THE MIAMI-DADE COUNTY
SUPERVISOR OF ELECTIONS**

SECTION 2: RESPONSIBILITIES OF THE SUPERVISOR OF ELECTIONS

1. **Systems Hosting:** SOE shall continue to house and maintain the current financial disclosure and outside employment systems until the earlier of: (1) March 1, 2027; or (2) when COE notifies SOE in writing that the replacement integrated systems are operational, the transition is complete, and no other information or public record related to financial disclosure and outside employment exists exclusively on SOE infrastructure.
2. **User Access:** SOE shall use its reasonable best efforts to ensure full access for all authorized users of the current systems throughout the duration of this Agreement.
3. **Operational Support:** SOE shall use its reasonable best efforts to provide consultative support as needed, including addressing operational issues and responding to system troubleshooting requests and may charge the County a reasonable fee for such consultative support based on the actual expenses and hourly personnel costs for such support. The current financial disclosure and outside employment systems are at “end of life” and are offered on an “as is” basis only. The SOE shall not be responsible for the failure of the system to continue to operate during the term of this Agreement.
4. **Corrective Action:** In coordination with the County and COE, SOE shall use its reasonable best efforts to implement corrective actions if system issues arise that affect functionality, data integrity, or security, provided those actions require access or expertise within the SOE’s purview and may charge the County a reasonable fee for such corrective actions based on the actual expenses and hourly personnel costs for such support. The current financial disclosure and outside employment systems is at “end of life” and is offered on an “as is” basis only. The SOE shall not be responsible for the failure of the system to continue to operate during the term of this Agreement.

SECTION 3: RESPONSIBILITIES OF MIAMI-DADE COUNTY

1. **Transition Development:** The County shall continue development and implementation of replacement integrated financial disclosure and outside employment systems and shall complete such implementation by March 1, 2027.
2. **ITD Support:** The County’s Information Technology Department (ITD), or successor department, will provide general troubleshooting assistance and guidance regarding the current financial disclosure and outside employment systems, and will coordinate closely with SOE in addressing technical matters at no charge to the SOE.
3. **Costs:** The County shall pay, within 30 days of receipt of any invoice, all fees, charges and costs for the provision of public records, operational support, or corrective actions taken by the SOE to ensure the continued operation of the financial disclosure and outside employment systems during the term of this Interlocal Agreement. ITD and the County shall not charge the SOE for hosting the financial disclosure and outside employment systems as part of any contract or memorandum of understanding for the provision of information technology services by the County to the SOE.

**INTERLOCAL AGREEMENT BETWEEN MIAMI-DADE COUNTY, MIAMI-DADE COUNTY
COMMISSION ON ETHICS AND PUBLIC TRUST, AND THE MIAMI-DADE COUNTY
SUPERVISOR OF ELECTIONS**

**SECTION 4: RESPONSIBILITIES OF MIAMI-DADE COUNTY COMMISSION ON ETHICS AND
PUBLIC TRUST**

1. **Notification of Completion:** COE shall notify SOE in writing when the integrated systems are fully operational, the transition is complete and no other information or public record related to financial disclosure and outside employment exists exclusively on SOE infrastructure, at which point this Agreement shall terminate pursuant to Section 7.

SECTION 5: TERM

Unless otherwise terminated in accordance with Section 7, this Agreement shall be effective upon execution and shall remain in effect until the earlier of: (1) March 1, 2027; or (2) when COE notifies SOE in writing that the replacement integrated systems are operational, the transition is complete, and no other information or public record related to financial disclosure and outside employment exists exclusively on SOE infrastructure.

SECTION 6: AMENDMENTS

This Agreement may only be amended in writing, signed by all Parties.

SECTION 7: TERMINATION

This Agreement shall terminate automatically upon written notice from the COE that the replacement integrated systems are operational, the transition is complete, and no other information or public record related to financial disclosure and outside employment exists exclusively on SOE infrastructure. Either Party may also terminate this Agreement with thirty (30) days' prior written notice, provided that such termination does not compromise systems continuity.

SECTION 8: GENERAL PROVISIONS

1. **No Third-Party Beneficiaries:** This Agreement is solely for the benefit of the Parties and shall not create any rights in favor of third parties.
2. **Governing Law:** This Agreement shall be governed by and construed in accordance with the laws of the State of Florida.
3. **Public Records:** Each Party shall comply with applicable Florida public records laws. Provided, however, that the County shall pay the SOE for any unrecovered costs associated with the provision of public records from the current financial disclosure and outside employment systems.

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

**INTERLOCAL AGREEMENT BETWEEN MIAMI-DADE COUNTY, MIAMI-DADE COUNTY
COMMISSION ON ETHICS AND PUBLIC TRUST, AND THE MIAMI-DADE COUNTY
SUPERVISOR OF ELECTIONS**

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:

By: _____
County Attorney

Miami Dade County Commission on Ethics and Public Trust

By: _____
Ignacio J. Vázquez, Jr. Executive Director
Date: _____

Miami-Dade County Supervisor of Elections

By: _____
Alina Garcia, Supervisor of Elections

Date: _____

(ATTACHMENT B)

SUPPLEMENTAL AGREEMENT NO.1 TO INTERLOCAL AGREEMENT BETWEEN MIAMI-DADE COUNTY SUPERVISOR OF ELECTIONS AND MIAMI-DADE COUNTY RELATING TO CHAPTER 12 OF THE CODE OF MIAMI-DADE COUNTY, FLORIDA

In accordance with Section 17 of the Interlocal Agreement Between Miami-Dade County Supervisor of Elections ("SOE") and Miami-Dade County ("County") approved by the Miami-Dade County Board of County Commissioners on December 2, 2025 ("SOE CHAPTER 12 ILA") and Section 163.01, Florida Statutes, this Supplemental Agreement, when properly executed, shall become part of the SOE CHAPTER 12 ILA and shall authorize the SOE to perform certain additional functions traditionally performed by the former Miami-Dade County Elections Department pursuant to the identified provisions of Chapter 12 of the Code of Miami-Dade County, Florida. Together the County and SOE are the "Parties" and, individually, each is a "Party" to this Supplemental Agreement and to the SOE CHAPTER 12 ILA.

WHEREAS, the SOE CHAPTER 12 ILA authorizes the SOE to continue to perform certain functions on behalf of the County 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; and

WHEREAS, sections 12-14.1, 12-14.2.1, 12-14.2.2, 12-21 and 12-22 of the Code of Miami-Dade County, Florida, provide that certain additional functions relating to absentee ballot campaign reporting, solicitation activity reporting, independent expenditure reporting, and the election campaign trust fund are to be performed by either the "Supervisor of Elections," "the Miami-Dade County Department of Elections," or the "Department of Elections" ("Additional Functions"); and

WHEREAS, the County and the SOE desire to modify the SOE CHAPTER 12 ILA to authorize the SOE to perform the Additional Functions traditionally performed by the former Miami-Dade County Elections Department pursuant to sections 12-14.1, 12-14.2.1, 12-14.2.2, 12-21 and 12-22 of the Code of Miami-Dade County, Florida; and

WHEREAS, this Supplemental Agreement sets forth the terms and conditions that are in addition to and modify the SOE CHAPTER 12 ILA,

NOW, THEREFORE, in consideration of the mutual consideration contained herein, the sufficiency of which is agreed to and acknowledged by the Parties, the Parties agree to the following modifications of the SOE CHAPTER 12 ILA:

Section 1. Section 1 of the SOE CHAPTER 12 ILA is hereby amended and replaced in its entirety as follows:

1. **Authorization of SOE to perform certain functions on behalf of Miami-Dade County.**
The SOE, on behalf of the County, is hereby authorized by the County to perform those Functions and Additional Functions of the "Supervisor of Elections," "the Miami-Dade County Department of Elections," or the "Department of Elections" described in sections 12-14.1, 12-14.2.1, 12-14.2.2, 12-21, 12-22, and 12-23 of the Code of Miami-Dade County, Florida. In addition, the Supervisor of Elections shall refer any instances when a campaign treasurer, candidate, or elected officer fails to timely file reports in accordance with the provisions of sections 12-14.1, 12-14.2.1 or 12-14.2.2 of the Code of Miami-Dade

County, Florida ("Campaign Report Provisions") to the County Mayor or the County Mayor's designee for further action. The County shall retain its authority to take any appropriate enforcement action, including, but not limited to, the issuance of fines, as set forth in the Campaign Reporting Provisions, and the Supervisor of Elections shall assist the County in any additional investigations reasonably necessary for the County to take any such enforcement action.

Section 2. All other provisions of the SOE CHAPTER 12 ILA shall remain in full force and effect.

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:

By: _____
County Attorney

Miami-Dade County Supervisor of Elections

By: _____
Alina Garcia, Supervisor of Elections

Date: _____

(ATTACHMENT C)

**SUPPLEMENTAL AGREEMENT NO.1 TO INTERLOCAL TRANSITION
AGREEMENT BETWEEN MIAMI-DADE COUNTY SUPERVISOR OF ELECTIONS AND
MIAMI-DADE COUNTY**

In accordance with Section 28(a) of the Interlocal Transition Agreement Between Miami-Dade County Supervisor of Elections ("**SOE**") and Miami-Dade County ("**County**") effective January 7, 2025 ("**SOE ILA**") and Section 163.01, Florida Statutes, this Supplemental Agreement, when properly executed, shall become part of the SOE ILA and shall govern the substitution of certain real property at the Stephen P. Clark Center, the term of the SOE ILA, the transition of the SOE from INFORMS, and the extension of the crosswalk provision as set forth herein. Together the County and SOE are the "**Parties**" and, individually, each is a "**Party**" to this SOE ILA.

WHEREAS, the County and the SOE entered the SOE ILA to govern the transition from a County department to an independent Constitutional Office; and

WHEREAS, the County and the SOE desire to extend the term of the SOE ILA to automatically renew on an annual basis subject to termination rights by either Party; and

WHEREAS, the County and the SOE desire to make certain amendments to the SOE ILA relating to (1) the SOE's transition from the INFORMS system; (2) the relocation of the SOE's branch office at the Stephen P. Clark Center; and (3) the extension of the "employee crosswalk" provision, all of which are collectively included in this Supplemental Agreement; and

WHEREAS, the County and the SOE have mutually agreed that the SOE will transition from the County's INFORMS system as set forth in the letter from Mayor Daniella Levine Cava to Supervisor Alina Garcia dated November 18, 2025 and the response from Supervisor Alina Garcia to Mayor Daniella Levine Cava dated November 19, 2025 ("**INFORMS Transition Agreement**"); and

WHEREAS, Section 4(i) of the SOE ILA provides that the SOE may continue to occupy and use the offices listed in Appendix D to the SOE ILA to perform the duties and functions of the SOE after January 7, 2025, the effective date of the SOE ILA; and

WHEREAS, such offices include approximately 600 square feet of space near the elevators on the first floor of the Stephen P. Clark Center, 111 NW 1st Street, Miami, FL. ("**SOE Voter Information Center**"); and

WHEREAS, the County and the SOE desire to modify the SOE ILA to exchange the SOE Voter Information Center with approximately 100 square feet of space within the Department of Transportation and Public Works Golden Passport Offices at the Stephen P. Clark Center, 111 NW 1st Street, Miami, FL., as shown in Exhibit A ("**SOE SPCC Branch**"); and

WHEREAS, on December 16, 2025, the Board of County Commissioners adopted Resolution No. R-1228-25, directing the County Mayor to negotiate, execute, and administer agreements with the constitutional offices to extend by one additional year the crosswalk provisions contained in the various interlocal agreements with the constitutional officers to allow additional time for eligible employees of the County and the constitutional offices to exercise their one-time crosswalk option if they have not previously exercised this option; and

WHEREAS, the SOE agrees to amend the SOE ILA to extend the crosswalk provision for an additional year as requested by the Board of County Commissioners; and

WHEREAS, this Supplemental Agreement sets forth the terms and conditions that are in addition to and modifies the SOE ILA,

NOW, THEREFORE, in consideration of the mutual consideration contained herein, the sufficiency of which is agreed to and acknowledged by the Parties, the Parties agree to the following modifications of the SOE ILA:

Section 1. Section 2 of the SOE ILA is hereby amended and replaced in its entirety as follows:

2. **Duration.** The initial term of the Agreement shall take effect on the Effective Date and run through December 31, 2026 ("**Initial Term**"). After the Initial Term and any renewal term thereafter, this Agreement shall automatically renew for the next calendar year unless terminated by either Party by providing written notice to the other Party before 5:00PM on April 1 of the preceding calendar year. Notwithstanding the foregoing, the SOE's obligation in **Section 4(d)** to honor, to the maximum extent feasible, all existing Employee accrued leave balances (such as annual, sick, holiday and compensatory leave balances) as of January 6, 2025 shall survive the termination of this Agreement and remain in effect until such time as such accrued leave balances have been exhausted or paid out as provided by any amended collective bargaining Agreement ("**CBA**").

Section 2. Appendix D of the SOE ILA is hereby amended to remove the authorization to occupy and use the SPCC Service Area to perform the duties and functions of the SOE in exchange for the authorization to occupy and use the SOE SPCC Branch as set forth herein.

Section 3. Section 4(i) of the SOE ILA is hereby amended and replaced in its entirety as follows:

i. **Existing and New Space and Equipment.** The County agrees that the Employees may (a) occupy and use their existing space as shown in **Appendix D** and the additional space identified in **Appendix D-1** for SOE operations and (b) retain, operate, and use the existing furniture, equipment and supplies in the existing space in **Appendix D** to perform their duties for the SOE after the Effective Date as such space, furniture, equipment, and supplies were used before the Effective Date or may be used by the SOE after the Effective Date. Notwithstanding the Termination Date set forth in Section 2, the occupancy and use of the space identified in **Appendix D-1** shall survive the termination of this Agreement and remain in full force and effect as set forth therein until terminated by either party with 30 days written notice. If such notice of termination is given within six (6) months of a General Election, such notice shall not become effective until (1) month after such General Election.

Section 4. Appendix D-1 is hereby created as follows:

Appendix D-1

The Office of the Supervisor of Elections (SOE) may occupy and use approximately 100 square feet of space within the DTPW Golden Passport Offices at Stephen P. Clark Center, 111 NW 1st Street, Miami, FL., as shown in Exhibit A of this Supplemental Agreement ("SOE SPCC Branch")

for SOE operations through two (2) workstations subject to the following terms and conditions for the design, construction, operation, and maintenance of such space:

- A. SOE will undertake and complete all aspects of the buildout of the two (2) workstations not to exceed 100 square feet as shown in the conceptual plans attached as Exhibit A, including SOE signage, ADA accessible area, site furnishings, phone and electrical connections, and lighting.
- B. SOE will fund the design, and buildout. The buildout shall not interfere with the daily work conducted by Golden Passport office.
- C. SOE may not conduct commercial sales at the SOE SPCC Branch.
- D. Upon the completion of the two (2) workstations, SOE shall be responsible for the maintenance and operation of the SOE SPCC Branch. The SOE SPCC Branch shall be open and available Monday-Friday from 8 a.m. to 5 p.m. and at all times required by Section 98.015(4) for the office of the Supervisor of Elections. To the extent SOE requires additional security for any times prior or after the Golden Passport office is open (8:00 A.M. to 4:30 PM Monday through Friday) or during any County recognized holidays or weekends, SOE shall make a request to the DTPW Chief of Safety and Security for such additional security, and DTPW Chief of Safety and Security shall use reasonable best efforts to accommodate the SOE's request and provide authorized security personnel during the dates and time requested. Any associated costs incurred by the County for such additional security personnel shall be paid for by SOE.
- E. The use and occupancy of the SOE SPCC Branch may be terminated by either Party with thirty (30) days advance notice in writing provided, however, that if such notice of termination is given within twelve (12) months of a General Election, such notice shall not become effective until one (1) month after such General Election.
- F. Since the 100 square feet of the SOE SPCC Branch is within DTPW federally acquired land and subject to Federal Transit Administration regulations, DTPW is required to be compensated for all non-DTPW uses on such lands. Accordingly, SOE shall pay DTPW a rate of \$1,000.00 per month for its use of the SOE SPCC Branch. Said payment shall be made in advance annually by July 1 of each year. In addition, the SOE's payment for use retroactive to July 1, 2025 shall be made within 30 days of the execution by both parties to this Supplemental Agreement.
- G. SOE agrees to comply with all federal, state, and local laws, ordinances and regulations applicable to the activities contemplated herein, including, but not limited to, those listed below.
 - 1) 49 C.F.R. 26.7.
 - 2) 49 C.F.R. 27.7 and 49 C.F.R. 27.9(b) and 37.
 - 3) Language contained in FTA Master Agreement, updated annually in October, particularly relating to conflicts of interest, debarment and suspension.
 - 4) Continuing control of the property by DTPW.
 - 5) Continued unobstructed public access to the system.

Section 5. Sections 4(e) and 4(f) of the SOE ILA are hereby amended to extend the provisions contained therein for an additional one (1) year for a total of two (2) years from the Effective Date, subject to the County obtaining the written consent of any applicable bargaining units as to bargaining employees, and to amend the original agreement to allow employees to exercise the crosswalk provision option at any time during the extended period.

Section 6. Section 7(b) of the SOE ILA is hereby amended to add the following sentence at the end of the section:

Notwithstanding the foregoing, the Parties have agreed that the SOE shall transition from INFORMS to another system as set forth the INFORMS Transition Agreement between the Parties and as otherwise set forth in this Agreement.

Section 7. All other provisions of the SOE ILA shall remain in full force and effect.

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:

By: _____
County Attorney

MIAMI-DADE COUNTY SUPERVISOR OF ELECTIONS

By: _____
Alina Garcia, Supervisor of Elections

Date: _____

EXHIBIT A: LOCATION DESCRIPTION

