

**OFFICIAL FILE COPY
CLERK OF THE BOARD
OF COUNTY COMMISSIONERS
MIAMI-DADE COUNTY, FLORIDA**

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

THIS INTERLOCAL TRANSITION AGREEMENT (“**Agreement**”) is entered into, pursuant to Section 163.01, Florida Statutes, by and between Miami-Dade County, a political subdivision of the State of Florida (the “**County**”), through its governing body, the Board of County Commissioners of Miami-Dade County, Florida (the “**Board**”) and Miami-Dade Supervisor of Elections, a constitutional officer of the State of Florida (the “**SOE**”) to ensure continuity of services for County residents and a seamless transition of employees, functions, contracts, assets, equipment, grants and licenses from the County to the SOE in compliance with Florida law. Together, the County and SOE are the “**Parties**” and, individually, each is a “**Party**” to this Agreement.

WITNESSETH:

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

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

WHEREAS, Amendment 10 provided that it shall take effect in the County on January 7, 2025 (the “**Effective Date**”), but shall govern with respect to the qualifying for and the holding of the primary and general elections for County constitutional officers in 2024;

WHEREAS, the Parties recognize the need to transition the following from the County to the SOE by the Effective Date: (a) the Miami-Dade County Elections Department’s (“**CED**”) budgeted positions and classifications (“**Positions**”); (b) the CED employees who voluntarily agree to transfer with their corresponding SOE Positions (“**Employees**”); (c) custodianship of CED assets and assignment of CED contracts, grants and licenses (“**Assets**”); and (d) the remaining budget and funding provided to the CED in the County’s FY 2024-25 Budget (“**Budget**”) to perform the traditional functions of the CED (“**Functions**”); and

WHEREAS, this resulting agreement is founded on amity; joint commitment to promote transparency, efficiency and public trust and common recognition of the importance of extending existing benefits to the transferring Employees on the same terms and conditions;

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

1. **Purpose.** The purpose of this Agreement is to provide for the transition of certain

Positions, Employees, Assets and the Budget from the County to the SOE to enable the SOE to carry out the Functions in preparation for and compliance with Amendment 10 and general law to ensure, to the maximum extent feasible, continuity of services for County residents and a seamless transition of Employees from the County to the SOE without any interruption to their employment status or accrual of benefits and without material change to their union status (if relevant).

2. **Duration.** This Agreement shall take effect on the Effective Date and shall terminate on December 31, 2026 ("**Termination Date**"). 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 or as provided by any amended collective bargaining agreement ("**CBA**").

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

4. **Transfer of Positions and Employees.**

a. **Transition to SOE.** The Parties agree that all of the Positions listed in **Appendix A** will transition from the County to the SOE by the Effective Date.

b. **Voluntary Transfer.** The Parties agree that all Employees in the Positions on January 6, 2025, who wish to remain employed in those Positions without interruption shall transition with his or her Position from the County to the SOE on the Effective Date; provided, however, that any Employee who does not wish to transition with their Position must seek alternative job opportunities within Miami-Dade County and be hired by the County, in its sole discretion, into another open and budgeted County position before January 7, 2025, to avoid a separation from service. The Parties understand that the County cannot guarantee job placement or preservation of compensation or benefits for, and has no obligation to hire, an Employee whose Position transitions to the SOE, and who chooses not to transition to the SOE.

c. **Seamless Transition.** The Parties agree that they will facilitate, to the maximum extent feasible, a seamless transition of Employees from the County to the SOE without any interruption to their workflow or employment status or change to their compensation and benefits such as health (including group health, wellness program, life, and dental), executive benefits, participation in the Florida Retirement System ("**FRS**"), as well as voluntary benefits such as: flexible spending accounts (including medical and dependent care), supplemental life insurance, vision, legal services, deferred compensation, and disability insurance through the County's benefit plans, at the rates provided to County employees to take effect on and after the Effective Date, subject to and consistent with the terms of any applicable CBAs. Under the stipulations of the Benefit Administration Agreement (**Appendix B**), both Parties pledge to uphold the standards and procedures for the effective delivery of employee benefits, and the SOE agrees to execute any necessary Letters of Intent or other agreements required by the County's benefits providers to ensure the SOE's commitment to have its employees covered by the County's applicable benefits plan.

d. **Accrued Leave and Longevity Benefits.** Upon the Effective Date, the Parties agree that the SOE will honor, to the maximum extent feasible, all existing Employee accrued leave balances (such as annual, sick, holiday and compensatory leave balances) and all existing Employee longevity benefits (longevity bonus award and longevity leave accruals) as of January 6, 2025, and without change to their union status, subject to whatever amendments to the CBA that are essential to enable the Employees' seamless transition, and to replace CBA terms specific to the County that are not applicable to the SOE pending negotiation of a new CBA when the current CBA expires.

e. **County Employees Seeking SOE Employment.** For a period of one (1) year after the Effective Date, the SOE agrees to honor all existing accrued leave balances (such as annual, sick, holiday, and compensatory leave balances), longevity benefits (longevity bonus award and longevity leave accruals), as well as the total years of continuous service with both the County and the SOE for longevity bonus calculations, subject to and consistent with the terms of any applicable CBA, for any County employee hired by the SOE on or after the Effective Date, should such employee decide to seek employment with, and be hired by, the SOE within such one-year period, understanding that the SOE has no obligation to hire any County employee who seeks employment with the SOE. For the avoidance of doubt, a County employee that seeks employment with the SOE, will have their accrued leave balances, longevity benefits, and years of continuous service with the County honored if the SOE decides to hire such employee (in the SOE's own discretion) and if such employment occurs within one year of the Effective Date. This provision will not apply to employees hired by the SOE after the one-year period, nor to employees who have a break in service from either the SOE or County during the one-year period.

f. **SOE Employees Seeking County Employment.** For a period of one (1) year after the Effective Date, the County agrees to honor all existing accrued leave balances (such as annual, sick, holiday, and compensatory leave balances), longevity benefits (longevity bonus award and longevity leave accruals), as well as the total years of continuous service with both the County and the SOE for longevity bonus calculations, subject to and consistent with the terms of any applicable CBA, for any SOE employee hired by the County on or after the Effective Date, should such employee decide to seek employment with the County within such one-year period, understanding that the County has no obligation to hire any SOE employee who seeks employment with the County. For the avoidance of doubt, a SOE employee that seeks employment with the County, will have their accrued leave balances, longevity benefits, and years of continuous service with the SOE honored if the County decides to hire such employee (in the County's own discretion) and if such employment occurs within one year of the Effective Date. This provision will not apply to employees hired by the County after the one-year period, nor to employees who have had a break in service from either the SOE or County during the one-year period.

g. **CBAs.** The Parties agree that the SOE will continue to honor, to the maximum extent feasible, the terms and conditions of employment by formally adopting the current CBAs between the County and the respective union(s) for the duration of the current CBA, and to replace CBA terms specific to the County that are not applicable to the SOE, pending negotiation of a new CBA when the current CBA expires. In furtherance of this, the Parties have entered into separate Memoranda of Understanding with Local 199 the American Federation of the State, County, Municipal Employees, AFL CIO (AFSCME Local 199), the Government Supervisors Association,

Florida, OPEIU Local 100 – Supervisory Employees (GSAF Local 100 – Supervisory), and the Government Supervisors Association, Florida, OPEIU Local 100 – Professional Employees, (GSAF Local 100 – Professional), as the collective bargaining units for all employees covered by the CBAs transitioning from the County to SOE, which are attached to this agreement as **Appendix C**.

h. **Employee Service Rights.** The SOE will recognize, to the maximum extent feasible, all classified service rights associated with the equivalent County classification for an Employee should, as part of the transition, any Employee classifications need to be retitled to a SOE-specific job classification.

i. **Existing Space and Equipment.** The County agrees that the Employees may continue (a) to occupy and use their existing space as shown in **Appendix D** for SOE operations and (b) to retain, operate, and use the existing furniture, equipment and supplies in such existing space to perform their duties for the SOE after the Effective Date as such space, furniture, equipment, and supplies were used by such Employees before the Effective Date.

j. **Transit and Parking Passes.** The County agrees to offer transit passes and Internal Services Department (ISD) parking passes to the Employees at the same rates provided to County employees.

k. **Employee Credentials.** The Parties agree that SOE employees may continue using their existing County identification credentials until the SOE replaces them with SOE credentials. The County will treat SOE credentialed employees the same as County employees for access to County facilities.

5. **Transfer of Assets, Licenses and Contracts.**

a. **Assets.** The Parties agree that the County will transfer capital personal property worth at least \$5,000 owned or leased by the County that is attached as **Appendix E**. The SOE will maintain accurate records of these assets in accordance with applicable laws and regulations, including any additions, withdrawals, or transfers, and will provide annual reports to the County detailing the status and condition of these assets. The SOE will be liable for any loss or damage to these assets resulting from the SOE's negligence, willful misconduct, or breach of this Agreement. The Parties also recognize that there may be non-capital assets that are located in SOE office space and used exclusively by CED Employees. For all such assets, the Parties agree that SOE may continue to use such assets to perform its functions unless the County provides written notice to SOE that such assets were purchased and intended for use by another County office, department, board, or entity and need to be returned to the County. The SOE agrees to act as custodian of all assets described in this section, and to hold and safeguard such Assets in accordance with Chapter 274, Florida Statutes. Notwithstanding this subsection, the Parties agree that Capital Asset ID Numbers 7-12, as listed in **Appendix E**, may remain in the custody of the County at their current location at the County's Internal Services Department Print Shop until the SOE requests relocation of such assets to SOE facilities on ninety (90) calendar days' notice.

b. **Licenses.** The Parties agree that the County will continue to provide information technology services, including, but not limited to, providing applicable software licenses

necessary to effectively perform the SOE Functions.

c. **Contracts.** The Parties agree that the contracts listed in Appendix F will be assigned, in whole or in part as applicable to the SOE on or within 30 calendar days of the Effective Date.

6. **Transfer of Budget and Financial Accounts.** The Parties agree that the pro-rated allocation of the Budget has been duly accounted for and has been fully appropriated to the SOE on the Effective Date. All relevant financial accounts, as reflected in Appendix G, will be transferred to the SOE as the authorized signatory on said accounts.

7. **Integrated Financial Resources Management System (INFORMS).**

a. **Continuation of INFORMS Utilization.** The SOE agrees to utilize INFORMS as its office's system of record subject to the terms set forth below. With the utilization of INFORMS as the SOE's system of record:

(1) The County shall provide access to data and functionalities relevant to the SOE's business operations within the HCM, FSCM, and Budget and Planning modules in INFORMS to the SOE.

(2) The County agrees to provide the SOE with the services outlined in Section 8 of this Agreement. The SOE understands and agrees that the County's ability to provide such services may be contingent upon the SOE's continued utilization of INFORMS. To enable the effective delivery of the services found in Section 8 of this Agreement, the SOE understands and agrees that the County shall grant necessary security access in INFORMS to: the County Departments (or successor departments) performing the support services detailed in Section 8 of this Agreement, herein referred to as "**Service Provider Departments**"; Clerk of the Court and Comptroller's Office as the financial services provider; and the Office of Enterprise Strategies (OES). The Parties agree that the SOE will be included in the approval path for granting, modifying, or terminating security access to the INFORMS system modules relating to the SOE, whereas no new user access or changes to existing user access for these modules will be granted, except during emergency support situations, without prior approval from the SOE, ensuring compliance with relevant security protocols and segregation of duty structures.

(3) The SOE acknowledges that the services provided through INFORMS are offered as a comprehensive integrated package rather than individually, on a selective basis. By accepting this package, the SOE will receive related services and support from the County. The SOE shall submit any requests for customization of the INFORMS package to the INFORMS Continuous Improvement Advisory Group.

(4) The County shall provide support for INFORMS to be provided in a multi-tier structure led by OES in conjunction with the Service Provider Departments and the Clerk of the Court and Comptroller.

(5) The Parties agree the SOE will be included as a member of the INFORMS Continuous Improvement Advisory Group, which shall be responsible for collectively discussing, recommending, and approving any changes to the INFORMS system, including but not limited to system updates, specialized security access, system configuration, logic changes, modifications, and corrective data updates or any other alterations within INFORMS.

b. **Termination of INFORMS Utilization.** The SOE shall have the right to terminate the utilization of INFORMS prior to the expiration of this Agreement provided that the SOE provides at least 120 days' advance notice of termination. The termination shall be effective on the December 31st at 11:59 p.m. ("**Termination Date**") following the expiration of the 120-day period. The time period from when the SOE delivers the notice to the County and the Termination shall be referred to herein as the "Grace Period." The Grace Period shall also include the alignment with Federal, State and County reporting business cycles / timelines (applicable to Financial, Budgetary and HR activities). Accordingly, the Termination Date of the Grace Period may be adjusted, on the mutual agreement of the SOE and the County, to align with key business process activities/events such as year-end close out, open enrollment, etc. During the Grace Period, the County will continue to support the SOE in utilizing INFORMS and will fulfill any outstanding obligations set forth in the service level agreements ("**SLAs**") between the Parties discussed in section 8. The County does not guarantee the continuation of any or all services specified in Section 8 after the Grace period. If the SOE elects to terminate its use of INFORMS, the County will furnish, upon request from the SOE, the reporting of historical data upon termination of the Agreement, relevant to its office as it existed before the termination of INFORMS. The County shall retain historical data for a period of time as required by law. The furnishing of historical data shall be provided to the Supervisor of Elections in a manner that is deemed convenient for both Parties.

The SOE acknowledges any terminations of service within a fiscal or calendar year may require post-termination activities to comply with Federal, State and Provider Partner information requirements (examples include, but not limited to: W2s, 1099s, Tax Filings, etc.) and the SOE shall be responsible for undertaking all such post-termination activities.

8. **Core Services to be Provided by the County to the SOE.** The Parties agree the County, through the County Mayor or Mayor's designee, will provide the substantially and materially same support services that were provided to the CED during the fiscal year prior to the Effective Date excluding any services that the SOE notifies the County in writing that the SOE plans to provide itself. The County agrees that, upon receipt of written notice from the SOE that it plans to handle certain support services on its own, it will work with the SOE to ensure that such services can be transitioned to the SOE as soon as practicable in a manner that will minimize any potential disruptions to SOE operations and to ensure continuity of services. The Parties commit to negotiating in good faith and to executing separate SLAs within ninety (90) days following the Effective Date. These SLAs shall subsequently be presented to the Board for ratification, approval, or adoption. This section shall not be deemed to include legal representation and advice provided by the County through the County Attorney's Office. The Parties acknowledge that such legal services shall be provided in accordance with a separate agreement that shall address attorney-client issues that do not arise in the context of the other support services provided by the County.

9. **Agreement with Constitutional Offices for Continuity of Service / Support.** The

Parties agree the SOE acknowledges that any services that were provided to CED prior the Effective Date from the County through its departments of Police, Tax Collector, Property Appraiser, and Finance Department, can no longer be provided to the SOE by the County; the SOE is advised to consult with the Constitutional Offices of the Sheriff, Tax Collector, Property Appraiser, and Clerk of the Court and Comptroller to address any services previously provided by such prior County Departments. The County acknowledges that funding for services provided by the former Miami-Dade Police Department to support the former Elections Department's operations has been included in prior County budgets and that applicable funding for a continuation of these services may now be included in either the Sheriff or the SOE's proposed budgets going forward.

10. **Budget Submission and Management.**

a. **Annual Budget Submission.** The Parties agree that in accordance with Miami-Dade County Resolution No. R-334-24, the SOE will submit his/her annual proposed budget along with all supporting documentation to the Board by May 1 of each year in accordance with Fla. Stat. § 129.03, which governs the manner and presentation of the SOE's budget; per Section 5.03(B) of the Miami-Dade County Home Rule Charter, the County Mayor must submit the County's annual proposed budget to the Board by July 15 of each year, which incorporates the SOE's proposed budget; to ensure adequate time for review and preparation of the County's annual proposed budget, the SOE will adhere to the following provisions regarding the timely submission of its budget. The County also agrees to meet with SOE between May 1 and June 15 to discuss and deliberate concerning the SOE's proposed budget.

b. **Refund of Unexpended Balances.** The Parties agree in accordance with Fla. Stat. § 129.202(1)(f), the SOE will refund to the accounts of the Board, on an annual basis, any unexpended balances remaining at the close of the fiscal year in the manner provided in Section 11(f).

11. **Funding for SOE Operations.**

a. **Remittance of Funds.** The Parties agree that the County will authorize the remittance of County funds to the SOE based on the annual budget approved by the Board in accordance with the budget process established under Florida Statutes Chapter 129 for the SOE's operations ("**County Funding**"). The County will remit County Funding to the SOE in each fiscal year in the manner set forth herein. However, for the remainder of FY 2024-25, the County shall ensure that, by the Effective Date, 8.3% (or one-twelfth) of County Funding has been remitted to the financial accounts referenced in **Appendix G** to enable the SOE to fund their operations and anticipated expenses until it begins receiving monthly remittances. Additionally, the remaining unexpended County Funding shall be remitted by the County in equal pro-rata amounts over the remaining months (i.e., February 2025 through September 2025), unless otherwise a different remittance has been agreed upon in writing by both Parties in accordance with Fla. Stat. § 129.202(1)(a).

b. **Notice of Unusual Operational Demands.** The SOE hereby provides notice to the County in accordance with Section 129.202(1)(a), Florida Statutes, and the County hereby acknowledges same, as to the following: (1) there are significant increased and unusual operational demands on the SOE during the months of October, November, and December of general election

years that necessitate an advancement of funding in the manner provided in Section 11(c) below; and (2) although not as significant as in general election years, there are still increased and unusual operational demands on the SOE during the months of October, November, and December during non-general election years due to the need to conduct regularly-scheduled municipal elections for the cities of Hialeah, Homestead, Miami, and Miami Beach that necessitate an advancement of funding in the manner provided in Section 11(d) below.

c. **Funding in General Election Years.** In any fiscal year in which a general election is scheduled, the County shall remit seventy percent (70%) of the SOE's approved annual budget on the first day of October. This increased upfront disbursement is intended to ensure that the SOE has sufficient funding to cover significant and unusual early costs during the months of October, November, and December, including staffing, procurement of election materials, and equipment needs associated with the general election in that year without needing to make multiple requests under Fla. Stat. 129.202(1)(a) for additional funding during that fiscal quarter when an unforeseen delay in transferring such additional funding could disrupt SOE operations during a critical time. The remaining thirty percent (30%) of the SOE's approved annual budget shall be remitted by the County in equal pro-rata amounts over the months of January to September, unless otherwise agreed upon in writing by both Parties in accordance with Fla. Stat. § 129.202(1)(a). The Parties acknowledge that further budgetary adjustments may be made to accommodate additional unusual or unanticipated election-related expenses.

d. **Non-General Election Years.** In any fiscal year in which a general election is not scheduled, the County shall remit forty percent (40%) of the SOE's approved annual budget on the first day of October. This increased upfront disbursement is intended to ensure that the SOE has sufficient funding to cover significant and unusual early costs during the months of October, November, and December, including staffing, procurement of election materials, and equipment needs associated with running various large municipal elections in those months without needing to make multiple requests under Fla. Stat. 129.202(1)(a) for additional funding during that fiscal quarter when an unforeseen delay in transferring such additional funding could disrupt SOE operations during a critical time. The remaining sixty percent (60%) of the SOE's approved annual budget shall be remitted by the County in equal pro-rata amounts over the months of January to September, unless otherwise agreed upon in writing by both Parties in accordance with Fla. Stat. § 129.202(1)(a). The Parties acknowledge that additional budgetary adjustments may be made to accommodate unusual or unanticipated election-related expenses.

e. **Special Elections.** The Parties understand that Special Elections are called and currently not budgeted in the SOE's Budget. However, commencing FY 2025-26, the County shall include a contingency reserve for special elections in the County General Fund budget's reserve for contingencies, as provided in Fla. Stat. § 129.201(5). If it should become necessary for the SOE to tap into this contingency reserve to conduct a special election, the SOE shall provide County with notice of such need and the amount required as soon as practicable. Then, subject to available funding within the contingency reserve, the County shall remit the requested amount to SOE. As a condition for receipt of such funding, SOE agrees to the following: (1) funds remitted from this contingency reserve shall be used exclusively for the conduct of the relevant special election and shall not be used to fund the general operations of the SOE; (2) SOE shall keep detailed records of all expenses associated with conducting the relevant special election and make such records available to County; (3) SOE shall

exhaust all reasonable efforts to obtain reimbursement for the costs associated with conducting the relevant special election from any available sources, such as the state pursuant to Fla. Stat. § 100.102 or a municipality; (4) SOE shall remit to the County any reimbursements received for conducting the relevant special election. In addition, to avoid unnecessary reliance upon this county contingency reserve to cover special elections called by municipalities, SOE agrees that it shall not provide the municipality with the consent required under Fla. Stat. § 100.151 for the municipality to call a special election unless the municipality has agreed, by written contract, to provide an advance payment to SOE of at least fifty (50) percent of the estimated cost of conducting the municipality's special election within 30 days from the call of the special election.

f. **Unexpended Balances.** By November 1 of each year, the Parties will identify any unexpended balances from the prior year and adjust the January 1 remittance to true up the surplus from the prior year budget transfers. In the event the SOE incurs costs or expenses that were not reasonably anticipated during the budgeting process, the SOE will provide the County with a written request for supplemental funding. The County may review such requests and, if deemed appropriate, may provide supplemental funding, subject to Board approval and compliance with applicable statutory requirements.

g. **Emergency Funding.** In the event of a disaster or emergency affecting the operations of the SOE, the County agrees to act reasonably to consider all requests from the SOE to, and when reasonably possible, approve and provide immediate financial support as follows: For reimbursement from County-Authorized Remittance of Emergency Funds, if a disaster or emergency is declared, and the SOE requires immediate funding to continue operations or to address recovery efforts, the County may authorize remittance of funds to the SOE as necessary to cover costs associated with the emergency. These costs may include, but are not limited to, forced account labor, repairs, restoration of services, procurement of emergency goods and services, and other operational expenditures required for continuity of SOE functions. For reimbursement from federal or state grantors, the County's authorization of remittance of emergency funds will be considered a temporary advance, pending reimbursement by federal or state grantors, including but not limited to the Federal Emergency Management Agency (FEMA) or any other applicable state or federal agency. The SOE will cooperate with the County in submitting the necessary documentation for reimbursement and will ensure compliance with all federal and state grant requirements, including submission of reports and invoices for reimbursable expenses. For recovery and reimbursement, upon receipt of reimbursement from federal or state grantors, the SOE will ensure that such funds are remitted back to the County to the extent of any emergency funding provided. The County and the SOE will maintain detailed records of all emergency-related expenditures to facilitate audit and reimbursement processes, in compliance with all applicable federal and state regulations. For non-reimbursable expenses, in the event that certain expenses incurred during the emergency are deemed non-reimbursable by federal or state grantors, the SOE will consult with the County to determine an appropriate course of action for addressing those costs.

12. **Voting Locations.**

a. **SOE Use of County Facilities.** In accordance with Section 101.71(5), Florida Statutes, the County shall continue providing County facilities, such as Miami-Dade Fire-Department;

Miami-Dade County Parks, Recreation and Open Space Department; Library; and Cultural Affairs facilities, to serve as early voting and regular polling places, with such use taking priority over any non-essential use of those facilities. The County shall also make County facilities available for use by the SOE for training poll workers and as collection centers at the SOE's request subject to availability.

b. **Other Polling Locations.** The SOE shall be responsible for establishing and executing rental agreements for early voting and election day voting locations other than County-provided polling locations, as well as for training facilities.

c. **Poll Workers.** The County shall continue to provide County employees to assist the SOE with early voting and election day-related activities as needed in the manner set forth in Implementing Order 4-76, as amended in the form attached as **Appendix H**. The SOE will notify the County of the number of requested employees for any election. The County shall, within 15 calendar days, notify the SOE of any issues related to meeting the request. If unable to provide the requested number of employees, the County commits to providing funding necessary to advertise and hire replacement workers.

13. **Appendices.** All Appendices (**Appendices A** through **H**) referenced in the agreement will reflect the most up-to-date information as of close of business January 6, 2025. However, the Parties may, by mutual written consent, update any appendices following the Effective Date that may have unintentionally omitted the most up-to-date information as of close of business January 6, 2025.

14. **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	Administration
Daniella Levine Cava Mayor	Geri Bonzon-Keenan County Attorney	Alina Garcia Supervisor of Elections
Miami-Dade County Office of the Mayor	Miami-Dade County Attorney's Office	Miami-Dade Office of Supervisor of Elections
111 NW 1 st Street, 29 Floor Miami, FL 33128	111 NW 1 st Street, 28 Floor Miami, FL 33128	2700 NW 87th Ave. Miami, FL 33172

Email: daniella.cava@miamidade.gov	Email: geri.bonzon-keenan@miamidade.gov	Email: alina.garcia@votemiamidade.gov
---------------------------------------	--	--

15. **Relationship of the Parties.** The Parties agree that they are independent entities, and not agents for one another. No Party or its officers, elected or appointed officials, employees, agents, independent contractors or consultants shall be considered employees or agents of any other Party, nor to have been authorized to incur any expense on behalf of any other Party, nor to act for or to bind any other Party.

16. **Mutual Cooperation.** The Parties will use their reasonable best efforts to cooperate with each other in performing their respective obligations under this Agreement and with the Employees' union(s) and, if helpful, PERC. Such cooperation will include, without limitation, sharing non-privileged and non-confidential information, executing and delivering such other and additional instruments and documents or amendments thereto as may reasonably be requested by the other Party to carry out this Agreement, assigning licenses and contracts to the other Party, and supplemental budgetary requests as necessary to facilitate the transition and preserve continuity of services to County residents.

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

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

19. **Headings.** Captions and headings in this Agreement are for ease of reference only and do not constitute a part of this Agreement and shall not affect the meaning or interpretation of any provisions herein.

20. **Waiver.** There shall be no waiver of any right related to this Agreement unless in writing and signed by the Party waiving such right. No delay or failure to exercise a right under this Agreement shall impair such right or shall be construed to be a waiver thereof. Any waiver shall be limited to the right so waived and shall not be deemed a waiver of the same right at a later time or of any other right under this Agreement. Waiver by any Party of any breach of any provision of this Agreement shall not be considered as or constitute a continuing waiver or a waiver of any other breach of the same or any other provision of this Agreement.

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

22. **Representation of the County.** The County represents that this Agreement has been duly approved, executed, and delivered by the Board, as the governing body of the County, and it has

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

23. **Invalidity of Provisions, Severability.** Wherever possible, each provision of the Agreement shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this Agreement shall be prohibited or invalid under applicable law, such provision shall be ineffective to the extent of such prohibition or invalidity, without invalidating the remainder of such provision or the remaining provisions of this Agreement, provided that the material purposes of this Agreement can be determined and effectuated.

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

25. **Entirety of Agreement.** Except for the SLAs, this Agreement, and the attachments thereto, incorporates and includes all prior negotiations, correspondence, conversations, agreements, and understandings applicable to the matters contained in this Agreement. The Parties agree that, with the exception of the SLAs, there are no commitments, agreements, or understandings concerning the subject matter of this Agreement that are not contained in this Agreement, and that this Agreement contains the entire agreement between the Parties as to all matters contained herein. Accordingly, it is agreed that no deviation from the terms hereof shall be predicated upon any prior representations or agreements, whether oral or written. It is further agreed that any oral representations or modifications concerning this Agreement shall be of no force or effect, and that this Agreement may be modified, altered or amended only by a written amendment duly executed by both Parties hereto or their authorized representatives.

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

27. **Third-Party Beneficiary.** No other person or entity shall be deemed to be an express or implied third-party beneficiary of this Agreement or of any other attachment, document, or exhibit associated with this Agreement, nor shall this Agreement create any rights, obligations, or duties on any entity except the County and the SOE.

28. **Supplementary Agreement Provision.**

a. **Additional Agreements.** After the execution of this Agreement, the County or the SOE may identify the need for additional agreements or modifications to this Agreement to achieve the objectives of the Agreement. Both 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 Agreement, amendments, and Supplemental Agreements, the order of precedence is as follows: (1) additional Supplemental Agreement or amendment 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.

29. **Disclosures.**

a. **Retroactive Payments.** For events occurring prior to the Effective Date that may lead to a retroactive payment after the Effective Date, including but not limited to Retro Rate Changes or Prior Period Time Sheet Adjustments, such payments will be made from the funding source from which the position was funded prior to the Effective Date. For the SOE's positions, the County will absorb the costs of such transactions. Such adjustments may stem from changes in FRS calculations, Worker's Compensation, Payroll Modifications, or any other related factors.

b. **Overpayments.** The SOE agrees that back pay and the recovery of overpayments to SOE employees on and after the Effective Date will be in accordance with the County's practices and procedures, and any applicable CBAs, until such time as alternative procedures are established by the SOE. The SOE will collect and remit to the County any County Funding determined by the County to have been erroneously paid to SOE employees prior to the Effective Date, through biweekly paycheck deductions. Unless the County agrees to a different recovery rate, the recovery rate will be a biweekly rate equal to the biweekly rate of the erroneous payment to the employee, or at the minimum rate of \$50 per pay period, whichever rate is greater. The specific recovery rate will be determined through an agreement between the employees concerned and the County's Human Resources Department, as the service provider, upon notification to the concerned employee. Except as otherwise provided in an applicable CBA, the concerned employee must contact the County's Human Resources Department within fourteen (14) calendar days of notification to establish a specific recovery rate. If no agreement is reached, the SOE will impose a deduction rate it deems appropriate. The SOE will ensure that all collected County-funded overpayments are promptly remitted to the County.

30. **Dispute Resolution.** In accordance with Section 163.01(5)(p), Florida Statutes, the Parties agree that they should try to resolve their differences over implementation of this Agreement before resorting to Court. Toward this end, the 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 Agreement including its implementation, a Party/Claimant will provide written notice of dispute ("**Notice of Dispute**") to the other Party, fully describing the issue presented and explaining why any performance, decision, action, or failure to act is inconsistent with this Agreement and which part(s) of it. The other 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 Party. Respondent may declare an impasse ("**Impasse**") if the Response is unacceptable or continue to negotiate with claimant.

b. In the event the Parties are unable to agree to a resolution under this section, the 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 Party has executed this Agreement on the date stated below.

MIAMI-DADE COUNTY, FLORIDA

By:  for
County Mayor Daniella Levine Cava

DATE: January 7, 2025

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

Stephen P. Clark Center 111
NW 1 Street
Miami, Florida 33128

Michael Valdes
Approved as to Form and Legal Sufficiency

MIAMI-DADE COUNTY SUPERVISOR OF
ELECTIONS

By:  Supervisor of Elections Alina Garcia

DATE: 1/9/2025