160430

INTERLOCAL AGREEMENT FOR ELECTION SERVICES

This Agreement for Election Services (Agreement) is made and entered into this _____ day of _____ 2016 by and between the City of Gainesville, a municipal corporation of the State of Florida (City) and Pam Carpenter, the Supervisor of Elections of Alachua County, Florida (Supervisor).

WHEREAS, the City desires the assistance of the Supervisor in conducting municipal elections; and

WHEREAS, the Supervisor is willing to provide such assistance to the City subject to the terms and conditions set forth in this Agreement.

NOW, THEREFORE, in consideration of the promises set forth below and in the attached Fee Schedule, the City and the Supervisor mutually agree as follows:

I. DEFINITIONS

A. "Supervisor," as used throughout this Agreement, means the Supervisor of Elections of Alachua County. The contract may be assumed by the successor or assignee of the Supervisor, as appropriate.

B. "City," as used throughout this Agreement, means the City of Gainesville, its officers, employees and agents.

C. "Ballots" means all ballots necessary for a municipal election, including municipal election ballots, vote by mail ballots, early voting ballots, sample ballots~~-~~, provisional ballots, and, if necessary, run-off ballots.

D. "Election" means any ~~Regular Election, Special Election, Run-off Election, Annexation Referendum, or other~~ event in which the City puts forward any contest or question to be voted on by any subset of registered voters using state approved voting systems~~.~~, including any Regular Election, Special Election, Run-off Election, and Annexation Referendum..

II. SCOPE OF AGREEMENT

A. This Agreement applies to all elections involving the City.

B. This Agreement will renew automatically from year to year, unless either party provides to the other party written notice of its intent to terminate this Agreement, specifying a termination date not earlier than 6 months following the date such notice has been given per paragraph XXII of this Agreement.

V. SCHEDULE OF ELECTIONS.

The City and the Supervisor agree that the municipal elections will take place ~~each year~~ according to the following schedule:

A. Should early voting be ~~provided~~directed by the City, early voting ~~will begin no sooner than the 11th day prior to the election.~~dates and ~~end no later than the 3rd day prior to the election, with hours~~times shall be in accordance with Florida Statutes provisions for ~~each day of~~ early voting.

B. The regular election will take place on the date specified by written notice from the City to the Supervisor~~, and.~~ Other than as described in VII.A. hereof, the Supervisor shall have no duties pertaining to any such election until 5 business days following the date on which the City provides written notice to the Supervisor.

~~C. If a run-off election is required, the run-off election will occur on a Tuesday that is at least 28 days after the regular election.~~

~~D.~~C.   In the event that a county, state or federal election is scheduled to occur within eight weeks of the City's desired election date, the City will cause its election to be placed on the county ballot as part of said election. The City will provide all required ballot information required hereby no later than the date on which the county or state provides the corresponding information for the election.

~~E.~~D.   When the City election is part of a county, state, or federal ballot, the County Canvassing Board shall certify the election pursuant to State Law.

E. If a run-off election is required, the run-off election will occur on a Tuesday that is at least 28 days after the regular election.

F. If a run-off election is required after an election containing a county, state or federal election, the run-off election will occur no sooner than the first Tuesday which is more than 28 days after the certification of Official Results.

VI. QUALIFICATION OF CANDIDATES

Unless otherwise agreed to by the City and the Supervisor, the City will provide qualifying packets to candidates and accept and process all qualifying papers and fees.

VII. CANDIDATE FINANCIAL REPORTS

A. At the time ~~of filing~~a candidate files a DS-DE9 or equivalent form designated by the City, the City will notify the Supervisor and the Supervisor will provide the necessary credentials to allow each candidate access to the Electronic Campaign Finance Reporting System (Report System) in use by the Supervisor.

IX. LOGIC AND ACCURACY TEST

A. Prior to early voting, the Supervisor will conduct a public test of the ballot tabulating equipment (Logic & Accuracy Test) using the ballots received from the printer.

B. The Supervisor will designate a date and time for the logic and accuracy test. The public test of the equipment (L&A) will take place at the Supervisor of Elections Office.

X. ADVERTISING FOR ELECTIONS

A. The Supervisor will prepare and advertise the voter registration book closing date in accordance with general law, Logic and Accuracy test date, and canvassing board meeting schedule.

B. The Supervisor will advertise the sample ballot. The Supervisor may place advertisements as deemed necessary for election information updates. All ads placed by the Supervisor of Elections related to the City election will be reimbursed by the City.

C. The City will place all election notices required by applicable Florida law or the Gainesville City Code, including but not limited to the notice of election.

XI. MAILING OF SAMPLE BALLOTS

Formatted: Keep with next

Unless otherwise directed by the City, the Supervisor shall mail sample ballots to all qualified registered voters in accordance with current standards and practices for county, state and federal elections.

XII. VOTING BY MAIL

A. The Supervisor will process all requests for vote by mail ballots.

B. The Supervisor will mail ballots to all qualified registered voters who, on or before the deadline for making such requests, request a vote by mail ballot.

C. The Supervisor will verify signatures on all returned vote by mail ballots.

D. The Supervisor will provide secure storage for vote by mail ballots in herthe Supervisor's custody until the conclusion of the contest period set forth in Florida law.

XIII. POLLING AND EARLY VOTING SITES

A. COUNTY SITES

1. Except as provided in the following subsections B. and C., the City will use the same polling sites, that include City electors, designated for use in County elections for the municipal elections, early voting, and, if necessary, run-off elections.

~~technical issues prior to the early voting period, as specified by the Supervisor, together with the City's verification that the alternate or additional early voting site has sufficient available parking and meets all current ADA requirements.~~

XIV. POLL WORKERS

1.A.   The Supervisor will determine and hire the proper number of poll workers, including back up poll workers, needed for each election.

2.B.   The Supervisor will train all poll workers in accordance with Florida law and any applicable local ordinances.

3.C.   Poll workers will be paid in accordance with the most recent pay rates adopted for county, state, and federal elections by the Supervisor.

XV. BALLOT TABULATION AND VOTING EQUIPMENT

A. The Supervisor agrees to provide, program, and use the certified voting equipment in City elections, as set forth in Attachment A.

B. The Supervisor will arrange for delivery and return of supplies and equipment used for City elections, applying the same standards and practices as used for county, state, and federal elections

XVI. ELECTION RESULTS

A. The Supervisor will provide for the return and tabulation of election results using the same methods and standards as provided for county, state, and federal elections.

B. An original of these results will be provided by the Supervisor to the City from which to prepare all necessary documents to certify the election.

XVII. CANVASSING BOARD

A. The City will convene a canvassing board to determine which ballots will be counted and perform all of the functions of a canvassing board under Florida law.

B. The Supervisor will provide qualified staff to operate ballot tabulation equipment during the counting process.

C. The Supervisor will provide advice and assistance to the canvassing board as needed.

D. The Supervisor of Elections does not typically serve on the City Canvassing Board. Under extraordinary circumstances, the City may request that it be allowed to appoint the Supervisor to the canvassing board. The Supervisor may choose to accept or refuse such appointment at her discretion.

XVIII. ELECTION RECORD MATERIALS

~~XXV.~~XXIV. ENTIRETY OF AGREEMENT

This Agreement contains the entire understanding between the City and the Supervisor with respect to ~~payment for~~ election services. This Agreement supersedes all representations and understandings between the City and the Supervisor relating to the elections.

IN WITNESS WHEREOF, the City and the Supervisor have executed this Agreement on the dates set forth below.

City of Gainesville, Florida

Signature:_____   Witnessed by:_____

Printed Name:_____

Date:_____   Date:_____

Alachua County Supervisor of Elections

Signature:_____   Witnessed by:_____

Printed Name:_____

Date:_____   Date:_____

7. Supervisor of Elections Personnel Costs:

   7.1. Payroll: Staff time for Permanent Staff, On Call, and Contract workers will be tracked when dedicated to City elections functions. To be reimbursed per employee hourly rate, including any overtime, holiday, or similar other adjustments
   7.2. Security: Costs for retaining services of all needed security, including Deputies for crowd management, ballot security, traffic control, or other functions incurred by the election to be reimbursed per actual invoiced costs from the vendor
   7.3. Staff Mileage: To be reimbursed based on actual mileage costs, rate per current County mileage rate

8. Consumable Supplies: Costs for supplies not included in 1.6 will be reimbursed per actual invoiced costs

9. Adjustments when City election is placed on County, State, or Federal Ballot:
   9.1. Items in Paragraphs 1,2,3.2,3.3,4.2,5,6,7, and 8 will be reimbursed at a pro-rata rate explained below
   9.2. Items in Paragraphs 3.1 and 4.1 will be paid by the Supervisor of election and reimbursed at a pro-rata rate explained below
   9.3. The Reimbursement pro-rata rate for these elections shall be calculated by taking the sum of all costs from Paragraphs 1-8, and dividing the total by the number of locations (Election Day and Early Voting) in the election. This Per Site Cost will then be multiplied by the number of locations at which the City election appeared on the ballot, and the City will pay 1/2 of the resulting amount.