

#160740

INTERLOCAL AGREEMENT FOR ELECTION SERVICES

This Agreement for Election Services (Agreement) is made and entered into this _____ day of _____ 2017 by and between the City of Gainesville, a municipal corporation of the State of Florida (City) and 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 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.

III. PAYMENT FOR ELECTION SERVICES

- A. The Supervisor will provide the City with an estimate of the cost of the election no later than 120 days prior to the election date. At the City's request, a conference will be held between the City and the Supervisor to discuss the estimate.

- B. The City will pay all reasonable costs arising from any City election, in accordance with Attachment A.
- C. After the election, the Supervisor will submit an itemized invoice to the City. The Supervisor shall submit invoices to the City at the following address:

Clerk of the Commission
200 East University Avenue
Post Office Box 490 – Station 18
Gainesville, FL 32627-0490

with a copy mailed to:

City of Gainesville – Finance Department
200 East University Avenue
Post Office Box 490 – Station 18
Gainesville, FL 32627-0490

- D. The City shall make payment to the Supervisor in accordance with Part VII, Chapter 218, Florida Statutes, the Florida Prompt Payment Act. Payments shall be made to the following address:

Supervisor of Elections
515 North Main Street, Suite 300
Gainesville, FL 32601

IV. DESIGNATION OF CITY CONTACT

- A. The City will designate in writing to the Supervisor an individual contact (“City Contact”) for all City election business. This contact will handle all coordination and inquiries between the City and the Supervisor, and will have the authority to execute or approve all responsibilities of the City as stipulated in this Contract.
- B. The City will provide legal counsel to the Supervisor in connection with any City election. This will include interpretation of the City Charter, ordinances, and election law as it applies to the City elections.

V. SCHEDULE OF ELECTIONS.

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

- A. Should early voting be directed by the City, early voting dates and times shall be in accordance with Florida Statutes provisions for early voting.
- B. The regular election will take place on the date specified by written notice from the City to the Supervisor. 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. 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.
- 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 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.
- B. The City will accept the official paper copy of each report, if required by law.
- C. The Supervisor will provide technical assistance with using the Report System, and will release completed reports for public access when notified by the City contact person of proper submission of the official report.

VIII. PREPARATION OF BALLOTS

A. BALLOT INFORMATION

Unless otherwise agreed to by the City and the Supervisor, on the final day of qualifying, and as soon as possible after qualifying ends, the City will furnish to the Supervisor all ballot information, including but not limited to the names of the qualified candidates as they are to appear on the ballot, the correct pronunciation of those names, an explanation of all ballot referenda, and any other information that may be required for each contest.

B. BALLOT LAYOUT

1. Based upon the information furnished by the City, the Supervisor will design the layout of the ballots and any support files such as audio pronunciations.
2. The City Contact will review and approve the content on each unique ballot layout, and the assignment list of each layout to City precincts. The City Contact will be available for this review on the final day of Qualifying, and the following business day to ensure ballots are ordered in a timely fashion.

C. BALLOT PRINTING

1. The Supervisor will deliver the ballot layout to their approved printer and will place the ballot order with that printer.
2. Both the City and the Supervisor must sign off on ballot proofs before the ballots may be printed. The Supervisor will notify the City of the printer's expected date of proof delivery, and the City will have an authorized representative available on that day to review and approve the proofs.
3. The Supervisor will receive the finished ballots directly from the printer and will securely store all ballots until disbursed.

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

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 the 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.
- 2. The City Commission may adopt a policy designating sites not to be used, and identify appropriate alternate sites for voters, provided it satisfies the notice requirements of this section and other requirements of law.

B. CHANGES TO ELECTION DAY POLLING SITES

- 1. If a regular County polling site is not available for a given election date, and the City wishes to designate an alternate polling site, or if the City wishes to designate an additional polling site, the City will notify and meet with the Supervisor to discuss the proposed alternate or additional polling site.
- 2. After meeting with the Supervisor, the City will negotiate an appropriate contract for the alternate or additional polling site, which will include the election dates and times, property use, and an emergency contact form. The contract will expressly designate the Supervisor as a third-party beneficiary.
- 3. A fully executed copy of the contract for any alternate or additional polling site shall be provided to the Supervisor not less than 60 days prior to the election date, together with the City's verification that the alternate or additional polling site has sufficient available parking and meets all current applicable ADA requirements.

C. CHANGES TO EARLY VOTING SITES

1. If a regular County early voting site is not available for a given election and the City wishes to designate an alternate early voting site, or if the City wishes to designate an additional early voting site, the City will notify and meet with the Supervisor to discuss the specific proposed alternate or additional early voting site.
2. The City will arrange for the Supervisor to inspect the proposed alternate or additional early voting site to determine its suitability for early voting, and whether it has adequate, available electronic communication facilities. Following the inspection, the Supervisor will promptly notify the City if the proposed site will be acceptable for early voting. The City will not move forward with the proposed site if the Supervisor determines the site is not acceptable for early voting. If the Supervisor determines the proposed site is acceptable for early voting, the Supervisor will notify the City of any technical issues and the time period required to resolve all communication issues.
3. If the proposed site is determined to be satisfactory for early voting and there are no technical issues, or if all technical issues can be resolved prior to the early voting period, the City will negotiate an appropriate contract for the alternate or additional early voting site, which will include the early voting dates and times, property use and an emergency contact form. The contract will expressly designate the Supervisor as a third-party beneficiary. The City shall be responsible for the cost of any repairs or installations necessary to resolve the communication issues.

XIV. POLL WORKERS

- A. The Supervisor will determine and hire the proper number of poll workers, including back up poll workers, needed for each election.
- B. The Supervisor will train all poll workers in accordance with Florida law and any applicable local ordinances.
- 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

The City will retain or destroy all election record materials in conformity with applicable state and federal law.

XIX. LIABILITY

The City agrees to indemnify, defend and hold harmless the Supervisor, and her officers and employees, from liabilities, suits, damages, losses, and costs, including, but not limited to, reasonable attorneys' fees, to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of the City, its employees and agents, or arising from the use of alternate or additional polling sites contracted by the City under XIII.B or XIII.C hereof. Furthermore, the City will defend the Supervisor from any claim arising out of the election, provided that there are no allegations of intentional, willful, or wanton wrongful acts or omissions by the Supervisor or the Supervisor's officers, employees, and agents.

XX. MODIFICATION

The parties may modify this Agreement only by a written amendment signed by both the City and the Supervisor.

XXI. TERMINATION.

The failure of either party to comply with any provision of this agreement will place that party in default. Prior to terminating the agreement, the non-defaulting party must notify the other in writing and the notification will make specific reference to the provision which gave rise to the default. The defaulting party will be given seven (7) days to cure the default. If the default situation is not corrected within the allotted time, the non-defaulting party may provide final termination notice.

XXII. NOTICES.

All notices, certificates or other communications hereunder shall be sufficiently given and shall be deemed given on the date such notice is delivered by courier or facsimile transmission or three days after the date mailed by registered or certified mail, postage prepaid.


XXIII. SEVERABILITY

In the event that any part of this Agreement is determined to be unenforceable by a court of competent jurisdiction, said ruling shall not invalidate the remaining parts of this Agreement.


XXIV. ENTIRETY OF AGREEMENT

This Agreement contains the entire understanding between the City and the Supervisor with respect to 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: 
Printed Name: LAUREN PJE
Date: March 13, 2017

APPROVED AS TO FORM AND LEGALITY
By: 
Daniel W. Nee, Asst. City Atty.
City of Gainesville, Florida

Witnessed by: 
Date: 3/13/17

Alachua County Supervisor of Elections
Signature: _____
Printed Name: _____
Date: _____

Witnessed by: _____
Date: _____

Attachment A
Fee Schedule

1. Precinct Expenses:
 - 1.1. Polling Place Rental/Usage Fees: To be reimbursed per actual invoiced costs
 - 1.2. Equipment Use and Preparation: \$150 per tabulation unit (Normal use is two units per site for Election Day, Early Voting, and Absentee processing)
 - 1.3. Telephone/Communication costs: Any phone lines or special communications equipment used for the election to be reimbursed per actual invoiced costs
 - 1.4. Poll Registers: To be reimbursed based on total page count at \$0.10 per page, plus actual labor cost of production and assembly
 - 1.5. Equipment/Supply delivery and return: To be reimbursed per actual invoiced costs from the vendor
 - 1.6. Location Consumable Supplies: \$25 per Election Day and Early Voting location
2. Election Programming: \$250 per election
3. Ballots
 - 3.1. Official Ballots (including Test decks, etc.): To be reimbursed per actual invoiced cost from the printer
 - 3.2. Sample Ballot Mailer: To be reimbursed per actual invoiced costs from the vendor
 - 3.3. Audio Ballot Recording: To be reimbursed per actual invoiced costs from the vendor
4. Advertising
 - 4.1. Legal Ads/Notices: Placed by the City: To be paid directly by City per invoice
 - 4.2. Sample Ballot and any other advertisements placed by the Supervisor: To be reimbursed per actual invoiced costs from the vendor
5. Postage:
 - 5.1. Sample Ballot mailer: To be reimbursed per actual invoiced costs from the vendor
 - 5.2. Election specific mailings (i.e. Candidate notices, Pollworkers mailings, Polling site notices, etc.): To be reimbursed per actual postage costs
6. Pollworker Costs
 - 6.1. Pollworker Salaries: To be reimbursed based on actual payroll costs, pay rates per present schedule for County, State, and Federal elections
 - 6.2. Pollworker Mileage: To be reimbursed based on actual mileage costs, rate per current County mileage rate

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.