



# SUPERVISOR OF ELECTIONS

515 North Main Street, Suite 300  
Gainesville, Florida 32601-3348

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16 APR 25 PM 12:59

Telephone: (352) 374-5252

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PAM CARPENTER  
Supervisor

Kurt Lannon, Clerk of the Commission  
City of Gainesville  
P.O. Box 490, Station 19  
Gainesville, FL 32627-0490

April 21, 2016

Dear Mr. Lannon;

The Supervisor of Elections Office has administered many successful elections for the City of Gainesville and we look forward to many more in the future, but at this time, we can no longer administer the City elections under the current agreement.

This is to notify you of our desire to renegotiate the election administration agreement between the City and the Supervisor of Elections office prior to administering any portion of the City's 2017 election.

We have been discussing the need for a new agreement for many years, and look forward to meeting with the City to address this issue and implement the necessary changes. Hopefully these changes will be in the best interest of the citizens of Gainesville, while still providing my office and staff with the time we require to meet our legislative mandates.

Since the inception of the original agreement between the City and the Supervisor of Elections Office, election laws and equipment have gone through many changes. This evolution requires additional hours of poll worker training, as well as additional hours of equipment programming and preparation time. The staff hours required to administer the City's expanded election calendar and campaign reporting regulations have increased while concurrently; the mandates of State Statutes require more of my staff time and attention here in the office.

Please contact my office so we may set up a timeline to complete negotiations should you want to continue our arrangements. We have recently had inquiries regarding the City's next election and would prefer to have an agreement in place before we respond on your behalf.

Thank you for your attention to this important matter.

Respectfully,

Pam Carpenter  
Alachua County Supervisor of elections

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7 Years Later

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ELECTION SERVICES AGREEMENT

THIS AGREEMENT entered into this 15th day of December, 1986,\* between the CITY OF GAINESVILLE, a Florida municipal corporation, hereinafter "CITY", and J. K. (BUDDY) IRBY, as Supervisor of Elections of Alachua County, Florida, hereinafter "SUPERVISOR", witnesseth;

Whereas the City of Gainesville under the applicable Florida Statutes and City ordinances is required to provide for the conducting of elections of various types including general and special elections; and,

Whereas the Supervisor of Elections of Alachua County is a lawfully elected constitutional officer of Alachua County, Florida, whose constitutional duties include the handling of elections for the State of Florida and Alachua County within the jurisdictional limits of Alachua County; and,

Whereas the City by ordinance has authorized the Supervisor to conduct city elections and perform administrative duties pertaining thereto, with the proviso that the Supervisor will be reimbursed for the costs of conducting such elections.

NOW, THEREFORE, in consideration thereof it is agreed:

1. Scope of Services. The Supervisor shall provide the following services in a manner which is in compliance with the election laws of the State of Florida and the City of Gainesville.

a. Serve as a qualifying officer to accept

\* date approved by the City Commission

qualification papers and perform all other administrative tasks necessary and incident to the qualification of candidates for the City Commission of the City of Gainesville. The Supervisor shall certify to the Clerk of the Commission, within three (3) working days after the closing date for qualifying, the names of all duly qualified candidates for election to the City Commission.

b. Serve as the financial reporting officer to receive and preserve all records filed pursuant to the financial reporting requirements of the Florida Statutes. The Supervisor shall preserve such records and make the same available in full compliance with the election codes and the public records law of the State of Florida. Upon the expiration of the required records retention period the Supervisor will, in writing, request of the Clerk of the Commission to determine whether such records are to be kept, destroyed or transferred to the Clerk of the Commission.

c. Provide for the production of ballots for City elections.

d. Perform all of the functions related to the processing of absentee ballots except for the performance of the duties reserved to the canvassing board.

e. Provide for the publishing of the Proclamation, which shall be prepared by the City and submitted to the Supervisor at least 45 calendar days prior to the election, and for the publishing of sample ballots consistent with the

laws of the State of Florida and the City of Gainesville, or additional special requirements imposed by the City of Gainesville. As to any such additional special requirements, they will be communicated to the Supervisor in writing at least ten (10) working days prior to the performance of any activities so imposed.

f. Provide for the appointment, payment, training, and supervision of pollworkers. All pollworkers shall be residents of the City of Gainesville unless good cause requires otherwise.

g. The formal release of election returns shall be conducted in City Hall or in another appropriate place designated by the City of Gainesville, except in such cases where city elections are held simultaneously with national, state, or county elections.

h. The City agrees to immediately notify, inform and provide the Supervisor of any City Commission adopted amendments to any section of the Gainesville Code of Ordinances or Charter pertaining to City elections or the Supervisor's duties under this Agreement.

## 2. Compensation for Services.

a. With regard to each election, the Supervisor will present to the City Manager a proposed budget and estimate of costs expected to be incurred in the upcoming election. In the case where a general election is to be held

the proposed budget shall be submitted by April 15th of the calendar year preceding the year in which the election is to be held, except as to the first general election to be held pursuant to this agreement. For this first general election the proposed budget shall be submitted by January 2, 1987. Such proposed budget will be reviewed by the City Manager and the Clerk of the Commission and approved by the City Manager prior to any expenditure being made. In the case of special elections, the proposed budget shall be submitted within ten (10) working days of the date the Supervisor receives written notice from the City indicating its desire that a special election be held.

The City Manager shall agree to a budget within 20 days of the initial submission of the proposed budget, or this Agreement shall be null and void with respect to the election for which such proposed budget was submitted, unless an extension of time is agreed to by the Supervisor. If approved, said budgeted amount shall be submitted to the Supervisor at least thirty (30) days prior to the election date for which such budget applies.

b. The Supervisor will, upon the completion of election services rendered by him, with respect to any given election, provide an invoice to the City Manager detailing the expenses of the Supervisor incurred in conducting the election for the City, which may not exceed the approved budget amount by more than 25%, unless special requirements

have been imposed. Reimbursement to the Supervisor will be based exclusively on the actual expenses of services rendered, including, but not limited to the following: printing, advertising, labor cost in moving the data vote machines, pollworkers, rent, postage, transportation, forms, supplies, communication, and computers. The Supervisor will provide such verification of sums as is reasonably requested by the City Manager. The City shall have the right to audit the Supervisor's cost records pertaining to City elections which would support the Supervisor's billings for same. These records or copies thereof shall be retained for three (3) years and shall be kept separate from other records of the Supervisor. In the event that the expenses exceed the amount previously submitted as described above, then except as provided above, reimbursement for such excess will be made within thirty (30) days of the receipt of an appropriate invoice for payment. In the event that the Supervisors' expenses are less than the amount submitted thirty (30) days prior to the election date, then the Supervisor shall reimburse to the City the difference between his expenses and the amount previously supplied to him. The amount of any qualifying fees retained by the Supervisor shall be deducted from the expenses incurred for which reimbursement is sought.

c. The City shall take all steps reasonably necessary to defend the Supervisor in all actions of whatsoever nature arising as a direct or proximate cause of

the Supervisor's or any of his staffs' performance of their lawful duties and responsibilities under this Agreement while conducting any City elections pursuant to this Agreement, excepting any act or omission committed in bad faith or with malicious purpose or in a manner exhibiting wanton and willful disregard of human rights, safety or property. In order to be afforded such defense, Supervisor and/or any of his staff shall be required to immediately forward to the City copies of any demands, notices, summonses, or legal papers received in connection with the claim or suit; provide the City with all requested records, authorization or other information; and cooperate with the City in its investigation and defense of the action.

d. The City may pay directly any election expenses which may be more economically handled by direct payment by the City.

3. Consultation.

a. Prior to the submission of annual budgets, the City Manager, Clerk of the Commission and the Supervisor will consult with regard to the expected number and types of elections and the estimated costs thereof to be incurred in the conduct of such elections in the following fiscal year.

b. The Clerk of the Commission and the Supervisor will consult regularly on the issues arising from the conduct of the City elections.

c. The Clerk of the Commission will contact the


Supervisor of Elections and the Supervisor will verify the ability of the Supervisor to conduct a special election prior to the setting of any special election dates by the City Commission of the City of Gainesville.


4. Term. This Agreement shall become effective on the date of its approval and shall continue in effect until September 30, 1987, provided, however:


a. The Agreement shall be automatically extended from year to year unless either party provides written notice of its intent to terminate prior to June 30, of any year; and,

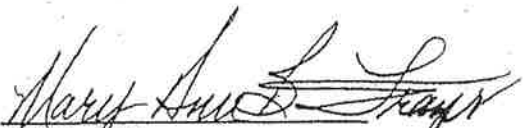
b. Either party may terminate the Agreement upon 120 days written notice.

c. Each and all of the mutual responsibilities under this Agreement are fully subject to the provision of adequate financing by the legislative bodies which are required to budget for such expenditures.

  
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J. K. (BUDDY) IRBY  
Supervisor of Elections

  
\_\_\_\_\_  
BEVERLY HILL  
Mayor-Commissioner  
City of Gainesville

APPROVED BY:   
\_\_\_\_\_  
MARION J. RADSON  
City Attorney 12/14/86

ATTESTED:   
\_\_\_\_\_  
MARY ANN B. FRAZER  
Clerk of the Commission

CLH:sd/12/11/86