

**2014 INTERLOCAL AGREEMENT
FOR CITY OF PALM COAST
ELECTION SERVICES**

THIS INTERLOCAL AGREEMENT is made and entered into this _____ day of _____, 2014 by and between the FLAGLER COUNTY SUPERVISOR OF ELECTIONS (hereinafter the “Supervisor”), an elected constitutional officer, whose address is 1769 E. Moody Blvd., Building 2, Suite 101, Post Office Box 901, Bunnell, Florida, 32110 and the CITY OF PALM COAST, a Florida municipality, (hereinafter the “City”), whose address is 160 Cypress Point Parkway, Suite B-106, Palm Coast, FL 32164.

WITNESSETH

WHEREAS, it is the intent of the Legislature, pursuant to Chapter 163, Florida Statutes, to encourage public agencies to join together in agreements which will best serve the public interest and promote the most efficient expenditures of public funds through avoiding costly duplication of services; and

WHEREAS, this Agreement supersedes all prior agreements relating to conducting CITY elections.

WHEREAS, this Agreement and Addendum “A” shall be in effect only for the 2014 City primary and general elections and shall be made a part of the City Council’s minutes, and said Agreement shall be recorded in the Official Records of Flagler County, Florida by the Supervisor of Elections, and the City shall be provided a copy of the recorded document; and

WHEREAS, the Agreement and Addendum “A” shall not be modified or changed in any way unless both the Supervisor and City agree, and any such changes shall be in writing and be approved by the Supervisor, City Mayor, City Manager and three (3) witnesses. Any Amendments to this Interlocal Agreement shall be recorded in the Official Records of Flagler

County, Florida by the Supervisor; the City shall be provided a copy of the recorded document.

WHEREAS, pursuant to State law, the Supervisor is the legal custodian of the Flagler County voting equipment and is charged with responsibility for the custody and maintenance of the equipment; and

WHEREAS, the parties to this Agreement recognize Chapters 97 through 106, Florida Statutes shall govern the conduct of a municipality's election in the absence of an applicable special act, charter or ordinance provision. No charter or ordinance provision shall be adopted which conflicts with or exempts a municipality from any provision in the Florida Election Code that expressly applies to municipalities, pursuant to Section 100.3605, Florida Statutes, or that is not consistent with the Supervisor's timeline or procedures developed for carrying out her duties and responsibilities of conducting elections; and

WHEREAS, the City accepts responsibility for having modified the City Charter language by ordinance to be uniform and consistent with requirements and procedures set forth in Chapters 97 through 106, Florida Statutes, as well as with the Supervisor's timeline and procedures developed for carrying out her duties and responsibilities of conducting elections; and

WHEREAS, the City shall be fully responsible for city charter modifications, compliance with Section 10 (General Provisions), as well as any and all ordinances and resolutions adopted that relate to Section 8 (Election) of City Charter since 2011; and

WHEREAS, the City shall not interfere with the Supervisor's discretion of how or what is needed and deemed to be necessary to carrying out duties and responsibilities of conducting both the primary and general elections; and

WHEREAS, the City understands voters in the City will not receive preferential treatment, and will be treated the same as other voters throughout the county; and

WHEREAS, the City shall provide to the Supervisor at least one-hundred and twenty days (120) days prior to the primary election (April 28, 2014), an updated City map (Shape files) including all annexations or contractions so as to properly identify all eligible voters; and

WHEREAS, the City shall provide to the Supervisor at least seventy days (70) days prior to the general election (August 25, 2014), an updated City map (Shape files) including all annexations or contractions so as to properly identify all eligible voters; and

WHEREAS, the City shall notify the Supervisor, not any later 12:15 p.m. June 20, 2014, whether or not the City will hold a primary election and a general election or just a general election; and of any other information requested, or unique to the election, including any information regarding vacancies to be filled; and

WHEREAS, the City Clerk has stated in writing there will be two City Council seats on the 2014 County ballot. The City shall be limited to only place two (2) City Council seats on the 2014 County ballot for both the primary and/or general elections and agree that no City charter amendments or any other City issues or matters are to be placed on either the primary or general election ballots, and the City understands that municipal ballot items placed on the County ballot may incur an expense to the City; and

WHEREAS, the City shall be billed directly by the ballot printing vendor, and the city shall pay the ballot printing vendor directly, for all costs due to City ballot content which requires ballot length to exceed 8.5 x 11 or larger sized ballot, requires double sided printing on 8.5 x 11 or larger sized ballot, or multiple page ballots-regardless of ballot size, and the City shall be responsible for extra imposed shipping costs; and

WHEREAS, the City shall not bill or have billed any expenses to the Supervisor; and

WHEREAS, the City shall not collect voted absentee ballots, and direct all voters to bring their absentee ballots to the Supervisor's office no later than 7:00 p.m. election night, or mail their ballot in ample time to be delivered to the Supervisor's office no later than 7 p.m. election night; and

WHEREAS, each party, to extent permitted by Section **768.28**, Florida Statutes, agrees to indemnify and hold harmless each of the other parties, their officers, agents and employees, from and against any and all claims, damages, injuries, losses and expenses, including reasonable attorney's fees, arising out of or relating to that party's actions or omissions arising out of this Agreement and the actions or omissions of the party's officers, agents and employees with the exception of Addendum "A"; provided, however, that no party waives sovereign immunity hereby as to third parties, and

WHEREAS, the above recitals are true and correct and form a material part of this Agreement upon which the parties have relied.

IT IS THEREFORE AGREED that the City shall provide the following support:

1. Designates the City clerk to coordinate with the Supervisor regarding requirements of this Agreement.

2. Qualify candidates, provide candidates with all pertinent information/forms and accept election campaign finance reports. If candidates qualify by petition method, the City Clerk shall deliver all signed petitions collected with \$.10 (ten-cents) for each petition to be verified each day to the Supervisor of Elections Office by 4:30 p.m. Candidate petitions will not be verified by the Supervisor after the deadline of May 19, 2014 at 12:00 p.m. (noon).

3. (A) Furnish to the Supervisor, the list of candidates, certified, along with copies of the Candidates' Oaths by noon the following day after the close of the qualifying period and provide approved ballot data to the Supervisor in Microsoft Word format (in a version

compatible with the Supervisor of Elections office) for preparation of the ballot proof portion that pertains to the City.

(B). Furnish to the Supervisor, upon receipt, a faxed copy of the Candidates' Oaths, as they are submitted.

4. Notify the Supervisor, not any later than 12:15 p.m. the last day of qualifying (Noon, June 20, 2014) in writing, of any other information requested, or unique to the election, including any information regarding vacancies to be filled.

5. Notify all City candidates in writing of the date and time of the Logic and Accuracy Test of the tabulation equipment and retain confirmation that candidates have been notified. The Logic and Accuracy Test and additional Canvassing Board Meetings are scheduled to be held at the Supervisor of Elections Office located at **1769 E. Moody Blvd., Bldg. #2, Suite 101, Bunnell, FL 32110**. The canvassing board schedule is on the Supervisor of Elections website at www.FlaglerElections.com

6. Turn over all requests for absentee ballots to the Supervisor on a daily basis by 4:30 p.m. The deadline to accept absentee ballot requests is (October 29, 2014) the sixth (6th) day before an election.

7. Submit the name(s) of proposed poll watcher(s) to the Supervisor immediately upon receipt or at least 14 (fourteen) days prior to the beginning of early voting for primary; at least 14 (fourteen) days prior to the primary and at least 14 (fourteen) days prior to the beginning of early voting for general; at least 14 (fourteen) days prior to the general election for the Supervisor to certify and include a list with precinct supplies as required under Florida Statutes.

8. City shall place election information provided by the Supervisor of Elections on the City's website, in the City's Newsletter, and in with the City utility billings (whether electronic or otherwise) for both the primary and general elections.

9. Upon notification by the Supervisor, the City Clerk shall approve or reject the proof of the ballot for the portion that relates to the City by way of facsimile or email; no later than 12:00 p.m. (noon) the following day.

10. Advertise the City Notice of Election. Advertise any required advertising in accordance with Florida Elections Code that is municipal specific.

11. Assist the Supervisor, if requested, in locating emergency/alternative polling locations within the City that the Supervisor shall approve, should any polling locations owned or managed by the City become unavailable, or be deemed by the Supervisor to be inadequate for any reason. Should change(s) of polling location(s) that are managed or owned by the City become unavailable, the Supervisor is responsible for mailing "Polling Place Change Notices" to affected voters. The City shall be responsible for all charges / costs incurred, including postage and printing.

12. Assist the Supervisor, if requested, in locating emergency/alternative polling locations within the City should any polling locations within the City that are not managed by or owned by the City become unavailable or be deemed by the Supervisor to be inadequate for any reason. The Supervisor shall be permitted, without cost, to immediately use any City owned or City managed facility that the Supervisor deems to be adequate.

13. Shall not remove any election related signs, with the exception of candidate campaign signs, within the city limits during early voting or on election day.

14. Shall post election related materials as Supervisor requests.

15. Shall allow the Supervisor to carry out the City election in the same manner as a county election without interference.

16. Shall not communicate with poll workers or any other temporary election staff, and will communicate directly with the Supervisor and elections office staff.

17. Shall not advertise election related advertising, other than what is required by law, in the newspaper, radio or otherwise without Supervisor's written approval after advertisement has been reviewed by the Supervisor as this may confuse voters.

18. Shall execute and return the Interlocal Agreement to the Supervisor on or before April 2, 2014.

19. Should the City request any additions and/or deletions of provisions of this agreement, and should such requests require the Supervisor to seek the consultation and/or advice of legal counsel, the City shall assume the responsibility for all legal fees, and such fees to be billed directly to the City.

IT IS FURTHER AGREED that the Supervisor shall provide the following support:

1. The Supervisor shall conduct the City of Palm Coast 2014 Municipal Elections in accordance with Chapters 97 – 106, Florida Statutes.
2. Provide the City with a ballot proof pertaining to the City portion of the ballot
3. The County Canvassing Board shall canvass the August 26 and November 4, 2014 County elections, which shall include the City election.
4. Will advertise the canvassing board schedule, early voting schedule/locations, sample ballot, post manual audit.
5. Will determine what is necessary to carry out both the primary and general elections, and have final authority over any and all decisions.
6. Select, train, and pay poll workers for early voting and election day.
7. Assign poll workers to polling locations for election day, and develop poll worker work schedule for early voting.
8. Hold early voting at the Supervisor of Elections Office, Palm Coast Public Library, and Palm Coast Community Center for both the primary and general Elections
9. Place early voting schedule, location, and daily activity information on the Supervisor's website.

The terms of this Agreement shall commence immediately upon signing by the parties hereto.

IN WITNESS WHEREOF, the parties hereto affix their hand and seal this

_____ day of _____, 2014.

WITNESS
THE HONORABLE KIMBERLE B. WEEKS
FLAGLER COUNTY, FLORIDA

SUPERVISOR OF ELECTIONS

WITNESS
MR. JON NETTS
CITY OF PALM COAST, FLORIDA

MAYOR

WITNESS
MR. JIM LANDON
CITY OF PALM COAST, FLORIDA

CITY MANAGER

Addendum “A”
TO 2014 INTERLOCAL AGREEMENT
FOR CITY OF PALM COAST
ELECTION SERVICES

This ADDENDUM is attached to and forms part of the Agreement between the City of Palm Coast and Flagler County Supervisor of Elections and becomes effective immediately upon execution.

- The Supervisor has a ministerial responsibility.
- The City is responsible to maintain and modify their City charter.
- The City Charter may be amended in accordance with the provisions of the Municipal Home Rule Powers Act, chapter 166, Florida Statutes
- The City is responsible to follow all the requirements of their City charter and Florida Statutes when modifying their City charter.
- The City assumes all liability for any and all costs to the City, County, Supervisor- Kimberle B. Weeks, Supervisor of Elections Office and/or her staff relating to challenges that may be filed regarding adopted resolutions, ordinances, resolutions adopted in 2014 that have been made retroactive to 2011 that are election related, or any deficiencies or failures or assumed deficiencies or failures in modifying the City Charter following the 2011 City municipal elections.
- The City assumes all liability for any and all costs to the City, County, Supervisor of Elections, Kimberle B. Weeks, Supervisor of Elections Office and/or her staff relating to challenges that holding a municipal election in 2014 for the City would be considered illegal.
- It is the City’s full responsibility to defend suspected deficiencies, failures and/or challenges to comply with requirements of modifying the city charter in 2011 to the present; which shall include any and all legal fees that the City, County, Supervisor of Elections, Kimberle B. Weeks, Supervisor of Elections Office and/or her staff may be faced with as being named in any suit, and any and all such costs shall be billed directly to the City for payment.

Governing Laws/Venue

All disputes shall be governed by the laws of the state of Florida. The venue and jurisdiction for the resolution of any such disputes shall be in the State or Federal Courts located in the state of Florida.

Entire Agreement

There are no oral representations regarding the subject of this Agreement that are binding on either party. All changes to this agreement must be in writing, signed by both parties.

Notices

Any notice under this Agreement shall be in writing and be delivered in person or by public or private courier services or certified mail with return receipt requested or by facsimile. All notices shall be addressed to the parties at the following addresses or at such addresses as the parties may from time to time direct in writing;

City:

City Clerk, Virginia Smith
City of Palm Coast
160 Cypress Point Parkway, Suite B-106
Palm Coast, FL 32164

Supervisor of Elections:

Kimberle B. Weeks
Flagler County Supervisor of Elections
PO Box 901
1769 East Moody Blvd., Bldg. #2, Suite 101
Bunnell, FL 32110

Any notice shall be deemed to have been given on the earlier of: (a) actual delivery of refusal to accept deliver, (b) the date of mailing by certified mail, or (c) the day facsimile delivery is verified. Actual notice, however and from whom ever received, shall always be effective.

Signature of Authority

The individuals signing below are authorized to execute and deliver this Agreement and agree that this Agreement is binding upon execution.

IN WITNESS WHEREOF, the parties hereto affix their hand and seal this

_____ day of _____, 2014.

WITNESS
THE HONORABLE KIMBERLE B. WEEKS
FLAGLER COUNTY, FLORIDA

SUPERVISOR OF ELECTIONS

WITNESS
MR. JON NETTS
CITY OF PALM COAST, FLORIDA

MAYOR

WITNESS
MR. JIM LANDON
CITY OF PALM COAST, FLORIDA

CITY MANAGER