

City of Palm Coast
April 6, 2014

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On March 17, 2014, I presented the City of Palm Coast with the Official "2014 Interlocal Agreement for City of Palm Coast Election Services" and asked that it be returned to the elections office on or before April 2, 2014. The deadline of April 2nd was imposed as it is believed the City has no idea or perhaps no regard of the timeline of requirements and responsibilities that must be met to carry out the election successfully. It has taken the City 8 months (September 4th to the present) to address the issues I brought to their attention to their satisfaction, and bring us to this point. It will not be possible for me to conduct the 2014 county elections on the City's timeline.

Supervisor of Elections throughout the state prepare and present cities with an election agreement prior to conducting a city election, the cities do not prepare such agreements for the supervisor. The City of Palm Coast was reminded in writing several times over the past many months, if the City wanted the elections office to assist with conducting the City with their elections in 2014, it would be necessary that the Supervisor of Elections Office prepare and provide the City with the Interlocal Agreement. It wasn't until Feb 28th that the City provided an affirmative "YES" confirmation that they wanted the assistance of the elections office to assist with their 2014 City elections. On March 14th the City Clerk, Virginia Smith sent an email containing a document she referred to as an Interlocal Agreement that the City prepared and presented to the Supervisor of Elections, which was returned, and the Clerk was again reminded yet again that the Interlocal Agreement would be prepared and provided by the Supervisor of Elections Office, and it was on March 17th. It is inappropriate for the City to create any such documents and call them as such, and especially so since this has not been the practice for past elections, and the City was reminded several times that the Interlocal Agreement would be prepared and provided by the Supervisor of Elections Office.

From March 17th (when the City was presented with the official interlocal agreement by the Supervisor) to April 2nd the City did not contact the elections office in the usual manner, as the City had done in previous years after the prepared interlocal agreement was presented to them, before the agreement was presented to the city council and the mayor for their approval. Instead, the mayor chose to call for one public meeting which I declined to attend, as I was not going to change adopted practices that proved to be satisfactory and successful to handle the interlocal agreements for past elections purposes, not only with the City of Palm Coast, but with the other cities in the county, and because my presence was necessary in Tallahassee on Monday, March 24th. If the mayor himself or any council member had questions they certainly could have and should have sent me an email, called the office, or personally set up an appointment to discuss any concerns they had, but none chose to do so. It is perfectly legal for any council member or the mayor to individually discuss matters as this, and ask questions and seek answers to questions in advance to be better informed when they gather as a council to share their knowledge and understanding with each other to make informed decisions. It is not possible to adequately make decisions when discussions are made about what you don't know, and proper decisions cannot be made when you are not properly informed or perhaps misinformed or uninformed. Unfortunately in this situation the council and the mayor failed to communicate with me to be properly informed in order to make appropriate decisions the evening of April 1st. It is believed decisions were made this evening based on assumptions and/or misinformation.

Over the past 8 months since I have brought issues to the City's attention, issues that have been identified by the City as "non issues" which required action by the City (ordinances being adopted and being made retroactive to 2011 and then filing documents with the Secretary of State that are Charter related) in an effort to resolve the issues I raised (yet, some claim everything was done correctly and there were no issues and claim there are opinions that confirm the City did everything correctly). During this period I have emailed the mayor and council members in an effort to keep them informed, and allow them the opportunity to communicate with me if they chose to do so, and again, they did not.

The City certainly did not demonstrate a willingness to work together when an email was sent to the Secretary of State on March 27th asking for his intervention, in an attempt to use the Secretary for leverage, rather than communicate and cooperate with me to best serve the voters in usual established practices as have been practiced during prior City elections in years past. The Secretary has no authority over municipalities or their charters, and has limited authority over me as Supervisor of Elections. Had the City exercised municipal leadership and reached out to communicate with me, questions the City may have had could have been addressed, and the City would perhaps have a better understanding of the needs of the voters, and valuable time would not have passed without progress being made in resolving any misunderstandings.

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The Secretary of State made it clear in his March 28th correspondence that my (the Supervisor's) arrangements with the City of Palm Coast for conducting their City election should be the same for conducting other City elections in Flagler County **held in conjunction with the 2014 primary and general elections**, and they are, as Palm Coast is the only City to hold their elections in conjunction with the 2014 primary and general elections. Every other City holds their own independent election, which they fully fund, canvass, and certify. If Flagler Beach were to be holding their election in conjunction with the 2014 primary and general elections they too would have been provided an Official Interlocal Agreement by the Supervisor of Elections, and it too would be very much like the one Palm Coast has been provided. So, with this being said, it certainly would not be reasonable for Palm Coast to believe they should be issued the same or similar interlocal agreement as Flagler Beach did for their independent election that was not held in conjunction with the 2014 primary and general elections. Flagler Beach does not prepare their interlocal agreement for election purposes, nor have they modified the official agreement provided to them by the Supervisor of Elections for their City elections, nor have they modified an official agreement that had previously been provided to any other municipality by the Supervisor of Elections as Palm Coast has done. The arrangements for entering into an official interlocal agreement for election services are the same for all cities throughout the county, just as the Secretary suggests.

It is unclear why the City of Palm Coast is again being uncooperative and insistent on bucking established procedures and why they have returned two unofficial documents that they had no authority to modify or create (which they refer to as "Interlocal Agreements") when there is only one Official Interlocal Election Agreement, which was prepared and provided to the City of Palm Coast on March 17th by the Supervisor of Elections after they provided an affirmative "YES" response on February 28th that they wanted the assistance of the elections office to assist with their 2014 City elections. The Secretary of State stated in his letter dated March 28th that **my** arrangements with the City of Palm Coast for conducting its elections should be the same for conducting other city elections in Flagler County held in conjunction with the 2014 primary and general elections, is a good indication he understands my duties and responsibilities. I did not request that any other document, other than the official document that I provided to the City be returned to the elections office on or before April 2, 2014.

No other local city has demonstrated such lack of municipal leadership and been so unwilling to cooperate putting the voters of their city at such risk for needless election disruption, confusion, and risk for an extremely expensive independent election; which will prove to be unfair for the Citizens of Palm Coast and this concerns the Secretary of State as well as myself, and there is no reason for it now. The Secretary made it clear in the letter he presented to the City of Palm Coast dated April 3rd by stating he believes that **a joint election conducted by the Supervisor of Elections will best serve the interests of all voters in Flagler County and the City of Palm Coast**, and I completely agree. **I would like to believe since you reached out to the Secretary for his intervention that you would respect his advice and see that a joint election is conducted by the Supervisor as he suggests for the benefit of the voters. The risks, disadvantages and expense of the City attempting to conduct their own independent election far outweigh the benefits.** I assure you there is far more involved to conducting an election than you may imagine, and are prepared for if you attempt to take on this responsibility. And unfortunately, if you lack municipal leadership by continuing to be resistant by being unwilling to be a team player, the voters and tax payers will ultimately pay the price in more ways than one. We have conducted elections for your City before, therefore you know what to expect. You nor any of the other cities have ever expressed dissatisfaction with the service we have provided conducting your elections in years past, and we try very hard to provide quality service that the taxpayers and voters can trust and have confidence in and be proud of-elections must be legal, fair, and honest. In fact, it was when I took office in 2009 that the practice of billing your City for "regular hours worked" for my office staff when conducting your City elections came to a stop and you have since only been billed for overtime hours worked as I did not consider this former established practice as being fair to your City. I also put a stop to your City illegally holding CDD (Community Development District) elections for Grand Haven and Hammock Dunes as their elections appeared on your City ballot and you paid for the cost of conducting these elections, and your City illegally canvassed these CDD elections. CDD elections are to be held in even numbered years, and are to be canvassed by the County Canvassing Board. (Yes, two of the three attorney's (the county attorney and your city attorney) that weighed in with opinions saying that all requirements were met to modify your city charter following your 2011 elections were responsible and on board when these CDD elections were being illegally conducted prior to 2009 and the practice didn't halt till I raised this issue in 2009.) I remind you of these events to assure you that my intentions are to do what's proper and legal for those whom I work for, the voters.

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I have never said I would not conduct your City's election, even after I recognized issues that required action by the City over the past 8 months. I have said I had concerns, and I have made the concerns be known as it is important to me to know what I do is legal, and that the voters do not lose confidence in what we do, and know what we do is fair and honest. And of course, when there is concern of a challenge there is perception of wrong doing—the type of perception that I want no part of. My concerns did receive action by the City, which the City agrees to accept responsibility for, and the actions the City has taken has allowed me to blend the City charter with Florida election law and current current policy and procedure to prepare the City with the official interlocal agreement. I very much want to conduct your City elections, to allow the voters to cast their vote for both the County and City elections at their assigned polling locations in a fair, efficient manner. The voters expect, need and deserve to do so without any unnecessary confusion and disruption, and I hope you agree. The official interlocal agreement I have prepared does allow this to happen and it is very reasonable agreement. Provisions are in place to protect the voter's needs and to allow me to carry out my responsibilities successfully. Successful elections allow both the City and County to be proud, and for the voters to have confidence in the process. However, your cooperation is needed in order for me to provide the voters what they expect, need, and deserve in order to conduct your City elections.

In the spirit of cooperation to provide a fair efficient election for the voters of the City, and to avoid unnecessary confusion and expense, I am willing to conduct your City election, and provide the same quality of service you have trusted and received in years past from this office. I am going to again present you with the 2014 Official Interlocal Agreement for City of Palm Election Services, and extend the date to April 16, 2014 for you to return the Official Interlocal Agreement to the Supervisor of Elections Office. You must realize the elections office is quickly moving forward with election preparations, and final details are taking shape so time is of essence for you to communicate and embrace a municipal leadership working relationship if your city is going to include their two council seats on the county ballot in 2014.

You will notice in the Official Interlocal Agreement the language remains, with no deletions. If you have concerns about filling vacancies on your council for seats other than the seats that are up for election, they will be filled in accordance with your City Charter and applicable Florida Law. If a petition is circulating regarding red-light camera's that should meet the requirements for ballot placement, I will be more than happy to enter into an addendum to the official agreement to add this petition referendum relating to red-light camera's to the ballot. The addendum will be entered into just as the addendum was entered into in 2011 when the City requested an addendum to the 2011 agreement. My understanding is the red-light camera effort is not going to make the ballot, so this may be a moot point. The language that exists in the Official Interlocal Agreement was written from the exact words that your City Clerk provided to me many times in emails stating what the City wanted on the 2014 ballot "2 City Council Seats".

Provisions 11 & 12 on page 6 are there for the protection of the voter and the process, and I would hope that you would exercise your municipal leadership responsibilities just as the School Board and many organizations, church's and other cities have done throughout the county when it comes to elections by assisting in any way possible to ensure that we have a fair, successful elections. Elections are held during hurricane season and I do not have the authority to cancel or postpone an election in our county regardless of the conditions or the emergency. You have resources available, and I expect your full cooperation in emergency and unforeseen situations because the show must go on regardless of the situation or condition, unless the Governor states otherwise. An election can only be postponed by order of the Governor. Time is of essence when voting is open and we will have to move quickly with making decisions as voters shall be permitted to vote in an accessible, fair and efficient manner. It is necessary to communicate now and know that we agree to fully cooperate to do whatever we have to do to make sure the voters are best served in unforeseen and emergency situations. Election-day is a 12-hour day, so I don't think it is unreasonable to ask you for your cooperation and willingness to do whatever is necessary to carry out our responsibilities during a 12-14 hour period. If an emergency arises, I don't want the City to make decisions or only agree to make offers (which may not be legal decisions or offers) that may not be suitable and then claim, "We tried to help the supervisor, she was just unreasonable" and wouldn't accept our help. There is no reason to remove these provisions as they are included in official interlocal agreement for the protection of the voters and the process. The City should have no concern with these two provisions unless of course the City has no intention of being team players and is refusing to demonstrate municipal leadership by being unwilling to do whatever is necessary to ensure the elections are successful. The other cities, school board, community organizations, and church's bend over backwards to accommodate the voter's needs to ensure successful elections. Many (6 or 7 polling locations including Flagler Beach City Hall) canceled or rescheduled events last year when the School Board called a Special Election on

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Friday, June 7, 2013 to avoid voters polling locations from being changed for that election. When a voter's polling location is changed, one of the requirements is that each voter is mailed a new Voter Information Card reflecting the change information. The cooperation and willingness these others demonstrated with their professional leadership qualities by being team players prevented a lot of confusion and was a cost savings. If the City of Flagler Beach and the other polling location contacts could be team players, surely, you can too.

The City of Palm Coast it's self has entered into a polling place facility use agreement with our office for election needs through 2016, so you know what polling locations you own and manage, and we know what you are willing to provide under regular normal conditions. The city only owns and manages one polling facility in the City. The voter's have assigned polling locations, and must vote at their assigned polling location if they vote at the polls on election day. Moving voters sometimes requires the approval of the Board of County Commissioners, and this take time and planning. We do not change polling locations unless it is absolutely necessary for many reasons. Many of the polling locations that currently exist were chosen when redistricting took place as we feel these are the best places to serve the voters, and we hope will allow the voters to remain voting without being relocated for years to come. The early voting sites are required to be preregistered with the state before early voting begins. I met these requirements with the state by registering the three early voting sites nearly a year in advance, as I have no intention of making changes. I feel the three sites that we have in place are the best locations possible. If the voters are unhappy with the accommodations of the two smaller rooms at the Palm Coast Community Center being provided by the City Council for early voting, that can be readdressed after the 2014 elections, if necessary.

I am happy to again offer you the Official 2014 Interlocal Agreement for City of Palm Coast Election Services, and hope you will reconsider it taking the information in this correspondence, as well as the Secretary of State's letter dated April 3rd into consideration so we can together best serve the voters in a joint election as the Secretary suggests. Please return the official agreement to the supervisor of elections office no later than April 16, 2014.

Respectfully,

Kimberle B. Weeks

Kimberle B. Weeks
Flagler County Supervisor of Elections

Cc:
Palm Coast Mayor
Palm Coast City Council

Encl: