

MEMORANDUM

January 26, 2015

TO: Honorable Mayor and City Commission

VIA: Kenneth Fields, City Manager

FROM: Clara VanBlargan, MMC, City Clerk & Chief Election Officer

RE: Municipal Election Administration Agreement with Polk County Supervisor of Elections

SYNOPSIS: The approval of the Agreement allows the Supervisor of Elections to provide for the administration of the City's 2015 Election.

RECOMMENDATION

The City Clerk, Chief Elections Officer, recommends that the City Commission take the following actions:

1. Approve the Municipal Election Administration Agreement with Lori Edwards, Supervisor of Elections of Polk County, Florida for the administration of the City's Election to be held on Tuesday, April 7, 2015.
2. Approve the cost of postage, envelopes, secrecy sleeves and inserts for absentee ballots mailed on behalf of the City at a rate of 95 cents for each ballot mailed. Total absentee ballots requested as of January 15, 2015 is 1,412 ($1,412 \times .95 = \$1,341.40$). This number is expected to change.

BACKGROUND

Pursuant to the commitment of Lori Edwards, Polk County Supervisor of Elections, to assist cities holding their elections on Municipal Election Day, it is necessary to approve the "Municipal Election Administration Agreement" with the Polk County Supervisor of Elections for the administration of the City Election on April 7, 2015. This agreement stipulates the administrative duties that will be performed by the Elections Office and by the City.

In the past the Supervisor of Elections Lori Edwards did not charge the city for the postage, envelopes, secrecy sleeves and inserts for absentee ballots mailed on behalf of the city. The City will now be required to reimburse this cost at 95 cents for each ballot mailed. The number of absentee ballots requested as of January 15, 2015 is 1,412 ($1,412 \times .95 = \$1,341.40$). This number is expected to change.

OTHER OPTIONS

If the City Commission chooses not to approve the Municipal Election Administration Agreement with the Supervisor of Elections, the City will be responsible for all costs involved that would otherwise be provided in the agreement at no charge to the City.

FISCAL IMPACT

The additional costs incurred for mailing absentee ballots might require a budget amendment to the FY2014-2015 City Commission budget. The additional costs incurred for each election will be provided for in the annually budget.

ATTACHMENTS

Municipal Election Administration Agreement

CITY OF LAKE WALES MUNICIPAL ELECTION ADMINISTRATION AGREEMENT

This agreement made and entered into this _____ day of _____, 2015, by and between LORI EDWARDS, SUPERVISOR OF ELECTIONS OF POLK COUNTY, FLORIDA, a constitutional officer of the State of Florida, (hereafter "Elections Supervisor"), and the CITY OF LAKE WALES, FLORIDA, a Florida municipal corporation, (hereafter "City").

ARTICLE I. PURPOSE.

The purpose of this Agreement is to provide for the administration of the City's Election to be held on the 7th day of April, 2015 for the purpose of electing three City Commission Members. The parties have determined it to be in their best interest and that of the public that the duties and responsibilities of each party concerning this election are agreed upon and set forth in a formal agreement.

ARTICLE II. DATE OF ELECTION.

The Election shall be held and conducted on Tuesday, April 7, 2015.

ARTICLE III. ELECTIONS SUPERVISOR'S RESPONSIBILITIES.

1. The Elections Supervisor shall prepare file for ballot printing and audio ballot, based on information received from the City Clerk, and the Elections Supervisor shall arrange for the printing, preparation, receipt and testing of the ballots to be used in the City Elections.
2. The Elections Supervisor shall provide Absentee Walk-in Voting at the Supervisor of Elections Headquarters, 250 S. Broadway Ave., Bartow, Florida, beginning Wednesday, March 11, 2015 and ending Monday, April 6, 2015. Hours of operation will be Monday through Friday from 8:00 AM to 5:00 PM.
3. The Elections Supervisor shall train election workers in accordance with Section 102.014, Florida Statutes.
4. The Elections Supervisor shall provide the City Clerk with a list of election workers that served during previous countywide elections who may be available for hire.
5. The Elections Supervisor shall prepare poll lists, automatic tabulating equipment and other polling place supplies and issue them to the Precinct Clerks.
6. The Elections Supervisor shall prepare and cause to be timely published the notice required by Section 101.5612(1), Florida Statutes, of the time and place of the test of the automatic tabulating equipment used by the Elections Supervisor to ascertain that the equipment will correctly count the votes cast in the Election.
7. The Elections Supervisor shall conduct the testing of the automatic tabulating equipment as required by Section 101.5612(1), Florida Statutes, at Election Headquarters in Bartow, in the presence of the City Canvassing Board, candidate(s) and other interested parties.

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8. The Elections Supervisor shall mail and receive absentee ballots for the City Election.
9. The Elections Supervisor shall incur the cost of Audio ballot recording.
10. The Elections Supervisor shall tally absentee ballots as directed by the Canvassing Board and supply the Canvassing Board with results as indicated on the Accuvote results tape, as well as any ballots rejected by the Accuvote tabulation unit.
11. The Elections Supervisor shall provide staff assistance to support the City Canvass Board meeting on April 7, 2015, at Election Headquarters.
12. The Elections Supervisor shall provide a cellular phone to the precinct clerk.
13. The Elections Supervisor shall provide staff support (on site or by phone) to assist election workers at precinct sites on Election Day.
14. The Elections Supervisor shall not charge the City for any services, staff time, equipment rental or supply usage.

ARTICLE IV. CITY RESPONSIBILITIES.

1. The City Clerk is responsible for the conduct of this election and shall act as the sole qualifying official. Upon completion of qualifying of the candidates, the City Clerk will, no later than 5:00 PM on February 20, 2015, provide to the Elections Supervisor the list of qualified candidates for the City offices to be voted upon in the election, as well as official title and language for referendums (if applicable) and the official election title. Title and full text of referendums must also be supplied in Spanish.
2. Within 24 hours of receipt, the City shall review, sign and return the ballot proof sheet, signifying correctness, before printing will commence.
3. The City shall provide pronunciation guidelines of the qualified candidates to be used with the Audio Ballot for the visually impaired.
4. The City shall determine how many ballots will be ordered and will provide payment for printing costs directly to the ballot printer.
5. The City shall reimburse the Elections Supervisor for the cost of postage, envelopes, secrecy sleeves and inserts for absentee ballots mailed on behalf of the city at a rate of 95 cents for each ballot mailed.
6. The City Charter shall designate the Canvassing Board for the City's election, which shall convene in a publicly noticed meeting open to the public in accordance

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with Section 286.011, Florida Statutes and Section 102.141 (2), Florida Statutes. The City Canvassing Board shall canvass the results of the Election, executing or causing the execution of the Certification of the Election.

7. The City Canvassing Board shall meet on April 7, 2015, at Election Headquarters to canvass absentee ballot envelopes and precinct returns. The Canvassing Board will remain until unofficial results are documented.
8. The City shall arrange for the use of polling location(s) on Election Day and is responsible for site agreements, if necessary.
9. The City shall supply, no later than March 11, 2015, the Elections Supervisor a list of election workers who have been hired.
10. The City shall cause to be timely published all public notices required by Florida Statutes, with the exception of the Notice of Testing of Automatic Tabulating Equipment.
11. The City shall compensate election workers for the time they have spent in training and working on Election Day, based on a rate agreed between the City and the election workers.
12. The City Clerk or Canvassing Board shall be responsible for reviewing all absentee ballot envelopes and verifying voter's signatures.
13. The City shall deliver to the Elections Supervisor, no later than 5:00 PM, February 20, 2015, a final list of addresses that are included inside the city limits, which have been certified as correct by the City Clerk or governing board of the City.
14. The City shall pick up Ballot Boxes, Voting Booths and other large supply items from the Supervisor of Elections Warehouse (5001 US Hwy. 17 North, Building 224, Bartow) on Monday, April 6, 2015, and return them on Wednesday, April 8, 2015.
15. Following certification of the Election, the City will conduct a manual audit of the voting system as specified in Florida Statute 101.591.
16. The City shall notify candidates of the time and place of Logic and Accuracy testing as per Florida Statutes 101.5612(2)
17. In accordance with Florida Statutes, in its capacity as the Canvassing Board for the City election, the governing body of the City shall receive and dispose of any protest, challenge or contest and shall be responsible for any responses to any legal actions brought before a court or administrative agency of any level of government challenging the results of the election and defend the results of the election.

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ARTICLE V.

1. The City shall hold harmless and defend the Elections Supervisor against all claims upon the City's or its employees' negligent, unconstitutional, or criminal conduct or conduct of the City's or its employees that violate elections laws that may be brought or filed against the Elections Supervisor's participation or assistance with the City of Lake Wales Elections.

2. Any duty or responsibility of the Elections Supervisor as provided for in this Agreement, or as may be required by the Florida Election Code may, to the extent not prohibited by this Agreement or Florida Law, be carried out by any duly authorized employee, agent, or designee of the Elections Supervisor.

WHEREFORE, the parties hereto have agreed and set their hands as of the date set forth above.

APPROVED:

APPROVED:

NAME

LORI EDWARDS

TITLE

SUPERVISOR OF ELECTIONS
POLK COUNTY, FLORIDA

DATED: _____

DATED: _____

WITNESSED:

WITNESSED:

NAME

NAME

TITLE

TITLE

DATED: _____

DATED: _____