

**CITY OF BELLE ISLE, FLORIDA  
CITY COUNCIL AGENDA ITEM COVER SHEET**

MEETING DATE: January 21, 2025

TO: Honorable Mayor and City Council Members

From: City Manager, Rick Rudometkin

SUBJECT: 2025 OC Supervisor of Elections (SOE) Office Facility Use Agreement

**Background:** The SOE has provided the Use Agreement for the 2025 Municipal Election, which will be held on Tuesday, March 11th, and, if necessary, a run-off on April 8, 2025.

This is a standard form for equipment and other election charges for the days noted above. Page 7 of the agreement asks for approval to have the City use current SOE Canvassing Criteria to canvass ballots.

The Municipal Election will have one election on the ballot for Mayor, and typically, in the past, the turnout is under 1,000 votes. To cut costs, the staff asks the Council if they would favor having one polling place at City Hall instead of two, including the Masonic Lodge.

**Staff Recommendation:** The staff recommends approving the County's Canvassing criteria and the Use Agreement for the 2025 Election and approving one voting location at City Hall Chambers for this Municipal Election.

**Suggested Motion: I move to approve the 2025 Orange County Supervisor of Elections Use Agreement, the use of canvassing criteria, and one location, City Hall, 1600 Nela Avenue, for the mayoral election.**

Alternatives: None

Fiscal Impact: TBD on locations, equipment used, and ballots processed

Attachments:  
SOE Use Agreement  
Canvassing Criterion  
Other Election Fees



**2024-2025 MUNICIPAL ELECTION  
VOTE PROCESSING EQUIPMENT USE AGREEMENT  
AND ELECTIONS SERVICES CONTRACT  
ORANGE COUNTY SUPERVISOR OF ELECTIONS**

*This Vote Processing Equipment Use Agreement and Elections Services Contract (hereinafter referred to as the "Agreement") is hereby entered into by and between the **Orange County Supervisor of Elections Office**, (hereinafter referred to as "SOE") and the CITY OF BELLE ISLE, Orange County, Florida, (hereinafter referred to as "MUNICIPALITY").*

**RECITALS:**

**WHEREAS**, pursuant to Section 101.34, Florida Statutes, SOE is the legal custodian of certified vote processing equipment owned by Orange County, Florida and is hereby charged with the responsibility for custody and maintenance of said equipment; and,

**WHEREAS**, MUNICIPALITY desires, or is otherwise statutorily obligated, to conduct an election that requires the use of vote processing equipment to count ballots; and,

**WHEREAS**, all vote processing equipment requires specially trained and knowledgeable individuals to program, operate and maintain said equipment; and,

**WHEREAS**, The Orange County Board of County Commissioners has authorized SOE to provide any necessary terms and conditions for the use of such voting equipment; and,

**WHEREAS**, SOE can provide the necessary personnel to program, operate and maintain said equipment; and,

**WHEREAS**, MUNICIPALITY hereby acknowledges full responsibility for any and all applicable requirements under the Florida Election Code and any provisions of the city charter or municipal ordinances which may not be addressed or included in this agreement.

**NOW, THEREFORE, in consideration of the premises and of the mutual promises, terms and conditions stated herein SOE and MUNICIPALITY agree as follows:**

**SECTION 1. Recitals.** The above recitals are true and correct and incorporated herein.

**SECTION 2. Agreement.** SOE shall provide to MUNICIPALITY such necessary vote processing equipment and services according to the terms and conditions stated in this Agreement, for the purposes of conducting a General Election to be held on **March 11, 2025**, if necessary Run-off, to be held on **April 8, 2025**, along with the necessary equipment and services to facilitate any early voting sites and polling places as may be necessary and agreed upon by the parties.

**SECTION 3. Operation and Programming Services.**

- 3.1 **DS300.** For each precinct, MUNICIPALITY shall pay SOE Three Hundred Dollars and no/100 Cents (\$300.00) for the program and maintenance of one (1) DS300 tabulator and One Hundred Fifty Dollars and no/100 Cents (\$150.00) for each additional identically programmed tabulator. For Early Voting, MUNICIPALITY shall pay SOE One Hundred Fifty Dollars and no/100 Cents (\$150.00) for the program, maintenance, and operation of each DS300 tabulator that is identically programmed and operated as the Early Voting DS300 tabulators.

- 3.2 **ADA Equipment.** For each precinct, MUNICIPALITY shall pay SOE Two Hundred Fifty Dollars and no/100 Cents (\$250.00) for the program and maintenance of one (1) ADA Voting machine and One Hundred and Fifty Dollars and no/100 Cents (\$150.00) for each additional identically programmed machine. For Early Voting, MUNICIPALITY shall pay SOE One Hundred Fifty Dollars and no/100 Cents (\$150.00) for the program, maintenance, and operation of each ADA machine that is identically programmed and operated as the Early Voting ADA machines.
- 3.3 **Vote-by-Mail Ballot Counting Equipment.** For each election, MUNICIPALITY shall pay SOE Three Hundred Fifty Dollars and no/100 Cents (\$350.00) for the program, maintenance, and operation of any DS950 high-speed ballot counting equipment. Such fee shall include up to four (4) hours of tabulating time, election setup and coordination, programming of high-speed ballot counting equipment, and processing of envelopes through the automatic envelope openers. For each additional hour needed to provide the services described in this paragraph, MUNICIPALITY shall pay SOE Fifty Dollars and no/100 Cents (\$50.00) per hour.
- 3.4 **ePoll Books.** For each precinct, MUNICIPALITY shall pay SOE One Hundred Fifty Dollars and no/100 Cents (\$150.00) for database setup and maintenance of two (2) ePoll books (check-in tablets) and one (1) HDOP tablet per precinct. Additional ePoll books will be charged at One Hundred Fifty Dollars and no/100 Cents (\$150.00) each.
- 3.5 **Repairs.** For any election, all maintenance, repairs, or other troubleshooting services for vote processing equipment, including any processors or tablets, will be performed exclusively by SOE and such services are included in all stated charges. However, SOE does reserve the right to seek reimbursement from MUNICIPALITY for any repairs or maintenance caused by any negligent or unauthorized acts by any employee or representative of MUNICIPALITY.

#### **SECTION 4. Additional Early Voting Services for Off-Site Locations for Non-Ballot-on-Demand Method.**

- 4.1 **Tablets.** For each Early Voting site other than the office of the SOE, MUNICIPALITY shall pay SOE Four Hundred Fifty Dollars and no/100 Cents (\$450.00) for the program and operation of two (2) check-in tablets and One Hundred Fifty Dollars and no/100 Cents (\$150.00) for each additional check-in tablet setup. Such a service fee includes the downloading or uploading of any necessary data. These charges are per election.
- 4.2 **Printers.** For each Early Voting site other than the office of the SOE, MUNICIPALITY shall pay SOE One Hundred Seventy-Five Dollars and no/100 Cents (\$175.00) for the programming, configuration, and setup of any connected printer. These charges are per election.
- 4.3 **Delivery.** For each Early Voting site other than the office of the SOE, MUNICIPALITY shall pay SOE Seven Hundred Dollars and no/100 Cents (\$700.00) for the delivery, setup, and/or pickup of any Early Voting equipment. These charges are per election.

#### **SECTION 5. Other Election Charges.**

- 5.1 **Consumable Supplies.** For each election, MUNICIPALITY shall pay SOE for consumable precinct supplies at a rate of One Hundred Fifty Dollars and no/100 Cents (\$150.00) for each precinct, and Two Hundred Forty Dollars and no/100 Cents (\$240.00) for each Early Voting site. SOE will arrange pickup of precinct supplies no later than the day after the election. MUNICIPALITY shall also identify and provide a secure place for precinct clerk(s) to return supplies and voted and unvoted ballots on election night.
- 5.2 **Paper PL/PR.** For each election, MUNICIPALITY shall pay SOE the actual costs incurred to produce, print, and

bind Poll Lists/Precinct Registers ("PL/PR"), including any paper or delivery costs. SOE shall have sole discretion in selecting a third-party vendor to perform the requisite printing and binding services.

- 5.3 **Communication.** For each election, MUNICIPALITY shall pay SOE for any actual costs incurred by SOE from a third-party telecommunications provider for the setup, activation, use, and deactivation of any telephone or wireless internet lines which in the SOE's sole discretion are necessitated at any voting site. MUNICIPALITY shall also pay SOE for the cost incurred for paying Poll Workers for use of personal cell phones as needed for Election Day communication. Selection of the third-party telecommunications providers shall be the preference of SOE.
- 5.4 **Indexes.** For any Street Indexes ordered or required, MUNICIPALITY shall pay SOE Nine Dollars and no/100 Cents (\$9.00) as a setup fee, plus Twenty-Five Cents (\$0.25) for each printed page.
- 5.5 **Vote-by-Mail Ballots.** For each election, MUNICIPALITY shall pay SOE One Dollar and Ninety-Five Cents (\$1.95) for each Vote-by-Mail Ballot request processed plus actual postage costs. MUNICIPALITY shall also pay SOE Ten Cents (\$0.10) for each Vote-by-Mail Ballot signature verified. MUNICIPALITY may choose to pay return postage for Vote-by-Mail Ballots at the actual cost incurred.
- 5.6 **Early Voting.** MUNICIPALITY shall reimburse SOE for any overtime hours by SOE staff due to weekend hours for Early Voting sites including any hours accrued by SOE staff at the offices of SOE. SOE may elect to evenly apportion the costs for early voting overtime hours among various municipalities, if appropriate, but in no event shall SOE be obligated to apportion such costs. SOE shall ensure that experienced SOE personnel staff reach each Early Voting site, in accordance with Florida law.
- 5.7 **Notices.** For each election, MUNICIPALITY shall pay SOE Twenty-Five Cents (\$0.25) for each Notice of Election that is mailed to each eligible voter, plus actual postage costs.
- 5.8 **Fee Schedule.** For each election, MUNICIPALITY shall pay SOE for any other goods or services not specifically provided for in this Agreement but that may be described or listed in the latest Municipal Fee Schedule as distributed to MUNICIPALITY. MUNICIPALITY agrees that the Municipal Fee Schedule and the prices contained therein are subject to change.
- 5.9 **Other.** For each election and upon proper notice to MUNICIPALITY, MUNICIPALITY shall pay SOE for any other election services not contemplated herein which may be needed to conduct an orderly election.

**SECTION 6. Term.** For each election, the terms of this Agreement begins on the Effective Date and concludes when ballots have been processed, election results have been certified, all vote processing equipment has been returned to the SOE's warehouse, and an audit, if applicable, has been completed. In the event of an election contest or challenge, SOE agrees to cooperate in complying with court orders, and providing any public records which the SOE maintains or otherwise controls.

**SECTION 7. Applicable Requirements of Florida's Election Code.** MUNICIPALITY shall properly call the election in accordance with any Florida Statutes, applicable charter provisions, or city ordinances. MUNICIPALITY agrees that the Municipal Clerk is responsible for the conduct of the city's elections and for ensuring compliance with all applicable Florida Statutes, including the Florida Election Code and any municipal charter provisions and ordinances. Any obligations or duties not set forth in this Agreement shall be the sole responsibility of MUNICIPALITY. To the extent that the SOE is contractually assisting the MUNICIPALITY per this agreement, SOE shall maintain compliance with each of the statutes, codes, municipal charter provisions, and ordinances referenced above. MUNICIPALITY and SOE agree that the terms of this contract may require

modification to allow compliance with any new legislation or rules promulgated by the Division of Elections as a result of any new enactments by the Florida Legislature pertaining to the Florida Election Code.

**SECTION 8. Notice and Advertisement of Elections.** MUNICIPALITY shall prepare and arrange for publication of all legal advertising required by state and federal statutes, city charter, and city ordinances. MUNICIPALITY agrees that all advertisements of elections conducted in Orange County shall be published in both English and Spanish and that MUNICIPALITY shall be responsible for the accurate and complete translation of any such notices. SOE shall, if available, provide samples of required advertising upon request.

**SECTION 9. Qualifying Candidates.** MUNICIPALITY may provide qualifying packets to candidates. MUNICIPALITY shall accept and process all qualifying papers and fees. For audio ballots, MUNICIPALITY shall collect pronunciation guides from candidates at the time of qualifying and shall submit them to SOE at the close of qualifying.

If petitions are part of qualifying process, MUNICIPALITY shall pay to SOE Ten Cents (\$0.10) per name checked to verify any signatures on qualifying petitions. SOE agrees to verify any signatures for any qualifying petitions submitted by MUNICIPALITY.

In no event shall SOE issue any recommendations or make any legal determinations as to the qualifications or eligibility of any candidate for municipal office.

**SECTION 10. Printing of Ballots and Ballot Services.** MUNICIPALITY shall place an order for a sufficient quantity of Election Day ballots with a third-party printer as selected exclusively by SOE. MUNICIPALITY shall provide prompt payment to the third-party printer for the cost of any printed ballots or election materials. MUNICIPALITY shall also pay SOE a per ballot fee for each Vote-by-Mail and Early Voting ballot printed.

MUNICIPALITY shall furnish, immediately upon the conclusion of the qualifying period, all ballot information in English and Spanish including the names of the candidates as they are to appear on the ballot; the name of the Municipality; the name of the election; the title of office and/or referendum title; explanation; and questions.

SOE agrees to provide the layout of the ballot(s) based on the information furnished by MUNICIPALITY and deliver ballot layout to the approved printer. MUNICIPALITY will place the ballot order with the approved printer. Both SOE and MUNICIPALITY must sign off on ballot proof(s).

Once test ballots are received from the printer, SOE will test all vote processing equipment in accordance with the standards established by the Florida Division of Elections and any applicable Florida Statutes. Upon receipt of the printed ballots from the printer, SOE shall receive, securely store, and account for all ballots until disbursed to Early Voting locations or to poll clerks. SOE shall also control and limit all access to unvoted ballots while in the possession of SOE.

**SECTION 11. Poll Workers.** SOE will select poll workers from a group of experienced poll workers. SOE will assign back-up poll workers to be available on Election morning. SOE shall provide MUNICIPALITY with a list of poll workers and Adopt-A-Precinct organizations and will train all poll workers in accordance with the Florida Election Code and other guidelines, procedures or regulations as followed or adopted for the conduct of elections in Orange County. Clerk for MUNICIPALITY, or a representative, shall be in attendance for poll worker training sessions, at minimum the Poll Clerk training. SOE shall distribute all necessary supplies and ballots at poll worker training sessions. MUNICIPALITY shall pay poll workers directly for their services at pay rates previously established by SOE.

SOE will select and train early voting staff. SOE will pay early voting staff directly for their services. MUNICIPALITY will be billed for any overtime charges incurred due to Early Voting. If additional staff through a temporary employment agency is required for Early Voting sites located at the SOE office, SOE will recruit staff through the agency and MUNICIPALITY will be billed directly for the cost incurred.

**SECTION 12. Selection of Polling Places and Early Voting Sites.** SOE shall approve any Polling Place(s) and Early Voting site(s) intended for use as a voting location. SOE shall provide MUNICIPALITY with contact information for any established County polling places. Each location shall meet the necessary ADA requirements. MUNICIPALITY shall conduct an onsite inspection of all polling places, including any early voting locations used other than the office of SOE, and confirm that such locations are accessible to disabled voters. SOE reserves the right to select a suitable alternative if any proposed site fails to meet SOE approval. MUNICIPALITY shall provide a list of proposed polling places and early voting sites no later than Thirty-Five (35) Days prior to the date of the election. MUNICIPALITY shall enter into polling place agreements, if needed, and pay any rental fees or usage fees directly to the polling place.

MUNICIPALITY shall notify SOE in writing if any tables or chairs will be required. Note that each polling place must, as determined by SOE, provide a minimum number of tables and chairs. MUNICIPALITY shall pay any rental fees incurred by SOE for tables and chairs.

**SECTION 13. Sample Ballots.** SOE shall lay out, check, and deliver sample ballot layout to a third-party vendor for distribution to registered voters. MUNICIPALITY shall review the sample ballots and confirm the accuracy of the election date, office, candidate names, polling place, and all other information contained therein. SOE shall coordinate the mailing of the sample ballots to all registered voters in the municipality prior to the election including accurate polling place information. MUNICIPALITY shall reimburse SOE for all costs incurred in producing and mailing sample ballots.

**SECTION 14. Vote-by-Mail Ballots.** MUNICIPALITY shall refer all requests for Vote-by-Mail Ballots to SOE. Unless MUNICIPALITY or the Clerk for MUNICIPALITY provides written directions to the contrary, SOE agrees to accept all requests for Vote-by-Mail Ballots by telephone, mail, or in person. SOE also agrees to mail Vote-by-Mail and overseas ballots as requested by registered voters, receive, and securely store any voted Vote-by-Mail Ballots. SOE will verify the signatures on any returned voted Vote-by-Mail Ballot certificates based on current canvassing criteria and notify voters of any issues that may be susceptible to "cure" as provided by Florida law, and to account for all Vote-by-Mail Ballots.

MUNICIPALITY shall provide adequate staff assistance for the opening and handling of Vote-by-Mail Ballots during the counting process and shall coordinate a date for the opening and counting of such Vote-by-Mail Ballots with SOE.

**SECTION 15. Transportation of Elections Equipment and Supplies.** SOE will be responsible for delivery and pickup of any voting equipment. Either the Friday or Monday prior to Election Day, voting equipment will be delivered by SOE, or a third-party representative of SOE. The Wednesday following Election Day, voting equipment will be picked up by SOE, or a third-party representative of SOE. MUNICIPALITY shall reimburse SOE, for any and all costs incurred for equipment delivery and pickup. SOE shall have full discretion and authority to hire and employ any outside third parties to assist with or perform delivery and pickup of voting equipment.  
**MUNICIPALITY IS NOT PERMITTED TO DELIVER ANY ELECTION EQUIPMENT.**

**SECTION 16. Location and Storage of Voting Equipment.** All voting equipment shall be stored, maintained, and located in a well-protected, secure, temperature-controlled indoor room or facility. Once the voting equipment is

delivered to a Polling Place or Early Voting site, no equipment shall be relocated without the prior written approval of SOE.

**SECTION 17. Canvassing of Election Results.** MUNICIPALITY shall schedule and coordinate the date on which the municipal canvassing board is to assemble to canvass the results of the election. If applicable, MUNICIPALITY shall coordinate for the use of SOE facilities to conduct the canvassing board activities. MUNICIPALITY shall notice and advertise, as needed, the dates of any canvassing board meetings. SOE shall provide the canvassing board with information and documents necessary to canvass the results of the election. MUNICIPALITY shall convene the canvassing board to determine which voted Vote-by-Mail Ballots are to be tabulated.

**SECTION 18. Audits.** MUNICIPALITY shall provide necessary personnel to conduct the audit as prescribed by law. MUNICIPALITY agrees to pay SOE for any additional costs as may be necessary, including overtime expenses, for conducting the audit.

**SECTION 19. Post-Election Records Retention.** SOE shall process affirmation forms and sort, inventory, and pack all election materials for pick up by the Municipal Clerk for retention and disposition. MUNICIPALITY shall store or cause to be stored all necessary election records and ballots until expiration of retention period as prescribed by applicable Florida Statutes and rules.

**SECTION 20. Voter History.** SOE will make arrangements for recording voter history. The date selected for undertaking this activity may occur subsequent to the conclusion of all election dates and outside of the terms of this agreement; provided however, recording voter history will be completed in a timely manner.

**SECTION 21. Other Necessary Costs.** Any additional costs or fees that may be incurred by SOE in compliance with the Florida Election Code and as a direct result of either any Election, if necessary, that are not specified in this contract shall be paid for by MUNICIPALITY at rates and fees as established by SOE. Examples of such additional costs or reimbursements include, but are not limited to, the following:

- A. **Recounts.** Any expenditure for conducting a recount, including any overtime expenses for reprogramming voting equipment, and other expenses as may be necessary to conduct a recount; and,
- B. **Attorney's Fees and Costs.** Actual attorney's fees and costs incurred by SOE for research on any election related matter shall be invoiced by SOE for reimbursement by MUNICIPALITY.
- C. **Law Enforcement Officer Labor Costs.** Actual labor costs incurred by law enforcement officers present during the VBM ballot opening process and the transport of voted ballots.


**SECTION 22. Hold Harmless Covenant.** MUNICIPALITY shall at all times hereafter indemnify, hold harmless and, at SOE's option, defend or pay for an attorney selected by SOE to defend SOE, its officers, agents, and employees against any and all claims, damages, injuries, losses, liabilities, and expenditures of any kind, including attorney fees, court costs, and expenses, arising out of or resulting from any or all acts of omission or commission of or by the MUNICIPALITY, its officers, agents, or employees, with respect to any election conducted pursuant to this Agreement. MUNICIPALITY also agrees to indemnify SOE against any administrative challenges, civil suits, or other legal challenges or appeals that may arise, including all attorney's fees and costs, from the contest of election results or the validation of any candidate qualifications.

Parties recognize that MUNICIPALITY is a Florida municipal corporation and SOE is a state agency or subdivision as defined in Section 768.28, Florida Statutes and that nothing herein is intended to serve as a

waiver of sovereign immunity by either party for acts or omissions to which sovereign immunity applies. Furthermore, nothing herein shall be construed as consent by SOE, as a state agency or subdivision of the State of Florida, to be sued by third parties in any matter arising out of any contract.

**SECTION 23. Entirety and Amendments.** The Agreement embodies the entire agreement between SOE and MUNICIPALITY and supersedes all prior agreements and understandings relating to the conduct of elections. No modification, amendment or alteration to this Agreement shall be effective or binding unless submitted in writing and executed by duly authorized representatives of both SOE and MUNICIPALITY.

**SECTION 24. Effective Date.** The Effective Date of this Agreement shall be the latest date of execution by duly authorized representatives of SOE and MUNICIPALITY as shown on the signature page hereto.

Please initial in the appropriate columns	YES	NO
MUNICIPALITY will use current SOE Canvassing Criteria (provided).		

**IN WITNESS WHEREOF, we, the undersigned, do hereby state that we have the authority to bind and obligate as promised herein, SOE and MUNICIPALITY for purposes of executing this Agreement on the dates set forth below.**

\_\_\_\_\_  
*Signature*

**Karen Castor Dentel**

\_\_\_\_\_  
*Name (Printed or Typed)*

**Orange County Supervisor of Elections**

\_\_\_\_\_  
*Title*

\_\_\_\_\_  
*Date*

\_\_\_\_\_  
*Witness Signature*

\_\_\_\_\_  
*Witness Name (Printed or Typed)*

\_\_\_\_\_  
*Signature*

\_\_\_\_\_  
*Name (Printed or Typed)*

\_\_\_\_\_  
*Title*

\_\_\_\_\_  
*Date*

\_\_\_\_\_  
*Witness Signature*

\_\_\_\_\_  
*Witness Name (Printed or Typed)*



### Canvassing Board Criteria Chart

Vote-by-Mail	Accept	Reject	Case by Case	CB Review?
No Signature [101.68(2)(c)1], if left uncured		* X		
No signature, with cure affidavit [101.68(4)(b)]	X			
Signature does not match** [101.68(2)(c)1] [98.077(4)(a), 101.65-must match the signature on file upon return of ballot], if left uncured or incomplete cure		* X		
Signature does not match, received completed cure affidavit 101.68(2)(c)1	X			
Signature printed and does not match the signature on file [101.68(2)(c)1] [98.077(4)(a), 101.65], if left uncured/or incomplete cure		* X		
Signature printed does not match, with completed cure affidavit [101.68(4)(b)]	X			
Voter signed someone else's envelope, both voters had a request on file (only one envelope returned)	X			
Voters signed each other's envelope, both voters had a request on file (both envelopes returned)	X			
Certificate envelope has two signatures and both voters requested ballots, and both received the same card numbers	X			
Voter sends ballot in blank envelope that does not have the oath [101.64(2)]		X		
Voted wrong ballot card (voter has moved/party change <u>only one ballot card returned</u> ) [101.045] <u>If two ballot cards returned, refer to Special Instances.</u>		X		
Voter deceased or canceled since ballot returned [101.68(2)(c)2] (postmarked)	X			
Late return of vote-by-mail ballot (Except UOCAVA voters) [101.67(2)]		X		
Voted early or at the polls [101.69]		X		
Two or more vote-by-mail ballots for the same election are returned in one mailing envelope [101.68(1)(c)]		X		
<b>Vote-by-Mail - Cure Affidavit</b>				
Cure Affidavit received with Tier 1 Identification [101.68(3)(a)]	X			
Cure Affidavit received with Tier 2 Identification and the cure signature matches a signature on record. [101.68(3)(b)]	X			
Cure Affidavit received with Tier 2 Identification and the signature on the cure does not match** a signature on record.		* X		
Cure not received prior to 5PM on the 2nd day after the election.		X		
<b>First time voters who registered by mail - Special Vote-by-mail</b>				
Voter provides proper identification or indicates exemption [101.6923]	X			
Voter does not provide proper identification or indicate an exemption by 7 pm [101.6923]		X		

<b>Provisional Ballots [F.S. 101.048]</b>	<b>Accept</b>	<b>Reject</b>	<b>Case by Case</b>	<b>CB Review?</b>
Voter is eligible, signature matches, correct precinct	X			
Voter is eligible but did not have proper ID - Signature matches that on file	X			
Voter given the provisional in error--should have voted a regular ballot	X			
Voter's application was not verified by State, voter furnished additional information prior to 5 p.m. of second day. Voter deemed eligible	X			
Ballot cast in wrong precinct		X		
Voter name not found - not registered to vote		X		
Voter moved into county- Eligible, signature matches, correct precinct [101.045]	X			
Voter moved out of county		X		
Voter was canceled as a Felon or for other reasons		X		
Voter registered after the books closed		X		
Voter's application was not verified by State, voter did not furnish additional identification by 5 p.m. of the second day		X		
Voter's application was incomplete so not eligible to vote		X		
Voter's signature does not match** and voter does not sign "Signature Differs" Affidavit; but signature on Provisional matches that on file in the SOE office	X			
Voter's signature does not match and voter does not sign "Signature Differs" Affidavit; but voter completes the cure affidavit	X			
Voter's signature does not match and does not sign "Signature Differs" Affidavit; but left uncured/incomplete		X		
Voter had been sent a vote-by-mail ballot, did not surrender it, but vote-by-mail ballot not received by SOE	X			
Voter's right to vote has been challenged			X	
[PPP or Primary Only] Voter has disputed party affiliation; provisional ballot is the wrong party according to SOE research		X		
Voter has already voted by vote-by-mail or at an early voting center		X		
Voting hours extended - voter is eligible and in the correct precinct [101.049]	X			
Voting hours extended - voter is eligible and NOT in the correct precinct		X		
<b>Absentees from Overseas Voters (10 days after the election)</b>	<b>Accept</b>	<b>Reject</b>	<b>Case by Case</b>	
No Postmark or date [101.6952 and 1S-2.030]		X		
Dated or postmarked on or by election day [101.6952 and 1S-2.030]	X			
Dated on or before election day but postmarked later or no postmark	X			
Dated and postmarked after election or dated after election with no postmark		X		

### Canvassing Board Criteria Chart

<b>State Write-In Ballot 101.6951</b>	<b>Accept</b>	<b>Reject</b>	<b>Case by Case</b>	
Wait to see if we have requests - never had one			X	
<b>Special Instances</b>				
Voter submitted a voted sample ballot with clear voter intent, inside of their Certificate Envelope that has a valid signature. Duplicated ballot created.	X			
Voter's ballot delayed due to staff error.			X	
Voter changed address, sent two ballots in separate envelopes; both ballots received, correct ballot accepted	X			
[PPP or Primary only] Voter changed political affiliation, sent two ballots in separate envelopes; both ballots received, correct ballot accepted	X			
Segregated vote-by-mail received from voter pending felony final determination. Voter contact attempted. [101.67(1)(b)]			X	
Voter leaves unscanned ballot***	X			
<b>Federal Write-In Absentee Ballot [F.S. 101.6952, 102.166]</b>	<b>Accept</b>	<b>Reject</b>	<b>Case by Case</b>	<b>CB Review?</b>
Not a registered voter in the county		X		
Signed the FWAB and the signature verified, no other issues	X			
No date and no postmark - received after election day		X		
Dated or postmarked on election day or earlier	X			
No request received, FWAB returned		X		
Challenge of overseas voter based on not meeting definition of [97.021(24)]			X	
Not registered by deadline - all voters		X		
Signature Issue - Refer to vote-by-mail Section				
<p><b>10-Day Extension for Overseas Voters:</b> A federal write-in absentee ballot may not be canvassed until 7 p.m. on the day of the election. A federal write-in absentee ballot from an overseas voter in a presidential preference primary or general election may not be canvassed until the conclusion of the 10-day period specified in subsection (5). Each federal write-in absentee ballot received by 7 p.m. on the day of the election shall be canvassed pursuant to ss. 101.5614(5) and 101.68, unless the elector's official absentee ballot is received by 7 p.m. on election day. 101.6952 (2)(a) An absent uniformed services voter or an overseas voter who makes timely application for but does not receive an official absentee ballot may use the federal write-in absentee ballot to vote in any federal, state, or local election.</p>				
<p><b>*Provisional Rejection:</b> Per F.S. 101.68(4) until 5pm on the 2nd day after the election, the supervisor shall allow an elector who has returned a vote-by-mail ballot that does not include the elector's signature or whose signature does not match to submit an affidavit with copy of identification to cure.</p>				
<p><b>**Beyond reasonable doubt;</b> a finding by the Canvassing Board that an elector's signatures do not match must be by majority vote and beyond a reasonable doubt. [101.68 (2)(c)]</p>				
<p><b>***any races marked with clear voter intent are counted as votes, any unmarked races are counted as undervotes</b></p>				
<b>Date Adopted:</b>	<b>County Canvassing Board</b>			
	<b>County Judge</b>			
	<b>County Commissioner</b>			
	<b>Supervisor of Elections</b>			



## 2024-2025 MUNICIPAL ELECTION FEE SCHEDULE ORANGE COUNTY SUPERVISOR OF ELECTIONS

*Fee schedule is only applicable to actual charges for services or goods provided by the Supervisor of Elections Office. If additional services or goods are subcontracted to another party or entity, actual costs incurred will be charged.*

### ELECTION DAY SERVICES

#### 1. POLLING PLACE ELECTIONS

- A. **\$300.00 per precinct** for election and programming services, which includes ballot layout and testing, printer liaison, one (1) tabulator, eight (8) voting booths, one (1) emergency ballot box, and one (1) precinct sign
- B. **\$150.00 per each additional tabulator** that is identically programmed
- C. **\$250.00 per precinct** for the first programmed ADA Voting Equipment
- D. **\$150.00 per each additional ADA Voting Equipment** that is identically programmed
- E. **Actual costs incurred** for equipment delivery and/or pick-up (if applicable)
- F. **\$150.00 per precinct** for tablet setup, which includes two (2) ePoll Books and one (1) HDOP tablet per precinct
- G. **\$150.00 per each additional tablet setup**
- H. **\$52.50 per precinct** for Internet Mifi hotspot access
- I. **\$5.00 per precinct** for Election night results modemming
- J. **\$25.00 per Poll Worker reimbursed for personal cell phone usage**
- K. **\$65.00 per precinct** for iPad mini setup (used by Line Walker; only if requested by the municipality)

### VOTE-BY-MAIL SERVICES

#### 2. VOTE-BY-MAIL (VBM) BALLOT COUNTING

- A. **\$350.00 per election**, which includes programming of high-speed ballot counting equipment, processing of envelopes through automatic envelope openers, election setup and coordination, up to four (4) hours of tabulating time
- B. **\$50.00 per each additional hour** of tabulating time

#### 3. MAIL BALLOT ELECTIONS

- A. **\$350.00 per election**, which includes programming of high-speed ballot counting equipment, processing of envelopes through automatic envelope openers, election setup and coordination, up to four (4) hours of tabulating time, printer liaison
- B. **\$50.00 per each additional hour** of tabulating time

### EARLY VOTING SERVICES

#### 4. EARLY VOTING (EV) SITES

- A. **\$450.00 per EV site**, which includes programming and functionality of two (2) check-in station tablets, services for downloading or uploading of any necessary data
- B. **\$150.00 per each additional check-in tablet setup**
- C. **\$175.00 per EV site** for the programming, configuration, and setup of any connected printer
- D. **Actual costs incurred** for ballot-on-demand (BOD) printing, cost of paper, and toner
- E. **\$52.50 per EV site** for Internet Mifi hotspot access
- F. **\$700.00 per EV site** for the delivery and/or pick-up of any Early Voting equipment

## OTHER ELECTION CHARGES

### 5. BACK-UP POLL LIST / PRECINCT REGISTER (PL / PR)

- A. **Actual costs incurred** by a third-party print vendor
- B. **\$150.00 per precinct** setup service
- C. **\$0.20 per page** printing cost if done in-house, plus any paper costs

### 6. VBM AND EV BOD BALLOTS

- A. **\$0.2675 per ballot** for 8.5" x 11" single-sided ballots
- B. **\$0.3075 per ballot** for 8.5" x 11" double-sided ballots
- C. **\$0.2775 per ballot** for 8.5" x 17" single-sided ballots
- D. **\$0.3175 per ballot** for 8.5" x 17" double-sided ballots

### 7. VBM BALLOT MATERIALS AND HANDLING (IN-HOUSE)

- A. **\$1.95 per voter processed** plus actual postage costs incurred

### 8. VBM BALLOT MATERIALS AND HANDLING (OUTSOURCED BY SOE STAFF BASED ON WORKLOAD)

- A. **Actual costs incurred** by a third-party print vendor plus actual postage costs incurred

### 9. VERIFYING VBM SIGNATURES

- A. **\$0.10 per each signature checked**

### 10. SAMPLE BALLOTS

- A. **Actual costs incurred** by a third-party print vendor plus actual postage costs incurred

### 11. CONSUMABLE SUPPLIES

- A. **\$150.00 per precinct** for signage, forms, labels, etc.
- B. **\$240.00 per EV site** for BOD toner

### 12. NOTICE OF ELECTIONS

- A. **\$0.25 per notice** for all military and overseas voters plus actual postage

### 13. ELECTION SUPPORT OUTSIDE OF OFFICE HOURS

- A. **Direct staff costs will be charged for any extra hours** not otherwise specified herein as determined by the SOE

### 14. ATTORNEY'S FEES AND COSTS

- A. **Actual attorney's fees and costs incurred** by the SOE office will be invoiced for reimbursement to the municipality

## SALE OF VOTER LISTS

### 15. MAGNETIC MEDIUM

- A. **\$10.00 per CD**

## MUNICIPAL ANNEXATION BALLOT OR SPECIAL DISTRICT ISSUE

### 16. DIRECT STAFF COSTS

- A. **\$30.00 for each hour or partial hour** of SOE Staff member that provides services for the election; staff time charges for street changes in annexation ballot issues are directly proportional to the number of changes required and the research time for the street number ranges for each election

### 17. COUNTY CANVASSING BOARD ADS

- A. **Actual costs incurred** for any advertisement in connection with the election

### 18. IF THE ANNEXATION PASSES: VOTER INFORMATION CARDS

- A. **Actual costs incurred** for voter information cards plus actual postage costs

## OTHER MISCELLANEOUS SERVICES AND CHARGES

### 19. CANDIDATE PETITION VERIFICATION

- A. **\$0.10 per name** as provided for in Section 99.097(4), Florida Statutes

### 20. INITIATIVE PETITION VERIFICATION

- A. **\$0.40 per name** as provided for in Section 100.371(11)(b), Florida Statutes

### 21. COPIES

- A. **\$0.15 per one-sided copy**, 8.5" x 14" max size
- B. **\$0.20 per two-sided copy**, 8.5" x 14" max size

### 22. CERTIFIED COPIES

- A. **\$1.00 per page**

### 23. PRECINCT WALL MAPS

- A. **Cost determined by size per map**

### 24. VOTING BOOTH SERVICE FEES

- A. **\$6.00 for one (1) to three (3) voting booths**
- B. **\$2.00 for each additional voting booth**

### 25. EMERGENCY BALLOT BOX (EBB) SERVICE FEES

- A. **\$5.00 for one (1) to five (5) emergency ballot boxes**
- B. **\$1.00 for each additional emergency ballot box**

### 26. TABLE AND CHAIR RENTALS

- A. **\$12.00 for each table**
- B. **\$2.00 for each chair**

# Orange County Supervisor of Elections

## Updated Pay

<b>Role</b>	<b>Old Pay</b>	<b>New Pay</b>
Clerk	\$350.00	\$500.00
HDOP	\$300.00	\$450.00
VSI	\$275.00	\$425.00
ePoll Book Inspector	\$250.00	\$400.00
Deputy	\$200.00	\$350.00