



2025-2026 VOTE PROCESSING EQUIPMENT USE AGREEMENT AND ELECTIONS SERVICES CONTRACT FOR MUNICIPAL 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 Tuesday, March 10, 2026, 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 **Programming.** For each election, MUNICIPALITY shall pay SOE Three Hundred Dollars and no/100 Cents (\$300.00) for programming, ballot layout, testing and transmission of Election night results for DS300 equipment. For each election, MUNICIPALITY shall pay SOE Three Hundred Dollars and no/100 Cents (\$300.00) for programming, ballot layout, including audio files and testing for the ADA equipment.

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- 3.2 **DS300.** For each precinct, MUNICIPALITY shall pay Two Hundred Fifty Dollars and no/100 Cents (\$250.00) for the maintenance and rental of one (1) DS300 tabulator, eight (8) voting booths, one (1) Emergency ballot box and one (1) precinct sign and One Hundred Dollars and no/100 Cents (\$100.00) for each additional identically programmed DS300 tabulator. For early voting, MUNICIPALITY shall pay SOE Two Hundred Fifty Dollars and no/100 Cents (\$250.00) for maintenance and rental, and operation of each DS300 tabulator, ten (10) voting booths and one (1) Emergency ballot box and One Hundred Dollars and no/100 Cents (\$100.00) for each additional identically programmed DS300.
- 3.3 **ADA Equipment.** For each precinct, MUNICIPALITY shall pay SOE One Hundred Fifty Dollars and no/100 Cents (\$150.00) for the maintenance and rental of one (1) ADA Voting machine and Seventy-Five Dollars and no/100 Cents (\$75.00) for each additional identically programmed precinct machine. For early voting, MUNICIPALITY shall pay SOE One Hundred Fifty Dollars and no/100 Cents (\$150.00) for maintenance and rental of each ADA machine and Seventy-Five Dollars and no/100 Cents (\$75.00) for each additional identically programmed early voting machine.
- 3.4 **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 processing 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.
- 3.5 **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) Help Desk tablet per precinct. Additional ePoll books will be charged at Fifty Dollars and no/100 Cents (\$50.00) each.
- 3.6 **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.

- 4.1. **DS300.** For each early voting site other than the office of the SOE, MUNICIPALITY shall pay One Hundred Dollars and no/100 Cents (\$100.00) for each identically programmed DS300.
- 4.2 **Tablets.** For each early voting site other than the office of the SOE, MUNICIPALITY shall pay SOE Three Hundred Dollars and no/100 Cents (\$300.00) for the program and operation of two (2) check-in tablets and two (2) BOD printers and One Hundred Dollars and no/100 Cents (\$100.00) for each additional check-in tablet setup and one (1) BOD printer. Such service fee includes the downloading or uploading of any necessary data. These charges are per election.

4.3 **EV Site Setup and Breakdown.** For each early voting site other than the office of the SOE, MUNICIPALITY shall pay SOE actual cost incurred ranging between \$1,000 to \$1,500 per EV site 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 two days 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 Precinct Registers (PL/PR).** For each election, MUNICIPALITY shall promptly pay third party vendor as exclusively selected by 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 promptly pay third party vendor as exclusively selected by 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 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. SOE will provide a sample to MUNICIPALITY for review and approval prior to ordering or printing.

- 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 term 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 or recount, 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 the 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 SOE 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 MUNCIPALITY, 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 and Adopt-A-Precinct groups directly for their services at pay rates previously established by SOE. When multiple Elections are held on the same day, the backup poll worker cost will be divided amongst all Municipalities having an election.

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 any early voting, 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 and MUNICIPALITY shall agree on 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. If there is not already a polling place identified by SOE, then MUNICIPALITY shall provide a list of proposed polling places and early voting sites no later than ninety (90) 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. Should a Law Enforcement officer be requested or a required at a polling place or early voting site, the Municipality shall coordinate payment with their local Law Enforcement. If an Orange County Sheriff provides services, the Municipality shall reimburse the SOE.

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 without a Vote-by-Mail request in the municipality prior to the election including accurate polling place information. MUNICIPALITY shall provide prompt payment to the vendor as selected exclusively by SOE all costs incurred in producing and mailing sample ballots. If Municipality publishes sample ballot per Florida Statutes §.101.20, MUNICIPALITY acknowledges that a mailing to notice voters of municipal polling place change may be required to all eligible voters per Florida Statutes §101.71.

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, fax, online 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, by all available methods, including but not limited to telephone call, email, and mail, of any issues that may be susceptible to "cure" as provided by Florida law, and to account for all Vote-by-Mail Ballots.

At the request of the MUNICIPALITY, SOE 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 MUNICIPALITY. If additional staff through a temporary employment agency is required, SOE will recruit staff through the agency and MUNICIPALITY will be billed directly for the cost incurred.

The MUNICIPALITY agrees, after obtaining confirmation from its Canvassing Board, to deliver responses to the following questions regarding the directions provided from the MUNICIPALITY to the SOE regarding Vote-by-Mail ballots. MUNICIPALITY acknowledges that a direction of "no" may result in the MUNICIPALITY canvassing all Vote-by-Mail ballots without SOE staff assistance. These directions must be received by the SOE no later than the close of the municipal qualifying period for the municipal elections.

Please initial in the appropriate column	YES	NO
MUNICIPALITY will use the most current SOE Canvassing Criteria.		

SECTION 15. Transportation of Elections Equipment and Supplies. SOE will be responsible for delivery and pickup of any voting equipment. Either Friday or Monday prior to Election Day, voting equipment will be delivered by SOE, or a third-party representative of SOE. On the Wednesday or Thursday 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(s) 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. Canvassing Board activities including Logic and Accuracy testing and public viewing will be livestreamed via SOE website. MUNICIPALITY shall notice and advertise, as needed, the dates of any canvassing board meetings and provide SOE with copies of the Canvassing Board's adopted procedures (subject to reasonable approval by SOE). 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. SOE shall provide the necessary personnel to assist Municipal Canvassing Board with the conduct of 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. Audit will be livestreamed via SOE website.

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

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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. Attorney's fees incurred shall not exceed Five Thousand Dollars (\$5,000.00) without mutual agreement of the MUNICIPALITY and the SOE.; and,
- C. **Law Enforcement Officer Labor Costs.** Actual labor costs incurred for law enforcement officers monitoring the Vote-by-Mail ballot opening process, canvassing board proceedings, and audit, and escorting the transport of voted ballots.

SECTION 22. Indemnification and Hold Harmless Covenant. To the extent permitted by law, MUNICIPALITY shall 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. If any election contest pleadings are filed, MUNICIPALITY agrees to provide the SOE with a courtesy defense at no charge to the SOE provided that there is no active negligence or willful acts alleged regarding the SOE in the pleadings and there is either no conflict of interest between MUNICIPALITY and the SOE's interests or that SOE elects to waive such conflict.

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. Designation of Municipal Districts. MUNICIPALITY acknowledges that the districts for the election provided for herein shall be the current districts as they exist on the date of this Agreement, and that the SOE may rely on the current district designations established by MUNICIPALITY for the provision of assistance described within this Agreement.

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SECTION 24. Compliance with Law. As to the performance of each party's obligations of this Agreement, each party shall comply with the latest local, state, and federal guidance, rules, regulations and executive orders regarding any health, safety or welfare issue, and adjust such protocols as necessary.

SECTION 25. 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 26. 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.

[Signatures on following page.]

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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 (Type or Printed)

Orange County Supervisor of Elections

Title

Date

Witness Signature

Witness Name (Printed or Typed)

Signature

Name (Type or Printed)

Title

Date

Witness Signature

Witness Name (Printed or Typed)