

INTERLOCAL AGREEMENT FOR ELECTION SERVICES

THIS INTERLOCAL AGREEMENT (hereinafter, the “Agreement”) is made and entered into this ____ day of December, 2024 by and between the **FLAGLER COUNTY SUPERVISOR OF ELECTIONS** (hereinafter, the “Supervisor”), an elected constitutional officer, whose address is 1769 E. Moody Blvd., Building 2, Suite 101, Post Office Box 901, Bunnell, Florida, 32110 and the **CITY OF FLAGLER BEACH**, a Florida municipality, (hereinafter, the “City”), whose address is 105 S. Second Street, PO Box 70, Flagler Beach, FL 32136.

WITNESSETH

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

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

WHEREAS, the City desires the Supervisor to provide only such election services as are stated herein, subject to the terms and conditions set forth in this Agreement, for the City’s **March 4, 2025** Municipal Election (hereinafter, the “Election”); and

WHEREAS, the parties to this Agreement recognize Chapters 97 through 106, Florida Statutes shall govern the conduct of a municipality’s Election in the absence of an applicable special act, charter or ordinance provision. No charter or ordinance provision shall be adopted which conflicts with or exempts a municipality from any provision in the Florida Election Code that expressly applies to municipalities, pursuant to Section 100.3605, Florida Statutes; and

WHEREAS, the parties intend that any and all referendum ballot items shall be coordinated between the City and Supervisor in a timely manner to ensure proper placement on the ballot; and

WHEREAS, the parties desire mapping, scheduling, and other responsibilities related to the conduct of the Election to be completed cooperatively and efficiently as described herein.

IT IS THEREFORE AGREED as follows:

Section One. Recitals Incorporated. The above recitals are true and correct and form a material part of this Agreement upon which the parties have relied.

Section Two. Supervisor's Responsibilities. The Supervisor shall:

1. Schedule necessary advertising with the News-Journal, excluding the Notice of Election and the 3rd and 5th week referendum advertisements, which shall be the responsibility of the City as provided below.
2. Translate ballot content into the Spanish language, as required by law.
3. Upon receiving the ballot-approved information provided by the City via email, the Supervisor will lay out the ballot, prepare the proof, and order the ballots.
4. Provide the City with a ballot proof for approval prior to printing ballots.
5. Arrange for Election night personnel support, program the tabulators, test the system, and provide Election results.
6. Provide supplies for the conduct of the Election including sufficient voting equipment and supplies for the polling places. Should a change of polling location become necessary, the Supervisor is responsible for mailing "Polling Place Change Notices" to affected voters, the cost of which shall be reimbursable to the Supervisor.
7. Provide precinct registers with alphabetical listing of those electors eligible to vote in the Election.
8. Provide an alphabetized street index to the precinct clerk.
9. Select, train, and pay poll workers.
10. Have complete responsibility for printing, handling, distribution and tabulation of ballots.
11. File with the Division of Elections the parameters used in the advertised Logic and Accuracy Test.

12. Notify the City of the time, date and place for the Logic and Accuracy Test of the voting tabulation equipment as well as the time, date and place for all public Canvassing Board Meetings. The Canvassing Board Meetings shall be conducted at the Supervisor of Elections Office located at 1769 E. Moody Blvd., Bldg. #2, Suite 101, Bunnell, FL 32110 as outlined below:

The time(s), date(s) for the Canvassing Board Meetings shall be:

Logic and Accuracy Test of the Voting System:

Tuesday February 11, 2025 at 10:00 a.m.

Canvass Absentee Ballots:

Wednesday February 26, 2025 at 10:00 a.m.

Unofficial Results on Election Night (may include Official Results & Certification if no Provisional Ballots):

Tuesday March 4, 2025 at 12:00, 6:00 and 7:00 p.m.

Canvass of Provisional Ballots, Official Results (only if needed):

Friday March 7, 2025 at 1:00 p.m.

Manual (Post) Audit:

Wednesday March 12, 2025 at 10:00 a.m.

13. Certify the name(s) of the poll watcher(s) designated and approved for the voting area to the City Clerk on or before Noon on February 24, 2025 as required under Florida Statutes.
14. The Supervisor will allow the use of online campaign finance reporting for City candidates in accordance with Section 2-17 of the Code of Ordinances, City of Flagler Beach, Florida. The filing status of candidate financial reports may be found on the Supervisor's website at www.FlaglerElections.gov.
15. Campaign finance questions issued to the Supervisor's office will be answered by the Supervisor, or his or her designee, and written questions and responses will be forwarded to the City Clerk.
16. The supervisor shall place City candidate biography submissions on the Supervisor's website.

17. Accept all requests for absentee ballots by telephone, mail, facsimile, email, or in person. The supervisor also agrees to send absentee and overseas ballots as requested by registered voters; to receive and securely store any voted absentee ballots; to verify the signatures on any returned voted absentee ballot certificates; and to account for all absentee ballots.
18. Coordinate the production and mailing of sample ballots to all registered voters in the City. Sample ballots shall be provided by mail to each registered elector or to each household in which there is a registered elector at least 7 days before an election.
19. Charge each candidate 10 cents (\$0.10) per candidate petition and advise the City Clerk and/or candidate of the number of accepted petitions upon completion of the review. The Supervisor will send a Certification of Petitions to each candidate with a copy to the City Clerk. Once verified, the supervisor shall provide all City candidate petitions to the City Clerk.
20. Provide a final tally of Election results in printed format to the City.
21. Record this Agreement in the Official Records of Flagler County, Florida.

Section Three. City's Responsibilities. The City shall:

1. Fully execute and return the Interlocal Agreement to the Supervisor on or before December 27, 2024.
2. Upon execution of the Interlocal Agreement:
 - A. Pay an initial deposit of two thousand five hundred dollars (\$2,500.00) towards the costs of the Election and issue said funds to the Supervisor of Elections on or before December 27, 2024.
 - B. Pay the balance of all actual costs or obligations of Election services to the Supervisor of Elections within thirty (30) days of receiving an itemized invoice from the Supervisor of Elections.
3. Designate the City Clerk and Deputy City Clerk as the City employees to coordinate with the Supervisor of Elections. City Employees will not provide personnel support or act as "runners" for the polls during the Election.

4. Furnish to the Supervisor on or prior to December 27, 2024 an updated City map, in electronic Shape File format, including all annexations or contractions so as to properly identify all eligible voters. Once the map has been received and the data entered, the Supervisor will generate a municipal boundary map for approval by the City. The City must provide written approval of their municipal boundaries generated by the Supervisor's GIS system. If the map cannot be provided in electronic format, the City must provide written approval of their municipal boundaries generated by the Supervisor's GIS system. The City Clerk shall approve or reject the municipal boundaries by way of facsimile or e-mail to the Supervisor's office no later than 7 days following delivery of such municipal boundaries by the Supervisor.
5. Provide candidate handbooks and necessary materials to candidates prior to qualifying; qualify any and all candidates and receive candidate and/or committee finance reports. The City will furnish to the Supervisor the list of certified candidates, along with copies of the Candidate's Loyalty Oath's **immediately following** of the close of the qualifying period.
6. Provide to the Supervisor on or before Noon on the last day of candidate qualifying all referendum ballot items to ensure proper placement on the ballot. Ballot items may not be added or amended later than the last day of qualifying. The approved ballot data provided to the Supervisor of Elections office shall be in Microsoft Word format for the preparation of the ballot proof. The City Clerk shall approve or reject the ballot proof by way of facsimile or e-mail to the Supervisor's office no later than 24 hours following notification by the Supervisor.
7. Pay the costs incurred by the Supervisor for the scheduling, training and preparing payroll of all poll workers, including supplies and instructional materials and manuals.
8. Pay ballot printing invoice(s) directly to the printer, if applicable. Shipping charges may not be included with the invoice from the printer. In that event,

the shipping charges will be billed separately and will appear on the itemized Statement of Account provided to the City by the Supervisor.

9. Coordinate with the Supervisor the placement of all required legal advertisements. The City shall publish the Notice of Election and 3rd and 5th week referendum advertisements, if required.
10. Select Canvassing Board Members, confirm members' availability to attend in writing, and notify the Supervisor of Elections office no later than 4:30 p.m. Friday, December 27, 2024, of the names of the Canvassing Board Members.
11. Provide written notification of the Canvassing Board schedule, which shall include the logic and accuracy testing, during candidate qualifying or by certified mail to each political party chair and all candidates on or before January 31, 2025.
12. Pay costs involved to repair any equipment damaged during the City Election, including shipping, to the extent not covered and paid by any insurance.
13. Turn over all requests for Vote-By-Mail ballots to the Supervisor on a daily basis by 4:30 pm. The deadline to accept Vote-By-Mail ballot requests is February 20, 2025.
14. Assist in locating and securing an emergency alternative polling location, should the Flagler Beach City Hall Commission Room (105 S. Second Street) become unavailable and reimburse the Supervisor the cost of printing and posting such notice of relocation.
15. Submit the name(s) of the proposed poll watcher(s) to the Supervisor on or before February 18, 2025, at Noon for the Supervisor of Elections to certify and include a list with the precinct supplies as required under Florida Statutes.
16. Should the City request any additional and/or deletions of provisions of this Agreement, and should such requests require the Supervisor to seek the consultation and/or advice of legal counsel, the City shall assume the responsibility for all legal fees.

17. The City shall be responsible for confirming the accuracy of all dates and times and any information contained herein to ensure compliance with the City Charter and the Florida Statutes.
18. Accept release of City Election records no later than 10 days after the Certification of Election.

Section Four. Miscellaneous Provisions.

1. The parties understand and agree that the Election shall not have an early voting period.
2. Each party, to extent permitted by Section 768.28, Florida Statutes, agrees to indemnify and hold harmless the other party, its officers, agents and employees, from and against any and all claims, damages, injuries, losses and expenses, including reasonable attorney's fees, arising out of or relating to that party's actions or omissions arising out of this Agreement and the actions or omissions of the party's officers, agents and employees; provided, however, that neither party waives sovereign immunity hereby as to third parties.
3. The terms of this Agreement cannot be altered without the prior written consent of both parties.
4. The Agreement shall become effective upon recordation in the Official Records of Flagler County and shall be in effect only for the 2025 City of Flagler Beach Municipal Election to be held on March 4, 2025 and to be canvassed and certified as provided by law. This Agreement shall be made a part of the City Commission minutes.

IN WITNESS WHEREOF, the parties hereto affix their hand and seal this _____ day of December, 2024.

FLAGLER COUNTY SUPERVISOR OF ELECTIONS

Witness (*signature*)

Print Name

The Honorable Kaiti Lenhart
Supervisor of Elections

Witness (*signature*)

Print Name

CITY OF FLAGLER BEACH

ATTEST:

Patti King
Mayor

Penny Overstreet, City Clerk