

INTERLOCAL AGREEMENT FOR ELECTIONS SERVICES

THIS INTERLOCAL AGREEMENT for Election Services (the "Agreement"), made and entered into this 18th day of Jan., 2018, by and between the **CITY OF LAKE CITY**, a Florida municipal corporation (the "City") with administrative offices located at 205 N. Marion Avenue, Lake City, FL 32055, the **SUPERVISOR OF ELECTIONS** of Columbia County, Florida (the "Supervisor") with administrative offices located at 971 W. Duval Street, Suite 102, Lake City, FL 32055, and **COLUMBIA COUNTY**, a political subdivision of the State of Florida (the "County") with administrative offices located at 135 NE Hernando Avenue, Suite 203 Lake City, FL 32056, and (each at times referred to as a "Party or Parties").

WITNESSETH:

WHEREAS, the County owns certified voting equipment; and

WHEREAS, the Supervisor is the custodian of the certified voting equipment, maintains the voters' registry and has the staff, training and resources to run elections; and

WHEREAS, the City desires to have the Supervisor conduct its general and special elections and that providing for such is the most efficient use of public resources; and

WHEREAS, the County and the Supervisor desire to ensure that the City reimburses the costs of City elections consistent with State Law; and

WHEREAS, the Florida Election Code, chapters 97 through 106, Florida Statutes, the Florida Division of Elections Administrative Rules and any applicable special acts, city charter or ordinance shall govern the conduct of City elections,

NOW, THEREFORE, in consideration of the premises and covenants set out below, and other valuable considerations received each party from the other, it is acknowledged and agreed by the parties as follows;

1. The recitals contained in the preamble of this Agreement are declared to be true and correct and are hereby incorporated into this Agreement.
2. Pursuant to the requirements of §163.01., Fla. Stat., the County, the City, and the Supervisor hereby establish a formal arrangement for the conduct of and payment for City elections.
3. Pursuant to Florida Statutes, the Board of County Commissioners has authorized the use of voting equipment subject to the terms and conditions set forth in this Agreement.
4. Pursuant to Florida Statutes, including §101.34, Fla. Stat., the Supervisor is the legal custodian of the Columbia County voting equipment and is charged with the responsibility for the custody and maintenance of the equipment.
5. Each ballot item shall be coordinated between the City and the Supervisor in a timely manner to ensure proper placement on the ballot.
6. The Supervisor will provide the same election services for the City's elections as are provided to other governmental entities within Columbia County. Each party is responsible for coordinating with the other parties to the Agreement to ensure accurate City boundaries, legal descriptions, house numbering, street names and other like matters are identified and resolved to facilitate the identification of all eligible City voters.
7. The parties to the Agreement, their respective elected officials, officers and employees shall not be deemed to assume any liability for the acts, omissions or negligence of the other party. Each Party is a local government body of the State of Florida as defined in Section 768.28, Florida Statutes, and agrees to be fully responsible for its own negligent acts or omissions or tortuous acts which result in claims or suits against any of the other parties to this Agreement and shall be fully liable for any damages proximately caused by those acts or omissions. Nothing in this Agreement is intended to serve as a waiver of sovereign immunity.
8. The City agrees to do the following:
 - A. Not call any special election nor set any election date without 60 days prior written notice as to a proposed special election or election date, to ensure availability of election services and equipment. The Supervisor and the City may mutually agree to a shorter period of notice as special circumstances may warrant. Prior consultation shall take place before making such agreement. The Supervisor of Elections reserves the right to decline election services to

the City when the totality of the circumstances makes conducting an election impractical. In such an event, the Supervisor will put the City on notice within 5 business days of the request for services by the City.

- B. Pay the Supervisor or County where appropriate, \$12,000.00 per election cycle for all City primary, general, runoff and recount elections. The City shall pay the actual costs of any special election conducted pursuant to paragraph 8.A. All payments shall be made in accordance with the Local Government Prompt Payment Act, §§218.70-218.80, Fla. Stat.
 - C. Whenever possible and except as required by the City Charter, schedule City special elections so they may be held concurrently with regularly scheduled elections or other special elections.
 - D. Notify City Canvassing Board members of the time and date for the Logic and Accuracy Test of the voting tabulation equipment and provide the Supervisor with the name(s) of the Canvassing Board representative(s) if applicable.
 - E. The City Clerk shall coordinate with the Supervisor regarding the elections process.
 - F. Serve as the qualifying officer for candidates for City elections.
 - G. Publish legal advertisements for City elections.
 - H. Serve as the repository of campaign finance reports.
9. The Supervisor agrees to do the following:
- A. Assist with information and forms as requested.
 - B. Lay out the ballot, prepare and proof and after coordination with the City, order the ballot printing, including vote-by-mail ballot materials.
 - C. Arrange for election night support, program the tabulation system, test the system, and provide certified election results, as counted by the County canvassing board, to the City after 5:00 p.m. either two days after a primary election in accordance with F.S. 97.053(6) or ten days after a general election in accordance with F.S. 101.6952(5).
 - D. The Supervisor will provide unofficial results for City elections to the City Clerk not later than 11:30 a.m. the morning following an Election Day.
 - E. Provide any pertinent available operating supplies for the conduct of the City election.
 - F. Furnish and arrange sufficient voting equipment to the polling site(s).
 - G. Provide Precinct Register/Polling Lists (PR/PL's) with alphabetical listings of those electors eligible to vote in the election.
 - H. Train all poll workers. No other party to this agreement shall perform training of poll workers in connection with any election completed pursuant to this agreement.
 - I. Send to the Division of Elections the required ballot tabulation program log and parameters used in the duly advertised Logic and Accuracy Test.
 - J. Bill the City for election costs incurred.
 - K. Have responsibility for handling and tabulation of vote-by-mail ballots as well as mailing and coordination of vote-by-mail ballot materials to absentee voters.
 - L. Conduct all City elections in compliance with State Law. The Supervisor shall make every effort to facilitate the City's compliance with its Charter, however, State Law shall control in the event of any conflict arising between State Law and the City Charter.
10. The County agrees to the use of the County-owned voting equipment by the City for City election purposes.
11. The Agreement shall become effective upon execution by all parties and filing with the Clerk of the Court of Columbia County, Florida pursuant to §163.01(11), Fla. Stat. The Supervisor shall be responsible for filing a fully executed copy of this Agreement with the Clerk of the Court of Columbia County, Florida.
12. This Agreement shall be in effect for one year from the date of filing with the Clerk of the Circuit Court of Columbia County, Florida, and shall be automatically renewed each year thereafter. However, any party to the agreement may terminate the agreement by providing ninety (90) days written notice to each party to the agreement.

13. If the parties to this Agreement are involved in litigation with any person or persons not a party to this Agreement, and if his/her liability is found to exist because of a default or breach of this Agreement, the defaulting or breaching party shall be responsible for such liability.

IN WITNESS WHEREOF, the parties affix their hand and seal this 5th day of Feb, 2018.

Adopted by the City Council for the City of Lake City on the 5th day of Feb, 2018.

CITY OF LAKE CITY, a Florida municipal corporation

Mayor:

By: Stephen M Witt

Print: Stephen M. Witt

ATTEST:

City Clerk:

By: Audrey Sikes

Print: Audrey Sikes

Approved by the Columbia County Supervisor of Elections this 14th day of Jan, 2018.

By: Elizabeth "Liz" P. Horne

Print: Elizabeth "Liz" P. Horne, Supervisor of Elections

Adopted by the Columbia County Board of County Commissioners on the 18th day of Jan, 2018.

COLUMBIA COUNTY BOARD OF COUNTY COMMISSIONERS

Chairman:

By: Tim Murphy

Print: Tim Murphy

ATTEST:

Columbia County Clerk of Courts:

By: P. Dewitt Cason

Print: P. Dewitt Cason

APPROVED AS TO FORM AND LEGALITY

By: FREDERICK L. KOBERLEIN, JR.
City Attorney

CITY COUNCIL RESOLUTION NO. 2018-005

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LAKE CITY, FLORIDA, AUTHORIZING THE CITY TO ENTER INTO AN INTERLOCAL AGREEMENT WITH THE SUPERVISOR OF ELECTIONS AND COLUMBIA COUNTY FOR ELECTION SERVICES.

WHEREAS, Columbia County ("County") owns certified voting equipment;
and

WHEREAS, the Supervisor of Elections ("Supervisor") is the custodian of certified voting equipment, maintains the voters' registry and has the staff, training and resources to run elections; and

WHEREAS, the City desires to have the Supervisor conduct its general and special elections by entering into an Interlocal Agreement, copy of which, while not attached to this resolution, is on file in the office of the City Clerk and by this reference made a part of this resolution (the "Interlocal Agreement").

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF LAKE CITY, FLORIDA, AS FOLLOWS:

Section 1. The above recitals are all true and accurate and are hereby incorporated in this resolution.

Section 2. The City is hereby authorized to enter into the Interlocal Agreement with the Supervisor.

Section 3. The City Clerk and City Attorney are authorized to make such

reasonable changes and modifications to Interlocal Agreement as may be deemed necessary to be in the best interest of the City and its citizens. The Mayor is authorized and directed to execute and deliver Interlocal Agreement in the name and on behalf of the City, with such changes, amendments, modifications, omissions, and additions made by the City Clerk and City Attorney, if any. Execution by the Mayor and Supervisor shall be deemed to be conclusive evidence of approval of such changes, amendments, modifications, omissions, and additions, if any.

PASSED AND ADOPTED at a meeting of the City Council this 5th day of February, 2018

CITY OF LAKE CITY, FLORIDA

BY: Stephen M. Witt
Stephen M. Witt, Mayor

ATTEST:

Audrey E. Sikes
Audrey E. Sikes, City Clerk

APPROVED AS TO FORM AND
LEGALITY:

Frederick L. Koberlein, Jr.
Frederick L. Koberlein, Jr.,
City Attorney