

**MUNICIPAL ELECTION AGREEMENT
FOR ELECTION SERVICES BY AND BETWEEN
THE MARION COUNTY SUPERVISOR OF ELECTIONS AND
THE CITY OF OCALA, FLORIDA**

THIS AGREEMENT is made and entered into this 18th day of February, 2020, effective 2/28/, 2020, by and between the Marion County Supervisor of Elections, an elected constitutional officer (hereinafter "SOE"), and the City of Ocala (hereinafter the "Municipality"), a municipal corporation, chartered and organized in accordance with the laws of the State of Florida.

WHEREAS, Chapters 97-106, Florida Statutes, constitutes the Florida Election Code, which applies to municipalities; and

WHEREAS, Section 100.3605, Florida Statutes, provides that the Florida Election Code applies to a municipality's election in the absence of any special act, charter or ordinance; and

WHEREAS, the Municipality has requested the assistance of the SOE in conducting the Municipal election the SOE is agreeable to providing such election services; and

WHEREAS, the Municipality and the SOE want to work together to provide for municipal elections and to allocate responsibilities, costs and terms between the parties to ensure that all applicable laws, rules, special acts, charters or ordinances are followed.

IT IS HEREBY AGREED, in consideration of the mutual covenants and promises contained in this agreement, and for other good and valuable consideration including the mutual benefits of the parties, as follows:

1. PURPOSE

This Agreement sets forth the terms and conditions under which services will be provided by the SOE to the Municipality for municipal elections and to set forth the responsibilities of both parties so that there is a clear understanding of the rights and responsibilities of all parties. Such rights and responsibilities shall apply to a General, Primary, Run-Off, Special and Recount election as necessary as well as to the Post Election Audit, unless otherwise stated hereinafter.

2. DATE(S) OF ELECTION(S)

The date(s) of the subject election(s) will be determined and agreed to prior to the date of the election(s). The Municipality shall not call any Special election, or set any election date, without 75 days prior written notice of the proposed election to the SOE.

3. FEES AND CHARGES TO BE PAID BY THE MUNICIPALITY

The Municipality shall pay the SOE, as billed, for all municipal elections (including special elections, recounts, annexation elections or mail ballot elections). If the Supervisor of Elections is designated as the qualifying official, the Municipality will be responsible for those costs also. If a Municipal election coincides with a scheduled County election, the Municipality shall be responsible only for the additional costs caused by the Municipal election.

These costs include, but are not limited to:

- a. If a Municipal election is held in conjunction with a scheduled county election, the municipality shall be charged an election costs fee of \$.75 per eligible, registered voter with a minimum charge of \$800. This fee is comprised of costs as defined in section 97.021(12), F.S. In addition, the Municipality will be responsible for any actual costs of printing and handling of additional ballot pages if any Municipal ballot contest or measure results in the county's ballot extending an additional pages(s).
- b. A Municipal election that is held separately ("stand alone") from a county election will result in the Municipality being billed for total actual costs incurred by the SOE in the conduct of election.
- c. A base election cost fee of \$800 will be charged to the Municipality by the SOE if a qualifying period should result in no Municipal contest or ballot issues. This election cost fee covers all advertising, materials and other incidental costs, as provided by section 97.021(12), F.S

4. SOE RESPONSIBILITIES FOR MUNICIPAL ELECTIONS

1. SOE is to survey, contract and reimburse all polling places to include testing of phone lines. Insurance coverage is to be provided by the Municipality for "stand alone" elections, otherwise, the SOE is to provide insurance coverage for polling places and poll workers at all relevant times.
2. SOE is to determine eligible election workers, schedule, train and pay the election workers.
3. SOE is to approve and schedule poll watchers.
4. SOE is to provide all advertising as required by Florida Law.
5. SOE will provide verification of candidate petitions
6. SOE is to conduct absentee voting for the municipal elections
7. SOE is to conduct early voting, if applicable.
8. SOE is to compile election results and provide results to the City Council.
9. SOE is to conduct testing of voting system equipment.
10. SOE is to conduct any required audits, with one member of the canvassing board to be present at all times.
11. SOE is to provide security procedures for Municipal elections as required by Florida law.

12. SOE shall administer an electronic filing system pursuant to Chapter 106, Florida Statutes, inclusive of such uniform procedures and forms as may be necessary and appropriate for the implementation thereto pursuant to Florida Statute §106.0705.

5. MUNICIPALITY RESPONSIBILITIES FOR MUNICIPAL ELECTIONS

1. The Municipality shall assure all political boundaries are accurate, up to date and provided timely to the SOE.
2. Municipality is responsible for all advertising required by City Charter or other local requirement that is outside of the advertising required by Florida law.
3. Municipality is to provide a certified listing of qualified candidates and ballot language in a timely manner to the SOE.

6. INDEMNITY

Each party to this Agreement shall be liable for its own actions and negligence. To the extent permitted by law, the Municipality shall indemnify, defend and hold harmless SOE against any actions, claims or damages arising out of the Municipality's negligence in connection with its performance under this agreement; and the SOE shall indemnify, defend and hold harmless the Municipality against any actions, claims or damages arising out of the negligence of the office of the SOE in connection with its performance under this Agreement. The foregoing indemnification shall not constitute a waiver of sovereign immunity, nor the damages limits set forth in Florida Statute 768.28. The Municipality shall defend legal challenges relating to its municipal election and shall be fully responsible for all legal costs for such defense of the Municipality and the SOE.

7. TERM

This Agreement shall begin on the effective date 2/28/2020 and continue for a term of two (2) years. It shall be automatically renewed in accordance with the same terms and conditions set forth herein or may be modified by mutual agreement of the parties. This Agreement may be terminated by either party by providing thirty (30) days written notice.

8. CHANGES IN LAW

In the event a change in law abrogates or modifies any provisions or applications of this Agreement, the parties agree to enter into good faith negotiations and use their best efforts to reach a mutually acceptable modification of this Agreement.

9. MODIFICATIONS

This is the complete and final agreement between the parties. No representations other than those set forth herein shall be binding upon the parties. No modifications of this agreement shall be effective unless submitted in writing and signed by both parties.

10. NOTICES

All formal notices affecting the provisions of this Agreement may be delivered in person or sent by facsimile, registered mail or a recognized overnight courier, to the individual designated below:

For the SOE:
Wesley Wilcox, CERA
Marion County Supervisor of Elections
981 NE 16th Street
Ocala, FL 34470

For the Municipality
Angel Jacobs
Clerk, City of Ocala
110 SE Watula Avenue
Ocala, Florida 34471

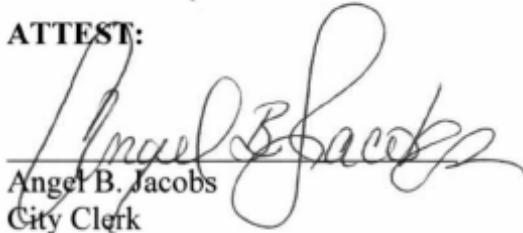
11. SEVERABILITY

If any clause, section or provision of this Agreement shall be declared unconstitutional, invalid or unenforceable for any cause or reason, the remaining portion of this Agreement shall remain in full force and effect.

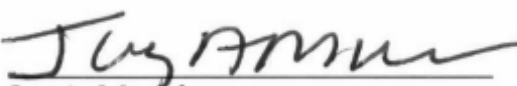
IN WITNESS WHEREOF, the parties hereto have entered into this Agreement effective

2/28/2020


ATTEST:


Angel B. Jacobs
City Clerk

CITY OF OCALA



Jay A. Musleh
President, Ocala City of Council

Approved as to form and legality


Robert W. Batsel, Jr.
Assistant City Attorney



SUPERVISOR OF ELECTIONS


Wesley Wilcox
Marion County Supervisor of Elections

ACCEPTED BY CITY COUNCIL
February 18, 2020
DATE
OFFICE OF THE CITY CLERK