

RESOLUTIONS NO. 2014- 54

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY, FLORIDA, APPROVING AN INTERLOCAL AGREEMENT BETWEEN THE SUPERVISOR OF ELECTIONS OF ST. JOHNS COUNTY, FLORIDA AND THE BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY; AUTHORIZING THE COUNTY ADMINISTRATOR, OR HIS DESIGNEE, TO EXECUTE SAID DOCUMENT; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, Section 101.001, Florida Statutes, requires the Supervisor of Elections (Supervisor) to designate a polling place at a suitable location within each voting precinct in St. Johns County (County); and

WHEREAS, Section 101.71, Florida Statutes, provides that “public, tax-supported buildings shall be made available for use as polling places upon the request of the supervisor of elections”; and

WHEREAS, the Supervisor has requested that the County make certain County-owned properties (the Properties) available for use as polling places; and

WHEREAS, the County is authorized pursuant to Section 163.01, Florida Statutes, also known as the Florida Interlocal Cooperation Act of 1969 (the Act), is authorized to grant use rights in County property to any other public agency without consideration when it determines that such use would be in the public interest; and

WHEREAS, the Supervisor is a public agency under the Act; and

WHEREAS, the County has determined that it is in the public interest to allow the Supervisor to use the Properties as polling places; and

WHEREAS, the County and the Supervisor desire to set forth their respective rights and obligations with respect to the Supervisor’s use of the properties.

NOW THEREFORE BE IT RESOLVED by the Board of County Commissioners of St. Johns County, Florida, that:

Section 1. The above Recitals are hereby adopted as Findings of Fact.

Section 2. The Board of County Commissioners of St. Johns County hereby approves the terms, provisions, conditions, and requirements of the Interlocal Agreement between the Supervisor and the County.

Section 3. The County Administrator, or his designee, is hereby authorized to execute the Interlocal Agreement on behalf of the County for the purposes mentioned above.

Section 4. To the extent that there are typographical and/or administrative errors and/or omissions that do not change the tone, tenor, or context of this Resolution, then this Resolution may be revised without subsequent approval of the Board of County Commissioners of St. Johns County.

PASSED AND ADOPTED by the Board of Board of County Commissioners of St. Johns County, Florida this 4~~th~~ day of March 2014.

ATTEST: Cheryl Strickland, Clerk

By: *Pam Helterman*
Deputy Clerk

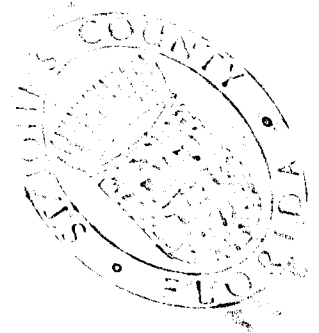
Effective Date: 3/4/14

BOARD OF COUNTY COMMISSIONERS OF
ST. JOHNS COUNTY, FLORIDA

By: *J. H. Morris*
John H. Morris, Chair

Rendition Date: 3/6/14

T/Resolutions/SOE polling place ILA



**INTERLOCAL AGREEMENT BETWEEN ST. JOHNS COUNTY AND
THE ST. JOHNS COUNTY SUPERVISOR OF ELECTIONS**

This Interlocal Agreement is entered into this _____ day of _____, 2014 between St. Johns County, Florida (the County) and the St. Johns County Supervisor of Elections (the Supervisor).

Recitals

WHEREAS, Section 101.001, Florida Statutes, requires the Supervisor to designate a polling place at a suitable location within each voting precinct in the County; and

WHEREAS, Section 101.71, Florida Statutes, provides that “public, tax-supported buildings shall be made available for use as polling places upon the request of the supervisor of elections”; and

WHEREAS, the Supervisor has requested that the County make certain County-owned properties (the Properties) available for use as polling places; and

WHEREAS, the County is authorized pursuant to Section 163.01, Florida Statutes, also known as the Florida Interlocal Cooperation Act of 1969 (the Act), is authorized to grant use rights in County property to any other public agency without consideration when it determines that such use would be in the public interest; and

WHEREAS, the Supervisor is a public agency under the Act; and

WHEREAS, the County has determined that it is in the public interest to allow the Supervisor to use the Properties as polling places; and

WHEREAS, the County and the Supervisor desire to set forth their respective rights and obligations with respect to the Supervisor’s use of the properties.

NOW THEREFORE, it is agreed as follows:

1. Authority.

This agreement is entered into pursuant to the terms of the Act and the constitutional and statutory powers of the County and the Supervisor.

2. Duration.

This agreement shall remain in effect until it is terminated in writing by either party.

3. Effect of Recitals.

The recitals set forth above are adopted as findings of fact and incorporated into this agreement.

4. Properties Used As Voting Locations.

The Supervisor shall submit a list of properties to be used as voting locations for early voting, general elections, and special elections to the County at least 180 days prior to any scheduled election date, or in the case of a special election called with less than 180 days notice, as soon as is reasonably practicable after receiving notice of the special election date.

5. Supervisor to Notify County of Election Dates.

The Supervisor shall notify the County of scheduled election dates at least 180 days prior to the election. If a special election is called with less than 180 days notice, the Supervisor shall notify the County as soon after it receives notice of the special election date as is reasonably practicable.

6. Elections.

A. The County shall permit the Supervisor to have access to the Properties prior to any scheduled election in order to set up election supplies and voting equipment. The Supervisor shall coordinate times for delivery and set-up of election supplies and voting equipment with each polling place.

B. Upon request by the Supervisor, the County shall provide access to a secured room for the purpose of storing election supplies and voting equipment prior to the election.

C. Upon request by the Supervisor, the County shall supply tables and chairs for use by poll workers.

D. Upon request by the Supervisor, the County shall provide access to a telephone in the polling room for use by election officials.

E. On an election day, the Supervisor's poll workers may access the Properties a minimum of one hour before the polls open. The County, at its option, may either provide a key to the Supervisor for access to the voting facility or instruct a County employee to provide the Supervisor access to the facility. If the County provides a key to the Supervisor for access to the facility, the Supervisor shall securely store the key and shall return it to the County following the election.

F. The Supervisor may access the Properties following the election to pick up election supplies and voting equipment.

7. Early Voting.

A. The Supervisor shall notify the County of the dates and times for early voting at least 180 days prior to the beginning of early voting. If a special election is called with less than 180 days notice, the Supervisor shall notify the County of the dates and times for early voting as soon after it receives notice of the special election date as is reasonably practicable.

B. The Supervisor shall coordinate times for delivery and set-up of election supplies and voting equipment with each polling place with each Early Voting Location.

C. The provisions of subsections 6.B, C, and D of this Agreement shall apply with respect to Early Voting Locations.

D. On each day of early voting, the Supervisor's poll workers may access the Early Voting Locations a minimum of one hour before the polls open for early voting. The County, at its option, may either provide a key to the Supervisor for access to the voting facility or instruct a County employee to provide the Supervisor access to the facility. If the County provides a key to the Supervisor for access to the facility, the Supervisor shall securely store the key and shall return it to the County following the election.

8. Solicitation.

A. The County acknowledges that on any voting day, solicitation activities that are protected under the First Amendment of the United States Constitution may take place on the Properties, including solicitation of signatures for petitions, distribution of campaign literature, and the posting of campaign signs.

B. In accordance with the requirements of Section 102.031, Florida Statutes, before the polls are opened, the Supervisor shall designate a no-solicitation zone 100 feet from the entrance to the voting facility and shall mark its boundaries. The Supervisor shall make arrangements to monitor the no-solicitation zone during the election.

9. Access to Polling Room.

Access to the polling room or any early voting area during voting hours shall be restricted to the following:

- A.** Official poll watchers;
- B.** Inspectors;
- C.** Election clerks;

- D. The Supervisor of Elections or any deputy Supervisor of Elections;
- E. Persons there to vote, persons in the care of a voter, or persons caring for a voter;
- F. Law enforcement officers or emergency services personnel there with permission of the election clerk or a majority of inspectors; and
- G. A person, whether or not a registered voter, who is assisting with or participating in a simulated election for minors, as approved by the Supervisor.

10. Notice.

Any notice sent pursuant to this agreement shall be sufficient if sent by regular U.S. Mail to the following addresses:

- A. St. Johns County: Jerry Cameron
Assistant County Administrator
500 San Sebastian View
St. Augustine, FL 32084

Office of the County Attorney
500 San Sebastian View
St. Augustine, FL 32084

- B. Supervisor: Vicky Oakes
Supervisor of Elections
4455 Avenue A, #101
St. Augustine, FL 32095

11. Amendment.

Any amendment to this Agreement or its exhibits shall be in writing and shall not be effective until executed by both parties.

12. Termination.

A. This Agreement may be terminated without cause upon either the County or the Supervisor providing at least 90 days advance written notice to the other party. The notice shall indicate the County's or the Supervisor's intent to terminate this Agreement no sooner than 90 days from the date of the notification.

B. This Agreement may be terminated with cause upon either the County or the Supervisor providing at least 30 days advance written notice to the other party. The notice shall include the exact cause for termination and the effective date of termination

unless, prior to the termination date, the party seeking termination for cause provides an opportunity to cure or correct the condition as specifically described in the notice.

C. Notwithstanding any other provision of this section, if a notice of termination, either with or without cause, is served 180 days or less prior to an election day or early voting day, the termination shall not be effective until after the conclusion of the election.

13. Indemnity.

To the extent permitted by law, the Supervisor shall indemnify, defend, and hold the County, its officials, agents, and employees harmless from and against all claims, losses, costs (including attorneys' fees), suits, administrative actions, arbitration, or mediation originating from, or associated with, or growing out of, the Supervisor's negligent or intentional acts or omissions under this Agreement. Nothing contained in this Agreement shall be construed or interpreted to constitute a waiver of sovereign immunity as provided under Section 768.28, Florida Statutes.

14. Public Records.

The cost of reproduction, access to, disclosure, non-disclosure, or exemption of records, data, documents, and/or materials, associated with this Agreement shall be subject to the applicable provisions of the Florida Public Records Law (Chapter 119, Florida Statutes), and other applicable State and Federal provisions. Access to such public records, may not be blocked, thwarted, and/or hindered by placing the public records in the possession of a third party, or an unaffiliated party.

15. Governing Law and Venue.

This Agreement shall be construed according to the laws of the State of Florida. Venue for any administrative or legal action arising under the Agreement shall be in St. Johns County, Florida.

16. Compliance with Local, State, and Federal Laws.

Both the County and the Supervisor, in performing under this Agreement, shall abide by, and comply with, all applicable laws, rules, regulations, orders, and policies, of the local, state, and federal governments.

17. Severability.

If any word, phrase, sentence, part, subsection, section, or other portion of this Agreement, or any application thereof, to any person or circumstance is declared void, unconstitutional, or invalid for any reason, then such word, phrase, sentence, part, subsection, other portion, or the proscribed application thereof, shall be severable, and the

remaining portions of this Agreement, and all applications thereof, not having been declared void, unconstitutional, or invalid shall remain in full force and effect.

18. Force Majeure.

Neither the County nor the Supervisor shall be held in non-compliance with the this Agreement, nor suffer any enforcement or penalty relating to this Agreement where such non-compliance or alleged default occurred or was caused by a strike, riot, war, earthquake, flood, tsunami, severe rainstorm, hurricane, or other act of nature, or other event that is reasonably beyond either party's ability to anticipate or control.

19. Non-Waiver.

The failure of either the County or the Supervisor to insist upon strict performance of any term, condition, provision, or requirement of this Agreement, shall not be construed as a waiver of such term, condition, provision, or requirement on any subsequent occasion.

20. Headings.

All sections and descriptive headings of sections noted in this Agreement are inserted only for the convenience of the parties hereto and shall not affect or control interpretation of this Agreement.

21. Authority to Execute.

Each of the parties covenants to the other party that it has lawful authority to enter into this Agreement and has authorized the execution of this Agreement by the party's authorized representative.

22. Execution in Counterparts.

This Agreement may be executed in counterparts, each of which shall be deemed to be an original, but all of which, taken together, shall constitute one and the same agreement.

23. Effective Date.

This agreement shall become effective upon filing a copy executed by both parties with the Clerk of the Circuit Court of St. Johns County.

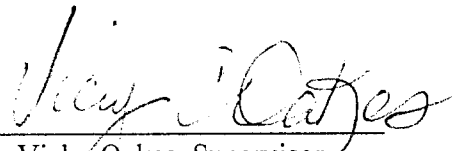
ATTEST: Cheryl Strickland, Clerk

BOARD OF COUNTY COMMISSIONERS
OF ST. JOHNS COUNTY, FLORIDA

By: _____
Deputy Clerk

By: _____
County Administrator

SUPERVISOR OF ELECTIONS
ST. JOHNS COUNTY, FLORIDA

By: 
Vicky Oakes, Supervisor
of Elections