



Legislation Text

File #: 26-0616, **Version:** 1

Interoffice Memorandum

DATE: May 8, 2026

TO: Mayor Jerry L. Demings and County Commissioners

THROUGH: Daniel P. Banks, Deputy County Administrator

FROM: Martis Mack, Division Chief

CONTACT: Martis Mack, Division Chief

PHONE: 407 836-9851

DIVISION: Fire Logistics Division

ACTION REQUESTED:

Approval and execution of Agreement for use as a Polling Place Tax Supported Facility Precinct 828 (subject to change) by and between Karen Castor Dentel Supervisor of Elections for Orange County, Florida and Orange County Fire Rescue to use Fire Station 77 as a polling place for elections in calendar year 2026. (Fire Logistics Division)

PROJECT: Agreement between Orange County Supervisor of Elections and Orange County Fire Rescue to use Fire Station 77 as a polling place for elections in calendar year 2026.

PURPOSE: Orange County Supervisor of Elections office requires execution of the agreement to use Fire Station 77 as a polling location for elections in calendar year 2026. Use of Fire Station 77 as a polling location will be at no cost, in accordance with Florida law. Both parties are responsible for maintaining insurance and liability for their own operations. The agreement is subject to current precinct boundaries remaining unchanged. The County Attorney's Office, Risk Management, and Orange County Fire Rescue have reviewed the agreement and application and recommend approval.

BUDGET: N/A



OFFICE OF COMPTROLLER

**ORANGE
COUNTY
FLORIDA**

Phil Diamond, CPA
County Comptroller as
Clerk of the Board of County Commissioners
201 South Rosalind Avenue
Post Office Box 38
Orlando, FL 32802
Telephone: (407) 836-7300
Fax: (407) 836-5359

DATE: June 2, 2026

TO: Martis Mack, Division Chief
Fire Logistics Division, BCC

FROM: Jennifer Lara-Klimetz, Manager *MF for JLK*
Comptroller Clerk of BCC

SUBJECT: Request for Execution of Documents, Fire Rescue Department Consent
Item 2, Legislative File # 26-0616, June 2, 2026

Enclosed is the Agreement for use as a Polling Place Tax Supported Facility Precinct 828 (subject to change) (1 original) which was approved by the Board of County Commissioners (BCC) at its regular meeting held on June 2, 2026.

Please forward the document to all required parties for signature.

Email copies of the fully-executed documents to ClerkofBCC@occompt.com and copy jennifer.mcgill@ocfl.net. Note: ClerkofBCC@occompt.com is used only for County staff submission of pending documents.

Please include in cover memo or subject line identification of the document by name, agenda item number, and date of BCC approval. Emailed copies must be in full-size PDF format. The document will be processed and filed for the record upon receipt.

If you are unable to return a copy of the fully-executed document before July 2, 2026, notify the Clerk's Office by email of the reason for the delay prior to that date.

If you have any questions, please do not hesitate to call.

jlk:mf

Enclosure (1)

dl: Daniel P. Banks, Deputy County Administrator, BCC [email]
Anthony Rios, Fire Chief, Fire Rescue Services, BCC [email]
Donna Easton, Executive Assistant, Fire Rescue Services, BCC [email]
Pending File

APPROVED BY ORANGE
COUNTY BOARD OF COUNTY
COMMISSIONERS

BCC Mtg. Date: June 2, 2026



ORANGE COUNTY SUPERVISOR OF ELECTIONS
119 W KALEY ST
ORLANDO, FL 32806

AGREEMENT FOR USE AS A POLLING PLACE
TAX SUPPORTED FACILITY

PRECINCT 828 **(SUBJECT TO CHANGE)**

This agreement is entered into this Date day of Month , 2026, by and between Karen Castor Dentel in her official capacity as Supervisor of Elections for Orange County, Florida, hereafter referred to as SOE, and Orange County Fire Rescue hereafter referred to as "owner/manager/organization," whose telephone number is 407-836-9000.

Whereas SOE desires to obtain the use of the premises and facilities known as:

Orange County Fire Station 77
11501 Moss Park Rd **("premises")**
Orlando, FL 32832

for use as a polling place for elections in calendar year 2026; and WHEREAS, "owner/manager/organization" is agreeable to allowing the "premises" to be used as a polling place under the terms and conditions set forth below.

ACCORDINGLY, the parties agree as follows:

1. "Owner/manager/organization" agrees to allow the following described areas:

Room Orange County Fire Rescue Station 77 Apparatus Bay area

Other areas Other areas

including available parking areas and directly connecting passageways to be used as a polling place on the following election dates:

Tuesday, August 18, 2026 **Primary Election**
Tuesday, November 3, 2026 **General Election**

The "premises" are to be occupied and used solely by SOE from the time that poll workers arrive until all Election

Day activities are complete.

2. "Owner/manager/organization" will permit SOE to gain access to the "premises" on other necessary dates and times for purposes of carrying out election's activities, including but not limited to, delivering, setting up and removing of election equipment, and supplies. Arrangements between the parties with regard to dates and times for delivery and pick-up of voting equipment, supplies and other materials shall be by mutual agreement.

3. The signing parties understand that, in accordance with Section 101.71(5), Florida Statutes, requiring that "public, tax-supported buildings shall be made available for use as polling places upon the request of the Supervisor of Elections" there will be no compensation for use of this facility.

4. During the duration of this Agreement, each party shall maintain insurance or self-insurance coverage of such types and in such amounts as may be deemed necessary by each party. SOE shall also maintain "all-risk" property insurance covering its equipment and other personal property for the full replacement value of such property. Likewise, "Owner/manager/organization" shall maintain "all-risk" property insurance covering the building and its personal property for the full replacement value of such property. Each party hereby agrees to waive and release the other from all claims related to or arising out of damage to its respective property, howsoever caused, to the extent the claim or damage to its respective insurance whether said insurance was in effect as required. Each party shall defend, indemnify, and hold the other party harmless from all claims, damages, losses, and expenses arising out of or resulting from the negligent performance of its respective operations under the Agreement; however, nothing contained herein shall constitute a waiver by SOE of its sovereign immunity or the provisions of Florida Statutes Section 768.28

5. The parties agree that this agreement is based upon present precinct boundaries, determined by federal, state, and local district lines as designated by the respective legislative bodies. Accordingly, the parties expressly agree that this agreement is contingent upon those boundaries, as presently designated, remaining accurate at the time of the election. Should these boundaries change, either by way of legislative action or court order, the parties agree that this agreement shall be voidable upon notification by the Supervisor of Election to the other signatories to this agreement.

6. "Owner/manager/organization" agrees to permit entry to the "premises" on Election morning no later than 5:30 a.m. according to the arrangements specified below.

- The facility is always open before 5:30 a.m. We will make a key available for pick-up
- Doors will be opened by 5:30 a.m. Election Day by facility staff We will provide a key to be used for all elections

Emergency Contact Person for morning entry: Division Chief Martis Mack

Phone Number(s): (work) 407-836-9851 (home) Home Number (*cell) 407-383-5343
*Required

IN WITNESS WHEREOF, the parties have executed this Agreement on the dates stated below:

FACILITY CONTACT

ORANGE COUNTY SUPERVISOR OF ELECTIONS

Ronald B. Baker
Signature

Signature

fol Print Name: Jerry L. Demings
Title: Orange County Mayor
Date: June 2, 2026

Karen Castor Dentel
Orange County Supervisor of Elections
Date: _____

