



Interoffice Memorandum

REAL ESTATE MANAGEMENT ITEM 1

DATE: July 20, 2023

TO: Mayor Jerry L. Demings
-AND-
County Commissioners

THROUGH: Mindy T. Cummings, Manager
Real Estate Management Division *MTC*

FROM: David Sustachek, Sr. Acquisition Agent
Real Estate Management Division *DS/MTC*

CONTACT PERSON: **Mindy T. Cummings, Manager**

DIVISION: **Real Estate Management Division**
Phone: (407) 836-7090

ACTION REQUESTED: Approval and execution of Orange County, Florida and City of Orlando Facility Use Agreement for the 2023 Election Year by and between Orange County, Florida, and the City of Orlando and authorization for the Manager of the Real Estate Management Division to execute amendments, and furnish notices, required, or allowed by the lease, as needed.

PROJECT: City of Orlando Polling Place
Lease File #10122

District 3

PURPOSE: To provide space for the City of Orlando to conduct election activities.

ITEMS: Facility Use Agreement for the 2023 Election Year
Cost: None
Locations: Meeting Room 1 at the Taft Community Center,
9450 S. Orange Avenue, Orlando, Florida 32824 and
Venice Ballroom at the Renaissance Senior Center,
3800 S. Econlockhatchee Trail, Orlando, Florida 32824.
Term: Election Day - November 7, 2023 and
Run-off Election Day - December 5, 2023
Options: None

APPROVALS: Real Estate Management Division
County Attorney's Office
Risk Management Division
Facilities Management Division
Community Action Division
Parks and Recreation Division

REMARKS: This Facility Use Agreement for the 2023 Election Year (Agreement) allows the City of Orlando (City) to use certain County-owned facilities as polling places during the 2023 election cycle and sets forth the terms and conditions for such use, including City's access, County utilities usage, and staffing requirements for occupancy.

In the event that the City requests to use different or additional County-owned sites as polling places during the 2023 election cycle, an amendment to this agreement will be presented to the Board for consideration.

In prior years, County provided various facilities for use as polling places, including community centers and recreational facilities, through multiple agreements entered into by City with the individual County departments and divisions providing facilities for such elections.

City of Orlando Polling Place
Lease #10122

APPROVED
BY ORANGE COUNTY BOARD
OF COUNTY COMMISSIONERS
AUG 08 2023

ORANGE COUNTY, FLORIDA

and

CITY OF ORLANDO

FACILITY USE AGREEMENT FOR THE 2023 ELECTION YEAR

THIS FACILITY USE AGREEMENT FOR THE 2023 ELECTION YEAR (“**Agreement**”) entered into by and between ORANGE COUNTY, FLORIDA, a charter county and political subdivision of the State of Florida (“**County**”), and the CITY OF ORLANDO, a municipal corporation existing under the laws of the State of Florida (“**City**”). The County and City may each be individually identified as a “party” or collectively as the “parties.”

RECITALS

- A. City has requested to use certain County-owned properties as polling places for voting activities for elections to be held in the 2023 calendar year.
- B. City has entered into an agreement with the Orange County Supervisor of Elections (“SOE”) for certain election related services and equipment.
- C. The parties have agreed to enter into this Agreement to establish the terms and conditions under which the City may utilize those certain County-owned properties.

NOW, THEREFORE, in consideration of the mutual covenants and conditions set forth herein, the sufficiency of which are hereby mutually acknowledged, County and City agree as follows:

1. **Recitals.** The recitals set forth above are true and correct and are incorporated herein, by this reference, as a material part of this Agreement.
2. **Polling Places.** The **location** of the polling places contemplated under this Agreement shall be more specifically identified in Exhibit “A”, attached hereto and incorporated by reference (collectively referred to as “**Polling Places**”). City shall coordinate with the County Facilities Management Division (“**Facilities Management**”) prior to the use of any Polling Place provided for under this Agreement to allow for HVAC schedule adjustment for each respective facility. Notification shall be made by City directly to Facilities Management by e-mail with a copy provided to the identified County contact person for each respective Polling Place, if needed.

3. **Election Schedule.** The parties agree that use of the Polling Places for voting activities under this Agreement shall be limited to the dates set forth in the election schedule, as more specifically described in Exhibit "B", attached hereto and incorporated hereby this this reference ("**Election Schedule**").

4. **Permitted Use.** Permitted use of the Polling Places by the City shall be limited to carrying out election activities including, but not limited to, delivery, set up, and pick-up of election equipment and supplies.

5. **Polling Place Access.** Access to the Polling Place facilities by City and SOE staff shall be as set forth in Exhibit "C", attached hereto and incorporated by this reference (collectively "**Operating Hours**"). City shall ensure its staff members remain at their respective Polling Place until the completing of all voting activities. The parties acknowledge and mutually agree to extend the Operating Hours and provide appropriate staffing in the event election activities are not completed within the times set forth in Exhibit "C."

6. **Staffing by City.** The City agrees to adequately staff the Polling Places to ensure smooth operations of all voting activities contemplated under this Agreement. City agrees to provide one (1) poll worker for each Polling Place ("**Clerk**") to manage poll operations during each day of the Election Schedule. Said Clerk will oversee the operations including, but not limited to, the managing of poll workers assigned to that location.

7. **Staffing by County.** County agrees to identify and designate staff that will assist the City at each of the Polling Places to ensure that the facility is open during the Hours of Operation. County's designated staff will also agree either to assist with securing the location at the end of the voting day or to instruct the City as to how to secure the location when each day of the Election Schedule is complete and the poll workers are leaving the Polling Places. The County's staff will be responsible for granting access to designated areas within the Polling Places, for coordinating and facilitating the use of the designed area within the Polling Places, and for providing maintenance and custodial support.

8. **Access by City.** County may permit City to gain access to Polling Places up to two (2) days prior to each Election Day and up to three (3) days after each Election Day, as necessary, for purposes of carrying out election activities including, but not limited to, delivery set-up, and pick-up of all election equipment, supplies and other necessary materials. Arrangements with regard to dates and times for delivery and pick-up of computer and voting equipment, supplies, and other materials shall be by mutual agreement between the parties. City shall be responsible for coordinating such arrangements with the County identified contact person for each respective Polling Place which shall be as more specifically identified in Exhibit "D", attached hereto and incorporated by reference. In the event the City determines that the designated area within a Polling Place is unusable for any reason, the City shall promptly notify County's representative for that specific location to implement any necessary contingency plans.

9. **Use of Polling Places.** The parties agree that the Polling Places identified under this Agreement shall be used only for the times designated in Section 5 and Exhibit "C" of this Agreement. If, in the City's sole opinion, any Polling Place requires additional scheduled cleaning, prior to the scheduled date(s) of use, the City shall coordinate with, and provide payment to, the County for such additional cleaning services. The City shall use its best effort to ensure the flooring in each Polling Place is protected from damage as a result of moving equipment and/or furniture. The City shall ensure Polling Places are returned to the County in the same condition it was received prior to each scheduled Election Date, excluding normal wear and tear. County shall remain solely responsible for all costs associated with routine maintenance and repairs for all Polling Places. City shall be responsible for compliance with American with Disability Act ("ADA") requirements as it relates to voting activities. The County shall remain responsible for any modifications or alterations to the Polling Places for ADA compliance. The City shall limit its voting activities to the area(s) of each Polling Place as designated by the County and shall avoid any undue interruption of the County's continued use of the remaining portion of each Polling Place facility.

10. **Utilities.** County shall allow City to utilize existing power and Internet service at no charge. The City will pay for any telephone charges that may be necessary, including installation charges for additional lines, in order to ensure the proper operation of the Polling Place. All installations shall be permitted and inspected by the County prior to use by the City. The City shall ensure the proper removal of all lines, cables, etc. installed as a result of the City's use of the Polling Places.

11. **Law Enforcement; Solicitation.** County acknowledges that, pursuant to Section 102.031, Florida Statutes, City and SOE possess "full authority to maintain order at the polls and enforce obedience to its lawful commands during an election and the canvass of the votes" including the deployment of law enforcement officers to have disruptive or unruly persons removed from the Polling Places. City agrees to enforce the applicable provisions of Florida law regarding solicitation.

12. **Miscellaneous.** County and City agree to the following additional conditions:

- i. Parking Spaces at the Polling Places shall be available on a first-come, first-serve basis. City acknowledges that parking for the voting activities contemplated under this Agreement will be shared with County staff and patrons. County reserves the right to reserve an adequate number of parking spaces for use by County staff. The number and location of such parking spaces shall be at the sole discretion of the County.
- ii. The City shall be solely responsible for ensuring that all proposed Polling Places, more specifically identified in Exhibit "A", are suitable for City's needs.

13. **Special Elections.** In the event of a Special Election, County and City shall enter into an amendment to this Agreement, outlining the dates and Polling Places for such Special Election.

14. **Polling Place Relocation.** In the event County and/or City determines that any of the Polling Places are no longer suitable for voting activities, City and County shall diligently pursue alternative sites that would be suitable for such voting activities. City and County shall then enter into an amendment to this Agreement, outlining the dates and location for such alternative location.

15. **Indemnification.** Subject to applicable Florida law, each party agrees to defend, indemnify, and hold harmless the other party, its officials and employees from all claims, actions, losses, suits, judgments, fines, liabilities, costs and expenses (including attorneys' fees) arising from the indemnifying party's own negligent acts or omissions, or those negligent acts or omissions of the indemnifying party's officials and employees acting within the scope of their employment, or arising out of or resulting from the indemnifying party's negligent performance under this Agreement. Each party's indemnification is expressly limited to the amounts set forth in Section 768.28(5), Florida Statutes as amended by the Florida State Legislature. Nothing contained herein shall constitute a waiver of sovereign immunity or the provisions of Section 768.28, Florida Statutes. The foregoing shall not constitute an agreement by either party to assume any liability of any kind for the acts, omissions, and/or negligence of the other party, its officers, officials, employees, agents, or contractors.

16. **Agreement Amendments.** Amendments to this Agreement shall be in writing and executed by both parties. Through its execution of this Agreement, the County hereby delegates limited signature authority for amendments to this Agreement to the Manager of County's Real Estate Management Division specifically relating to the following:

- a. Polling Places (Exhibit "A");
- b. Election Schedule (Exhibit "B");
- c. Hours of Operation (Exhibit "C"); and/or
- d. Polling Place Contacts (Exhibit "D").

17. **Notices.** Notices to either party provided for herein shall be sufficient if sent by tracked mail.

To the County Addressed to the parties listed in Exhibit "D".

Copy to: Orange County Administrator
Administration Building, 5th Floor.
201 South Rosalind Avenue
Orlando, Florida 32801

and Orange County Real Estate Management
Attn: Manager
400 East South Street, 5th Floor
Orlando, Florida 32801

City of Orlando Polling Place
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To the CITY: City Clerk
City of Orlando
400 S. Orange Ave
Orlando, Florida 32901

18. **Attorneys' Fees and Costs.** The parties shall each bear their own costs, expert fees, attorneys' fees, and other fees incurred in connection with this Agreement and any litigation arising either directly or indirectly therefrom.

19. **Counterparts and Facsimile Signatures.** This Agreement may be executed in any number of counterparts, each of which shall be deemed an original and all of which, taken together, shall constitute one agreement. Any counterpart may be delivered by any party by transmission of signature pages to the other party at the addresses set forth herein, and delivery shall be effective and complete upon completion of such transmission; manually signed copies of signature pages shall nonetheless be delivered promptly after any such facsimile delivery.

20. **Severability.** If any provision of this Agreement is held by a court of competent jurisdiction to be invalid, void, or otherwise unenforceable, the remaining provisions shall nevertheless continue in full force without being impaired or invalidated in any way.

21. **Term.** The term of this Agreement shall commence on January 1, 2023 and shall automatically expire on December 31, 2023.

22. **Tobacco Free Campus.** All County facilities, including those Polling Places identified herein, shall be tobacco free. This policy shall extend to all associated Polling Place parking lots. Tobacco is defined as tobacco products including, but not limited to cigars, cigarettes, e-cigarettes, pipes, chewing tobacco, and snuff. City agrees to the enforcement of this requirement during its use of the Polling Places under this Agreement.

23. **Entire Agreement.** This Agreement, and any documents incorporated herein, set forth and constitutes the entire agreement and understanding of the parties with respect to the subject matter hereof. This Agreement supersedes any and all prior agreements, negotiations, correspondences, undertakings, promises, covenants, arrangements, communications, representations, and warranties, whether oral or written, of any party to this Agreement.

[SIGNATURES ON THE FOLLOWING PAGE]

City of Orlando Polling Place
Lease #10122

IN WITNESS WHEREOF, the parties have executed this Agreement on the dates set forth below.



“County”

ORANGE COUNTY, FLORIDA

By: Orange County Board of County Commissioners

By: *Bryant Brooks*

for Jerry L. Demings
Orange County Mayor

Date: *8 August 2023*

ATTEST: Phil Diamond, CPA, County Comptroller
As Clerk to the Board of County Commissioners

By: *Craig Stopyna*
for Deputy Clerk

Date: AUG 08 2023

[REMAINING SIGNATURES ON FOLLOWING PAGE]

City of Orlando Polling Place
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“City”

CITY OF ORLANDO, a municipal corporation
existing under the laws of the State of Florida

Witness: [Signature]

Print Name: Stephen Stall

Witness: [Signature]

Print Name: Annie Velez

By: [Signature]
City Clerk, City of Orlando



Date: June 21, 2023

APPROVED AS TO FORM AND
LEGALITY FOR THE USE AND
RELIANCE OF THE CITY OF
ORLANDO, FLORIDA, ONLY:

Date: June 26, 2023

By: [Signature]
Chief Assistant City Attorney

City of Orlando Polling Place
Lease #10122

EXHIBIT "A"
POLLING PLACES

Facility Name/Address	Voting Room	County Division
Taft Community Center 9450 S Orange Avenue Orlando, FL 32824	Meeting Room 1	Community Action Division
Renaissance Senior Center 3800 S Econlockhatchee Trail Orlando, FL 32824	Venice Ballroom	Parks and Recreation

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EXHIBIT "B"
ELECTION SCHEDULE

Election Day:	Tuesday, November 7, 2023
Run-Off Election Day:	Tuesday, December 5, 2023

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EXHIBIT "C"
HOURS OF OPERATION

Election	Access to Facilities
Election Day:	6:00 am – 8:00 pm
Run-Off Election Day:	6:00 am – 8:00 pm

EXHIBIT "D"

COUNTY POLLING PLACE CONTACTS

Division Address / Contact Information	Emergency Contact Information
Community Action Division 2100 East Michigan Street Orlando, FL 32806 Office: (407)836-9333 Fax: (407)836-8482	Trellany White Community Action Division, Interim Manager Trellany.White@ocfl.net (407)836-9342 Mobile: (321)400-7356
Parks and Recreation Division Barnett Park Administration 4801 West Colonial Drive Orlando, FL 32808 Office: (407)836-6201 Fax: (407)836-2610 Pam.Dennison@ocfl.net	Kyle Kent Parks and Recreation Division, Assistant Manager Kyle.Kent@ocfl.net (407)836-6209 Mobile: (407)603-6209