



Interoffice Memorandum

REAL ESTATE MANAGEMENT ITEM 11

DATE: January 5, 2024

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

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

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

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 the Orange County Supervisor of Elections Facility Use Agreement for the 2024 Election Year, and authorization for the Real Estate Management Division to provide updates and furnish notices, required, or allowed by the Use Agreement, as needed.

PROJECT: Supervisor of Elections Facility Use Agreement
Lease File #10018

All Districts

PURPOSE: To provide space in County-owned facilities to the Supervisor of Elections.

ITEM: Facility Use Agreement for the 2024 Election Year
Cost: None
Location: Multiple locations
Term: Nine months
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: In accordance with Section 101.71(5), Florida Statutes, public, tax-supported buildings are to be made available for use as polling places upon request of the Orange County Supervisor of Elections (SOE).

This Facility Use Agreement for the 2024 Election Year (Agreement) allows the SOE to use certain County-owned facilities as polling places during the 2024 election cycle and sets forth the terms and conditions for such use, including SOE's access and staffing requirements for their occupancy, and allowing SOE to use County's utilities.

In the event that the SOE requests to use different or additional County-owned sites as polling places during the 2024 election cycle, an amendment to this Agreement will be presented to the Board for consideration.

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

Project: Supervisor of Elections Agreement
File #: 10018

APPROVED
BY ORANGE COUNTY BOARD
OF COUNTY COMMISSIONERS

JAN 23 2024

ORANGE COUNTY, FLORIDA

and

THE ORANGE COUNTY SUPERVISOR OF ELECTIONS

FACILITY USE AGREEMENT FOR THE 2024 ELECTION YEAR

THIS FACILITY USE AGREEMENT FOR THE 2024 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 Orange County Supervisor of Elections (“**SOE**”). The County and SOE individually identified as a “party” or collectively as the “parties.”

RECITALS

- A. Pursuant to Section 101.71, Florida Statutes, a polling place is to be provided in each precinct of the County.
- B. In accordance with Section 101.71(5), Florida Statutes, upon the request by the SOE, public tax-supported buildings are to be made available for use as polling places.
- C. SOE has requested to use certain County-owned properties as polling places for voting activities for elections to be held in the 2024 calendar year.
- D. The parties have agreed to enter into this Agreement to establish the terms and conditions under which the SOE 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 SOE 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 are more specifically identified in Exhibit A, attached hereto and incorporated herein by reference (collectively referred to as “**Polling Places**”). SOE shall coordinate with the County Facilities Management Division (“**Facilities Management**”) prior to the use of any Polling Place provided under this Agreement to allow for HVAC schedule adjustment for each respective facility. Notification shall be made by SOE 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 herein by reference (“**Election Schedule**”).

Project: Supervisor of Elections Agreement
File #: 10018

4. **Permitted Use.** Permitted use of the Polling Places by the SOE shall be limited to the carrying out of 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 SOE staff, shall be as set forth in **Exhibit C**, attached hereto and incorporated herein by reference (collectively “**Operating Hours**”). SOE shall ensure its staff members remain at their respective Polling Place until the completion of all voting activities. The parties acknowledge and mutually agree to extend the Operating Hours and provide notice thereof to appropriate staff in the event election activities are not completed within the times set forth in **Exhibit C**.

6. **Staffing by SOE.** SOE agrees to provide adequate staff at the Polling Places to ensure smooth operations of all voting activities contemplated under this Agreement. SOE 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 at the Polling Place, which will include, but not be limited to, managing poll workers assigned to that location.

7. **Staffing by County.** County agrees to identify and designate staff that will assist the SOE 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 SOE as to how to secure the location at the completion of each day of the Election Schedule and the poll workers are leaving the Polling Places. County staff will be responsible for granting access to designated areas within the Polling Places, for coordinating and facilitating the use of the designated area within the Polling Places, and for providing maintenance and custodial support.

8. **Access by SOE.** County may permit SOE to gain access to Polling Places up to two (2) weeks prior to each Early Voting Election Schedule 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. SOE 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 herein by reference. In the event the SOE determines that the designated area within a Polling Place is unusable for any reason, SOE 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 established per Section 5 above and **Exhibit C** of this Agreement. If, in the SOE’s sole opinion, any Polling Place requires additional scheduled cleaning, prior to the scheduled date(s) of use, SOE shall coordinate with, and provide payment to, the County for such additional cleaning services. SOE 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. SOE 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. SOE shall be responsible for compliance with the Americans with Disability Act (“**ADA**”) requirements as they relate to voting activities. The County shall remain responsible for any modifications or alterations to the Polling Places for ADA compliance. The SOE 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 SOE to utilize existing power and internet service at no charge. SOE 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. Prior to use by the SOE, the County shall permit and inspect all installations. SOE shall ensure the proper removal of all lines, cables, and other items installed because of the SOE's use of the Polling Places.

11. **Indemnification.** 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.

12. **Law Enforcement; Solicitation.** County acknowledges that, pursuant to Section 102.031, Florida Statutes, SOE possesses "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. SOE agrees to enforce the applicable provisions of Florida law regarding solicitation.

13. **Miscellaneous.** County and SOE agree to the following additional conditions:

a. Early Voting can only be suspended or cancelled, and may be extended, upon the issuance of an Executive Order from the Florida Governor or by Order of a Court of competent jurisdiction. County will be expected to assist SOE with compliance with such Executive or Court Orders.

b. Parking Spaces at the Polling Places shall be available on a first-come, first-serve basis. SOE 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.

c. SOE shall be solely responsible for ensuring that all proposed Polling Places, more specifically identified in **Exhibit A**, are suitable for SOE needs.

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

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

Project: Supervisor of Elections Agreement
 File #: 10018

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 related to amendment to the following provisions of this Agreement:

- a. Election Schedule (**Exhibit B**);
- b. Hours of Operation (**Exhibit C**);
- c. Polling Place Contact (**Exhibit D**).

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

As to County:	As to Supervisor of Elections:
Addressed to the parties listed in Exhibit D .	Supervisor of Elections 119 West Kaley Street Orlando, Florida 32806
<i>with copy to:</i>	
Orange County Administrator Administration Building, 5 th Floor 201 South Rosalind Avenue Orlando, Florida 32801	
<i>and</i>	
Orange County Real Estate Management Attn: Manager 400 East South Street, 5 th Floor Orlando, Florida 32801	

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 that 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 upon execution by both parties and shall automatically expire on December 31, 2024.

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,

Project: Supervisor of Elections Agreement
File #: 10018

chewing tobacco, and snuff. SOE 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]

Project: Supervisor of Elections Agreement
File #: 10018

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



ORANGE COUNTY, FLORIDA

By: Orange County Board of County Commissioners

By: *Bryan Brooks*
Jerry L. Demings
Orange County Mayor

Date: *23 January 2024*

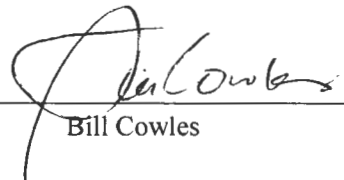
ATTEST: Phil Diamond, CPA, County Comptroller
As Clerk to the Board of County Commissioners

By: *[Signature]*
Deputy Clerk
Date: *1/23/24*

[REMAINING SIGNATURES ON FOLLOWING PAGE]

Project: Supervisor of Elections Agreement
File #: 10018

THE ORANGE COUNTY SUPERVISOR OF ELECTIONS

By:  _____
Bill Cowles

Title: Orange County Supervisor of Elections

Date: 11/5/2024

Project: Supervisor of Elections Agreement
 File #: 10018

**EXHIBIT A
 POLLING PLACES**

Facility Name/Address	Precinct(s)	Voting Room	County Division	Voting Day Designation*
Clarcona Horsemans Park 3535 Damon Road Apopka, Florida 32703	224	Concession Stand	Parks and Recreation	PPPED, PED, GED
Cypress Grove Park 290 W Holden Avenue Orlando, Florida 32839	328	Valencia Room at Cottage House	Parks and Recreation	PPPED, PED, GED
Renaissance Senior Center 3800 S Econolockhatchee Trail Orlando, Florida 32824	417	Venice Ballroom	Parks and Recreation	PPPEV, PEEV, GEEV and PPPEDPED, GED
Bear Creek Park 1600 Bear Crossing Drive Orlando, Florida 32824	425	Meeting Room	Parks and Recreation	PPP, PED, GED
Meadow Woods Recreation Center 1751 Rhode Island Woods Circle Orlando, Florida 32824	426 & 427	Champion Rooms A&B	Parks and Recreation	PPPEV, PEEV, GEEV and PPPED, PED, GED
Renaissance Senior Center 3800 S Econolockhatchee Trail Orlando, Florida 32824	438	Venice Ballroom	Parks and Recreation	PPPEV, PEEV, GEEV and PPPED, PED, GED
Marks Street Senior Recreation Complex 99 E Marks Street Orlando, Florida 32803	505	Library	Parks and Recreation	PPPEV, PEEV, GEEV and PPPED, PED, GED
Bithlo Community Center 18501 Washington Avenue Orlando, Florida 32820	543	Assembly Room	Parks and Recreation	PPPED, PED, GED
Barnett Park 4801 W Colonial Drive Orlando, Florida 32808	604	Marlin Rooms 3&4	Parks and Recreation	PPPED, PED, GED
Orange County Apopka Service Center 1111 Rock Springs Road Apopka, Florida 32712	234	Atrium	Facilities Management	PPPED, PED, GED
John H Bridges Community Center 445 W 13 th Street Apopka, Florida 32703	225	Building A	Community Action Division	PPPED, PED, GED
Taft Community Center 9450 S Orange Avenue Orlando, Florida 32824	419	Meeting Room 1	Community Action Division	PPPED, PED, GED
East Orange Community Center 12050 E Colonial Drive Orlando, Florida 32826	435	Multi-Purpose Room	Community Action Division	PPPED, PED, GED
Pine Hills Community Center 6408 Jennings Road Orlando, Florida 32808	607	Building G – Multi-Purpose Room	Community Action Division	PPPED, PED, GED

Project: Supervisor of Elections Agreement
 File #: 10018

Facility Name/Address	Precinct(s)	Voting Room	County Division	Voting Day Designation*
Southwood Community Center 6225 Brookgreen Avenue Orlando, Florida 32809	620	Building B	Community Action Division	PPPED, PED, GED
Tibet-Butler Preserve 8777 County Road 535 (Winter Garden – Vineland) Orlando, Florida 32836	EV Only	Classroom	Parks and Recreation	PPPEV, PEEV, GEEV

***Voting Day Designation Legend:**

- Presidential Preference Primary Early Voting (“**PPPEV**”)
- Presidential Preference Primary Election Day (“**PPPED**”)
- Primary Election Early Voting (“**PEEV**”)
- Primary Election Day (“**PED**”)
- General Election Early Voting (“**GEEV**”)
- General Election Day (“**GED**”)

Project: Supervisor of Elections Agreement
File #: 10018

EXHIBIT B
ELECTION SCHEDULE

Presidential Preference Primary Early Voting (“PPPEV”):	March 4, 2024 – March 17, 2024
Presidential Preference Primary Election Day (“PPPED”):	March 19, 2024
Primary Election Early Voting (PEEV):	August 5, 2024 – August 18, 2024
Primary Election Day (PED):	August 20, 2024
General Election Early Voting (PEEV):	October 26, 2024 – November 3, 2024
General Election Day (GED):	November 5, 2024

Project: Supervisor of Elections Agreement
File #: 10018

EXHIBIT C
HOURS OF OPERATION

Election	Access to Facilities
Pres. Pref. Primary Early Voting:	10:00 am – 6:00 pm
Pres. Pref. Primary Election Day:	7:00 am – 7:00 pm
Primary Election Early Voting:	9:00 am – 7:00 pm
Primary Election Day:	7:00 am – 7:00 pm
General Election Early Voting:	8:00 am – 8:00 pm
General Election Day:	7:00 am – 7:00 pm

Project: Supervisor of Elections Agreement
 File #: 10018

EXHIBIT D
COUNTY POLLING PLACE CONTACTS

Division Address/Contact Information	Emergency Contact Information
Parks and Recreation Division Barnett Park Administration 4801 West Colonial Drive Orlando, Florida 32808 Office: (407) 836-6201 Fax: (407) 836-2610 Pam.Dennison@ocfl.net	Kyle Kent, Assistant Manager Parks and Recreation Division Kyle.Kent@ocfl.net (407) 836-6209 Mobile: (407) 603-6209
Facilities Management Division 2010 East Michigan Street Orlando, Florida 32806 Office: (407) 836-9559 Fax: (407) 836-7477 Weekend/Afterhours: (407) 836-0114	Rich Steiger, Manager Facilities Management Richard.Steiger@ocfl.net (407) 836-7473 Mobile: (407) 468-7696
Community Action Division 2100 East Michigan Street Orlando, Florida 32806 Office: (407) 836-9333 Fax: (407) 836-8482	Trellany White, Family Service Administrator Community Action Division Trellany.White@ocfl.net (407) 836-9342 Mobile: (321) 400-7356