



Interoffice Memorandum

REAL ESTATE MANAGEMENT ITEM 3

DATE: October 6, 2023

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*
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 2023 and 2024 Special Election, and authorization for the Real Estate Management Division to execute amendments and furnish notices, required, or allowed by the Facility Use Agreement, as needed.

PROJECT: Supervisor of Elections Florida House District #35 Special Election
Facility Use Agreement
Lease File #10232

Districts 3, 4, and 5

PURPOSE: To provide space for the Orange County Supervisor of Elections to conduct voting activities on County-owned property.

ITEMS: Facility Use Agreement for the 2023 and 2024 Special Election
Revenue: None
Locations: Multiple Locations
Term: November 1, 2023 through January 31, 2024
Options: None

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

REMARKS: Pursuant to Section 101.71(5) Florida Statutes, Orange County permits the Supervisor of Elections (SOE) access to County-owned property for the purpose of conducting voting activities. The 2023 and 2024 Florida House District 35 Special Election occurring on November 7, 2023, and January 16, 2024 requires polling places and collection sites. The SOE has access up to one week prior to each Special Election Schedule and up to three (3) days after each Election Day as necessary. This action dictates each party's rights and responsibilities for a polling location, as well as designates which sites are for early voting, and/or general elections.

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APPROVED
BY ORANGE COUNTY BOARD
OF COUNTY COMMISSIONERS
OCT 24 2023

ORANGE COUNTY, FLORIDA
and
THE ORANGE COUNTY SUPERVISOR OF ELECTIONS

FACILITY USE AGREEMENT FOR THE 2023 and 2024 SPECIAL ELECTION

THIS FACILITY USE AGREEMENT FOR THE 2023 and 2024 FLORIDA HOUSE DISTRICT 35 SPECIAL ELECTION (“**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 the special election to be held in the 2023-24 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 and collection sites contemplated under this Agreement shall be as 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 for 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**”).

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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 when 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 areas 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 one (1) week prior to each Special 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 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

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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, etc. installed because of the SOE's use of the Polling Places.

11. **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.

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

a. **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.

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

13. **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.

14. **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**).

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15. **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
<i>with copy to:</i>	119 West Kaley Street
Orange County Administrator Administration Building, 5 th Floor 201 South Rosalind Avenue Orlando, Florida 32801	Orlando, Florida 32806
<i>and</i>	
Orange County Real Estate Management Attn: Manager 400 East South Street, 5 th Floor Orlando, Florida 32801	

16. **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.

17. **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.

18. **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.

19. **Term.** The term of this Agreement shall commence on November 1, 2023 and shall automatically expire on January 31, 2024.

20. **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. SOE agrees to the enforcement of this requirement during its use of the Polling Places under this Agreement.

21. **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]

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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 W. Brooks
Jerry L. Demings
for Orange County Mayor

Date: 24 October 2023

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

By: [Signature]
Deputy Clerk
Date: 10/24/23

[REMAINING SIGNATURES ON FOLLOWING PAGE]

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THE ORANGE COUNTY SUPERVISOR OF ELECTIONS

By: 
Bill Cowles

Title: Orange County Supervisor of Elections

Date: 9/13/2023

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**EXHIBIT A
 POLLING PLACES**

Facility Name/Address	Precinct(s)	Voting Room	County Division	Voting Day Designation*
Renaissance Senior Center 3800 S Econolockhatchee Trail Orlando, Florida 32824	438	Venice Ballroom	Parks and Recreation	PSED, GSED
Bithlo Community Center 18501 Washington Avenue Orlando, Florida 32820	543	Assembly Room	Parks and Recreation	PSED, GSED
East Orange Community Center 12050 E Colonial Drive Orlando, Florida 32826	435	Multi-Purpose Room	Community Action Division	PSED, GSED

***Voting Day Designation Legend:** Primary Special Election Day ("PSED"), and General Special Election Day ("GSED")

COLLECTION SITES

Facility Name/Address	Precinct(s)	Area needed	County Division	Voting Day Designation*
Orange County WIC building 12050 E. Colonial Drive Orlando, Florida 32826	435	Driveway	Community Action Division	Collection Site
Orange County Administration Building 201 S. Rosalind Avenue Orlando, Florida 32801	N/A	Driveway	Administration	Collection Site

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EXHIBIT B
ELECTION SCHEDULE

Primary Special Election Day (PSED): Tuesday, November 7, 2023

General Special Election Day (GSED): Tuesday, January 16, 2024

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EXHIBIT C
HOURS OF OPERATION

Election	Access to Facilities
Primary Special Election Day:	6:00 am – 7:00 pm
General Special Election Day:	6:00 am – 7:00 pm

Collections Sites hours of operation will be 6 pm – 10 pm

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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, Acting Division Manager Community Action Division Trellany.White@ocfl.net (407) 836-9342 Mobile: (321) 400-7356