



Interoffice Memorandum

REAL ESTATE MANAGEMENT ITEM 1

DATE: January 10, 2020

TO: Mayor Jerry L. Demings
and the
Board of County Commissioners

THROUGH: Paul Sladek, Manager *PS*
Real Estate Management Division

FROM: Alex Feinman, Leasing Program Manager *AF*
Real Estate Management Division

CONTACT PERSON: Paul Sladek, Manager

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

ACTION REQUESTED: Approval and execution of Facility Use Agreement for the 2020 Election Year by and between Orange County, Florida, and Orange County Supervisor of Elections and delegation of authority to the Real Estate Management Division to update the election schedule exhibit, update the hours of operation exhibit, update the polling place contact information exhibit, and furnish notices, required or allowed by the use agreement, as needed

PROJECT: Supervisor of Elections Agreement
Lease File #10018

All Districts

PURPOSE: To allow the Orange County Supervisor of Elections to use County-owned facilities as polling places during the 2020 election cycle.

ITEM: Facility Use Agreement for the 2020 Election Year
Revenue: None
Location: Multiple locations
Term: 1 year
Options: None

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

REMARKS: Pursuant to Section 101.75(5), Florida Statutes, public, tax-supported buildings are to be made available for use as polling places upon request of a supervisor of elections.

This Facility Use Agreement for the 2020 Election Year (Agreement) allows the Orange County Supervisor of Elections (SOE) to use certain County-owned facilities as polling places during the 2020 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 2020 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 SOE with the individual County departments and divisions providing facilities for such elections.

ORANGE COUNTY, FLORIDA
and
THE ORANGE COUNTY SUPERVISOR OF ELECTIONS

FACILITY USE AGREEMENT FOR THE 2020 ELECTION YEAR

THIS FACILITY USE AGREEMENT FOR THE 2020 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 may each be 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 2020 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 shall be as more specifically identified in Exhibit “A”, attached hereby and incorporated 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 hereby this this reference (“**Election Schedule**”).

4. **Permitted Use.** Permitted use of the Polling Places by the SOE shall be limited to the carrying out elections 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 by this reference (collectively “**Operating Hours**”). SOE 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 to appropriate staffing in the event election activities are not completed within the times set forth in Exhibit “C,”

6. **Staffing by SOE.** SOE agrees to adequately staff 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 each of 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 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 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 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 elections 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 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 designated in Section 5 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 are 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 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. All installations shall be permitted and inspected by the County prior use by the SOE. SOE shall ensure the proper removal of all lines, cables, etc. installed as a result 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:

- i. 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.
- ii. 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.
- iii. SOE shall be solely responsible for ensuring that all proposed Polling Places, more specifically identified in Exhibit “A”, are suitable for SOE needs.

13. **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.

14. **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.

15. **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. Election Schedule (Exhibit "B");
- b. Hours of Operation (Exhibit "C");
- c. Polling Place Contact (Exhibit "D"); and/or

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

To the SOE: Supervisor of Elections
119 West Kaley Street
Orlando, Florida 32806

17. **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.

18. **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.

19. **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.

20. **Term.** The term of this Agreement shall commence on January 1, 2020 and shall automatically expire on December 31, 2020.

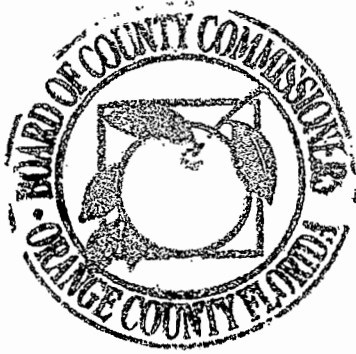
21. **Tobacco Free Campus.** All County facilities, including those Polling Places identified herein, shall be tobacco free. This policy shall extend to all associated Polling Place parking lots. Tobacco is defined as tobacco products including, but not limited to, cigars, cigarettes, e-cigarettes, pipes,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

22. **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]

Supervisor of Elections Agreement
Lease #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: Bennett Brooks
for Jerry L. Demings
Orange County Mayor

Date: 28 January 2020

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

By: Katie Smith
Deputy Clerk

Date: JAN 28 2020

[REMAINING SIGNATURES ON FOLLOWING PAGE]

**THE ORANGE COUNTY SUPERVISOR OF
ELECTIONS**

Witness: cu Jones

Print Name: Michelle Torres

Witness: Lymari Pérez

Print Name: Lymari Pérez

By: Bill Cowles
Bill Cowles

Title: Orange County Supervisor of Elections

Date: December 12, 2019

EXHIBIT "A"
POLLING PLACES

Facility Name/Address	Precinct(s)	Voting Room	County Division	Pres. Pref. Primary Early Voting ("PPPEV"), Pres. Pref. Primary Election Day ("PPPED"), Primary Election Early Voting ("PEEV"), Primary Election Day ("PED"), General Election Early Voting ("GEEV"), and General Election Day ("GED")
Clarcona Horsemans Park 3535 Damon Road Apopka, FL 32703	224	Concession Stand	Parks and Recreation	PPPED, PED, GED
Cypress Grove Park 290 W Holden Avenue Orlando, FL 32839	328	Valencia Room at Cottage House	Parks and Recreation	PPPED, PED, GED
Renaissance Senior Center 3800 S Econolockhatchee Trail Orlando, FL 32824	417	Venice Ballroom	Parks and Recreation	PPPEV, PEEV, GEEV and PPPED, PED, GED
Bear Creek Park 1600 Bear Crossing Drive Orlando, FL 32824	425	Meeting Room	Parks and Recreation	PPPED, PED, GED
Meadow Woods Recreation Center 1751 Rhode Island Woods Circle Orlando, FL 32824	426 & 427	Champion Rooms A&B	Parks and Recreation	PPPED, PED, GED
Renaissance Senior Center 3800 S Econolockhatchee Trail Orlando, FL 32824	438	Venice Ballroom	Parks and Recreation	PPPEV, PEEV, GEEV and PPPED, PED, GED
Marks Street Senior Recreation Complex 99 E Marks Street Orlando, FL 32803	505	Library	Parks and Recreation	PPPEV, PEEV, GEEV and PPPED, PED, GED
Bithlo Community Center 18501 Washington Avenue Orlando, FL 32820	543	Assembly Room	Parks and Recreation	PPPED, PED, GED
Barnett Park 4801 W Colonial Drive Orlando, FL 32808	604	Marlin Rooms 3&4	Parks and Recreation	PPPED, PED, GED
Orange County Apopka Service Center 1111 Rock Springs Road Apopka, FL 32712	234	Atrium	Facilities Management	PPPED, PED, GED

Supervisor of Elections Agreement
 Lease #10018

John H Bridges Community Center 445 W 13 th Street Apopka, FL 32703	225	Building A	Community Action Division	PPPED, PED, GED
Taft Community Center 9450 S Orange Avenue Orlando, FL 32824	419	Meeting Room 1	Community Action Division	PPPED, PED, GED
East Orange Community Center 12050 E Colonial Drive Orlando, FL 32826	435	Multi-Purpose Room	Community Action Division	PPPED, PED, GED
Pine Hills Community Center 6408 Jennings Road Orlando, FL 32808	607	Building G – Multi-Purpose Room	Community Action Division	PPPED, PED, GED
Southwood Community Center 6225 Brookgreen Avenue Orlando, FL 32809	620	Building B	Community Action Division	PPPED, PED, GED
Tibet-Butler Preserve 8777 County Road 535 (Winter Garden – Vineland) Orlando, FL 32836	EV Only	Classroom	Parks and Recreation	PPPEV, PEEV, GEEV

EXHIBIT "B"
ELECTION SCHEDULE

Pres. Pref. Primary Early Voting:	Monday, March 2, 2020 – Sunday, March 15, 2020
Pres. Pref. Election Day:	Tuesday, March 17, 2020
Primary Election Early Voting:	Monday, August 3, 2020 – Sunday, August 16, 2020
Primary Election Day:	Tuesday, August 18, 2020
General Election Early Voting:	Monday, October 19, 2020 – Sunday, November 1, 2020
General Election Day:	Tuesday, November 3, 2020

EXHIBIT "C"
HOURS OF OPERATION

Election	Access to Facilities
Pres. Pref. Primary Early Voting:	8:00 am – 6:00 pm
Pres. Pref. Election Day:	5:30 am – 7:00 pm
Primary Election Early Voting:	7:00 am – 7:00 pm
Primary Election Day:	5:30 am – 7:00 pm
General Election Early Voting:	6:00 am – 8:00 pm
General Election Day:	5:30 am – 7:00 pm

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, 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
Facilities Management Division 2010 East Michigan Street Orlando, FL 32806 Office: (407)836-9559 Fax: (407)836-7477 Weekend / Afterhours: (407)836-0114	Rich Steiger Facilities Management, Manager Rich.Steiger@ocfl.net (407)836-7473 Cell: (407)468-7696
Community Action Division 2100 East Michigan Street Orlando, FL 32806 Office: (407)836-9333 Fax: (407)836-8482	Lavon Williams Community Action Division, Manager Lavon.Williams@ocfl.net (407)836-5614 Mobile: (407)490-6750