

## RESOLUTION 66-10-21

**A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF LAKE PARK, FLORIDA, APPROVING AN AGREEMENT FOR VOTE PROCESSING EQUIPMENT USE AND ELECTIONS SERVICES WITH THE PALM BEACH COUNTY SUPERVISOR OF ELECTIONS AND AUTHORIZING THE MAYOR AND TOWN CLERK TO EXECUTE SAME; AND PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, in 2009, the Palm Beach County League of Cities, through its Ad Hoc Committee on Municipal Elections, negotiated an agreement with the Palm Beach County Supervisor of Elections to detail and allocate the duties, responsibilities and fees associated with conducting municipal elections commencing with the 2010 municipal election; and

**WHEREAS**, the Supervisor of Elections has presented the Town with an Agreement for Vote Processing Equipment Use and Election Services for the March 8, 2022, and the Town Commission has determined that the approval of the Agreement is in the best interests of the residents and citizens of the Town of Lake Park.

**NOW, THEREFORE, BE IT RESOLVED BY THE TOWN COMMISSION OF THE TOWN OF LAKE PARK, FLORIDA as follows:**

**Section 1.** The foregoing recitals are hereby ratified and incorporated herein.

**Section 2.** The Town Commission hereby approves the Agreement for Vote Processing Equipment Use and Elections Services by and between the Palm Beach County Supervisor of Elections and the Town of Lake Park, a copy of which is attached hereto as Exhibit "A" and incorporated herein by reference, and authorizes and directs the Mayor and Town Clerk to execute the Agreement on behalf of the Town.

**Section 3.** The Town Commission hereby designates that the County Canvassing Board as members of the Town's Canvassing Board, and enabling those designated or their designees to represent the Town at the Logic and Accuracy ("L&A") testing of the voting equipment prior to the General Election. The SOE is also hereby requested to prepare vote by mail ballots for the Town, said ballots to be distributed to those electors who are unable to vote on the day of the General Election. The SOE is hereby requested to count the absentee ballots and include the Town in the canvassing advertisement.

**Section 4.** This Resolution shall become effective immediately upon adoption.

The foregoing Resolution was offered by Commissioner Michaud, who moved its adoption. The motion was seconded by Commissioner Linden and upon being put to a roll call vote, the vote was as follows:

	AYE	NAY
MAYOR MICHAEL O'ROURKE	<u>Absent</u>	_____
VICE-MAYOR KIMBERLY GLAS-CASTRO	<u>/</u>	_____
COMMISSIONER ERIN FLAHERTY	<u>/</u>	_____
COMMISSIONER JOHN LINDEN	<u>/</u>	_____
COMMISSIONER ROGER MICHAUD	<u>/</u>	_____

The Town Commission thereupon declared the foregoing Resolution No. 66-10-21 duly passed and adopted this 20 day of October, 2021.

TOWN OF LAKE PARK, FLORIDA

BY: Kimberly Glas-Castro  
MICHAEL O'ROURKE  
MAYOR

ATTEST:

Vivian Mendez  
VIVIAN MENDEZ  
TOWN CLERK

Approved as to form and legal sufficiency:

BY: Thomas J. Baird  
THOMAS J. BAIRD  
TOWN ATTORNEY



**2022 MUNICIPAL ELECTION  
VOTE PROCESSING EQUIPMENT USE  
AND ELECTIONS SERVICES AGREEMENT**

This Vote Processing Equipment Use and Elections Services Agreement (hereinafter referred to as the "Agreement") is hereby entered into by and between the **Palm Beach County Supervisor of Elections Office** (hereinafter referred to as "SOE") and the Town of Lake Park, **Florida** (hereinafter referred to as "MUNICIPALITY").

**WITNESSETH:**

**WHEREAS**, pursuant to Section 101.34, Florida Statutes, SOE is the legal custodian of certified vote processing equipment owned by Palm Beach County, Florida, and is hereby charged with the responsibility for custody and maintenance of said equipment; and,

**WHEREAS**, MUNICIPALITY desires, or is otherwise statutorily obligated, to conduct an election that requires the use of vote processing equipment to count ballots; and,

**WHEREAS**, all vote processing equipment requires specially trained and knowledgeable individuals to program, operate and maintain said equipment; and,

**WHEREAS**, the Palm Beach County Board of County Commissioners has authorized SOE to provide any necessary terms and conditions for the use of such voting equipment; and,

**WHEREAS**, SOE can provide the necessary personnel to program, operate and maintain said equipment; and,

**WHEREAS**, MUNICIPALITY hereby acknowledges full responsibility for all applicable requirements under the Florida Election Code and any provision of its Charter or Code of Ordinances which may not be addressed or included in this Agreement.

**NOW THEREFORE**, in consideration of the premises and of the mutual promises, terms and conditions stated herein, SOE and MUNICIPALITY agree as follows:

**ARTICLE 1 – RECITALS**

The above recitals are true and correct and incorporated herein.

**ARTICLE 2 – AGREEMENT**

SOE shall provide MUNICIPALITY such necessary vote processing equipment and election services according to the terms and conditions stated in this Agreement, for the purposes of conducting a Municipal Election to be held on March 8, 2022, and a Run-Off Election, if necessary, along with the necessary vote processing equipment and election services to facilitate any early voting sites, polling locations and polling places as may be necessary and agreed upon by the parties.

**ARTICLE 3 – OPERATION AND PROGRAMMING SERVICES**

**3.1 Municipal Services.** For each election, MUNICIPALITY shall pay SOE for election operations.

**3.2 Vote-By-Mail Ballots.** MUNICIPALITY shall pay SOE for vote-by-mail operations and materials.

**3.3 Repairs.** For any election, all maintenance, repairs or other troubleshooting services for vote processing equipment, including any tabulators, check-in devices, and other voting equipment, will be performed exclusively by SOE and such services are included in all stated charges. However, SOE does reserve the right to seek reimbursement from MUNICIPALITY for any repairs or maintenance caused by any neglect or unauthorized acts by any employee or representative of MUNICIPALITY.

**ARTICLE 4 – OTHER ELECTION CHARGES**

**4.1 Precinct Services.** For each election, MUNICIPALITY shall pay SOE for precinct preparation and poll worker training.

**4.2 Other.** For each election and upon proper notice to MUNICIPALITY, MUNICIPALITY shall pay SOE for any other election services not contemplated herein which may be needed to conduct an orderly election.

**ARTICLE 5 – TERM**

For each election, the terms of this Agreement begin with ballot layout and conclude when ballots have been processed, election results have been certified, all vote processing equipment has been returned to the SOE's warehouse and an audit, if applicable, has been completed. In the event of an election contest or challenge, SOE agrees to cooperate in providing any public records which the SOE maintains or otherwise controls.

**ARTICLE 6 – APPLICABLE REQUIREMENTS OF FLORIDA'S ELECTION CODE**

MUNICIPALITY shall properly call the election in accordance with any Florida Statutes, applicable charter provisions or ordinances pertaining to the MUNICIPALITY. In addition, MUNICIPALITY agrees that it's Town Clerk shall be responsible for the conduct of the MUNICIPALITY's elections and for ensuring compliance with all applicable Florida Statutes, including the Florida Election Code and any Town of Lake Park charter and/or Code provisions. Any obligations or duties not set forth in this Agreement shall be the sole responsibility of MUNICIPALITY.

## **ARTICLE 7 – NOTICE AND ADVERTISEMENT OF ELECTIONS**

**7.1 Uniform Municipal Election.** MUNICIPALITY shall prepare and arrange for publication of all legal advertising required by state and federal statutes, city charter and town ordinances. MUNICIPALITY agrees that all advertisements of elections conducted in Palm Beach County shall be published in both English and Spanish and that MUNICIPALITY shall be responsible for the accurate and complete translation of any such notices. SOE shall, if available, provide samples of required advertising upon request.

**7.2 Run-Off Election.** In the event of a run-off election, MUNICIPALITY shall prepare and arrange for publication of all legal advertising required by state and federal statutes, city charter and city ordinances. MUNICIPALITY agrees that all advertisements of elections conducted in Palm Beach County shall be published in both English and Spanish and that MUNICIPALITY shall be responsible for the accurate and complete translation of any such notices. SOE shall, if available, provide samples of required advertising upon request.

## **ARTICLE 8 – QUALIFYING OF CANDIDATES**

MUNICIPALITY may provide qualifying packets to candidates. MUNICIPALITY shall accept and process all qualifying papers and fees. For audio ballots, MUNICIPALITY shall collect pronunciation guides from candidates at the time of qualifying and shall submit them to SOE at the close of qualifying.

If petitions are part of qualifying process, MUNICIPALITY shall pay SOE Ten Cents (\$.10) per name, or such other amount as determined per Florida Statutes or the Florida Administrative Code, checked to verify any signatures on qualifying petitions. SOE agrees to verify any signatures for any qualifying petitions timely submitted by MUNICIPALITY in the order such petitions are received.

In no event shall SOE issue any recommendations or make any legal determinations as to the qualifications of eligibility of any candidate for municipal office.

## **ARTICLE 9 – PRINTING OF BALLOTS AND BALLOT SERVICES**

### **9.1 Uniform Municipal Election.**

SOE shall place an order for sufficient quantity of Election Day ballots with a third-party printer as selected exclusively by SOE.

MUNICIPALITY shall furnish, immediately upon the conclusion of the qualifying period, all ballot information in English, including the name of the candidates as they are to appear on the ballot, the name of the Municipality, the name of the election, the title of office or referendum title, explanation, and questions.

SOE agrees to provide the layout of the ballot(s) based on the information furnished by MUNICIPALITY and deliver ballot layout to the approved printer. Both SOE and MUNICIPALITY must sign off on ballot proof(s).

SOE will provide all necessary translations of ballots, in accordance with Section 203 of the Voting Rights Act, as well as Creole translations for the ExpressVote machine. MUNICIPALITY shall be responsible for all translation costs.

The SOE will be responsible for ordering test ballots. Once test ballots are received from the printer, SOE will test all vote processing equipment in accordance with the standards established by the Florida Division of Elections and any applicable Florida Statutes. Upon receipt of the printed ballots from the printer, SOE shall receive, securely store, and account for all ballots until disbursed to poll workers. SOE shall also control and limit all access to un-voted ballots while in possession of SOE.

#### 9.2 Run-Off Election.

In the event of a run-off election, MUNICIPALITY shall be responsible for providing all information stated in 9.1. MUNICIPALITY must approve ballot content and layout prior to printing.

MUNICIPALITY shall be responsible for reimbursing SOE for any and all costs incurred.

### **ARTICLE 10 – POLL WORKERS**

10.1 Selection and Training of Poll Workers. SOE shall hire and train all poll workers in accordance with the Florida Election Code and other guidelines, procedures or regulations as followed or adopted for the conduct of elections in Palm Beach County. The Town Clerk for MUNICIPALITY, or a representative, shall be in attendance for poll worker training sessions. Poll workers shall undergo job specific training and complete required number of training hours as specified by SOE poll worker department management. All necessary supplies and ballots shall be provided by SOE and stored in precinct cabinets or transported in poll worker clerk bags.

10.2 Uniform Municipal Election. MUNICIPALITY shall pay poll workers directly for their services.

10.3 Run-Off Election. In the event of a run-off election, MUNICIPALITY shall pay poll workers directly for their services.

### **ARTICLE 11 – SELECTION OF POLLING PLACES**

MUNICIPALITY shall provide ADA compliant Polling Places. The MUNICIPALITY shall be responsible to pay for all costs incurred with Polling Place changes, including the mailing of Polling Place change notices to voters.

### **ARTICLE 12 – SAMPLE BALLOTS**

#### 12.1 Uniform Municipal Election.

MUNICIPALITY shall review the sample ballot(s) and confirm the accuracy of the election date, office, candidate name(s), polling locations, polling places and all other information contained therein. At MUNICIPALITY'S option and expense, SOE shall coordinate the mailing of the sample ballots to all registered voters in the municipality prior to the election.

#### 12.2 Run-Off Election.

In the event of a run-off election, SOE **shall not** create or mail sample ballots.

**ARTICLE 13 – TRANSPORTATION OF ELECTIONS EQUIPMENT AND SUPPLIES****13.1 Uniform Municipal Election.**

SOE shall be responsible for delivery and pick up of any vote processing equipment. Election equipment shall be delivered by SOE, or a third party representative of SOE on an agreed upon date, up to eight (8) days prior to the election. SOE, or a third party representative of SOE, shall pick up voting equipment on an agreed upon date. SOE shall have full discretion and authority to hire and employ any outside third parties to assist with or perform delivery and pick up of voting equipment.

**13.2 Run-Off Election.**

SOE shall maintain responsibility for transportation of equipment and supplies as stated in 14.1. MUNICIPALITY shall reimburse SOE for any and all costs incurred for equipment delivery and pickup.

**13.3 MUNICIPALITY is not permitted to deliver any election equipment.**

**ARTICLE 14 – LOCATION AND STORAGE OF VOTING EQUIPMENT**

All voting equipment shall be stored, maintained, and located in a well-protected, secure, temperature-controlled, indoor room or facility. Once the voting equipment is delivered to a voting site, no equipment shall be relocated without the prior written approval of SOE.

**ARTICLE 15 – CANVASSING OF ELECTION RESULTS**

**15.1 County Canvassing Board.** If MUNICIPALITY is using the County Canvassing Board, SOE shall schedule and coordinate the date on which the Canvassing Board is to assemble to canvass the results of the election. SOE shall notice and advertise, as needed, the dates of any canvassing board meetings. SOE shall convene the Canvassing Board to determine which voted Vote-By-Mail ballots are to be tabulated. SOE shall provide for collection of results from each precinct.

**15.2 Municipal Canvassing Board.** If MUNICIPALITY is using its own, separate Canvassing Board, MUNICIPALITY shall coordinate with SOE and schedule the date(s) on which MUNICIPALITY'S Canvassing Board is to assemble to canvass the results of the election. Supervisor of Elections shall not be a member of the MUNICIPALITY'S Canvassing Board. The Supervisor of Elections may be a substitute member. MUNICIPALITY shall notice and advertise in both English and Spanish, as needed, the dates of any Canvassing Board meetings. MUNICIPALITY shall convene the Canvassing Board to determine which voted ballots are to be tabulated. MUNICIPALITY shall provide for collection of results from each precinct.

**15.3 Run-Off Election.** In the event of a run-off election, MUNICIPALITY shall schedule and coordinate the date on which MUNICIPALITY'S Canvassing Board is to assemble to canvass the results of the election. If applicable, MUNICIPALITY shall coordinate for the use of SOE facilities to conduct the Canvassing Board activities. MUNICIPALITY shall notice and advertise in both English and Spanish, as needed, the dates of any Canvassing Board meetings.

MUNICIPALITY shall convene the Canvassing Board to determine which voted ballots are to be tabulated. MUNICIPALITY shall provide for collection of results from each precinct.

#### **ARTICLE 16 – AUDITS**

MUNICIPALITY agrees to pay SOE for any additional costs as may be necessary, including overtime expenses, for conducting an audit, if necessary.

#### **ARTICLE 17 – POST-ELECTION RECORDS RETENTION**

SOE shall process affirmation forms and sort, inventory, and pack all election materials for pickup by SOE for retention and disposition. SOE shall store or cause to be stored all necessary election records and ballots until expiration of retention period as prescribed by applicable Florida Statutes and Rules. The MUNICIPALITY is responsible for maintaining candidate qualifying documents and certified results in accordance with Florida Law.

#### **ARTICLE 18 – VOTER HISTORY**

MUNICIPALITY and SOE shall make mutually acceptable arrangements for recording and maintaining voter history. MUNICIPALITY is responsible for determining whether voters are eligible electors, pursuant to municipal charters and ordinances.

#### **ARTICLE 19 – OTHER NECESSARY COSTS**

Any additional costs or fees that may be incurred by SOE in compliance with the Florida Election Code and as a direct result of an election conducted for the MUNICIPALITY, that is not specified in this Agreement, shall be paid for by MUNICIPALITY at rates and fees as established by SOE. Examples of such additional costs or reimbursements include, but are not limited to, the following:

- A. **Recounts.** Any expenditure for conducting a recount, including any overtime expenses for reprogramming voting equipment, and other expenses as may be necessary to conduct a recount; and,
- B. **Attorneys' Fees and Costs.** Actual attorneys' fees and costs incurred by SOE for research or representation on any election-related matter involving the MUNICIPALITY shall be invoiced by SOE for reimbursement by MUNICIPALITY.

#### **ARTICLE 20 – HOLD HARMLESS COVENANT**

MUNICIPALITY shall at all times hereafter indemnify, hold harmless and, at SOE's option, defend or pay for an attorney selected by MUNICIPALITY to defend SOE, its officers, agents and employees against any and all claims, damages, injuries, losses, liabilities and expenditures of any kind, including attorneys' fees, court costs and expenses arising out of or resulting from any or all acts of omission or commission of or by the MUNICIPALITY, its officers, agents or employees with respect to any election conducted pursuant to this Agreement. MUNICIPALITY also agrees to indemnify SOE against any administrative challenges, civil suits or other legal challenges or appeals that may arise, including all attorneys' fees and costs, from the contest of election results or the validation of any candidate qualifications arising from MUNICIPALITY'S actions.



The foregoing indemnification shall not constitute a waiver of the MUNICIPALITY defense of sovereign immunity beyond the limits set forth at Sec. 768.28, Florida Statutes. In no case shall such limits for SOE or MUNICIPALITY extend beyond \$200,000 for any one person or beyond \$300,000 for any judgment which, when totaled with all other judgments, arises out of the same incident or occurrence. Furthermore, nothing herein shall be construed as consent by SOE, as a state agency or subdivision of the State of Florida, to be sued by third-parties in any matter arising out of any contract.

Notwithstanding the foregoing, these provisions shall not be construed to constitute agreement by either party to indemnify the other for such others' negligent, willful or intentional acts or omissions.

**ARTICLE 21 – ENTIRETY AND AMENDMENTS**

The Agreement embodies this entire agreement between SOE and MUNICIPALITY and supersedes all prior agreements and understandings relating to the conduct of elections. No modification, amendment or alteration to this Agreement shall be effective or binding unless submitted in writing and executed by the duly authorized representatives of both SOE and MUNICIPALITY.

**ARTICLE 22 – EFFECTIVE DATE**

The effective date of this Agreement shall be the latest date of execution by duly authorized representatives of SOE and MUNICIPALITY as shown on the signature page hereto.

**IN WITNESS WHEREOF**, we, the undersigned, do hereby state that we have the authority to bind and obligate as promised herein, SOE and MUNICIPALITY for purposes of executing this agreement on the dates set forth below.

\_\_\_\_\_  
Signature

Wendy Sartory Link  
\_\_\_\_\_  
Name (Printed or Typed)

Palm Beach County Supervisor of Elections  
\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

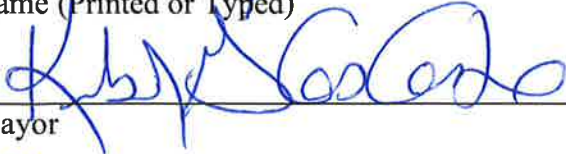
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Witness Name (Printed or Typed)

Signature

Kimberly Glas-Castro - Vice-Mayor

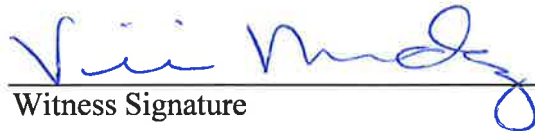
Name (Printed or Typed)



Mayor

October 20, 2021

Date



Witness Signature

Vivian Mendez

Witness Name (Printed or Typed)



Dear Municipal Clerks, Commissions, and Councils,

Congratulations to those of you who participated in a successful 2021 election cycle! The recent March Elections demonstrated the municipalities' commitment to democracy and to the voters of Palm Beach County. We were honored to work with you.

The Palm Beach County Supervisor of Elections office (SOE) is committed to facilitating secure, transparent, and accurate elections. To that end, due to updates in Florida Law in recent years, we have determined that certain changes in municipal charters and ordinances are necessary to ensure the efficient and cost-effective administration of future elections.

#### *Qualifying Dates*

To accommodate statutory vote-by-mail requirements, the SOE strongly recommends that each municipality who has not already done so amend its qualifying period so that its qualifying period ends on or before the 95<sup>th</sup> day before Election Day.

For example, qualifying for the March 8, 2022 election would end no later than Friday, December 3, 2021, allowing the SOE staff to program the necessary elections, create and proofread the ballot language, submit ballot templates to participating municipalities for approval, print vote-by-mail ballots, and prepare those ballots for mailing. We mail the military and overseas ballots 45 days before the election.

Failure to amend the qualifying period may result in the inability of the SOE to accommodate the elections of those municipalities. Our system does not allow us to "close" or move forward one city at a time, so any delay by one municipality results in our inability to move forward with the others.

#### *Runoff Elections*

While many municipalities no longer hold runoff elections, several still maintain provisions requiring a majority vote to win an election. Many municipalities have mentioned to us that the runoff elections are detrimental to their budgets because often the municipality has not budgeted for that expense. With so few holding runoff elections, the municipality does not benefit from the same degree of cost sharing as a Uniform Municipal Election that is held simultaneously with other municipalities. The county does not fund the municipal elections.

Please understand that we are happy to hold runoff elections, but are cognizant of the cost burden it places on municipalities. If you determine that you no longer wish to have runoff elections, please revise your charters or ordinances accordingly.



### *Polling Locations*

It has come to our attention that some charters include provisions requiring specific polling locations or specifying that polling locations be within city or town limits. While this may not present an issue for stand-alone elections, when municipalities wish to participate in uniform or countywide elections, this becomes logistically problematic and expensive, if not impossible. The SOE urges municipalities to remove any provisions to this effect, as it will be impossible to guarantee specific polling locations in future elections if the municipality is joining a countywide election.

### *Single Canvassing Board for Uniform Municipal Elections*

The final question presented for consideration by the municipalities is the designation of the Palm Beach County Supervisor of Elections as the official Supervisor of each Uniform Municipal Election, such that one single Canvassing Board may be empowered to canvass all of the municipal elections held simultaneously on a given day. The municipal clerks would still be qualifying officers for their municipality's candidates.

This is an optional service, and each municipality can make its own determination as to whether they want to designate the Palm Beach County Supervisor of Elections as the official Supervisor of their election. As required under the Florida election laws, at least one (1) member of the Canvassing Board is required to be present during activities such as the pre-election testing of tabulation equipment (the Logic and Accuracy test), opening, tabulation, duplication, and the canvassing of ballots. A municipality may choose to maintain its own Canvassing Board; however, if they choose to do so, the Supervisor of Elections may elect not to serve as a Canvassing Board member for that municipality.

In some municipalities, an election may be required in order to make these changes. The Secretary of State has called for a Special Primary Election on November 2, 2021, for the U.S. House of Representatives District 20 seat. While this district may not include a municipality that would be required to have an election, we will be happy to accommodate a municipality that wishes to do so. (If the municipality is within Congressional District 20, it would also result in a cost savings to that municipality.) Please let the Supervisor of Elections know by July 15, 2021, whether your municipality plans to participate in the November 2, 2021 election. We will not be able to hold an election outside of this date.



**Wendy Sartory Link**  
Palm Beach County Supervisor of Elections  
[www.pbcelections.org](http://www.pbcelections.org)

Again, congratulations on a successful election season. The Palm Beach County Supervisor of Elections looks forward to many future elections in partnership with our local governments.

Sincerely,

Wendy Sartory Link  
Supervisor of Elections Palm Beach County



**Wendy Sartory Link**  
Palm Beach County Supervisor of Elections  
[www.voteplmbeach.gov](http://www.voteplmbeach.gov)

August 10, 2021

Dear Municipal Clerks,

I hope this letter finds you well!

Based on the various questions the Supervisor of Elections office (SOE) received before, during, and after the Clerk workshop, we thought it would be helpful to lay out each of the municipalities' duties, as well as what the Supervisor of Elections will be responsible for, if you choose to have the Supervisor of Elections oversee your elections. Many of you will already know most of this, but for some of our newer Clerks, or those who have not had an election in a while, we hope this will serve as a helpful overview of the process.

### **Step 1: Qualifying**

The first stage of any election is Qualifying. At this stage, prospective candidates will work to qualify for placement on the ballot by either paying the required filing fee or submitting the number of petition signatures necessary to be eligible for whichever office for which they are running. The Qualifying officer is the person or office responsible for collecting those fees or signatures.

When the office or question is specific to a municipality, that municipal government (i.e. city commission, town council, etc.) is the qualifying officer, and therefore, usually the municipal clerk has the responsibility to collect filing fees and petitions. In other words, municipalities are responsible for facilitating their elections according to the municipality's rules (charters, ordinances, etc.); this includes stand-alone elections and municipal elections that piggy-back on county-wide elections.

Municipalities are and will always be responsible for:

- Collecting petitions;
- Collecting filing fees; and
- Posting notices or advertisements required by municipal charters/ordinances not already required by statute.

240 South Military Trail, West Palm Beach, FL 33415 | Post Office Box 22309, West Palm Beach, FL 33416

Telephone: 561.656.6200 | Fax Number: 561.656.6287



- Coordinating Monday set-up and 5:30 am access on Election Day; and
- Paying for voter information cards which are **required by law** to be sent to each voter whose polling location is affected both before the election, and after the election.

The Supervisor of Elections will:

- Schedule a site visit to any previously unused polling location to ensure DOJ compliance. All costs associated with any necessary site visits will be charged to the municipality;
- Print and mail voter information cards; and
- Deliver equipment to the designated location and pick up the equipment after the election.

### **Step 3: Ballots**

Municipal races, candidates, questions/issues must be provided to the SOE as soon as available but no later than 95 days before the election, or if arrangements have been made, no later than the 90-day grace period. Once the information is provided, the SOE will program the election. The SOE will lay out ballots, proof them, and send them to the municipalities for final approval, before sending them to the printers. In Palm Beach County, we are subject to a law that requires us to provide in Spanish everything we provide in English. That includes all legal ads and ballot language. We are also required to provide ADA accessible equipment (the ExpressVote), which also need to be programmed in English, Spanish, and Creole.

The Municipality is and will always be responsible for:

- Submitting language (names, races, question/issue wording) immediately after qualifying (but no later than the 95-day deadline);
- Proofing and approving final ballot layout and content prior to printing; and
- Paying for translations.

The Supervisor of Elections will:

- Program the Election;
- Lay out the ballot (in accordance with Florida law);
- Proofread the ballot (based on the language provided by the municipality);
- Arrange for certified translation of ballot;
- Coordinate with printer;
- Mail Vote-By-Mail ballots; and



county-wide election, certification may occur anywhere from the 3<sup>rd</sup> to the 12<sup>th</sup> day after the election.

- At least three members must be present for a recount, if necessary.
- A majority of the Canvassing Board must be present at all times during the post-election Audit. The SOE staff will complete the Audit process.

Should your municipality wish to take advantage of a county canvassing board in your future stand-alone elections, the SOE has drafted suggested language for an ordinance which would (1) confirm the Municipal Clerk's authority to delegate duties to the SOE as necessary (such as recruiting and assigning poll workers) without any additional authorization from the Municipal government, and (2) delegate all Canvassing responsibilities to a county canvassing board:

The [CITY/TOWN/MUNICIPAL] Clerk of [MUNICIPALITY] shall be the official representative of the municipality and the [CITY/TOWN/MUNICIPAL COMMISSION/COUNCIL] in all transactions with the Supervisor of Elections of Palm Beach County, Florida, in relation to matters pertaining to the use of the registration books and records herein mentioned for holding such municipal elections.

[MUNICIPALITY] delegates all canvassing duties as defined in applicable Florida Statute<sup>1</sup> and Florida Administrative Code<sup>2</sup> to the County Canvassing Board appointed by the Palm Beach County Commission and the Chief Judge of the Fifteenth Judicial Circuit and will be composed of the supervisor of elections; a county court judge, who shall act as chair; and the chair of the board of county commissioners, or their respective alternates or substitutes. *See* §102.141, Florida Statutes (2020).

Alternatively, if your municipality chooses not to designate the SOE as the official Supervisor of your Municipal Election, as suggested in the June 2021 Charter Recommendation letter, you may want to consider listing the Supervisor of Elections as a substitute, not an alternate, in the event there is an emergency, and no canvassing board members or alternates can be present for some reason.

<sup>1</sup> This includes, but is not limited to, the following Sections: F.S. 102.141, F.S. 101.5612, F.S. 101.68, F.S. 101.6925, F.S. 101.048, F.S. 101.049, F.S. 102.166, F.S. 102.151, and F.S. 101.591.

<sup>2</sup> This includes, but is not limited to, the following rules: Rule 1S-027, 1S-031, 1S-2.037, and 1S-5.026.



### **Step 8: Post-Election**

Voters have until 5:00 p.m. two (2) days after Election Day to cure any signature deficiencies. At that time, the Canvassing Board will vote to certify the election.

In the event there is a recount, all members of the Canvassing Board must be present throughout. The Supervisor of Elections and SOE staff will facilitate a machine recount, and a manual recount, if necessary.<sup>3</sup>

If your municipality allows for runoffs (if there is a tie, or if you have a requirement that a candidate in a 3-person race must obtain 50% of the vote to win), that will essentially be a new election and we will start the entire process over, beginning with Logic and Accuracy Testing.

Finally, some of you have asked about the laws governing Municipal Elections. Anything that is not explicitly set forth in your charters and ordinances will default to Florida Law:

#### **100.3605 Conduct of municipal elections.—**

(1) The Florida Election Code, chapters 97-106, shall govern the conduct of a municipality's election in the absence of an applicable special act, charter, or ordinance provision. No charter or ordinance provision shall be adopted which conflicts with or exempts a municipality from any provision in the Florida Election Code that expressly applies to municipalities.

(2) The governing body of a municipality may, by ordinance, change the dates for qualifying and for the election of members of the governing body of the municipality and provide for the orderly transition of office resulting from such date changes.

As such, the Supervisor of Elections will always conduct elections in accordance with Florida Law, and if you are unsure about what your obligations are, you can always refer to the Florida Election Code (Florida Statutes, Chapters 97-107) and the Florida Administrative Code.

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<sup>3</sup> A machine recount must be ordered (by the Canvassing Board) if the 1<sup>st</sup> set of unofficial returns (the results after the signature cure deadline) indicates that a candidate or issue was defeated or eliminated by .5 of 1% or less of the total votes cast for the office/question. If, after a machine recount, the candidate or issue was defeated by .25 of 1% or less, the Canvassing Board must order a manual, or hand recount.





## Polling Place Accessibility

*DE Reference Guide 0014 (eff. 3/2018)*

*These guidelines are for reference only. They are not to be construed as legal advice or representation. For any particular set of facts or circumstances, refer to the applicable state, federal law, and case law, and/or consult a private attorney before drawing any legal conclusions or relying upon this information.*

### HISTORY

- **State law required a one-time polling place accessibility survey in 2003.**
  - Supervisors of Elections required to survey each polling place for accessibility by September 1, 2003 in accordance with standards under s. [101.715](#), Florida Statutes, that would take effect on July 1, 2004. See Section 17, [Ch 2002-281](#), Laws of Florida.
  - The Department of State adopted Rule 1S-2.035 which incorporated the survey instrument for use in 2003. The rule was repealed on 11/1/2015 and the 2003 survey instrument is available upon request for historical reference only. Refer to s. [101.715](#), Florida Statutes, and the U.S. Department of Justice, Civil Rights Division, Disability Rights Section's Polling Place Accessibility Checklist in Part 3 of the ADA Checklist for Polling Places through link below under Resources for ADA Accessibility Standards.

### CURRENT STATUTORY REQUIREMENT

- **Section [101.715](#), Florida Statutes, provides:**
  - All polling places must be accessible and usable by people with disabilities, as provided in this section.
  - Each polling place used for federal, state, and local elections must comply with the Florida Americans with Disabilities Accessibility Implementation Act, ss. [553.501-553.513](#), Fla. Stat., for all portions of the polling place or the structure in which it is located that voters traverse going to and from the polling place and during the voting process, regardless of the age or function of the building.
  - The selection of a polling site must ensure accessibility with respect to the following accessible elements, spaces, scope, and technical requirements: accessible route, space allowance and reach ranges, protruding objects, ground and floor surfaces, parking and passenger loading zones, curb ramps, ramps, stairs, elevators, platform lifts, doors, entrances, path of egress, controls and operating mechanisms, signage, and all other minimum requirements.
  - Standards required at each polling place, no matter the building's age or function, include:
    - For polling places that provide parking spaces for voters, one or more signed accessible parking spaces for disabled persons.
    - Signage identifying an accessible path of travel to the polling place if it differs from the primary route or entrance.
    - An unobstructed path of travel to the polling place.
    - Level, firm, stable, and slip-resistant surfaces.
    - An unobstructed area for voting.
    - Sufficient lighting along the accessible path of travel and within the polling place.

### RESOURCES FOR ADA ACCESSIBILITY STANDARDS

- The [2012 Florida Accessibility Code for Building Construction \(Feb 2012\)](#), adopted pursuant to s. 553.503, Fla. Stat.
- The [2010 ADA Standards for Accessible Design \(Sep. 2010\)](#), published by the U.S. Department of Justice.
  - This is the basis for [2012 Florida Accessibility Code for Building Construction](#), above.
- Publications by the U.S. Department of Justice, Civil Rights Division, Disability Rights Section:
  - [The ADA Checklist for Polling Places \(June 2016\)](#) includes Polling Place Accessibility Checklist under Part 3
  - [The Americans with Disabilities Act and Other Federal Laws Protecting the Rights of Voters with Disabilities Solutions for Five Common ADA Access Problems at Polling Places](#)

Activity	Number of Canvassing Board Members Required to be Present	Underlying statute(s) and/or rule for activity
<b>Public logic &amp; accuracy testing</b>	<ul style="list-style-type: none"> <li>At least one member for test</li> <li>All members to certify the accuracy of test</li> </ul>	Section <a href="#">101.5612(2)</a> , Fla. Stat.
<b>Canvassing of vote-by-mail ballots</b>	<ul style="list-style-type: none"> <li>Majority to approve and order the opening of the ballots</li> <li>At least one member to be present at all times during opening and running of the ballots through tabulation system</li> </ul>	Sections <a href="#">101.68</a> , <a href="#">101.6925</a> , and <a href="#">102.141(2)</a> & (8), Fla. Stat.
<b>Determination to count or reject vote-by-mail ballots (e.g., signature mismatch)</b>	<ul style="list-style-type: none"> <li>Majority to determine whether to count or reject a ballot</li> </ul>	Sections <a href="#">101.68</a> , <a href="#">101.6925</a> , and <a href="#">102.141(2)</a> , Fla. Stat.
<b>Duplication of ballot</b>	<ul style="list-style-type: none"> <li>Majority to be present to approve ballots to be duplicated</li> <li>At least one member to be present during duplication of ballots</li> </ul>	Sections <a href="#">101.5614(5)</a> , <a href="#">101.68</a> , and <a href="#">102.141(8)</a> , Fla. Stat.
<b>Canvassing of provisional ballots</b>	<ul style="list-style-type: none"> <li>Majority to determine whether to count or reject (which latter must be by preponderance of the evidence)</li> </ul>	Sections <a href="#">101.048</a> , <a href="#">101.049</a> , <a href="#">101.6925</a> , and <a href="#">102.141(2)</a> , Fla. Stat.; <a href="#">Rule 1S-2.037</a> , Fla. Admin. Code
<b>Finding that a signature on provisional ballot or vote-by-mail ballot voter certificate or cure affidavit does not match signature on record</b>	<ul style="list-style-type: none"> <li>Majority and beyond reasonable doubt</li> </ul>	Sections <a href="#">101.048</a> and <a href="#">101.68</a> , Fla. Stat.
<b>Recount</b>	<ul style="list-style-type: none"> <li>Majority at all times during recount process</li> <li>All members for determination or decision to resolve a discrepancy during a recount</li> </ul>	Sections <a href="#">102.141</a> and <a href="#">102.166</a> , Fla. Stat.; Rules <a href="#">1S-2.027</a> , and <a href="#">1S-2.031</a> , Fla. Admin. Code
<b>Certification of election results</b>	<ul style="list-style-type: none"> <li>Majority to certify results</li> </ul>	Section <a href="#">102.151</a> , Fla. Stat.
<b>Post-election certification audit of voting system</b>	<ul style="list-style-type: none"> <li>Majority at all times during audit process</li> </ul>	Section <a href="#">101.591</a> , Fla. Stat.; Rule <a href="#">1S-5.026(4)(e)</a> , Fla. Admin. Code

<b>MUNICIPALITY</b>	<b>YES</b>	<b>NO</b>
<b>ATLANTIS</b>	<b>YES</b>	
<b>BOCA RATON</b>	<b>YES</b>	
<b>BOYNTON BEACH</b>	<b>YES</b>	
<b>DELRAY BEACH</b>		<b>NO</b>
<b>GREENACRES</b>	<b>YES</b>	
<b>GULF STREAM</b>	<b>YES</b>	
<b>HYPOLUXO</b>	<b>YES</b>	
<b>JUNO BEACH</b>	<b>YES</b>	
<b>JUPITER INLET COLONY</b>	<b>YES</b>	
<b>LANTANA</b>		<b>NO</b>
<b>LAKE WORTH BEACH</b>	<b>YES</b>	
<b>MANALAPAN</b>	<b>YES</b>	
<b>NORTH PALM BEACH</b>	<b>YES</b>	
<b>OCEAN RIDGE</b>		<b>NO</b>
<b>PAHOKEE</b>	<b>YES</b>	
<b>PALM BEACH</b>		<b>NO</b>
<b>PALM BEACH GARDENS</b>		<b>NO</b>
<b>PALM BEACH SHORES</b>	<b>YES</b>	
<b>ROYAL PALM BEACH</b>	<b>YES</b>	
<b>TEQUESTA</b>	<b>YES</b>	
<b>WELLINGTON</b>	<b>YES</b>	
<b>WESTLAKE</b>	<b>YES</b>	



Town of Lake Park Town Commission

Agenda Request Form

Meeting Date: October 20, 2021

Agenda Item No.

Agenda Title: Resolution Authorizing the Mayor to Sign the Palm Beach County Supervisor of Elections Agreement for Vote Processing Equipment Use and Election Services for the General Election Scheduled for March 8, 2022 and Select the County Canvassing Board to Canvass the Town's Ballots.

- Checkboxes for SPECIAL PRESENTATION/REPORTS, BOARD APPOINTMENT, PUBLIC HEARING ORDINANCE ON READING, NEW BUSINESS, OTHER.

Approved by Town Manager [Signature] Date: 10/8/21

Vivian Mendez, Town Clerk
Name/Title

Table with 3 columns: Originating Department (Town Clerk), Costs (\$30,000.00), Attachments (Resolution, SOE Agreement, List of Municipalities), Advertised (Date, Paper), and notification details.

Summary Explanation/Background:

The Palm Beach County Supervisor of Elections has presented the Town of Lake Park with an agreement for Vote Processing Equipment Use and Election Services for the March 8, 2022 General Election.