

# EXHIBIT A TO INTERGOVERNMENTAL AGREEMENT

## MEMORANDUM OF AGREEMENT FOR SERVICES AND MATERIALS FOR MUNICIPAL ELECTION

**Election Name:** Oviedo City Election

**Election Date:** November 7, 2023

**Book Closing Date:** October 10, 2023

**Qualifying Period:** 8 a.m., August 7 – Noon, August 11, 2023

**Logic & Accuracy Test (Poll/VBM Equipment): Date:** October 27, 2023 **Time:** 10 a.m.

**Location:** SOE Office, 1500 E. Airport Blvd. Sanford, FL 32773

**Poll Worker Training: Dates:**TBD **Times:**TBD

**Location:** SOE Office, 1500 E. Airport Blvd. Sanford, FL 32773

**Parties to Agreement:** Seminole County SOE and the City of Oviedo

1. The Supervisor of Elections shall coordinate, in consultation with the City, publication of notice in accordance with Florida Statutes; The City shall notify political committees of date and time for Logic & Accuracy tests as indicated above. The cost of any such notices shall be borne by the City.
2. The City shall furnish all ballot information - including election name – not later than Noon on the 3<sup>rd</sup> business day after the close of qualifying period. The Supervisor of Elections shall, as soon as practical thereafter, design the ballot for City approval. The City shall approve or reject the ballot not later than noon the 3<sup>rd</sup> business day following delivery of the ballot to the City by the Supervisor of Elections. As soon as practical after receipt of the final approved ballot, the Supervisor of Elections shall place orders for printing, the costs of which shall be paid by the City. The Supervisor of Elections shall program the voting equipment to count said ballots, test ballots received from printer, and program all related election equipment, in accordance with state law.

3. The City shall pay the printer directly for all ballot printing, translation and delivery.
4. The Supervisor of Elections shall mail advance notices to overseas electors at no charge to City.
5. The Supervisor of Elections shall process all candidate petition signature verification at a cost to the City of 10 cents per signature (if applicable).
6. The Supervisor of Elections shall process all requests for mail ballots at no cost to the City, except printing and postage. Mail ballot process includes:
  - Accepting all requests for mail ballots by telephone, mail, or in person.
  - Provide mail house with initial and daily mail ballot requests.
  - Receive voted mail ballots.
  - Verify signatures on returned mail ballot certificates.
  - Account for all mail ballots.

For purposes of calculating postage, the City's obligation is based on the number of outgoing vote-by-mail packets and postage paid ballot return envelopes distributed by the Supervisor of Elections in connection with the City Election.

7. The city shall be responsible for any and all data access and usage required by the Supervisor of Elections in conjunction with the conducting of early voting and election day polling sites for the city election
8. The city must notify the Supervisor of Elections office of their intent to hold early voting, if applicable, no later than the beginning of their qualifying period. Early voting obligations and procedures will be outlined in a separate agreement, if applicable.
9. The Supervisor of Elections shall provide voting equipment.
10. The City shall determine polling place locations and schedule use of same. The Supervisor of Elections shall provide a list of county polling places upon request by the City. A site visit and standard polling place agreement from the Supervisor of Elections must be completed for all polling places. If a polling place not on the list is selected, a Supervisor of Elections site visit is required prior to approval. The City will contract and pay the owner of facilities for their use.
11. The City and the Supervisor of Elections shall jointly review and approve any mail including any and all required notices to affected voters if polling location changes.

12. The Supervisor of Elections shall, on behalf of the City, select vendors to serve as election workers, and shall be responsible for hiring, scheduling, and training said vendors and making Election Day assignments. The City shall be responsible for compensation directly to such vendors and shall ensure adequate coverages in the event of liability claims or workers compensation claims.
13. The Supervisor of Elections shall transport equipment to and from polling places. The City shall compensate the Supervisor of Elections \$50 per Election Day polling location and \$100 per Early Voting location for equipment delivery and pick-up. The Supervisor of Elections will make arrangements with polling locations for delivery and pick-up of equipment.
14. All advertising (except for canvassing/sample ballot ad) or other requirements required by the City's charter and state law, or otherwise, shall be the sole responsibility of the City.
15. The Supervisor of Elections shall update voter records after the City election in accordance with Florida law.
16. The Supervisor of Elections shall invoice the City for all costs due and payable and, within thirty (30) days of invoicing, the City shall issue a check or warrant made payable to Seminole County.
17. In accordance with City Ordinance 2-119, the canvassing board for the city election shall be the Seminole County Canvassing Board.
18. The Supervisor of Elections shall provide secure storage for any ballots while ballots are in the custody of the Supervisor of Elections.
19. Anytime notice, consultation, or joint approval is required pursuant to this agreement, notice shall be provided via electronic mail to the official email addresses for the Supervisor of Elections, the Assistant Supervisor of Elections, and the Chief Administration Officer for the Supervisor of Elections, and the City Clerk, City Manager, and Assistant City Manager for the City of Oviedo

**Signed:**

\_\_\_\_\_  
(for Supervisor of Elections)

Date \_\_\_\_\_

\_\_\_\_\_  
(for City)

Date \_\_\_\_\_