



**2026 MUNICIPAL ELECTION(S)
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 _____, **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 it may be responsible for other applicable requirements under the Florida Election Code and any provision of MUNICIPALITY’S Charter or municipal 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 the Uniform Municipal Elections (“UME”) to be held on March 10, 2026, and a Run-Off Election, if necessary, on March 24, 2026, along with the necessary vote processing equipment and election services to facilitate polling locations and polling places as may be necessary and agreed upon by the parties. Except for the UME and Run-Off elections resulting from the UME, which are required by MUNICIPALITY charter or ordinance, no other municipal elections will be conducted by SOE except by separate written signed agreement of the parties hereto.

ARTICLE 3 – OPERATION AND PROGRAMMING SERVICES

3.1 Municipal Services. For each election, MUNICIPALITY shall pay SOE for the SOE's actual cost incurred by SOE in conducting MUNICIPALITY's election operations, as provided in the estimated fee schedule attached as Exhibit "A".

3.2 Vote-By-Mail Ballots. For each election, MUNICIPALITY shall pay SOE for each Vote-By-Mail ballot request processed plus actual postage costs, including Return Postage. MUNICIPALITY shall also pay SOE for each Vote-By-Mail ballot signature verified.

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 damage 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 in accordance with Exhibit "A".

4.2 Fee Schedule. For each election, MUNICIPALITY shall pay SOE for any other goods or services not specifically provided for in this Agreement, but that may be described or listed in the Municipal Fee Schedule(s) attached hereto as Exhibit "A".

4.3 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 that meets the requirements of law.

4.4 Increased Costs. If the actual out-of-pocket costs to the SOE increase due to an increase in postage costs, law enforcement costs, or any other costs that are higher than the estimates provided in Exhibit "A", MUNICIPALITY nevertheless agrees to pay the increased costs incurred by SOE. Any increased costs will be reflected in the billing statement provided to MUNICIPALITY by SOE at the time payment is sought.

ARTICLE 5 – TERM

For each election, the terms of this Agreement begin upon execution of this Agreement by both the SOE and MUNICIPALITY and shall terminate on December 31, 2026, or when all ballots for the UME/Run-Off Elections have been processed, all election results have been certified, all vote processing equipment has been returned to the SOE's warehouse and the audit, if applicable, has been completed, whichever is later. In the event of an election contest or challenge, SOE agrees to cooperate in providing any public records that 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 city ordinances. MUNICIPALITY agrees that the Municipal Clerk is 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 municipal charter provisions and ordinances; provided, however, such statute, charter, or ordinance may specifically impose or delegate certain duties to the SOE; for provisions in a Municipal charter of ordinance, the SOE must consent to the duties set forth in the charter or ordinance in order to be bound by it. Any obligations or duties not set forth in this Agreement or otherwise provided for by law shall be the sole responsibility of MUNICIPALITY.

ARTICLE 7 – NOTICE AND ADVERTISEMENT OF ELECTIONS

Uniform Municipal Election/Run-Off Election. MUNICIPALITY shall prepare and arrange for publication of all legal notices and advertising required by state and federal statutes, city charter, and city ordinances. MUNICIPALITY agrees that all notices and 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 will advertise the dates of the UME/Run-Off elections on its website in both English and Spanish, and SOE shall be responsible for obtaining the accurate and complete translation of any such advertising.

ARTICLE 8 – QUALIFYING OF CANDIDATES

MUNICIPALITY is the qualifying officer for all municipal 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 the qualifying process, the SOE shall be responsible for verifying that all names appearing on such petitions belong to qualified electors of MUNICIPALITY. The SOE agrees to verify any and all signatures for any qualifying petitions timely submitted by MUNICIPALITY in the order such petitions are received. MUNICIPALITY shall pay SOE Ten Cents (\$0.10) per name, or such other higher amount as permitted by Florida Statutes or the Florida Administrative Code, checked to verify any signatures on qualifying petitions. Except as set forth in the following paragraph, SOE shall complete signature verification of petitions within 30 days of receipt of the petitions from MUNICIPALITY.

When MUNICIPALITY provides SOE with candidate petitions before the signature verification cutoff deadline (before noon of the 28th day preceding the first day of qualifying), SOE will verify the signed petitions no later than the 7th day before the first day of qualifying. (See Section 99.095(3), Florida Statutes.) SOE will verify signatures on all timely submitted signed petitions until the candidate indicates in writing to stop verification. MUNICIPALITY must notify each candidate in writing that if the signatures are not timely submitted in accordance with this paragraph that SOE will review them in accordance with the paragraph above, which may result in the candidate not knowing the disposition of the review until after the qualifying period.

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

SOE shall place an order for the quantity of Election Day ballots as directed by the MUNICIPALITY with a third-party printer as selected exclusively by SOE. MUNICIPALITY shall be responsible for payment to the third-party printer. MUNICIPALITY shall pay SOE a per-ballot fee for each Vote-By-Mail ballot printed.

MUNICIPALITY shall furnish, immediately upon the conclusion of the qualifying period, but no later than ninety-five (95) days before Election Day, unless otherwise agreed upon by SOE and MUNICIPALITY, all ballot information in English, including the name of the candidates as they are to appear on the ballot, the name of MUNICIPALITY, the name of the election, the title of office or referendum title, explanation, and questions. SOE agrees to provide, at MUNICIPALITY's cost and expense, translation of MUNICIPALITY's ballot language from English to Spanish, in accordance with Section 203 of the Voting Rights Act, as well as Creole translations for the ExpressVote machine.

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

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 unvoted ballots while in possession of SOE.

ARTICLE 10 – POLL WORKERS

10.1 Selection and Training of Poll Workers. SOE will select poll workers for MUNICIPALITY from a group of trained poll workers. SOE will assign the minimum number of poll workers for each required position and standby poll workers to be available on Election Day, as determined by SOE. Additional poll workers may be added at the request of MUNICIPALITY, which SOE agrees to provide based on the availability of properly trained poll workers and legal party affiliation requirements. SOE will 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 clerk for MUNICIPALITY, or a representative, shall be in attendance for poll worker training sessions. Poll workers shall undergo job-specific training and complete the required number of training hours as specified by SOE poll worker department management. All necessary supplies and ballots will be provided by SOE and stored in precinct cabinets or transported in poll worker clerk bags.

10.2 Uniform Municipal Election/Run-Off Election. MUNICIPALITY shall promptly pay poll workers directly for their services in the same amounts/at the same hourly rates that SOE pays poll workers, which as of the Effective Date hereof, is set forth in Exhibit "A". If SOE changes the rates of pay/hourly rates SOE is paying poll workers, MUNICIPALITY agrees to pay the current rates of pay/hourly rates being paid by SOE at that time.

ARTICLE 11 – SELECTION OF POLLING PLACES

MUNICIPALITY shall secure ADA compliant Polling Places for the UME/Run-Off Election. Upon request, SOE will provide MUNICIPALITY with the list of the polling places currently assigned to MUNICIPALITY'S precincts. If the polling place secured for the UME/Run-Off election is different than what is shown on the voters' most recent voter information card, MUNICIPALITY shall pay the cost for the SOE to mail a new voter information card to each voter with the new location on it. If the location is temporary for the UME/Run-Off election, MUNICIPALITY shall also pay the costs for the follow-up mailing of the voter information card to designate the previous location as the again-current polling location.

ARTICLE 12 – POLL WATCHERS

MUNICIPALITY is responsible for collecting the Designation of Poll Watchers form and submitting it to SOE for processing. SOE will make the required identification badges and provide them to MUNICIPALITY.

MUNICIPALITY will be responsible for all costs associated with the preparation of badges.

MUNICIPALITY will create a master poll watcher list to be supplied to the SOE office and their poll workers on Election Day.

ARTICLE 13 – SAMPLE BALLOTS

SOE *shall not* mail sample ballots. Sample ballots will be posted on the SOE's website.

ARTICLE 14 – VOTE-BY-MAIL BALLOTS

MUNICIPALITY shall refer all requests for Vote-By-Mail ballots to SOE. Unless the Clerk for MUNICIPALITY provides written direction to the contrary, SOE agrees to accept all requests for Vote-By-Mail ballots by telephone, mail, email, or in person in accordance with Florida Statutes. SOE also agrees to mail Vote-By-Mail and overseas ballots as requested by registered voters, receive and securely store any voted Vote-By-Mail ballots, verify the signatures on any returned voted Vote-By-Mail ballot certificates, facilitate voter signature cures, accommodate public inspection of Vote-By-Mail ballot mailing envelopes and voter certificates, and account for all Vote-By-Mail ballots.

SOE may begin processing Vote-By-Mail ballots prior to Election evening, pursuant to Section 101.68, Florida Statutes.

If MUNICIPALITY does not use the County Canvassing Board, MUNICIPALITY shall schedule and coordinate with SOE the date on which the MUNICIPALITY'S Canvassing Board is to assemble to canvass the Vote-By-Mail ballots. 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 Vote-By-Mail ballots are to be tabulated. MUNICIPALITY must also ensure they have a Canvassing Board member present for opening, duplication, tabulation, and all other activities requiring Canvassing Board presence by law, at all times specified by SOE.

ARTICLE 15 – TRANSPORTATION OF ELECTIONS EQUIPMENT AND SUPPLIES

SOE will be responsible for the delivery and pick-up of vote processing equipment. Election equipment will 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, will 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 pickup of voting equipment.

MUNICIPALITY shall reimburse SOE for any and all costs incurred for equipment delivery and pickup.

MUNICIPALITY is not permitted to deliver any election equipment.

ARTICLE 16 – 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 17 – CANVASSING OF ELECTION RESULTS

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 on the SOE's website.

If MUNICIPALITY does not use the County Canvassing Board, MUNICIPALITY shall schedule and coordinate with SOE 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 voter intent and which voted Vote-By-Mail ballots are to be tabulated. MUNICIPALITY must also ensure they have a Canvassing Board member present for opening, duplication, tabulation, and all other activities requiring Canvassing Board presence by law.

ARTICLE 18 – AUDITS

MUNICIPALITY agrees to pay SOE for the costs of the Audit as well as any additional costs as may be necessary, including overtime expenses, for conducting the audit.

ARTICLE 19 – POST-ELECTION RECORDS RETENTION

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

ARTICLE 20 – VOTER HISTORY

SOE will record voter history for all electors voting in the municipal election(s) in a timely manner.

ARTICLE 21 – OTHER NECESSARY COSTS

As provided in Article 4, any additional costs or fees that may be incurred by SOE in compliance with the Florida Election Code and as a direct result of MUNICIPALITY’S election(s) that are 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 by the SOE 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 matter that are incurred as a direct result of MUNICIPALITY’S participation in the UME/Run-Off shall be invoiced by SOE for reimbursement by MUNICIPALITY.

ARTICLE 22 – HOLD HARMLESS COVENANT

The parties to this Agreement and their respective officers and employees shall not be deemed to assume any liability for the acts, omissions, and negligence of the other party. Furthermore, nothing herein shall be construed as a waiver by either party of sovereign immunity pursuant to Section 768.28, Florida Statutes.

Each party to this Agreement shall be liable for its own actions and negligence. To the extent permitted by law, MUNICIPALITY shall indemnify, defend and hold harmless the SOE against any actions, claims or damages arising out of MUNICIPALITY’S negligence, willful or intentional acts or omissions in connection with its performance under this Agreement; and SOE shall indemnify, defend and hold harmless MUNICIPALITY against any actions, claims or damages arising out of the negligence, willful or intentional acts or omissions of the SOE in connection with its performance under this Agreement. Nothing herein shall be construed as consent by either the SOE or MUNICIPALITY to be sued by third parties in any matter arising from 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 MUNICIPALITY’S election results or the validation of any of MUNICIPALITY’S candidate qualifications.

The foregoing indemnification shall not constitute a waiver of sovereign immunity beyond the waiver or limits set forth in Section 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 the MUNICIPALITY or the 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.

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 23 – ENTIRETY AND AMENDMENTS

This Agreement embodies the 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 24 – 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.

ARTICLE 25 – NOTICES

NOTICES: All formal notices affecting the provisions of this Agreement may be delivered in person or be sent by registered mail or by a recognized overnight courier such as FedEx, to the individual designated below, until such time as either party furnishes the other party with written instructions to contact another individual or a different location.

For the SOE:

Supervisor of Elections
4301 Cherry Road
West Palm Beach, Florida 33409
Attention: Wendy Sartory Link

**For the City:
City Manager**

100 NW 1st Ave

Delray Beach, FL 33444

Attention: Terrence Moore, ICMA-CM

ARTICLE 26 -- NONWAIVER

A waiver by either party of any breach of this Agreement shall not be binding upon the waiving party unless such waiver is in writing and duly signed by both parties to this Agreement. In the event of a written waiver, such a waiver shall not affect the waiving party's rights with respect to any other or further breach. The making or acceptance of a payment by either party with knowledge of the existence of a default or breach shall not operate or be construed to operate as a waiver of any subsequent default or breach.

ARTICLE 27 – SEVERABILITY

The invalidity, illegality, or unenforceability of any provision of this Agreement, or the occurrence of any event rendering any portion or provision of this Agreement void or voidable, shall in no way affect the validity or enforceability of any other portion or provision of the Agreement. Any void or voidable provision shall be deemed severed from the Agreement, and the balance of the Agreement shall be construed and enforced as if the Agreement did not contain the particular portion or provision held to be void. The parties further agree to reform the Agreement to replace any stricken provision with a valid provision that comes as close as possible to the intent of the stricken provision. The provisions of this section shall not prevent the entire Agreement from being held void should a provision which is of the essence of the Agreement be determined to be void by a court of competent jurisdiction.

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

Witness Signature

Witness Name (Printed or Typed)

Thomas F. Carney, Jr., Mayor

Date

Witness Signature

ATTEST:

Alexis Givings, City Clerk

Approved as to Form and Legal Sufficiency:

Lynn Gelin, City Attorney

EXHIBIT “A”



Palm Beach County Supervisor of Elections

UPDATED

Schedule of Municipal Election Fees
2026 Uniform Municipal/Run-Off Elections

Uniform Municipal/Run- Off Election Services	Estimated Costs
Vote-by-Mail Ballot Services Outgoing	\$10.04/Ballot
Vote-by-Mail Ballot Returned	\$.81/ballot
Election Day Services	\$18,441.00
Precinct Services (per precinct)	\$275.97
Accounting/Billing	\$141.36
Polling Location Inspection (if applicable)	\$ 66.53
<p>POLL WORKER PAY</p> <p>Election Day: Clerk: \$415.00* Assistant Clerk: \$315.00* VST: \$330.00* Inspector: \$255.00 QA Inspector: \$275.00 Deputy: \$240.00</p> <p>Standby Poll Worker (deployed by SOE): Paid at rate for the position which they are trained</p> <p>Rate of pay is a lump sum that includes training and election day.</p> <p>*The Clerk, Assistant Clerk, and VST position require a Monday set up. An additional \$25 will be added to the total rate for each position in attendance. Clerk: \$440; Asst. Clerk: \$340; VST: \$ 355</p> <p>Any additional items requested by the municipality will be invoiced separately</p>	TBD
On call support (\$2500 range)	Invoiced by Vendor TBD