



SEBASTIAN CITY COUNCIL
SPECIAL MEETING
AGENDA
MONDAY, AUGUST 31, 2020 5:00 PM
CITY COUNCIL CHAMBERS
1225 MAIN STREET, SEBASTIAN, FLORIDA

CALLED BY VICE MAYOR MAUTI
EXPENDITURE OF FUNDS FOR RECALL ELECTION

1. CALL TO ORDER
2. PLEDGE OF ALLEGIANCE
3. ROLL CALL
4. **EXPENDITURE OF FUNDS FOR RECALL ELECTION**
(In accordance with R-20-02, public input is limited to the item on the agenda.)
5. ADJOURN

HEARING ASSISTANCE HEADPHONES ARE AVAILABLE IN THE COUNCIL CHAMBERS FOR ALL GOVERNMENT MEETINGS.

All City Council Workshops are aired live on Comcast Channel 25, ATT UVerse Channel 99 and streamed on City of Sebastian Website www.cityofsebastian.org.

ANY PERSON WHO DECIDES TO APPEAL ANY DECISION MADE WITH RESPECT TO ANY MATTER CONSIDERED AT THIS WORKSHOP WILL NEED A RECORD OF THE PROCEEDINGS AND MAY NEED TO ENSURE THAT A VERBATIM RECORD OF THE PROCEEDINGS IS MADE, WHICH RECORD INCLUDES THE TESTIMONY AND EVIDENCE UPON WHICH THE APPEAL IS TO BE HEARD. (F.S.286.0105)

IN COMPLIANCE WITH THE AMERICAN WITH DISABILITIES ACT (ADA), ANYONE WHO NEEDS A SPECIAL ACCOMMODATION FOR THIS MEETING SHOULD CONTACT THE CITY'S ADA COORDINATOR CWATSON@CITYOFSEBASTIAN.ORG AT 388-8222 AT LEAST 48 HOURS IN ADVANCE OF THIS MEETING.

ZOOM INFO:

Please click the link below to join the webinar:

<https://us02web.zoom.us/j/89815143216>

Or iPhone one-tap :

US: +13017158592,,89815143216# or +13126266799,,89815143216#

Or Telephone:

Dial(for higher quality, dial a number based on your current location):

US: +1 301 715 8592 or +1 312 626 6799 or +1 929 436 2866 or +1 253 215 8782
or +1 346 248 7799 or +1 669 900 6833

Webinar ID: 898 1514 3216

International numbers available: <https://us02web.zoom.us/j/89815143216>

LAWRENCE M. MIRMAN
CHIEF JUDGE



SONIA ROSA
JUDICIAL ASSISTANT
(772) 288-5560
FAX (772) 223-2614

Nineteenth Judicial Circuit of Florida

COUNTIES OF MARTIN, ST. LUCIE,
INDIAN RIVER AND OKEECHOBEE

100 EAST OCEAN BOULEVARD
STUART, FLORIDA 34994

Leslie Rossway Swan, CERA, MFCEP
Supervisor of Elections
Indian River County
4375 43rd Avenue
Vero Beach, FL 32967

August 13, 2020

Re: Request for Reset of Recall Election Date of Designated Sebastian City Council Members

Dear Supervisor Swan:

By your letter, you have advised me that in order to avoid unnecessary, costly litigation, in an abundance of caution, you and Jeanette Williams, Sebastian City Clerk, would like for me to reschedule the date for the recall election from September 9, 2020 to September 15, 2020.

I have no problem accommodating your request, which is made in the best interests of the people of Indian River County.

Therefore, pursuant to Florida Statute §100.361(4), it being necessary for me to set a recall election date, now that the three persons designated in the petition (Damien Gilliams, Charles Mauti and Pamela Parris) have chosen not to resign by the deadline set by law, I do hereby set the recall election date for **September 15, 2020**.

Thank you.

Sincerely,

A handwritten signature in blue ink that reads "Lawrence Mirman".

Chief Judge Lawrence Mirman

Sent by e-mail to:
jwilliams@cityofsebastian.org
lswan@voteindianriver.com
reingold@ircgov.com

MUNICIPAL ELECTION AGREEMENT

THIS AGREEMENT by and between the INDIAN RIVER COUNTY SUPERVISOR OF ELECTIONS (hereinafter "SOE") whose mailing address is 4375 43rd Avenue, Vero Beach, Florida, 32967, and the CITY OF Sebastian (hereinafter "Municipality") whose mailing address is 1225 Main Street, Sebastian Florida, 32958, to conduct the City's Municipal Election (hereinafter "Election").

RECITALS:

WHEREAS, Chapters 97 to 106, Florida Statutes, constitute the Florida Election Code (the "Code") which applies to municipalities where expressly so stated; and

WHEREAS, Sec. 100.3605, Florida Statutes, states that "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"; and

WHEREAS, the Municipality and the SOE desire to work together to provide for municipal elections and to allocate certain responsibilities and expenses between the two parties to ensure that the provisions of the Code are followed during the municipal elections; and

WHEREAS, the SOE and the Municipality wish to enter into this Agreement to set out the terms of this coordinated program.

NOW, THEREFORE, in consideration of the mutual covenants and promises hereinafter contained to be kept and performed by the parties hereto, and for the mutual benefit of the Municipality its constituents and the SOE, it is agreed as follows:

1. PURPOSE:

The purpose of this Agreement is to set forth the terms and conditions under which services will be provided by the SOE and staff to the Municipality for municipal elections and to set forth the responsibilities of both parties so that there is a clear understanding of the rights and responsibilities of all parties. Such rights and responsibilities shall apply to the General, Run-Off, and Special Elections as necessary, as well as the Post-Election Audit, unless otherwise stated herein below.

2. DATE OF GENERAL MUNICIPAL ELECTION:

The date of the City of Sebastian General Municipal Election is November 3, 2020.

This agreement covers the General, Run-Off, and Special Elections as necessary, as well as the Post-Election Audit for the year 2020.

Either party to the Agreement may elect to withdraw from the Agreement upon written notice providing at least four (4) months' notice.

3. ELECTION FEES FOR MUNICIPAL ELECTIONS:

Municipal Elections that are held in conjunction with county or state elections: \$0.50 per registered voter limited to regularly scheduled city/town council races. Print area allowed for amendments and /or referendums is limited to 2 ½" wide by 5" length of print area. There will be an additional fee for amendments and/or referendums which exceed print area allowed of: \$0.35 per registered voter.

Municipal Elections that are not held in conjunction with county or state elections: \$2.00 per registered voter (based on 1 card ballot). Additional ballot card: \$0.35 per registered voter.

In the event of a Run-Off or Special Election, the above fees shall apply for the Run-Off or Special Election. As stated above, the appropriate fee will depend if the Run-Off or Special Election is held in conjunction with county or state elections or if the Run-Off or Special Election is not held in conjunction with county or state elections.

In the event of a Recount (machine and/or manual), the municipality will be invoiced for the costs associated with the Recount.

4. RESPONSIBILITIES OF BOTH THE MUNICIPALITY AND THE SOE FOR MUNICIPAL ELECTIONS:

A. Notice and Advertisement

(1) Municipality

- (a) Properly call and advertise the election according to statutes, charter, ordinance or resolution, at its own expense.
- (b) Request that the Supervisor of Elections conduct the municipality's election.
- (c) The municipality's Canvassing Board will be responsible for canvassing the election, when the election is not held in conjunction with county or state elections.
- (d) Provide SOE with any municipal boundary changes as soon as possible, but no later than 90 days prior to the municipal election.
- (e) The qualifying officer/municipal clerk, at the time of qualifying, shall give written notice of the time and location of the public Logic & Accuracy test to each candidate qualifying with the municipality and obtain a signed receipt that the notice has been given according to Sec. 101.5612(2), Florida Statutes.

(2) SOE

- (a) Publish legal notices for the Logic & Accuracy Test, Mail Ballot Canvass, Post Election Audit and news releases on Book Closing on the SOE website and in a newspaper of general circulation in the county as required by Florida Statutes.
- (b) Send written notice by email, requesting a "read receipt" to the county party chair of each political party, stating the time and location of the public Logic & Accuracy Test of the automatic tabulating equipment as required by Florida Statutes.

B. Qualifying Candidates

(1) Municipality

- (a) Provide qualifying packets to candidates and accept and process all qualifying papers and fees.
- (b) Collect Name and Pronunciation Guides from the candidates at the time of qualifying and submit to SOE.
- (c) Respond to all candidate inquiries and questions.

- (d) Respond to all legal inquiries and questions.
- (e) Respond to all media inquiries.
- (f) Verify signatures of electors on any qualifying petitions submitted by candidates (if applicable).

(2) **SOE**

None

C. Ballots

(1) **Municipality**

- (a) Provide SOE the language for any amendments and/or referendum questions seven (7) days prior to the qualifying deadline. If mandated to provide additional languages other than English, the municipality must provide amendments and/or referendum questions in all mandated languages.
- (b) Provide the SOE with the candidate's names/ ballot order/and **proofed** amendments and/or referendum questions no later than 5:30 p.m. on the last day of qualifying prior to the election.
- (c) Review, amend (if necessary) and approve ballot proof prepared and provided by SOE to the municipality, no later than 6:00 p.m. on the last day of qualifying prior to the election.
- (d) Any modifications to the approved ballot layout after the 6:00 p.m. deadline on the last day of qualifying prior to the election, is not guaranteed if ballot printing has commenced. Any requested modification must be provided to the SOE in writing and signed by the appropriate parties, and in accordance with any special act, charter, or ordinance provision.

(2) **SOE**

- (a) Layout, check, proof and deliver ballot layout to the printer.
- (b) Black printing only on ballots, color ballots incur an additional charge to the municipality.
- (c) Receive, securely store and account for all ballots until disbursed to polling places.
- (d) Audio ballot programming.
- (e) Control all access to un-voted ballots while in the possession of the SOE.
- (f) SOE will print one sample ballot advertisement, inclusive of all municipalities conducting elections, in a newspaper of general circulation in the county or mail (or email if applicable) a sample ballot to each household of a registered voter.
- (g) SOE will post precinct specific ballots on the SOE website.

D. Equipment Testing

(1) Municipality

(a) Canvassing Board to be present during the Logic and Accuracy Test as noticed by SOE. The Canvassing Board may designate one member to be its representative at the test per Florida Statute 101.55612(2).

(2) SOE

(a) Develop a unique test deck to be used for the Logic & Accuracy Test.

(b) Conduct the Logic & Accuracy Test.

E. Early Voting (OPTIONAL) - The SOE is not required to conduct early voting for municipal elections that are not held in conjunction with state and federal elections. The responsibilities of the municipality listed below under Section E1 (a) – (f) and the responsibilities of the SOE listed under Section E2 (a) – (f) are only applicable if the municipality agrees to offer early voting and pay all associated costs which are indicated in Section E1 below.

(1) Municipality

(a) Reimburse the SOE for staff overtime hours due to weekend and/or evening hours for Early Voting.

(b) Pay SOE for Early Voting supplies, poll worker pay, Early Voting runner pay, site rental charges, equipment delivery/pick-up charges, advertising, and any other costs associated with conducting Early Voting.

(c) Municipality shall conduct its Early Voting activities in accordance with Florida Statute 101.657.

(2) SOE

(a) Prepare and provide all supplies needed for each Early Voting site.

(b) Provide poll workers to staff Early Voting site(s) and additional personnel as needed.

(c) Train poll workers.

(d) Provide staffing to accept voted ballots daily at the SOE office.

F. Vote-by-Mail

(1) Municipality

(a) Refer all requests for Vote-by-Mail ballots to SOE.

(2) SOE

- (a) Determine eligibility and compile Vote-by-Mail ballot file.
- (b) Accept all requests for Vote-by-Mail ballots by telephone, mail, online or in person.
- (c) Prepare and mail Vote-by-Mail ballots as required per Florida Statute.
- (d) Deliver Vote-by-Mail ballots to the Post Office.
- (e) Receive Vote-by-Mail ballots at the SOE office and verify signatures on Vote-by-Mail certificates.
- (f) Prepare and open Vote-by-Mail ballots for tabulation.
- (g) Notify voter of the disposition of their rejected Vote-by-Mail ballot after determination by the Canvassing Board, as required by law.

G. Polling Places

(1) Municipality

None

(2) SOE

- (a) Arrange for use of polling places.
- (b) Confirm polling place accessibility and ADA compliance.
- (c) Notify voters, as required by law, if their regular polling place is to be temporarily relocated.
- (d) Notify voters and the municipality of permanent polling place change(s).

H. Precinct Supplies

(1) Municipality

None

(2) SOE

- (a) Provide precinct supplies.
- (b) Provide precinct registers for each polling place location.
- (c) Contract moving company for delivery and pick-up of voting equipment/supplies to and from polling place.

I. Poll Workers

(1) Municipality

None

(2) SOE

- (a) Contact, contract with, and pay poll workers.
- (b) Schedule and notify poll workers of training classes.
- (c) Train poll workers.
- (d) Provide training materials for poll workers.

J. Poll Watchers

(1) Municipality

None

(2) SOE

Designations for poll watchers must be submitted to the SOE office by noon of the second Tuesday prior to the election. If designations are submitted, the poll watchers must be approved by the SOE on or before the Tuesday prior to the election. Designations for early voting sites (if applicable) shall be submitted in writing to the SOE office at least 14 days before early voting begins. The poll watchers for early voting sites shall be approved by the SOE no later than 7 days before early voting begins per Florida Statute 101.131.

K. Election Day Support

(1) Municipality

None

(2) SOE

- (a) Provide technical support personnel as needed.
- (b) Provide phone support to respond to poll workers/voters on Election Day.

L. Ballot Tabulation/Counting of Election Results

(1) Municipality

- (a) Canvassing Board present (only applies when the election is not held in conjunction with county or state elections).

(2) SOE

- (a) Deliver all voted ballots and other necessary election related items to SOE office after the polling places have closed on Election Day.
- (b) Provide technical staff and equipment to tabulate election results.
- (c) Post election results on SOE website and provide the same to local municipal television (upon request).
- (d) Provide the municipality with unofficial election results upon conclusion of tabulation and canvassing of ballots cast on Election Day.

M. Post-Election Day

(1) Municipality

None

(2) SOE

- (a) Provide the municipality with an official certification of election results.
- (b) Sort, inventory, pack and store all necessary election records and ballots until the expiration of retention period prescribed by law.
- (c) Process polling place affirmation forms.
- (d) Notify voter of the disposition of their rejected Vote-by-Mail ballot after the determination by the Canvassing Board, as required by law.
- (e) Process provisional ballots
- (f) Respond to public records requests regarding records kept on behalf of the municipality.
- (g) Record voting history for each voter who voted.

N. Post-Election Audit

(1) Municipality

None

(2) SOE

- (a) Organize precinct/race information for the Canvassing Board to randomly select the race and precinct that shall be audited.
- (b) Organize and prepare ballots for Post-Election Audit.

- (c) Provide SOE staff to conduct Post-Election Audit.

O. Recount

(1) Municipality (Applies only when the election is not held in conjunction with county or state elections.)

- (a) Provide that the Canvassing Board will be responsible for the administration of the Recount, with support and guidance from the SOE.
- (b) Notify the candidates of the time, date, and location of the Recount.
- (c) Post public notice(s) of the Recount with the time, date, and location.
- (d) Recording and minutes as stipulated in Rule 1S-2.031 Recount Procedures.
- (e) Canvassing Board to review with counting teams and observers, the Florida Statutes and rules which apply to Recounts, specifically Rule 1S-2.031 Recount Procedures; and Rule 1S-2.027 Standards for Determining Voter Choice on a Ballot.
- (f) Reimburse the SOE for all staff salaries/overtime and all other expenses required to conduct the Recount.

(2) SOE

- (a) Post public notice(s) of the Recount with the time, date, and location at the SOE office.
- (b) Test tabulating equipment as required by Florida Statute 101.5612.
- (c) Prepare and organize ballots for Recount processing.
- (d) Tabulate ballots and provide professional staff for equipment operations.
- (e) Provide counting teams for examining out stacked ballots, in the event a Manual Recount is ordered.
- (f) Provide official certification of the election as determined by the Canvassing Board.

P. Cancellation of Election

(1) Municipality

- (a) If a scheduled election is cancelled, after the qualifying period, the municipality is responsible for all SOE costs stipulated in this Agreement.

(2) SOE

None

5. **HOLD HARMLESS COVENANT:**

Each party shall indemnify and hold the other harmless from all claims brought during the term of this Agreement by third parties, including reasonable attorneys' fees, court costs and expenses, which may arise out of or be attributed to the negligence of the indemnitor's employees in the performance of any of the covenants, agreements, terms, or conditions to be performed or complied with under this Agreement. Neither party's liability to the other shall include punitive damages or interest for the period before judgment. Nothing contained herein shall be construed as a waiver of any immunity from, or limitation of, liability either party has under the Doctrine of Sovereign Immunity of Section 768.28 Florida Statutes. Additionally, neither party shall be liable pursuant to this indemnity to pay a claim or a judgment by any one person or any claim or judgment, or portions thereof, which when totaled with all other claims or judgments paid arising out of the same incident or occurrence, which exceeds the limits of liability as set forth in Section 768.28(5) Florida Statutes, provided, that the payment of said claim(s) shall be further limited to the actual amount of insurance proceeds paid for such claim(s) covered by this indemnification. This indemnity specifically excludes any requirement for one party to indemnify the other party for the other party's negligence or to assume any liability for the other party's negligence as provided in Section 768.28 (19) Florida Statutes.

6. **CHANGE IN LAW:**

In the event any change in law abrogates or modifies any provisions or applications of this Agreement, the parties hereto agree to enter into good faith negotiations and use their best efforts to reach a mutually acceptable modification of this Agreement.

7. **NOTICES:**

Mail notices affecting the provisions of this Agreement may be delivered in person or be sent by certified 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 written instruction to contract another individual.

For the SOE:	For the Municipality:
Supervisor of Elections 4375 43 rd Avenue Vero Beach, Florida 32967 Attention: Leslie Swan	<u>City of Sebastian</u> <u>1225 Main Street</u> <u>Sebastian, FL 32958</u> <u>Attention: Jeanette Williams</u>

8. **SEVERABILITY:**

If any clause, section, or provision of this Agreement shall be declared to be unconstitutional, invalid or unenforceable for any cause or reason, or is abrogated or negated by a change in law, the same shall be eliminated from this Agreement, and the remaining portion of this Agreement shall be in full force and effect and be valid as if such invalid portions thereof had not been incorporated herein.

9. **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.

10. **NO MODIFICATION EXCEPT IN WRITING:**

This is the complete and final agreement between the parties. No representation other than those set forth herein shall be binding upon the parties. No modification of this agreement shall be effective unless submitted in writing and signed by both parties, and their duly authorized representatives.

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.

As to the SOE:

SUPERVISOR OF ELECTIONS
INDIAN RIVER COUNTY

Leslie R. Swan

Leslie Rossway Swan, Supervisor of Elections

Date: December 13, 2019

As to the MUNICIPALITY:

INSERT NAME OF MUNICIPALITY

City of Sebastian

Ed Dodd

Ed Dodd, Mayor

Date: 1-13-2020

WITNESSES:

[Handwritten Signature]
[Handwritten Signature]

ATTEST:

Jeanette Williams

Jeanette Williams, Municipal Clerk

(Affix Municipal Seal)





Leslie R. Swan
Supervisor of Elections
Indian River County

August 26, 2020

Jeanette Williams, City Clerk
City of Sebastian
1225 Main Street
Sebastian, FL 32958

Dear Ms. Williams:

Enclosed please find the invoice and book closing voter totals for the City of Sebastian Recall Election. The total cost to conduct the City of Sebastian Recall Election is \$41,100.00. The cost is \$2.00 per registered voter residing in the City of Sebastian on the book closing date (August 17, 2020).

The Indian River County Supervisor of Elections office received check #101575 for \$ 40,770.00 on August 7, 2020. The balance due is \$330.00. Should you have any questions or require additional information, please do not hesitate to contact me at 226-3435.

Sincerely,

A handwritten signature in blue ink that reads "Leslie R. Swan".

Leslie Rossway Swan
Supervisor of Elections

Enclosures



IRC Supervisor of Elections

4375 43rd Ave

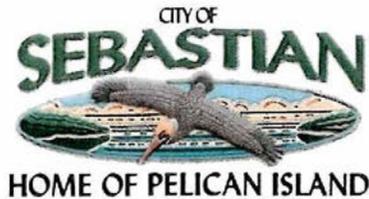
Invoice

Date	Invoice #
8/26/2020	5142076

Bill To
CITY OF SEBASTIAN Jeanette Williams, CITY CLERK 1225 MAIN STREET SEBASTIAN, FL 32958

Item	Description	# of Voters	Rate	Amount
SPECIAL ELECT...	September 15, 2020 Special Election Balance Owed	20,550	2.00	41,100.00
SPECIAL ELECT...	Less Balance Forward		-40,770.00	-40,770.00
			Total	\$330.00

Phone #	Fax #	E-Mail	Web Site
772-226-3443	772-770-5367	tboyle@voteindianriver.com	www.voteindianriver.com



CITY OF SEBASTIAN DECLARATION OF LOCAL STATE OF EMERGENCY

WHEREAS, Chapter 252.38, Florida Statutes, gives authority to duly constituted municipalities to declare a State of Local Emergency in order to provide for the health and safety of persons and property; and

WHEREAS, by virtue of Section 2-37 of the Code of the City of Sebastian, the power to declare a Local State of Emergency is vested in the office of the Mayor, and;

WHEREAS, on March 1, 2020, the Governor of the State of Florida issued Executive Order 20-51, directing the declaration of a public health emergency and establishing the State of Florida’s response to COVID-19; and

WHEREAS, on March 9, 2020, the Governor of the State of Florida issued Executive Order 20-52, declaring that a state of emergency exists in the State of Florida by reason of COVID-19; and

WHEREAS on March 13, 2020, President Donald Trump proclaimed that the COVID-19 outbreak in the United States constitutes a National Emergency beginning March 1, 2020; and

WHEREAS on March 17, 2020, Indian River County declared a local state of emergency exists in all of Indian River County.

NOW, THEREFORE, as Mayor the City of Sebastian, I hereby declare a State of Local Emergency in the City of Sebastian that will continue for the period of time in conjunction with the State of Florida Declaration unless otherwise canceled by the city council and includes the following area(s):

- a) The recalling or reassigning of City employees from vacation, canceling days off and mobilizing all personnel required for disaster response;
- b) The suspension of normal leasing and bid procedures to procure space, structures or other items under their normal authority for disaster response;
- c) The procurement of supplies, equipment, and services without formal bidding procedures;
- d) The closing to the public of public places including streets, alleys, public ways, parks amusement areas and public buildings;
- e) The prevention of price gouging for any essential commodity, dwelling unit, or storage facility;
- f) The conservation of water supplies; and
- ~~g) The cancellation or rescheduling of City meetings.~~

Carol Ann Amador
5/15/2020 11:05AM

Pursuant to this Declaration, the City Manager through the Chief of Police is hereby authorized to take whatever prudent actions are necessary to ensure the health, safety, and welfare of the community.

Enacted: Signed by Mayor: Chad Davis Date: 3/17/2020
Time: 2:38pm

Witness: Janette Williams

Cancelled: Signed by Mayor: _____ Date: _____
Time: _____: _____

Witness: _____