



Ron Turner
Supervisor of Elections
Sarasota County: *Our County. Our Vote.*

CITY CLERK

JUN 15 2022

CITY of NORTH PORT

COPY

June 3, 2022

Ms. Heather Taylor
City Clerk
City of North Port
4970 City Hall Blvd.
North Port, FL 34286

RE: Municipal Election Agreement for August 23 City of North Port Primary and November 8, 2022 City of North Port General Election

Dear Heather:

Enclosed are two copies of the referenced agreement. Please have both copies signed; keep one set for your records and return the other set to me.

I look forward to working with you this election cycle.

Sincerely,

Ron Turner
Supervisor of Elections

RT/bb

Enclosure



MUNICIPAL ELECTION AGREEMENT

THIS AGREEMENT is by and between the **SARASOTA COUNTY SUPERVISOR OF ELECTIONS** (hereinafter “SOE”) whose mailing address is P.O. Box 4194 Sarasota, Florida 34230-4194, and the **CITY OF NORTH PORT** (hereinafter “Municipality”) whose mailing address is 4970 City Hall Blvd., North Port FL 34286, to conduct the city’s Primary and/or General Election (hereinafter “Municipal Election”) on **August 23, 2022** and **November 8, 2022**, respectively. Candidate names for the Primary ballot must be received in both hard copy and electronic format by SOE immediately following the Qualifying Period, which ends at noon on **June 17, 2022**. Amendment wording for the Primary ballot must be received in both hard copy and electronic format by the SOE by noon on **June 10, 2022** and for the General Election ballot by noon on **August 9, 2022**. The book closing dates for the Primary and General Elections are **July 25, 2022**, and **October 11, 2022**, respectively.

POLLING PLACE

Selection of polling places will be the responsibility of SOE. Payment of polling places will be the responsibility of SOE.

ELECTION BOARD PERSONNEL

The SOE shall select, train and compensate clerk and inspectors for this election and, through Sarasota County Government, shall provide workers’ compensation coverage.

The SOE shall coordinate the appointment and swearing in of Deputy Sheriffs in accordance with F.S. 102.031(2). The SOE shall also train Deputy Sheriffs and be responsible for compensation and, through Sarasota County Government, provide workers’ compensation coverage.

EARLY VOTING

The SOE will be responsible for selecting early voting sites and will provide staffing, voting equipment, computers, printers and other items necessary to conduct early voting. Early voting for the Primary shall run from Saturday, August 13 through Sunday, August 21, from 8:30 a.m. to 4:30 p.m. daily. Early voting for the General Election will run from Monday, October 24 through Sunday November 6 from 8:30 a.m. to 6:30 p.m. daily.

BALLOT LAYOUT

The Municipality must review and approve the municipal portion of the ballot layout not later than 24 hours after receipt of same from the SOE.

VOTE-BY-MAIL BALLOTS

Vote-by-mail ballot records will be maintained by the SOE. Vote-by-mail ballots will be mailed by the SOE. The Municipality will be responsible for any additional printing or mailing costs incurred as a result of a multi-page ballot due to the municipality's ballot questions or candidates.

TRANSPORTATION

Delivery of equipment will be arranged by the SOE following SOE normal delivery routes and times. All election-related supplies will be delivered by the SOE in the customary manner.

TESTING OF TABULATING EQUIPMENT

The public logic and accuracy (L&A) test of the voting and tabulation equipment will be conducted at the Supervisor of Elections office 2001 Adams Lane, Sarasota, Florida on **Tuesday, July 26, 2022**, beginning at 9:00 a.m. for the Primary Election and again on **Tuesday, October 11, 2022** beginning at 9:00 a.m. for the General Election.

CANVASSING BOARD

The Sarasota County Canvassing Board shall, pursuant to statute, be responsible for canvassing the election returns, for reporting all results to the Department of State, for ordering recounts, for reporting to the Division of Election on the conduct of the election, and for conducting the post-election certification audit of the voting equipment.

RESULTS

Ballots will be counted by automatic tabulating equipment. The return printed by the automatic tabulating equipment, to which has been added the return of write-in, vote-by-mail and provisional ballots, shall constitute the official return of the election upon certification by the Canvassing Board. Results collected from precincts, vote-by-mail voting, early voting and provisional ballots will be reported by the SOE to the Municipality. The Municipality designates the following person(s) as contacts to receive the certified election results:

| | |
|---|-----------------------|
| Contact person: <u>Heather Faust, MMC, City Clerk</u> | Contact person: _____ |
| Phone: <u>941-429-7056</u> | Phone: _____ |
| Cell phone: <u>941-223-5041</u> | Cell phone: _____ |
| Fax: <u>941-429-7008</u> | Fax: _____ |
| Email: <u>hfaust@cityofnorthport.com</u> | Email: _____ |

COST ASSOCIATED WITH CONDUCT OF ELECTION

SOE will be responsible for costs associated with the conduct of this election, to include but not be limited to: ballot preparation, election board personnel, postage, precinct registers, sample ballots and transportation.

The Municipality will be responsible for any additional printing or mailing costs incurred as a result of a multi-page ballot due to the municipality’s ballot questions or candidates, and for publishing and paying for its own legal advertisements required by its Charter, Ordinance or Resolution or Florida law.

The Municipality also will be responsible for payment of unanticipated expenses including, but not limited to, expenses incurred due to a required recount per Florida Statute of a municipal contest, changes made by the Municipality to ballot wording after printing, the need for an extra ballot page, and providing defense of any legal challenge made due to wording of municipal initiative.

CUSTODY OF PUBLIC RECORDS

The SOE will be responsible for maintaining public records associated with said election that ordinarily come into the SOE's custody, for providing the public with access to those records as provided by Florida law, for ensuring that records that are exempt or confidential and exempt from public records disclosure are not disclosed except as authorized by law, and for meeting all retention and destruction requirements, pursuant to State of Florida public records retention schedules.

RECIPROCAL INDEMNIFICATION PROVISION

In accordance with 768.28(19) F.S. (2009), nothing contained in this provision shall be deemed to require the City of North Port and the SOE to indemnify the other party for any acts or omissions of the other party, its agents, contractors, servants, employees, licensees or invitees or breach of this Agreement. Nor shall this provision be deemed to require either the City of North Port or the SOE to indemnify the other party for the other party's negligence or the negligence of the other party's agents, contractors, servants, employees, licensees or invitees.

MISCELLANEOUS

SOE reserves the right to subcontract any and all of the work to be performed under this Agreement, provided, however, that SOE shall not be relieved of any of its obligations hereunder.

The rights and obligations of the parties as set forth herein may be altered only by a written amendment or modification executed by an authorized representative of both parties referencing this Agreement and expressly stating the intention to modify such rights and obligations.

This Agreement supersedes all prior proposals, communications and agreements, both oral and written.

IN WITNESS WHEREOF, the parties hereto have set their hands the day and year written below.

SUPERVISOR OF ELECTIONS

CITY OF NORTH PORT, FLORIDA

Sarasota County, Florida



Ron Turner, Supervisor of Elections

Date: 6/15/22 _____

By: _____

Pete Emrich, Mayor

Date: _____

ATTEST:

Heather Faust, MMC, City Clerk

Approved as to form and correctness:

Amber Slayton, City Attorney

Non-Discrimination. The City of North Port, Florida does not discriminate on the basis of race, color, national origin, sex, age, disability, family, or religious status in administration of its programs, activities, or services.