

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 Municipality's Special Primary Election on **March 14, 2017**, if necessary, and the Special Election on **May 9, 2017**. Candidate names for the Special Election ballot must be received in both hard copy and electronic format by SOE immediately following the Qualifying Period, which ends at noon on **January 13, 2017**. Book closing dates for the Elections will be **February 13, 2017** for the Special Primary Election, and **April 10, 2017** for the Special Election.

COMPENSATION

Upon the signing of this agreement, the Municipality shall provide a deposit of \$20,000.00 made payable to the Sarasota County Board of County Commissioners, to compensate for SOE incidental expenses incurred for said Election(s).

Following the final accounting of the Election(s), the County will reimburse any sums remaining to the Municipality. Any costs incurred above the \$20,000.00 deposit will be billed in a final statement to the Municipality.

Costs associated with the conduct of this Election, to include but not be limited to, are: advertising; printing of official ballots that will be used exclusively in the Municipality; vote-by-mail (absentee) ballot postage and materials; sample ballot advertising, printing, postage and materials; election board and early voting personnel; precinct registers; expenses incurred due to a required recount per Florida Statute, and transportation of voting equipment and election-related supplies.

POLLING PLACES

The SOE shall establish polling places. Payment for polling place(s) for the Special Primary and Special Election will be the responsibility of the Municipality.

ELECTION BOARD PERSONNEL

The SOE shall select and train clerks and inspectors for each election. The Municipality shall employ and compensate clerks and inspectors directly for each election and, through the Municipality, shall provide workers' compensation coverage.

The SOE shall select, train and coordinate deputizing of deputy sheriffs in accordance with §102.031(2) F.S. The Municipality shall compensate them directly and, through the Municipality, shall provide workers' compensation coverage.

ADVERTISING

The Municipality will be responsible for all legal advertisements required by Florida Statute, charter, ordinance or resolution. Where a municipal ordinance or resolution requires the posting of ballot language in early voting and/or polling places, the Municipality will be responsible for providing an official copy to the SOE. The SOE will be responsible for posting the required ballot language in the polling places, pursuant to ordinance or resolution. The SOE will also be responsible for placing legal advertisement in a newspaper of general circulation with regard to the public logic and accuracy test and the canvass of the absentee ballots. The Municipality will be billed for its share of these costs. The SOE will be responsible for posting notice of the post-certification audit, pursuant to Florida Statute.

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. The SOE will select and train clerks, inspectors and early voting staff. The Municipality shall employ and compensate clerks, inspectors and early voting staff directly, and, through the Municipality, shall provide workers' compensation coverage. Early voting for the Special Primary Election, if necessary, shall begin on **Monday, March 6** and end on **Saturday, March 11**, 8:30 a.m.-4:30 p.m. daily. Early voting for the Special Election shall begin **Monday, May 1** and end on **Saturday, May 6**, 8:30 a.m.-4:30 p.m. daily.

BALLOT LAYOUT

The Municipality must review and approve the ballot layout and content within 24 hours of receipt of same from the SOE. Failure to approve the ballot layout and content within the prescribed time period may render this agreement null and void.

VOTE-BY-MAIL (ABSENTEE) 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 billed for vote-by-mail ballot materials, printing and postage.

SAMPLE BALLOTS

The Municipality will be responsible for the publication of the sample ballot in a newspaper of general circulation in the county, pursuant to 101.20 Florida Statutes. The municipality will also be responsible for mailing a sample ballot to all households in the Municipality in which a registered voter resides.

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 **Wednesday, March 1**, beginning at 9:00 a.m. for the Special Primary Election and on **Wednesday, April 26**, beginning at 9:00 a.m. for the Special Election.

CANVASSING BOARD

The Sarasota County Canvassing Board shall, pursuant to statute and as agreed upon by the Municipality, be responsible for canvassing the election returns, for reporting all results, for ordering recounts, 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: _____
Phone: _____
Cell phone: _____
Fax: _____
Email: _____

Contact person: _____
Phone: _____
Cell phone: _____
Fax: _____
Email: _____

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. The Municipality will be responsible for providing written authorization to the SOE for the disposal of said records, pursuant to retention periods set forth in the general records 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

By: _____
Linda Yates, Mayor

Date: 1/3/17

Date: _____

ATTEST:

Patsy Adkins, City Clerk

Approved as to form and correctness:

Mark Moriarty, City Attorney