

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 18, 2020** and **November 3, 2020**, 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 12, 2020**. Amendment wording for the Primary ballot must be received in both hard copy and electronic format by the SOE by noon on **June 1, 2020** and for the General Election ballot by noon on **August 10, 2020**. The book closing dates for the Primary and General Elections are **July 20, 2020** and **October 5, 2020**, 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 8 through Saturday, August 15, from 8:30 a.m.

to 4:30 p.m. daily. Early voting for the General Election will run from Monday, October 19 through Saturday October 31 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 **Wednesday, July 29, 2020**, beginning at 9:00 a.m. for the Primary Election and again on **Friday, October 9, 2020**, 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: Heather Taylor
Phone: 941-429-7056
Cell phone: 941-223-5041
Fax: _____
Email: htaylor@cityofnorthport.com

Contact person: Becky Frost
Phone: 941-429-7178
Cell phone: 941-374-8610
Fax: _____
Email: bfrost@cityofnorthport.com

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.

NONDISCRIMINATION

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.

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. However, this agreement is subject to change based on the COVID-19 public health emergency.

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



By: _____

Ron Turner, Supervisor of Elections

Debbie McDowell, Mayor

Date: 4/1/2022

Date: _____

ATTEST:

Heather Taylor, City Clerk

Approved as to form and correctness:

Amber Slayton, City Attorney