



PRECINCT #309

ELECTION DAY POLLING PLACE AGREEMENT

THIS POLLING PLACE AGREEMENT is entered into on the 13 day of January, 2026 between the **CITY OF NORTH PORT** (the "Owner"), **4970 CITY HALL BLVD** Florida **NORTH PORT FL 34286** and the Supervisor of Elections of Sarasota County, Florida (the "SOE"), 101 South Washington Boulevard, Sarasota, Florida 34236, regarding use of the premises located at **6207 WEST PRICE BLVD** (the "Premises").

NOW, THEREFORE, in consideration of the mutual covenants and promises herein contained, the parties hereto agree as follows:

AGREEMENT

- Grant of Use and Schedule:** Owner agrees to provide the designated space described in **Exhibit A** (the "Premises") for use as a public polling place. The SOE shall have access to and use of the Premises for the election(s) and for the logistics purposes outlined in the schedule set forth in **Exhibit A**, which is attached hereto and incorporated by reference.
- Compensation:** In consideration for the use of the Premises, the SOE shall pay the Owner the stipend amount specified in **Exhibit A** for each election day. Payment shall be made within thirty (30) days following the election, subject to the availability of lawfully appropriated funds.
- Polling Place Amenities:** The following amenities will be provided by the Owner to the poll workers on Election Day. **Please check the appropriate amenities:**

☒ Heat/air conditioning
☒ Tables
☐ Kitchen facilities

☒ Chairs
☒ Restrooms
☐ Wheelchair

Other: _____

4. Owner's Responsibilities:

a. Site Access and Availability:

- Access to the polling place shall be available to poll workers no later than 6 a.m. on Election Day.
- The parking lot or parking area at the Premises shall be clear of all obstructions that would impede voter access on Election Day. No other events shall be planned that will affect and limit the amount of available parking for persons coming to vote.
- Disability permit-only parking spaces shall be available to voters. SOE may provide temporary solutions if unavailable.
- Owner agrees to cooperate with the SOE to ensure the Premises are accessible to all voters, including those with disabilities. The SOE has inspected the Premises, including the path of travel from parking to the polling room, and has determined it to be suitable for use as a polling place in accordance with applicable state and federal accessibility guidelines. The SOE may, at its own expense and with Owner's consent, provide temporary accessibility solutions, such as ramps or signage, as needed.
- The SOE has legal authority to maintain order within the polling place and within 150 feet of the entrance to the polling place. The owner, operator, or lessee of the property, on which a polling place is located, or an agent or employee thereof, may not prohibit the solicitation of voters by a candidate or a candidate's designee outside of the no-solicitation zone, or infringe on the public's First Amendment rights, including but not limited to, free speech, association, petition, and assembly during polling hours.
- The polling place shall remain open until officially closed by SOE personnel and precinct tabulation is completed.
- To ensure voter privacy and compliance with Section 102.031(5), Florida Statutes, which prohibits photography and recording in a polling place, Owner agrees to verifiably disable, deactivate, securely cover or otherwise ensure there are no active video recording devices including security cameras, video surveillance equipment, or other recording devices located within or directed at the designated polling room throughout election day.

b. Site Condition and Safety:

- All indoor, outdoor and parking area lights shall be operational and in good working order on Election Day.
- All electrical outlets in polling room shall be in good working order.
- If poll workers or SOE personnel are unable to gain entry to the polling place on Election Day, the Owner shall allow the SOE to hire a professional locksmith to gain entry to the Premises.

c. Security:

- The polling room shall be used exclusively for election business on Election Day. **No other activity shall take place in the polling room until poll workers complete the tabulation, close and leave the Premises.**
- The Owner shall provide a secure storage area as referenced in Exhibit A for election equipment from date of delivery to date of pick-up. The storage area shall remain locked with access available only to designated election personnel.

5. Indemnification; Insurance: To the extent permitted by Florida law, each party (the "Indemnifying Party") agrees to indemnify and hold harmless the other party from and against claims and liabilities arising from the negligent acts or omissions of the Indemnifying Party or its employees or agents in the performance of this Agreement. This provision shall not be construed to waive the SOE's sovereign immunity beyond the limits established in Section 768.28, Florida Statutes.

The Owner shall, at its sole expense, procure and maintain in full force and effect throughout the term of this Agreement, commercial general liability insurance. Upon request, the Owner shall provide the SOE with a Certificate of Insurance evidencing such coverage upon execution of this Agreement. The policy shall provide for thirty (30) days' prior written notice to the SOE in the event of cancellation or material change.

The SOE is self-insured for general liability and property damage under the doctrine of sovereign immunity and as set forth in Section 768.28, Florida Statutes.

6. Force Majeure: Neither party shall be held liable for any failure or delay in performing its obligations if such failure is caused by a Force Majeure Event, including but not limited to acts of God, fire, flood, hurricane, civil unrest, or widespread power failures. If a Force Majeure Event renders the Premises unusable or makes performance of this Agreement impossible or unsafe, either party may terminate this Agreement upon written notice to the other without penalty or further liability.

7. Miscellaneous:

7.1 The rights and obligations of the parties set forth herein may be altered only by a written amendment or modification executed by the parties hereto.

7.2 This Contract is deemed made and governed by the laws of the State of Florida.

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

SITE PARTNER NAME

By: _____

Name: PETE EMRICH

Title: MAYOR

Date: JANUARY 13, 2026

SITE PARTNER NAME

By: _____

Name: _____

Title: _____

Date: _____

SARASOTA COUNTY SUPERVISOR OF ELECTIONS

By:  _____

Name: Hon. Ron Turner

Title: Supervisor of Elections

Date: 12/15/2025

EXHIBIT A
SITE, SCHEDULE, AND COMPENSATION DETAILS

1. The Premises

- Property Common Name: MORGAN FAMILY COMMUNITY CENTER
- Property Street Address: 6207 WEST PRICE BLVD
- Name/Description of Polling Room: MULTI PURPOSE ROOM A&B
- Name/Description of Secure Storage Area:

2. Applicable Election(s):

- Primary Election, August 18, 2026
- General Election, November 3, 2026

3. Logistics Schedule:

- Equipment Delivery Window: 8/17/2026, 11/2/2026
- Equipment Pick-Up Window: 8/19/2026, 11/4/2026

4. Election Day Access:

- The Polling Place must be open for SOE personnel by **6:00 a.m.** on Election Day.

5. Compensation:

- Per-Election Stipend: \$0
- Payable to: _____
- Mailing Address (if different from above): _____

6. Designated Contact Persons:

For Owner:

- Primary Contact: SHELBY MENDELSON
 - Phone: 941-374-7160
 - Email: SMENDELSON@NORTHPORTFL.GOV
- Secondary Contact: SAM CREMAN
 - Phone: 941-429-8122
 - Email: SCREMAN@NORTHPORTFL.GOV

- Primary Contact for Equipment Drop off/Pick-up **if different** from Primary or

Secondary Contacts: _____

- Phone: _____
- Email: _____

Will a key to the building be issued to SOE Staff? ___ Yes X No

- **If no**, list the Primary Contact for entry access/opening and closing/locking of the building (**if different** from Primary or Secondary Contact:) _____

- Phone: _____
- Email: _____

For SOE:

- Primary Contact: Patrick Van Nooten
 - Phone: 941-650-6921
 - Email: pnooten@sarasotavotes.gov
- Secondary Contact: "DJ" Laverdure
 - Phone: 941-356-3638
 - Email: dlaverdure@sarasotavotes.gov

FOR SOE OFFICE USE ONLY (change/update information):

Date:	Note: