

POLLING PLACE AGREEMENT

THIS POLLING PLACE AGREEMENT is entered into on the ___ day of ___, 2023 between CITY OF NORTH PORT (the "Owner"), 4970 CITY HALL BLVD Florida 34286-4100 and the Supervisor of Elections of Sarasota County, Florida (the "Supervisor"), 101 South Washington Boulevard, Sarasota, Florida 34236, regarding use of the premises located at 6207 WEST PRICE BLVD NORTH PORT FL 34291 (the "Premises").

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

AGREEMENT

1. **Agreement:** Owner shall provide the MORGAN FAMILY COMM. CTR./MULTI PURPOSE ROOM A&B (specify room), located at the Premises as a polling place for the elections indicated below:

- | | |
|---|----------|
| (1) Presidential Primary Election, March 19, 2024 | <u>X</u> |
| (2) Primary Election, August 20, 2024 | <u>X</u> |
| (3) General Election, November 5, 2024 | <u>X</u> |

2. **Access to Premises/Polling Place:**

- a. Prior to election day: Owner or designee shall provide access to the Premises for delivery and storage of election equipment. Equipment delivery dates for the dates for the special elections are as follows:

- | | |
|---|------------------|
| (1) Presidential Primary Election, March 19, 2024 | <u>3/18/2024</u> |
| (2) Primary Election, August 20, 2024 | <u>8/19/2024</u> |
| (3) General Election, November 5, 2024 | <u>11/4/2024</u> |

Equipment should be delivered to (specify storage area) Morgan Family Community Center 6207 W. Price Blvd. North Port FL 34291

If possible, access to polling room is requested to set the equipment up on the Monday before election.

- b. Election Day: Owner or designee shall provide access to the polling place by one of the following means (**check one**):

- (1) Owner will open polling place by 6:00 a.m. _____
- (2) Owner will provide key to precinct clerk or Owner designee _____
- (3) Owner will provide key to the Supervisor or designated staff member _____

- c. Post-Election Day: Owner or designee shall provide access to the Premises for pick up of the election equipment on the following dates:

- | | |
|---|------------------|
| (1) Presidential Primary Election, March 19, 2024 | <u>3/20/2024</u> |
| (2) Primary Election, August 20, 2024 | <u>8/21/2024</u> |
| (3) General Election, November 5, 2024 | <u>11/6/2024</u> |

3. Contact Persons:

Owner:

Facility's Email: smendelson @northportfl.gov Facility's Phone Number: 941-429-3555

The following person(s) are designated as the Owner's contacts to assure access to the Premises on the applicable equipment delivery dates, election days and equipment pick-up dates:

Contact person: Shelby Mendelson Phone: _____
Cell Phone: 941-374-7160 Fax: 941-429-3557

Contact person: Shelby Mendelson Phone: _____
Cell: 941-374-7160 Fax: _____

Emergency contact for election night (only if needed) Home: _____

Name: Shelby Mendelson Cell Phone: 941-374-7160

Supervisor of Elections:

Contact Person: Bobby Walker Phone: 941-650-0993 Fax: 941-861-8694

4. Compensation: As compensation for use of the Premises as polling place, the Supervisor shall pay the Owner **\$0.** per election. Payment shall be made within four (4) weeks following each election, and checks shall be payable to the Owner sent to the address first indicated above, unless stated otherwise.

Address, if different from above: _____

5. 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
- Rest rooms
- Wheelchair

Other: _____

6. Owner's Responsibilities:

- a. Access to the polling place shall be available to poll workers no later than 6 a.m. on Election Day.
- b. 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.
- c. Disability permit-only parking spaces shall be available to voters. Supervisor may provide temporary solutions if unavailable.
- d. All indoor, outdoor and parking area lights shall be operational and in good working order on Election Day.
- e. All electrical outlets in polling room shall be in good working order.
- f. The supervisor of elections 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.

- g. The polling place shall remain open until officially closed by supervisor personnel and precinct tabulation is completed.
- h. 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.**
- i. The Owner shall provide a secure storage area 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.
- j. In the event that poll workers or Supervisor personnel are unable to gain entry to the polling place on Election Day, the Owner shall allow the Supervisor to hire a professional locksmith to gain entry to the Premises.

7. **Indemnification; Insurance:** Subject to the limitations set forth in §768.28, Florida Statutes, the parties shall each be responsible for their own acts and omissions in the performance of their duties hereunder, and the acts and omissions of their own employees and agents, and shall indemnify and hold harmless the other party from and against any and all claims, incurred by the other party arising from such acts and omissions. In addition, each party shall maintain, throughout the term of this Agreement, comprehensive general liability and property liability insurance. As a constitutional officer of Sarasota County, the Supervisor is self-insured.

8. **Force Majeure:** Owner shall not be liable for any adjustments or suspension of performance, failure of performance or any damages resulting from any of the following: strikes or labor disputes, war stoppages, fire, explosions, water, the elements, acts of God, acts of civil or military authorities or public enemy, or other similar causes beyond Owner's control.

9. **Miscellaneous:**

9.1 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.

9.2 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.

WITNESS:

Pam Cutrone
Signature

Pam Cutrone
Print Name

WITNESS:

Signature

Print Name

SUPERVISOR OF ELECTIONS
OF SARASOTA COUNTY, FLORIDA

Ron Turner

Ron Turner

OWNER:

Signature _____ Date _____
City manager
Title

ATTEST:

HEATHER FAUST, MMC
CITY CLERK

Approved as to form and correctness

Amber L. Slayton, B.C.S.
City Attorney

