

AGREEMENT

THIS AGREEMENT, made and entered into the _____ day of, 2018 by and between:

_____,
SUPERVISOR OF ELECTIONS OF BROWARD COUNTY
(hereinafter referred to as the "Supervisor")

AND

City of Coconut Creek, Florida
A MUNICIPAL CORPORATION OF THE STATE OF FLORIDA
4800 W. Copans Road
Coconut Creek, Fla 33063
(hereinafter referred to as "City")

WITNESSETH:

WHEREAS, BRENDA C. SNIPES, is the Supervisor of Elections of Broward County, Florida, pursuant to the provisions of Article VIII Section 1(d) of the Florida Constitution and serves in that capacity as a Constitutional Officer and under the State of Florida Election Code; and

WHEREAS, the Supervisor has specific duties, functions, and responsibilities described in the State of Florida Election Code contained in Chapters 97 through 106 of the Florida Statutes, as amended from time to time; and

WHEREAS, among the duties and functions of the Supervisor is the engagement, training, and assigning of pollworkers, including Voting Systems Technicians (VST) in connection with Federal, State, County, and certain Municipal and District elections described in Chapter 102, Florida Statutes, including the appointment of election boards consisting of an inspector and a clerk who shall perform their duties and functions as provided for in the State Election Code; and

WHEREAS, Chapter 75-350, Laws of Florida (Special Acts, 1975 [the "Act"]), as amended, provides for a uniform filing and election date for all municipal elections conducted in Broward County, Florida, in addition to setting forth the requirements for qualification to office, the conducting of elections and other matters affecting all municipalities within Broward County, Florida; and

WHEREAS, during general elections conducted by the Supervisor, and for the March 12, 2019 municipal election, pollworkers are hired by the Supervisor and function as her employees during the course of such elections; and

WHEREAS, for convenience, consistency and the proper and efficient conduct of municipal elections, it is common for municipalities in Broward County to specifically request that the Supervisor select, train, and work directly with the pollworkers during municipal elections, and for the March 12, 2019 municipal election, to provide the additional service of all payment due municipal election day pollworkers; and

WHEREAS, the Supervisor possesses the requisite legal authority, expertise, personnel, and equipment to assist a municipality in selecting, engaging, training, and working directly with pollworkers in the City's election; and

WHEREAS, the City desires to delegate and to assign to the Supervisor the power, duty, and authority to select pollworkers for municipal elections pursuant to the terms, conditions, and provisions of this Agreement; and

WHEREAS, during general elections conducted by the Supervisor, and for the March 12, 2019 municipal election, the delivery and the pick-up of election equipment to and from polling places that are privately owned within the City will be conducted by the Supervisor; and

WHEREAS, the City desires to delegate and to assign to the Supervisor the power, duty, and authority to conduct the delivery and pick-up of election equipment.

NOW, THEREFORE, IN CONSIDERATION of the mutual promises and covenants contained herein, the sufficiency of which is hereby acknowledged by the parties, the parties hereto agree as follows:

ARTICLE 1.0

Recitals

1.1 The above recitals are true and correct and are incorporated herein as if set forth in full hereunder.

ARTICLE 2.0

Duties of Supervisor

2.1 The Supervisor shall conduct the municipal election to be held by the City of Coconut Creek on the 12th day of March 2019, in accordance with the State of Florida Election Code, as amended from time to time.

2.2 At the request of the City, the Supervisor shall select, assign, train, and timely pay the requisite number of pollworkers as required by law for the aforesaid election.

2.3 The Supervisor's decision as to placement and location in precincts and polling places for such designated pollworkers shall be determined by the Supervisor in her sole and absolute discretion, upon and subsequent to the execution of this Agreement.

2.4 The Supervisor shall engage the Broward County Sheriff to assign and place poll deputies for each of the precincts or polling places for said election referred to in this Agreement. Supervisor shall be responsible for paying for each of these deputies in a timely manner as required by law.

2.5 The Supervisor shall provide the delivery and pick-up of election equipment to and from all polling places within the City.

2.6 The Supervisor shall publish a Sample Ballot in a newspaper of general circulation prior to the day of the election, not less than seven (7) days prior to the election. This publication shall be conspicuous and not be included within the legal notices and advertisements being published pursuant to Chapter 50, Florida Statutes, as amended from time to time.

ARTICLE 3.0 City's Obligations

3.1 The City hereby engages the services of the Supervisor of Elections, as set forth in this Agreement in connection with the engagement, assigning, and payment of pollworkers for all City elections subject to the terms hereof and unless terminated by either party.

3.2 The City shall permit and hereby authorizes the Supervisor of Elections to engage the Broward County Sheriff to assign and place poll deputies for each of the precincts or polling places for said election referred to in this Agreement.

ARTICLE 4.0 Indemnification

4.1 The Supervisor and City agree to be fully responsible for the acts and omissions of their respective officers, employees, agents, and contractors to the extent permitted by law without waiving their right to sovereign immunity as provided in Section 768.28, Florida Statutes, or any defenses as may be applicable. Nothing herein shall be construed as consent by a state agency or political subdivision of the State of Florida to be sued by any third party in any matter arising out of this Agreement or any other contract made in order to accomplish the intended purpose.

ARTICLE 5

Notices

5.1 All notices, consents, approvals, waivers, and elections which any party shall require or shall desire to make or give under this Agreement shall be in writing and shall be sufficiently delivered:

5.1.1 When mailed by certified mail, postage prepaid, return receipt requested;

5.1.2 By hand delivery to the named individuals representing the party to be notified; or

5.1.3 By private parcel delivery services, or facsimile transmission for which a receipt is provided to the notifying party. Notices, including notice of a change of address or number, shall be addressed or transmitted to the addresses and telephone numbers set forth below, that a party may be designated in the manner prescribed herein:

As to the Supervisor: _____, Supervisor of Elections
115 S. Andrews Avenue, Room 102
Fort Lauderdale, FL 33301
Telephone No. (954)357-7061

With Copy To: Burnadette Norris-Weeks, Esq.
Burnadette Norris-Weeks, P.A.
401 North Avenue of the Arts
Fort Lauderdale, FL 33311
Telephone No. (954)768-9770

As to City: City Clerk
City of Coconut Creek
4800 W. Copans Road
Coconut Creek, FL 33063
Telephone No. (954) 973-6774

With Copy to: City Attorney
City of Coconut Creek
4800 W. Copans Road
Coconut Creek, FL 33063
Telephone No. (954) 973-6797

5.2 Notices, consents, approvals, waivers, and elections given or made as aforesaid shall be

deemed to have been given and received on the date of the mailing, delivery, or transmission. When requested by either party, the other shall furnish receipts, paid bills or documents to reasonably verify facts or representations made or pursuant to the requirements of this Agreement.

ARTICLE 6.0

Disputes

6.1 Should a dispute arise regarding the interpretation of this Agreement, or in performance of either party hereunder, and should a court action be commenced, the ultimate prevailing party shall be entitled to receive reasonable attorney's fees and costs at both the trial and appellate levels, including the cost and expense of paralegals. Any litigation arising from this Agreement shall be prosecuted exclusively in Broward County, Florida.

ARTICLE 7.0

Miscellaneous

7.1 It is further agreed that no modification, amendment, or alteration in the terms and conditions contained herein shall be effective unless contained in a written document executed with the same formality and of equal dignity herewith.

7.2 Any portion of this Agreement that is deemed unconscionable, unconstitutional, or otherwise invalid, shall be severed from the Agreement and the rest of the Agreement shall remain in full force.

7.3 The terms, provisions, covenants, and conditions herein shall be construed solely in accordance with the laws of the State of Florida.

7.4 This Agreement shall be binding upon and shall inure to the benefit of the successors and assigns of each of the parties hereto.

7.5 The parties hereto and their successors and assigns shall not record this Agreement amongst the Public Records of Broward County, Florida.

IN WITNESS WHEREOF, the parties by their duly authorized representatives, have executed this Agreement for election services tendered for the Municipal Election scheduled on March 12, 2019, on the day and year as first written.

As to City

CITY OF COCONUT CREEK, A MUNICIPAL
CORPORATION OF THE STATE OF FLORIDA

ATTEST:

BY: _____
Mary C. Blasi, City Manager

Leslie Wallace May, Municipal Clerk

APPROVED AS TO FORM:

Terrill C. Pyburn, City Attorney

As to Supervisor

SUPERVISOR OF ELECTIONS OF
BROWARD COUNTY, FLORIDA

WITNESSES:

BY: _____

Supervisor of Elections

Print Name

Print Name

STATE OF FLORIDA)

)

COUNTY OF BROWARD)

)

THE FOREGOING INSTRUMENT was acknowledged before me this ____ day of _____, _____, by Brenda C. Snipes, who is personally known to me.

NOTARY PUBLIC

Print or Type Name

My Commission Expires:

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