AGREEMENT

THIS AGREEMENT, made and entered into the _____ day of _____, ————2015 by and between:

Dr. Brenda C. Snipes,
SUPERVISOR OF ELECTIONS OF BROWARD COUNTY
(hereinafter referred to as the "Supervisor")

AND

————————————————————————CITY OF COCONUT CREEK
A MUNICIPAL CORPORATION OF THE STATE OF FLORIDA
————————————————————————4800 W. COPANS ROAD
————————————————————————COCONUT CREEK, FL 33063

(hereinafter referred to as "City", "Town" or "Village")

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 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 10, 2015 municipal election, pollworkers are hired by the Supervisor and function as her employees during the course of such elections; however, in municipal elections, the aforesaid pollworkers are selected and hired by the individual municipalities whose compensation is derived and paid for by such municipalities for municipal elections described in the aforementioned Act; 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 10, 2015 municipal election, to provide the additional service however,of –all payment due municipal election day pollworkers is the responsibility of the requesting municipality for these specific services:; 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 10, 2015 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, Town,

~~Village~~ of _____ Coconut Creek on the _____10th day of _____, March, 2015_____, 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, ~~and~~ train, and timely pay the requisite number of pollworkers as required by law ~~the requisite number of pollworkers~~ 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. Poll deputies should be considered for purposes of payment only. Supervisor shall be responsible for paying for each of these deputies in a timely manner as required by law.

~~2.4.1~~2.5   The Supervisor shall provide the delivery and pick-up of election equipment to and from all polling places within the City ~~with payroll sheets after said election(s) for the purpose of the City's payment of said election day workers~~.

~~2.4.2~~

~~2.4.3   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. Poll deputies should be considered pollworkers for purposes of payment only.~~

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, ~~and~~ 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 properly and timely pay pollworkers as required by law and upon City checks or warrants issued directly to the pollworkers.~~

~~3.3   The City shall set the rate of pay for pollworkers. The Supervisor of Elections~~

~~will advise the City of current pay scale for County elections.~~

~~3.4   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.   Poll deputies should be considered pollworkers for purposes of payment only. The City will also be responsible for directly paying for each of these deputies in the same manner as described in Articles 2.4, 3.2 and 3.4 of this Agreement.~~

ARTICLE 4.0
Indemnification

4.1   To the extent permitted by law, the City shall indemnify, hold harmless and defend the Supervisor from and against any and all claims, causes of action, which may arise out of the engagement and assignment of pollworkers by the Supervisor or the performance of any of the obligations imposed upon the Supervisor by this Agreement. This indemnification and hold harmless provision shall be liberally construed in favor of the Supervisor and shall apply nonetheless to the extent permitted by law. This indemnification shall permit the Supervisor the right to retain legal counsel of her choosing in any matter or proceeding to which or for which this indemnification arises. Nothing contained herein is intended nor shall be construed to waive the City's rights and immunities under the common law or Florida Statutes Section 768.28, as amended from time to time.

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: Dr. Brenda C. Snipes, 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 of Coconut Creek, City Clerk
——————————4800 W. Copans Road

——————————————Coconut Creek, FL 33063
954-973-6774

With Copy to: ——————————————City of Coconut Creek, City Attorney

——————————————4800W. Copans Road
————————————————

Coconut Creek, FL 33063
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 in Broward County, Florida.

ARTICLE 7.0

<u>Miscellaneous</u>

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.

Signed in the presence of: <u>As to City</u>
                                                  CITY, TOWN, VILLAGE OF

                                                  _____
                                                  Coconut Creek
                                                  A Municipal Corporation of the State of Florida

                                                  BY:_____
ATTEST:_____   Mary C. Blasi, City Manager

_____
Leslie Wallace May————————, Municipal Clerk

APPROVED AS TO FORM:

_____
Terrill C. Pyburn, City Attorney

STATE OF FLORIDA   )
)
COUNTY OF BROWARD   )

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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: