

AGREEMENT FOR MUNICIPAL ELECTIONS

This Agreement for Municipal Elections is made and entered into by and between Joe Scott, the Supervisor of Elections of Broward County (“Supervisor”), and the City/Town/Village of Pompano Beach, a municipality in the State of Florida (“Municipality”) (the Supervisor and the Municipality are referred to collectively as the “Parties”).

RECITALS

A. Joe Scott 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.

B. 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.

C. Among the duties and functions of the Supervisor is the engagement, training, and assigning of poll workers, including Voting Systems Technicians (VST), in connection with federal, state, county, and certain municipal and district elections described in Chapter 102, Florida Statutes, and the appointment of election boards consisting of an inspector and a clerk who shall perform their duties and functions as provided in the State of Florida Election Code.

D. Chapter 75-350, Laws of Florida (Special Acts 1975) (“Local Election Law”), 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 for office, the conducting of elections, the payment of costs associated with municipal elections, and other matters affecting all municipalities within Broward County, Florida.

E. Whether a municipal election is held during a stand-alone election (i.e., when only municipal races are on the ballot and there is only vote-by-mail voting and election day voting) or as part of a state or federal election (i.e., a municipal election held at the same time as a Presidential Preference Primary Election, August Primary Election, or November General Election), , the individual municipality is ultimately responsible for all costs associated with conducting the municipality’s election, including without limitation all “election costs” as defined in Section 97.021(15), Florida Statutes, and for the procurement and payment of poll workers.

F. The Supervisor possesses the requisite legal authority, expertise, personnel, and equipment to assist the Municipality in selecting and training poll workers and conducting the Municipality’s municipal election(s). The Municipality desires to delegate to the Supervisor the power, duty, and authority to select and train poll workers and conduct the Municipality’s municipal election(s) pursuant to the terms, conditions, and provisions of this Agreement.

NOW, THEREFORE, IN CONSIDERATION of the mutual promises and covenants contained herein, the receipt and sufficiency of which are hereby acknowledged by the Parties, the Parties agree as follows:

ARTICLE 1
Recitals

1.1 The above Recitals are true and correct and are incorporated as if fully set forth herein.

ARTICLE 2
Duties of Supervisor

2.1 The Supervisor shall conduct the municipal election to be held by Municipality on the day of November 8, 2022, in accordance with the State of Florida Election Code and the Local Election Law, each as amended from time to time. The Parties may identify additional municipal election(s) that shall be deemed included within the scope of this Section 2.1 upon written approval of both the Supervisor and the authorized representative of the Municipality.

2.2 At the request of the Municipality, the Supervisor shall select, assign, and train an appropriate number of poll workers for the aforesaid election(s).

2.3 For stand-alone municipal elections, provided the Municipality complies with its obligations under Section 3.2, the Supervisor will utilize the polling places selected by the Municipality and identify the applicable location for the electors in the Supervisor's records as well as in any notices the Supervisor is otherwise legally required to provide to electors for the applicable municipal elections. For municipal elections held during a state or federal election, the Supervisor will utilize polling places (including early voting locations) selected by the Supervisor.

2.4 The Supervisor's decisions regarding the number of poll workers and their assignments to precincts and polling places shall be determined by the Supervisor in his sole and absolute discretion.

2.5 The Supervisor or his staff, on behalf of the Municipality, shall properly and timely pay poll workers as required by law, with such payment issued directly by the Supervisor to the poll workers. All amounts paid to poll workers and any and all additional expenses associated with the Supervisor's payroll function will be included in the invoice that will be sent by the Supervisor to the Municipality after the election.

2.6 The Supervisor shall, on behalf of the Municipality, assign and place poll deputies for each of the precincts or polling places for the applicable election. Poll deputies should be considered poll workers for purposes of payment only. The Supervisor will also be responsible for directly paying each of these deputies. Any and all fees associated with this function will be included in the invoice that will be sent to the Municipality after the election.

2.7. The Supervisor, on behalf of the Municipality, shall set the rate of pay for poll workers and poll deputies and any other costs and expenses associated with conducting the municipal election(s) described in Section 2.1. The Supervisor will advise the Municipality of the current pay scale and provide an estimate of costs and expenses.

ARTICLE 3 Municipality's Obligations

3.1 The Municipality hereby engages the Supervisor to perform the services described in Article 2. The Municipality will reimburse the Supervisor for all costs and expenses associated with the Supervisor conducting the municipal election(s) described in Section 2.1, including all election costs as defined in Section 97.021(15), Florida Statutes, and all amounts paid or due to poll workers and poll deputies. The Municipality shall timely pay all invoices submitted by the Supervisor of Elections within thirty (30) days from the date of invoice. Payment shall be made to the Office of the Broward County Supervisor of Elections at the address stated in Section 5.1. An estimate of the costs associated with the Municipality's planned election listed in Section 2.1 is attached to this Agreement as Exhibit A and incorporated herein. For any additional municipal election identified pursuant to Section 2.1, the Supervisor shall provide the Municipality with an estimate of costs at least seven (7) business days after written approval for such additional elections is given by both the Municipality and the Supervisor. Exhibit A and all other municipal election estimates provided by the Supervisor are merely estimates and subject to adjustment by the Supervisor based on actual costs incurred conducting the Municipality's stand-alone election(s) and/or the incremental cost differential associated with conducting the Municipality's election(s) during a state or federal election.

3.2 For stand-alone municipal elections, no later than sixty (60) days prior to the date of the applicable municipal election, the Municipality shall advise the Supervisor in writing of the proposed polling places to be utilized for the election, which locations shall be subject to review and approval by the Supervisor, and provide copies of the rental agreements or other documentation for the utilization of the polling places consistent with the provisions of this section. The Municipality is responsible for: (a) ensuring the location(s) fully comply with the Supervisor's then-existing security standards for polling places; (b) entering into written use or other rental agreements for the sites utilizing a form provided by the Supervisor or otherwise approved in advance by the Supervisor; and (c) ensuring the locations comply with all applicable laws, including, but not limited to, the Americans with Disabilities Act, 42 U.S.C. § 12101, Section 504 of the Rehabilitation Act of 1973, and any related federal, state, or local laws, rules, and regulations.

3.3 The Municipality shall promptly provide any and all documents, information, and cooperation reasonably requested by the Supervisor in connection with the performance of the Supervisor's duties under this Agreement.

ARTICLE 4
Notices and Public Records

4.1 In order for a notice to a party to be effective under this Agreement, notice must be sent via U.S. first-class mail, hand delivery, or commercial overnight delivery, each with a contemporaneous copy via e-mail, to the addresses listed below, and shall be effective upon mailing or hand delivery (provided the contemporaneous email is also sent). The addresses for notice shall remain as set forth in this section unless and until changed by providing notice of such change in accordance with the provisions of this section.

For the Supervisor:

Joe Scott, Supervisor of Elections
115 South Andrews Avenue, Room 102
Fort Lauderdale, Florida 33301
E-mail: jscott@browardsoe.org

With a copy to:

Broward County Attorney's Office
Attn: Nathaniel Klitsberg
115 South Andrews Avenue, Suite 423
Fort Lauderdale, Florida 33301
Email addresses: nklitsberg@broward.org

For the Municipality:

City of Pompano Beach
Attn: Asceleta Hammond/Kervin Alfred
100 West Atlantic Boulevard, Suite 253
Pompano Beach, FL 33060
Email address: Asceleta.Hammond@copbfl.com
Kervin.Alfred@copbfl.com

4.2 Public Records. Both Parties are governmental units subject to Chapter 119, Florida Statutes. To the extent that Section 119.0701 applies to the relationship between the Parties created by this Agreement, that section is deemed incorporated into this Agreement as if fully stated herein. If either of the Parties has questions regarding the application of Chapter 119 or receives a request for public records relating to this Agreement, the party with a question or who received the records request shall provide written notice of the question or request to the other in the manner provided in Section 5.1 of this Agreement.

ARTICLE 5
Disputes

5.1 Should a dispute arise regarding the interpretation of this Agreement or the performance of either party, the Parties shall complete dispute resolution proceedings pursuant to Chapter 164, Florida Statutes, prior to commencing a legal action. In the event a court action is

commenced, each party shall bear its own attorneys' fees and costs at both the trial and appellate levels. Any litigation arising from or relating to this Agreement shall be litigated exclusively in the state courts of Broward County, Florida, or if in Federal Court, in the Southern District of Florida when applicable.

ARTICLE 6

Term; Termination

6.1 The term of this Agreement shall be from the date of full execution (the "Effective Date") until thirty (30) days after the last election date identified pursuant to Section 2.1 above, unless earlier terminated pursuant to this article. The Agreement may be extended for up to four (4) additional one-year extension terms upon the written approval of both the Supervisor and the authorized representative of the Municipality prior to the termination of the then-current term, which written approval must contain the dates for the upcoming municipal elections during the extension term.

6.2 This Agreement may be terminated for cause by the aggrieved party if the party in breach has not corrected the breach within thirty (30) days after receipt of written notice from the aggrieved party identifying the breach. Provided no municipal election identified pursuant to Section 2.1 is scheduled to occur within the next ninety (90) days, this Agreement may also be terminated for convenience upon written notice by either party, effective on the termination date stated in the written notice provided such termination date shall be not less than thirty (30) days after the date of such written notice. In the event this Agreement is terminated, Supervisor shall be paid for any services performed through the effective date of termination.

ARTICLE 7

Miscellaneous

7.1 Except to the extent sovereign immunity may be deemed to be waived by entering into this Agreement, nothing herein is intended to serve as a waiver of sovereign immunity by the Municipality or the Supervisor, nor shall anything included herein be construed as consent by the Municipality or the Supervisor to be sued by third parties in any matter arising out of this Agreement. The Municipality and the Supervisor are municipal corporations or constitutional officers of political subdivisions as defined in Section 768.28, Florida Statutes, and each shall be responsible for the negligent or wrongful acts or omissions of its own employees pursuant to Section 768.28, Florida Statutes.

7.2 This Agreement represents the final and complete understanding of the Parties regarding the subject matter and supersedes all prior and contemporaneous negotiations and discussions regarding that subject matter. There is no commitment, agreement, or understanding concerning the subject matter of this Agreement that is not contained in this written document. No modification, amendment, or alteration in the terms and conditions of this Agreement shall be effective unless contained in a written document executed with the same formality and of equal dignity herewith.

7.3 Neither the Supervisor nor the Municipality intends to directly or substantially benefit a third party by this Agreement. Therefore, the Parties acknowledge that there are no third-party beneficiaries to this Agreement and that no third party shall be entitled to assert a right or claim against either of them based upon this Agreement.

7.4 This Agreement has been jointly prepared by the Parties and shall not be construed more strictly against either party. In the event any part of this Agreement is found to be unenforceable by any court of competent jurisdiction, that part shall be deemed severed from this Agreement and the balance of this Agreement shall remain in full force and effect.

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

7.6 This Agreement may be executed in multiple originals, and may be executed in counterparts, each of which shall be deemed to be an original, but all of which, taken together, shall constitute one and the same agreement. This Agreement shall be binding upon and shall inure to the benefit of the successors and assigns of each of the Parties hereto.

AGREEMENT FOR MUNICIPAL ELECTIONS

SUPERVISOR OF ELECTIONS

WITNESS:

Supervisor of Elections of Broward County,
Florida

(Signature)

By _____
Joe Scott, Supervisor of Elections

(Print Name of Witness)

____ day of _____, 20____

(Signature)

(Print Name of Witness)

NAK
2021 Municipal Election Agreement.docx
09/23/2021
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ATTEST:

CITY OF POMPANO BEACH

Asceleta Hammond
City Clerk

By: _____
Rex, Hardin
Mayor

_____ day of _____, 20____

I HEREBY CERTIFY that I have approved
this Agreement as to form and legal
sufficiency subject to execution by the parties:

Mark Berman
City Attorney

EXHIBIT A
Municipal Election Cost Estimate