

AGREEMENT FOR ELECTION SERVICES

This Agreement is made this ____ day of _____, 2016, by and between the Village of Estero, Florida ("Village") and Sharon Harrington, the Supervisor of Elections of Lee County, Florida, ("Supervisor").

WHEREAS, Village is required to provide for the conduct of its elections; and

WHEREAS, Supervisor as the lawfully elected constitutional officer of Lee County, Florida, is the official custodian of the registration books and has the exclusive control of matters pertaining to the registration of electors; and

WHEREAS, Supervisor is willing to conduct elections for the Village subject to the terms and conditions set forth in this Agreement; and

WHEREAS, Village desires that the Supervisor conduct elections for the Village.

NOW, THEREFORE, in consideration of the promises and covenants set forth below, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. Supervisor's Duties: Supervisor shall conduct such elections for Village as may be requested by Village including Special Elections, on such dates as are mutually agreed upon by Village and Supervisor, all in accordance with the Florida Election Code, the Village Charter and any applicable Village ordinances. The services to be provided by Supervisor include:

- 1.1 Supervisor shall prepare ballots, including, as necessary, candidates, referenda and instructions to voters.
- 1.2 Supervisor shall provide, operate and maintain voting and tabulation equipment necessary for Village elections.
- 1.3 Supervisor shall provide such personnel as are necessary to: conduct village elections, tabulate the vote and provide results to the Village.
- 1.4 Supervisor shall provide operating supplies necessary to conduct village elections.
- 1.5 Supervisor shall perform all functions necessary to the distribution, processing and counting of mail ballots.
- 1.6 Supervisor shall provide adequate polling place facilities for each village precinct.
- 1.7 Supervisor shall advise and assist the Canvassing Board as needed.

- 1.8 Supervisor shall conference with Village to prepare for Village election at least 120 days prior to such election at which time the Supervisor will begin consulting with the Village Clerk regarding proposed polling locations, voting machine and support staff ratios and standards (no less than 2 scanners per precinct and 3 scanners per early voting site). Supervisor will also provide an initial cost estimate for the election as well as estimates for specific voting methods (election day, early voting, and vote-by-mail) and any additional special requirements requested by the Village.
- 1.9 In support of the Village's role as qualifying officer pursuant to paragraph 2.5 of this Agreement, Supervisor shall certify all required qualification signatures to the Village, at the candidate or petitioner's expense, for any candidate or petition for referenda seeking qualification for any proposed Village elections.

2. Village's Duties:

- 2.1 Village shall immediately notify, continually advise, and provide written copies of all provisions of law pertaining to elections within the village, including the Village Charter, Village Code of Ordinances, Special Acts and any additions or amendments thereto, as necessary for Supervisor to conduct Village's elections.
- 2.2 Village shall notify Supervisor in writing, and get Supervisor's consent thereto, at least one-hundred twenty (120) days in advance of all election dates and such notice shall include the qualifying periods applicable thereto. (This requirement may be reduced to ninety (90) days in the event of death or removal of the Mayor or a Village Council Member).
- 2.3 Village shall provide Supervisor within twenty-four (24) hours of close of election qualifying period: (a) a copy of the proposed Resolution calling for the election, designating qualified candidates, and providing legally sufficient ballot language for any referenda items (a) Resolution; and (b) a copy of the original Oath of Candidate designating each candidate's name as it is to appear on the ballot. Village shall provide the adopted Resolution within twenty-four (24) hours of its adoption.

- 2.4 Pursuant to paragraph 1.8 of this Agreement, the Village Clerk shall conference with Supervisor at least one hundred twenty (120) days prior to the scheduled election and on, or before, that date, provide an up-to-date map clearly indicating official village and voting district boundaries (ninety (90) days in the event of the death or removal of the Mayor or a Council member).
- 2.5 Village shall serve as qualifying officer to accept qualification papers and fees and to perform such administrative tasks as are necessary to such function, including receipt and preservation of records filed pursuant to candidate financial reporting requirements.
- 2.6 Village shall reimburse Supervisor for all services, supplies, expenses and costs of whatever kind or nature incurred as a result of or in the conduct of the Village's elections; however, it is not contemplated that village elections held in conjunction with federal, state, or county elections would cause Village to reimburse Supervisor for expenses, except those expenses solely related to Village's elections which would not have otherwise been incurred by Supervisor.
- 2.7 To the extent permitted by Section 768.28, Florida Statutes, Village shall indemnify and hold Supervisor harmless from and against all claims, damages, injuries, litigation, actions or losses including reasonable attorney's fees arising out of or resulting from the acts of Supervisor, in the performance of her lawful duties and the responsibilities under this Agreement. Provided, however, that the Supervisor and Village as agencies or subdivisions of the State of Florida, as defined in Section 768.28 agree to be fully responsible for their own negligent or tortious acts or omissions which result in claims or suits against the other, and agree to be liable for any damages proximately caused by such acts or omissions to the extent set in Section 768.28. Furthermore, nothing in this Agreement nor any action taken by the Supervisor or the Village that arises out of this Agreement shall constitute or be construed as a waiver of the sovereign immunity of either party.
- 2.8 Village shall name Supervisor as additional insured under Village property and casualty insurance policies, including but not limited to general liability,

with respect to all activities of Supervisor relating to or arising out of the conduct of village elections.

2.8.1 Subject to Supervisor's approval in any particular instance, which approval shall not be unreasonably withheld, Village Attorney, or designee, shall have authority to defend, negotiate and participate in any actions or claims for damages arising from the responsibilities of Supervisor under this agreement, or provide for defense of such actions or claims through its Risk Management Pool or other appropriate firm.

2.8.2 No settlement of such claims or actions shall be binding upon Village unless approved by the Village Council.

3. Expenses and compensation: Upon completion of election services for any election, Supervisor shall provide an invoice to the Village detailing the costs incurred by Supervisor in conducting the election for Village. Reimbursement shall be made within thirty (30) days to Supervisor for such costs consistent with Chapter 100 and Section 97.021(14), Florida Statutes, including but not limited to the following: printing, labor, poll workers, rent, postage, transportation, forms, supplies, communication and use of tabulation equipment. Supervisor will provide such verification of expenses and third-party invoices as is reasonably requested by Village.

4. Term: This Agreement shall become effective on the date of its execution by both parties and shall continue in effect for one (1) year from such date. The Agreement shall be automatically extended from year to year unless either party provides written notice of its intent to terminate at least six (6) months prior to the month in which a village election is scheduled.

5. All costs for collection and enforcement of this Agreement including reasonable attorney's fees shall be paid by the losing party to the prevailing party.

6. Where used herein references to Village or Supervisor shall include the officers, agents and employees of each.

7. This Agreement shall not be applicable to elections which are limited solely to freeholders.

8. In the event that any part of this Agreement is determined to be unenforceable by a court of competent jurisdiction, said determination shall not invalidate the remaining parts of this Agreement.

9. This Agreement shall become effective on the date first above written. This Agreement and any subsequent amendments thereto, shall be filed with the Clerk of the Circuit Court of Lee County, Florida.

Witnesses:

SUPERVISOR OF ELECTIONS

1st Witness

By: _____
Sharon L. Harrington

Printed Name

2nd Witness

Printed Name

VILLAGE OF ESTERO, FLORIDA

By: _____
Nick Batos, Village Mayor

Attest:

Kathy Hall, MMC, Village Clerk

Approved as to Form:

Burt Saunders, Esq., Village Attorney