

Prepared by and Return to:

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Florida Bar No. 754684

AGREEMENT FOR ELECTION SERVICES

This Agreement is made this 30th day of July, 2016, by and between the Village of Estero, Florida ("City") and Sharon Harrington, the Supervisor of Elections of Lee County, Florida, ("Supervisor").

WHEREAS, City 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 City subject to the terms and conditions set forth in this Agreement; and

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

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 City as may be requested by City including Special Elections, on such dates as are mutually agreed upon by City and Supervisor, all in accordance with the Florida Election Code, the City Charter and any applicable City 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 City elections.
- 1.3 Supervisor shall provide such personnel as are necessary to: conduct city elections, tabulate the vote and provide results to the City.

- 1.4 Supervisor shall provide operating supplies necessary to conduct city 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 city precinct.
- 1.7 Supervisor shall advise and assist the Canvassing Board as needed.
- 1.8 Supervisor shall conference with City to prepare for City election at least 120 days prior to such election.

2. City's Duties:

- 2.1 City shall immediately notify, continually advise, and provide written copies of all provisions of law pertaining to elections within the city, including the City Charter, City Code of Ordinances, Special Acts and any additions or amendments thereto, as necessary for Supervisor to conduct City's elections.
- 2.2 City 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 City Council Member).
- 2.3 City 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 ("Resolution"); and (b) a copy of the original Oath of Candidate designating each candidate's name as it is to appear on the ballot. City shall provide the adopted Resolution within twenty-four (24) hours of its adoption.
- 2.4 City 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 city boundaries [ninety (90) days in the event of the death or removal of the Mayor or a Council member].

- 2.5 City 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 City 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 City's elections; however, it is not contemplated that city elections held in conjunction with federal, state, or county elections would cause City to reimburse Supervisor for expenses, except those expenses solely related to City's elections which would not have otherwise been incurred by Supervisor.
- 2.7 To the extent permitted by Section 768.28, Florida Statutes, City 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, excepting any act or omission committed in bad faith or with malicious purpose, or in a manner exhibiting wanton and willful disregard of human rights, safety or property.
- 2.8 City shall name Supervisor as additional insured under City 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 city elections.
- 2.8.1 Subject to Supervisor's approval in any particular instance, which approval shall not be unreasonably withheld, City 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 City until approved by the City Council.

3. Expenses and compensation: Upon completion of election services for any election, Supervisor shall provide an invoice to the City detailing the costs incurred by Supervisor in conducting the election for City. (The Supervisor's estimate for the cost to the Village for its 2017 election is \$138,000.00. This is only a good faith estimate and is based on the Supervisor's current costs of labor and supplies and on her current understanding of the Village's plans and desires for the conduct of that election.) Reimbursement shall be made within thirty (30) days to Supervisor for such costs, 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 as is reasonably requested by City.

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 city 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 City 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:

John Beaumont
1st Witness
JO ANN BEAUMONT

Printed Name

Cheryl Johnson
2nd Witness
CHERYL JOHNSON
Printed Name

SUPERVISOR OF ELECTIONS

By: Sharon L. Harrington
Sharon L. Harrington

VILLAGE OF ESTERO, FLORIDA

By: _____
_____, Village Mayor

Attest: _____
_____, Village Clerk

Approved as to Form:

_____, Village Attorney