

MUNICIPAL ELECTIONS AGREEMENT

This Municipal Elections Agreement is made and entered into by and between Joe Scott, as Broward County Supervisor of Elections (“Supervisor”), and _____, a municipal corporation (“Municipality”) (each a “Party” and collectively referred to as the “Parties”).

Recitals

A. Supervisor has certain duties, functions, and responsibilities provided in the Florida Election Code (Chapters 97 through 106, Florida Statutes), as amended from time to time. Among Supervisor’s duties, functions, and responsibilities are the engagement, training, and assigning of individuals to work at Polling Places (as hereinafter defined), including voting systems technicians, poll clerks, inspectors, poll deputies, and members of elections boards (collectively, “Poll Workers”), in connection with federal, state, county, and certain municipal and district elections described in Chapter 102, Florida Statutes.

B. Chapter 75-350, Laws of Florida (Special Acts 1975), 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, conducting municipal elections, the municipalities’ obligation to Supervisor for the payment of costs associated with municipal elections, and other matters affecting all municipalities within Broward County, Florida.

C. Municipality is responsible for all costs associated with conducting any of its elections, including without limitation all “election costs” as defined in Section 97.021(15), Florida Statutes, and the procurement and payment of Poll Workers. Municipality is responsible for such election costs whether its election is held as a Stand-Alone Election (as defined below), or when Municipality’s election is part of a state or federal election (i.e., at the same time as a Presidential Preference Primary Election, August Primary Election, or November General Election).

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

Now, therefore, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by the Parties, the Parties agree as follows:

ARTICLE 1
Definitions

1.1 **Applicable Law** means all applicable federal, state, county, municipal, or government entity rules, regulations, codes, ordinances, advisory opinions, as amended from time to time, including without limitation, the provisions in Chapters 75-350, Laws of Florida (Special Acts of 1975), the Americans with Disabilities Act, 42 U.S.C. § 12101, and Section 504 of the Rehabilitation Act of 1973.

1.2 **Election Services** means the duties, functions, obligations, and work required by Supervisor to conduct the Municipal Elections as described in Article 2 of this Agreement, other services specified in Exhibit A, and additional services agreed to by the Parties and provided for in a written amendment to this Agreement.

1.3 **Florida Election Code** means Chapters 97 through 106, Florida Statutes, as amended from time to time.

1.4 **Municipal Election(s)** means the Municipality's elections within the scope of and provided for in Article 2 of this Agreement or any amendment to this Agreement.

1.5 **Stand-Alone Election(s)** means a municipal election held when only municipal races are on the ballot and there is no early voting period.

1.6 **Poll Worker(s)** means trained and paid individuals who are active voters and provide various election related services at precincts or Polling Places on election day or during early voting periods. Poll Workers include the positions and job descriptions listed and defined on the Supervisor's website at: <https://www.browardvotes.gov/Poll-Worker-Information/Become-a-Poll-Worker>.

1.7 **Polling Place(s)** means a building designated by Supervisor where voters cast their ballots during an election, such as a school or a library.

ARTICLE 2
Duties of Supervisor

2.1 Municipal Elections. Municipality hereby engages Supervisor to perform the Election Services for Municipality's elections to be held in 2023 as more fully described in this article. The Parties may identify additional municipal election(s) for which Supervisor shall perform Election Services ("Additional Municipal Election(s)") upon written approval of both Supervisor and the authorized representative of Municipality, in which event such Additional Municipal Election(s) shall be deemed included within the scope of this Section 2.1.

2.2 Cost Estimates. Supervisor has provided an estimate of the costs currently associated with the Election Services in Exhibit A. For any Additional Municipal Election, Supervisor shall provide

Municipality with an estimate of costs at least seven (7) business days after the written approval required in Section 2.1. Exhibit A and all other cost estimates provided by Supervisor are merely estimates and subject to adjustment by Supervisor based on actual costs incurred. Municipality shall be responsible for all costs incurred by Supervisor in conducting Stand-Alone Elections and for the incremental cost differential associated with conducting Municipal Election(s) during a state or federal election.

2.3 Polling Places. For Stand-Alone Elections, subject to Section 3.2, Supervisor will utilize the Polling Place(s) selected by Municipality and identify same as the applicable locations for the electors in Supervisor's records as well as in any notices Supervisor is otherwise legally required to provide to electors for the applicable Municipal Election. For Municipal Elections held during a state or federal election, Supervisor will utilize Polling Places (including early voting locations) selected by Supervisor.

2.4 Poll Workers. Supervisor shall select, assign, and train an appropriate number of Poll Workers for the Municipal Elections. The number and types of Poll Workers and their assignments to Polling Places shall be determined by Supervisor in Supervisor's sole and absolute discretion.

2.5 Payment of Poll Workers. Supervisor, on behalf of Municipality, shall set the pay rate for Poll Workers and pay them as required by law. Supervisor will advise Municipality of the current pay scale for Poll Worker positions.

ARTICLE 3 Municipality's Obligations

3.1 Municipality will pay Supervisor for all costs and expenses associated with Supervisor conducting the Municipal Election(s), including all election costs as defined in Section 97.021(15), Florida Statutes, and all amounts paid or due to Poll Workers. Municipality shall timely pay Supervisor all invoices submitted by Supervisor within thirty (30) days after the date of Supervisor's invoice to Municipality. Payment shall be made to Supervisor at the address stated in Section 5.1 and pursuant to the instructions prescribed by Supervisor or Supervisor's designee. Municipality's payment obligation includes all actual costs of Supervisor, which may be in excess of the cost estimate attached as Exhibit A or otherwise provided to Municipality by Supervisor.

3.2 For Stand-Alone Elections, no later than sixty (60) days prior to the date of the applicable Municipal Election, Municipality shall advise Supervisor in writing of any proposed Polling Places to be utilized for the election, which locations shall be subject to review and approval by Supervisor, and Municipality shall provide copies of the rental agreements or other documentation for the utilization of the Polling Places consistent with the provisions of this section. Municipality is responsible for: (a) ensuring the location(s) fully comply with 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 Supervisor or otherwise approved in advance by Supervisor; and (c) ensuring the locations comply with Applicable Laws.

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

ARTICLE 4 Sovereign Immunity

Nothing herein is intended to serve as a waiver of sovereign immunity by either Party nor shall anything included herein be construed as consent to be sued by third parties in any matter arising out of this Agreement. The Parties are state agencies or political subdivisions as defined in Section 768.28, Florida Statutes. Nothing in this Agreement requires either Party to indemnify or insure the other Party for its own negligence or to assume any liability for the other Party's negligence. This section shall survive the termination of all performance or obligations under this Agreement.

ARTICLE 5 Notices and Public Records

5.1 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). Addresses may change by the applicable Party giving notice of such change in accordance with this section.

For 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: Devona A. Reynolds Perez
115 South Andrews Avenue, Suite 423
Fort Lauderdale, Florida 33301
Email addresses: dreynoldsperez@broward.org

For Municipality:

Email address: _____

With a copy to:

Email address: _____

5.2 Public Records. The Parties are public agencies subject to Chapter 119, Florida Statutes, and each Party shall comply with its respective obligations as provided by law.

ARTICLE 6
Disputes; Governing Law, Venue, and Waiver of Jury Trial

6.1. Dispute Resolution; Attorney's Fees. 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. Each Party shall bear its own attorneys' fees and costs, including in Chapter 164 proceedings and at both the trial and appellate levels. Any litigation arising from or relating to this Agreement shall be litigated exclusively in state or federal courts in Broward County, Florida.

6.2. Law, Jurisdiction, Venue, Waiver of Jury Trial. The terms, provisions, covenants, and conditions of this Agreement shall be construed solely in accordance with the laws of the State of Florida. The Parties agree that the exclusive venue for any lawsuit arising from, related to, or in connection with this Agreement shall be in the state courts of the Seventeenth Judicial Circuit in and for Broward County, Florida. If any claim arising from, related to, or in connection with this Agreement must be litigated in federal court, the Parties agree that the exclusive venue for any such lawsuit shall be in the United States District Court or United States Bankruptcy Court for the Southern District of Florida. **EACH PARTY HEREBY EXPRESSLY WAIVES ANY RIGHTS IT MAY HAVE TO A TRIAL BY JURY OF ANY CIVIL LITIGATION RELATED TO THIS AGREEMENT.**

ARTICLE 7
Term; Termination

7.1 The term of this Agreement shall be from the date of its full execution (the "Effective Date") until thirty (30) days after the date of the last Municipal Election covered by this Agreement, unless earlier terminated as provided in this Agreement.

7.2 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. Except when a Municipal Election 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 by the terminating Party which termination date shall be not less than thirty (30) days after the date of such written notice. If this Agreement is terminated, whether for cause or without cause, Supervisor shall be paid for any Election Services performed through the effective date of termination.

ARTICLE 8 Miscellaneous

8.1 Materiality and Waiver of Breach. Each requirement, duty, and obligation set forth in this Agreement was bargained for at arm's-length and is agreed to by the Parties. Each requirement, duty, and obligation set forth in this Agreement is substantial and important to the formation of this Agreement, and each is, therefore, a material term. Supervisor's failure to enforce any provision of this Agreement shall not be deemed a waiver of such provision or modification of this Agreement. A waiver of any breach shall not be deemed a waiver of any subsequent breach and shall not be construed to be a modification of this Agreement. To be effective, any waiver must be in writing signed by an authorized signatory of the Party granting the waiver.

8.2 Severability. If 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.

8.3 Prior Agreements. 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.

8.4 Amendments. 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.

8.5 No Third-Party Beneficiaries. Neither Supervisor nor 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.

8.6 Joint Preparation and Interpretation. This Agreement has been jointly prepared by the Parties and shall not be construed more strictly against either Party. The titles and headings contained in this Agreement are for reference purposes only and shall not in any way affect the meaning or interpretation of this Agreement. All personal pronouns used in this Agreement shall include any other gender, and the singular shall include the plural, and vice versa, unless the

context otherwise requires. Terms such as “herein” refer to this Agreement as a whole and not to any particular sentence, paragraph, or section where they appear, unless the context otherwise requires. Whenever reference is made to a section or article of this Agreement, such reference is to the section or article as a whole, including all subsections thereof, unless the reference is made to a particular subsection or subparagraph of such section or article. Any reference to “days” means calendar days, unless otherwise expressly stated.

8.7 Severability and Priority of Provisions. 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. If there is a conflict or inconsistency between any term, statement, requirement, or provision of any document or exhibit attached hereto or referenced or incorporated herein and any provision of Articles 1 through 8 of this Agreement, the provisions contained in Articles 1 through 8 shall prevail and be given effect.

8.8 Counterparts and Multiple Originals. This Agreement may be executed in multiple originals, and may be executed in counterparts, whether signed physically or electronically, 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.

8.9 Independent Contractor. Supervisor is acting as an independent contractor for Municipality in the performance of Election Services under this Agreement. Nothing in this Agreement constitutes or creates a partnership, joint venture, or any other relationship between the Parties. Neither Party nor its agents shall act as officers, employees, or agents of the other Party. Neither Party shall have the right to bind the other Party to any obligation not expressly undertaken by that Party under this Agreement.

8.10 Incorporation by Reference. Any and all Recital clauses above are true and correct and are incorporated in this Agreement by reference. The attached Exhibits are incorporated and made a part of this Agreement.

8.11 Representation of Authority. Each individual executing this Agreement on behalf of a Party hereto hereby represents and warrants that they are, on the date they sign this Agreement, duly authorized by all necessary and appropriate action to execute this Agreement on behalf of such Party and does so with full legal authority.

(The remainder of this page is intentionally left blank)

IN WITNESS WHEREOF, the Parties hereto have made and executed this Agreement:
BROWARD COUNTY SUPERVISOR OF ELECTIONS, JOE SCOTT, and MUNICIPALITY, signing by
and through its _____ duly authorized to execute same.

SUPERVISOR

By: _____
Joe Scott, Broward County Supervisor of Elections

_____ day of _____, 202_

Approved as to form by
Andrew J. Meyers
Broward County Attorney
115 South Andrews Avenue, Suite 423
Fort Lauderdale, Florida 33301
Telephone: (954) 357-7600

By _____
Devona A. Reynolds Perez (Date)
Assistant County Attorney

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2022 Municipal Election Agreement.docx
05/20/2022

EXHIBIT A
Municipal Election Cost Estimate