AGREEMENT

This Agreement is made this 20 day of _MAY_, 2024, by and between the City of Sanibel ("Municipality") and the Office of the Supervisor of Elections of Lee County, Florida, ("Supervisor").

RECITALS:

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

WHEREAS, the 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;

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

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

NOW, THEREFORE, for and in consideration of the mutual promises and benefits conferred herein, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged and confessed, the parties hereto, intending to be legally bound, covenant and agree as follows:

PROVISIONS:

1. <u>Supervisor's Duties</u>: Supervisor shall conduct such elections for Municipality as may be requested by Municipality including special, stand-alone, and/or regularly scheduled elections, on such dates as are mutually agreed upon by Municipality and Supervisor, all in accordance with the Florida Election Code, any applicable charter, and any applicable 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 Municipality elections.

    1.3 Supervisor shall provide such personnel as are necessary to: conduct Municipality elections, tabulate the vote and provide results to the Municipality.

    1.4 Supervisor shall provide operating supplies necessary to conduct Municipality 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 Municipality precinct.

1.7 Supervisor shall advise and assist the Canvassing Board as needed.

1.8 Supervisor is responsible for all statutorily required legal advertising, including but not limited to that which is statutorily required by the Florida Election Code, Chapters 97-106, Florida Statutes, the cost of which shall be billed to the Municipality. Supervisor may provide for the publication medium of legal advertising as statutorily permitted by law. Supervisor will provide the Municipality with a copy of any legal advertisement or mailing that the Municipality must publish on its official website.

1.9 Supervisor shall provide dual ballot languages (English and Spanish), and legal advertising statutorily required of the Supervisor per the Language Minority Provisions of Section 203 of the Voting Rights Act.

1.10 Unless the Municipality provides written notice to the contrary at least one hundred and eighty (180) days prior to the date of any special, stand-alone, or regularly scheduled elections, the Supervisor shall act as the Election Qualifying Officer. As such, the Supervisor shall be responsible for:

   1.10.1 Receipt and conditional review of all campaign finance reports in conformity with Florida law;

   1.10.2 Maintaining the candidate list for each election;

   1.10.3 Production and distribution of candidate packet materials;

   1.10.4 Providing election related notary services to campaigns and candidates;

   1.10.5 Petition processing and certification;

   1.10.6 Post-election campaign finance reconciliation support;

   1.10.7 Candidate qualifying instructions;

   1.10.8 Preparing and scheduling of the election calendar; and

   1.10.9 Determination of the candidate-qualifying period.

2.   Municipality's Duties:

2.1   Municipality shall immediately notify, advise of any updates, and provide written copies of all provisions of law pertaining to elections within the Municipality, including, but not limited to, any charter, code of ordinances, special acts, and any additions or amendments thereto, as necessary for Supervisor to conduct Municipality's elections.

2.2   Municipality shall notify Supervisor in writing, and get Supervisor's consent thereto, at least one hundred ten (110) days in advance of all election dates, and such notice shall include the qualifying periods applicable thereto.

2.3   Municipality shall conference with Supervisor at least one hundred ten (110) days prior to the scheduled election and on, or before, that date, provide an up-to-date map clearly indicating official Municipality boundaries (ninety (90) days in the event of the death or removal of the Mayor or a Council member).

2.4   Municipality is responsible for legal advertising statutorily required of the Municipality and must provide for the publication medium as required by law.

2.5   Municipality shall reimburse Supervisor for all services, supplies, expenses and costs of whatever kind or nature incurred because of or in the conduct of the Municipality's special or stand-alone elections. It is not contemplated that elections held in conjunction with federal, state, or county elections would cause Municipality to reimburse Supervisor for expenses, except those for expenses solely related to Municipality's elections, including, but not limited to, candidate withdrawal notices to voters, translation, recount, and attorney's fees, which would not have otherwise been incurred by Supervisor.

2.6   To the extent permitted by Section 768.28, Florida Statutes, but without waiving any limitations therein, Municipality shall indemnify and hold Supervisor harmless from and against all claims, damages, injuries, litigation, actions or losses including reasonable attorney's fees and costs, arising out of or resulting from the acts of Supervisor in the performance of his 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.

2.7   Municipality shall name Supervisor as additional insured under the Municipality's 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 the Municipality's elections.

    2.7.1   Subject to Supervisor's approval in any particular instance, which approval shall not be unreasonably withheld, Municipality's City Attorney or their 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.

    2.7.2   No settlement of such claims or actions shall be binding upon Municipality unless approved by the Municipality's City Council.

3.   <u>Expenses and Compensation:</u> Upon completion of election services for any election, Supervisor shall provide an invoice to the Municipality detailing the costs incurred by Supervisor in conducting the election for Municipality, including, without limitation, costs related to the following: printing, labor, poll workers, rent, postage, transportation, forms, supplies, communication and use of tabulation equipment . Consistent with Municipality's prompt pay policy, reimbursement shall be made within forty-five (45) days of receipt of such invoice. Supervisor will provide such verification of expenses as is reasonably requested by Municipality.

4.   <u>Term:</u> 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 Municipality election is scheduled.

5.   This Agreement is not terminable during an election cycle.

6.   The Municipality consents to all non-sample Ballot mailing advertisement by the Supervisor without the need for prior approval.

7.   Any Sample Ballot mailing for stand-alone and/or special elections will only occur upon written request by Municipality to Supervisor.

8.   Determinations regarding whether to conduct early voting must be included in the Municipality's official resolution to conduct a stand-alone and/or special election. The parties agree that failure to do so shall be construed as a decision not to provide early voting.

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

10.   References used herein to "Municipality" or "Supervisor" shall include the officers, agents, and employees of each.

11. This Agreement shall not be applicable to elections that are limited solely to freeholders.

12. 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.

13. 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:

_____
1st Witness
Tawanna Dillon
Printed Name

_____
2nd Witness
Printed Name

Witnesses:

_____
1st Witness

_____
Printed Name

_____
2nd Witness

_____
Printed Name

Approved as to Form (as to Sanibel only):

_____
John D. Agnew, Esq.
City Attorney, City of Sanibel

SUPERVISOR OF ELECTIONS

By: _____
Print: Tommy Doyle

CITY OF SANIBEL

By: _____
   Print: _____
   Title: _____

Attest:

By: _____
   Municipality Clerk