

SPECIAL ELECTION AGREEMENT

THIS AGREEMENT is by and between the **SARASOTA COUNTY SUPERVISOR OF ELECTIONS** (hereinafter “SOE”) whose mailing address is P.O. Box 4194 Sarasota, Florida 34230-4194, and the **SARASOTA COUNTY SCHOOL BOARD** (hereinafter “the School Board”) whose mailing address is 1960 Landings Blvd, Sarasota, Florida 34231-3365, to conduct a countywide Special Referendum Election (hereinafter “Special Election”) on **March 20, 2018**. Book Closing Date for the Election will be **February 20, 2018**.

COST OF ELECTION SUPPLIES AND MATERIALS

The School Board will be responsible for all costs associated with the conduct of this election, to include but not be limited to: advertising; ballot preparation; printing of official ballots, including vote-by-mail, early voting and precinct ballots; ballot changes required by the board after initial printing; vote-by-mail ballot postage and materials; sample ballot printing, postage and materials; election board and early voting personnel; SOE staff overtime and mileage; providing defense of any legal challenge made due to wording of ballot language, and costs associated with the transportation of voting equipment and election-related supplies.

The School Board will also be responsible for any costs that may be incurred due to a required recount and the conduct of the post-election certification audit of the voting system, pursuant to Florida statute.

COMPENSATION

Upon the signing of this agreement, the School Board shall provide an initial deposit of \$450,000.00 made payable to the Sarasota County Board of County Commissioners, to compensate for expenditures incurred by the SOE for said Election. If the initial funding is depleted prior to the final accounting, the SOE may request additional funds.

Following the final accounting of the Election, the County will reimburse any sums remaining to the School Board.

POLLING PLACES

Selection of polling places will be the responsibility of SOE. The SOE will use funds provided by the School Board to pay for all polling places.

ELECTION BOARD PERSONNEL

The SOE shall select, train and compensate clerks and inspectors for this election and, through Sarasota County Government, shall provide workers' compensation coverage.

The SOE shall appoint and coordinate the swearing in of deputy sheriffs in accordance with §102.031(2) F.S. The SOE shall also train deputy sheriffs and be responsible for their compensation and, through Sarasota County Government, provide workers' compensation coverage.

ADVERTISING

The Sarasota County Clerk of the Circuit Court (Board Records) will be responsible for all legal advertisements required by §100.342 F.S. to advertise the Special Election during the 5th and 3rd weeks prior to the Special Election.

The SOE will be responsible for placing legal advertisements in a newspaper of general circulation to advertise the Sample Ballot, Public Logic and Accuracy tests, and all meetings of the Canvassing Board.

EARLY VOTING

The SOE will select early voting sites and provide staffing for each. In addition, the SOE will provide voting equipment, electronic connections, computers, printers and other items necessary to conduct early voting at SOE main office and branch offices.

Early voting shall begin on Saturday, March 10, 2018 and end on Saturday, March 17, 2018 and shall run from 8:30 a.m. to 4:30 p.m. each day, in the three elections offices in Sarasota, Venice and North Port.

VOTE-BY-MAIL AND SAMPLE BALLOTS

Vote-by-mail ballot records will be maintained by the SOE. Vote-by-mail ballots will be mailed by the SOE. The SOE will be responsible for creating and mailing a sample ballot to every household that includes a registered voter.

TRANSPORTATION

Delivery of equipment will be arranged by the SOE following SOE normal delivery routes and times. All election-related supplies will be delivered by the SOE in the customary manner.

TESTING OF TABULATING EQUIPMENT

The Public Logic and Accuracy (L&A) Test for the voting and tabulation equipment will be conducted on **Wednesday, March 7, 2018**, beginning at 9:00 a.m. at 2001 Adams Lane, Sarasota, Florida.

CANVASSING BOARD

The Sarasota County Canvassing Board shall, pursuant to statute, be responsible for canvassing the election returns, for reporting all results to the Department of State, for ordering recounts, for certifying the results of the election, for reporting to the Division of Election on the conduct of the election, and for conducting the post-election certification audit of the voting equipment.

RESULTS

Ballots will be counted by automatic tabulating equipment. The return printed by the automatic tabulating equipment, to which has been added the return of vote-by-mail and provisional ballots, shall constitute the official return of the Election upon certification by the Canvassing Board. Results collected from precincts, vote-by-mail, early voting and provisional ballots will be reported by the SOE to the School Board upon certification of the election.

RECIPROCAL INDEMNIFICATION PROVISION

Each party agrees to indemnify and save harmless the other party, its agents, officials, volunteers and employees against all injuries, deaths, losses, damage claim suits, liabilities, judgments, costs, attorneys' fees, and expenses which may accrue against the other party as a consequence of the intentional or negligent acts of its agents, officials, volunteers or employees. Provided, however, nothing contained in this paragraph shall constitute a waiver of sovereign immunity or of the limitations on liability provided to either party under the Constitution or Laws of the State of Florida. In the event of any threatened or impending action that may give rise to a claim under the terms of this paragraph or suit or other proceedings, the party seeking indemnification for such claim must promptly give notice to the other party in writing by Certified Mail. The indemnity provided herein shall not apply to any settlement agreement entered into by one party without the consent of the other party required to indemnify the other party under the terms of this paragraph. The terms of this paragraph shall survive the termination of this agreement.

MISCELLANEOUS

SOE reserves the right to subcontract any and all of the work to be performed under this Agreement, provided, however, that SOE shall not be relieved of any of its obligations hereunder.

The rights and obligations of the parties as set forth herein may be altered only by a written amendment or modification executed by an authorized representative of both parties referencing this Agreement and expressly stating the intention to modify such rights and obligations.

This Agreement supersedes all prior proposals, communications and agreements, both oral and written.

IN WITNESS WHEREOF, the parties hereto have set their hands the day and year written below.

SUPERVISOR OF ELECTIONS

Sarasota County, Florida

SARASOTA COUNTY SCHOOL BOARD

Sarasota County, Florida

By: _____
Ron Turner, Supervisor of Elections

By: _____
Chair

Date: _____

Date: _____

Approved for Legal Content,
November 1, 2017 by Matthews Eastmoore,
Attorneys for The School Board
of Sarasota County, Florida
Signed: ASH