

DOCUMENT ROUTING FORM

P ③ ✓ 11/2/14
12/4/14
Processed
Original

NAME OF DOCUMENT: **AGREEMENT BETWEEN DR. BRENDA C. SNIPES, SUPERVISOR OF ELECTIONS OF BROWARD COUNTY AND CITY FOR POLLWORKER SERVICES - FEBRUARY 10, 2015 AND MARCH 10, 2015**

Approved Comm. Mtg. on: **October 21, 2014** CAM #: **14-1339** ITEM #: **CM-1**

Routing Origin: CAO Also attached: copy of CAM Original Documents

1) **City Attorney's Office:** Approved as to Form # 3 Originals and Delivered to City Manager on 10/24/14

DJ Williams-Persad 

2) **City Manager:** Please indicate if item is CIP Funded, sign where indicated, and forward originals to Mayor.

CIP FUNDED YES NO
Capital Investment / Community Improvement Projects

Capital Investment / Community Improvement Projects defined as having a life of at least 10 years and a cost of at least \$50,000 and shall mean improvements to real property (land, buildings, fixtures) that add value and/or extend useful life, including major repairs such as roof replacement, etc. Term "Real Property" include: land, real estate, realty, real.

3) **Mayor:** Please sign as indicated and forward originals to Clerk for attestation and City seal.

INSTRUCTIONS TO CLERK'S OFFICE

4) **City Clerk:** Original documents to: Wendy Gonyea
 Original Route form to Glynis Burney, CAO

10/30

AGREEMENT

THIS AGREEMENT, made and entered into the 1st day of December, 2014 by and between:

DR. BRENDA C. SNIPES, SUPERVISOR OF ELECTIONS OF BROWARD COUNTY, (hereinafter referred to as the "Supervisor"),

and

CITY OF FORT LAUDERDALE, A MUNICIPAL CORPORATION OF THE STATE OF FLORIDA, (hereinafter referred to as "City").

2014 DEC -4 PM 12: 04
CITY CLERK

WITNESSES:

WHEREAS, DR. BRENDA C SNIPES, is the Supervisor of Elections of Broward County, Florida, pursuant to the provisions of Article VIII Section 1(d) of the Florida Constitution and serves in that capacity as a Constitutional Officer and under the State of Florida Election Code; and

WHEREAS, the Supervisor has specific duties, functions, and responsibilities described in the State of Florida Election Code contained in Chapters 97 through 106 of the Florida Statutes, as amended from time to time; and

WHEREAS, among the duties and functions of the Supervisor is the engagement, training, and assigning pollworkers, including Voting Systems Technicians (VST) in connection with Federal, State, County, and certain Municipal and District elections described in Chapter 102, Florida Statutes, including the appointment of election boards consisting of an inspector and a clerk who shall perform their duties and functions as provided for in the State Election Code; and

WHEREAS, Chapter 75-350, Laws of Florida (Special Acts, 1975 [the "Act"]), 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 to office, the conducting of elections and other matters affecting all municipalities within Broward County, Florida; and

WHEREAS, during general elections conducted by the Supervisor, pollworkers are hired by the Supervisor and function as her employees during the course of such elections; however, in municipal elections, the aforesaid pollworkers are selected and hired by the individual municipalities whose compensation is derived and paid for by such municipalities for municipal elections described in the aforementioned Act; and

WHEREAS, for convenience, consistency and the proper and efficient conduct of municipal elections, it is common for municipalities in Broward County to specifically request that the Supervisor select, train, and work directly with the pollworkers during municipal elections, however, all payment due municipal election day pollworkers is the responsibility of the requesting municipality for these specific services: and

WHEREAS, the Supervisor possesses the requisite legal authority, expertise, personnel, and equipment to assist a municipality in selecting, engaging, training, and working directly with pollworkers in the City's election; and

WHEREAS, the City desires to delegate and to assign to the Supervisor the power, duty, and authority to select pollworkers for municipal elections pursuant to the terms, conditions, and provisions of this Agreement;

NOW, THEREFORE, IN CONSIDERATION of the mutual promises and covenants contained herein, the sufficiency of which is hereby acknowledged by the parties, the parties hereto agree as follows:

ARTICLE 1.0

Recitals

1.1 The above recitals are true and correct and are incorporated herein as if set forth in full hereunder.

ARTICLE 2.0

Duties of Supervisor

2.1 The Supervisor shall conduct the regular municipal primary and regular municipal election to be held by the City of Fort Lauderdale on the 10th day of February, 2015, and on the 10th day of March, 2015, in accordance with the State of Florida Election Code, as amended from time to time.

2.2 At the request of the City, the Supervisor shall select, assign, and train the requisite number of pollworkers for the aforesaid election.

2.3 The Supervisor's decision as to placement and location in precincts and polling places for such designated pollworkers shall be determined by the Supervisor in her sole and absolute discretion, upon and subsequent to the execution of this Agreement.

2.4 The Supervisor shall provide City with payroll sheets after said election(s) for the purpose of the City's payment of said election day workers.

ARTICLE 3.0
City's Obligations

3.1 The City hereby engages the services of the Supervisor of Elections, as set forth in this Agreement in connection with the engagement and assigning of pollworkers for all City elections subject to the terms hereof and unless terminated by either party.

3.2 The City shall properly and timely pay pollworkers as required by law and upon City checks or warrants issued directly to the pollworkers.

3.3 The City shall set the rate of pay for pollworkers. The Supervisor of Elections will advise the City of current pay scale for County elections.

3.4 The City shall permit and hereby authorizes the Supervisor of Elections to engage the Broward County Sheriff to assign and place poll deputies for each of the precincts or polling places for said election referred to in this Agreement. Poll deputies should be considered pollworkers for purposes of payment only. The City will also be responsible for directly paying for each of these deputies in the same manner as described in Articles 2.4, 3.2 and 3.4 of this Agreement.

ARTICLE 4.0
Indemnification

4.1 To the extent permitted by law, the City shall indemnify, hold harmless and defend the Supervisor from and against any and all claims, causes of action, which may arise out of the engagement and assignment of pollworkers by the Supervisor or the performance of any of the obligations imposed upon the Supervisor by this Agreement. This indemnification and hold harmless provision shall be liberally construed in favor of the Supervisor and shall apply nonetheless to the extent permitted by law. This indemnification shall permit the Supervisor the right to retain legal counsel of her choosing in any matter or proceeding to which or for which this indemnification arises. Nothing contained herein is intended nor shall be construed to waive the City's rights and immunities under the common law or Florida Statutes Section 768.28, as amended from time to time.

ARTICLE 5.0
Notices

5.1 All notices, consents, approvals, waivers, and elections which any party shall require or shall desire to make or give under this Agreement shall be in writing and shall be sufficiently delivered:

5.1.1 when mailed by certified mail, postage prepaid, return receipt requested;

5.1.2 by hand delivery to the named individuals representing the party to be notified; or

5.1.3 by private parcel delivery services, or facsimile transmission for which a receipt is provided to the notifying party. Notices, including notice of a change of address or number, shall be addressed or transmitted to the addresses and telephone numbers set forth below, that a party may be designated in the manner prescribed herein:

As to the Supervisor: Dr. Brenda C. Snipes, Supervisor of Elections
115 S. Andrews Avenue, Room 102
Fort Lauderdale, FL 33301
Telephone No. (954) 712-1950

With Copy To: Burnadette Norris-Weeks, Attorney
401 North Avenue of the Arts
Fort Lauderdale, FL 33311
Telephone No. (954) 768-9770

As to City: Lee R. Feldman, City Manager
City of Fort Lauderdale
100 North Andrews Avenue
Fort Lauderdale, FL 33301

With Copy to: Jonda K. Joseph, City Clerk
City of Fort Lauderdale
100 North Andrews Avenue
Fort Lauderdale, FL 33301
Telephone No. (954) 828-5006
Fax No. (954) 828-5017

5.2 Notices, consents, approvals, waivers, and elections given or made as aforesaid shall be deemed to have been given and received on the date of the mailing, delivery, or transmission. When requested by either party, the other shall furnish receipts, paid bills or documents to reasonably verify facts or representations made or pursuant to the requirements of this Agreement.

ARTICLE 6.0 Disputes

6.1 Should a dispute arise regarding the interpretation of this Agreement, or in performance of either party hereunder, and should a court action be commenced, the ultimate prevailing party shall be entitled to receive reasonable attorney's fees and costs at both the trial and appellate levels, including the cost and expense of paralegals. Any litigation arising from this Agreement shall be prosecuted in Broward County, Florida.

ARTICLE 7.0
Miscellaneous

7.1 It is further agreed that no modification, amendment, or alteration in the terms and conditions contained herein shall be effective unless contained in a written document executed with the same formality and of equal dignity herewith.

7.2 Any portion of this agreement that is deemed unconscionable, unconstitutional, or otherwise invalid, shall be severed from the agreement and the rest of the agreement shall remain in full force.

7.3 The terms, provisions, covenants, and conditions herein shall be construed solely in accordance with the laws of the State of Florida.

7.4 This Agreement shall be binding upon and shall inure to the benefit of the successors and assigns of each of the parties hereto.

7.5 The parties hereto and their successors and assigns shall not record this Agreement amongst the Public Records of Broward County, Florida.

As to City

WITNESSES:

CITY OF FORT LAUDERDALE, a Municipal Corporation of the State of Florida

Jeanette A. Johnson
Jeanette A. Johnson
[Witness print or type name]

BY: [Signature]
JOHN P. "JACK" SEILER, Mayor

Donna Varisco
Donna Varisco
[Witness print or type name]

BY: [Signature]
LEE R. FELDMAN, City Manager

(Corporate Seal)

ATTEST:
[Signature]
City Clerk

APPROVED AS TO FORM
[Signature]
Ass. City Attorney

STATE OF FLORIDA
COUNTY OF BROWARD

The foregoing instrument was acknowledged before me this ____ day of _____, 2014 by JOHN P. "JACK" SEILER, as Mayor of the City of Fort Lauderdale, a Florida municipal corporation, on behalf of the municipal corporation, who is personally known to me.

My Commission Expires: ~~1/31/15~~ ^{JJ}
1/31/15

Jeanette A. Johnson
(Signature of Notary taking acknowledgement)
NOTARY PUBLIC, STATE OF FLORIDA

Commission Number:



Jeanette A. Johnson
(Name of Acknowledger typed, printed or stamped)

STATE OF FLORIDA
COUNTY OF BROWARD

The foregoing instrument was acknowledged before me this 27th day of October, 2014 by LEE R. FELDMAN, as City Manager of the City of Fort Lauderdale, a Florida municipal corporation, on behalf of the municipal corporation, who is personally known to me.

My Commission Expires: January 30, 2017



Donna M. Samuda
(Signature of Notary taking acknowledgement)
NOTARY PUBLIC, STATE OF FLORIDA

Commission Number: EE 842025

DONNA M. SAMUDA
(Name of Acknowledger typed, printed or stamped)

As to Supervisor
SUPERVISOR OF ELECTIONS OF
BROWARD COUNTY, FLORIDA

WITNESSES:

Andrea C. Perri

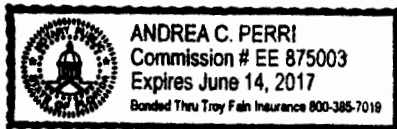
BY: Brenda C. Snipes
Supervisor of Elections

ANDREA C. PERRI
Print Name

Print Name

STATE OF FLORIDA)
)
COUNTY OF BROWARD)

THE FOREGOING INSTRUMENT was acknowledged before me this 1st day
of DECEMBER, 2014, by DR. BRENDA C. SNIPES, who is personally known
to me.



Andrea C. Perri
NOTARY PUBLIC

ANDREA C. PERRI
Print or Type Name

My Commission Expires: