

## **TOWN OF DUNDEE MUNICIPAL ELECTION ADMINISTRATION AGREEMENT**

This agreement made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2025, by and between MELONY BELL, SUPERVISOR OF ELECTIONS OF POLK COUNTY, FLORIDA, a constitutional officer of the State of Florida, (hereafter "Elections Supervisor"), and the TOWN OF DUNDEE, FLORIDA, a Florida municipal corporation, (hereafter "Town").

### **ARTICLE I PURPOSE**

The purpose of this Agreement is to provide for the administration of the Town's Election to be held on the 1st day of April, 2025, for the purpose of electing two (2) Town Commission Members, as directed by the Town Commission. The parties have determined it to be in their best interest and that of the public that the duties and responsibilities of each party concerning this election are agreed upon and set forth in a formal agreement.

### **ARTICLE II DATE OF ELECTION**

The Election shall be held and conducted on Tuesday, April 1, 2025.

### **ARTICLE III ELECTIONS SUPERVISOR'S RESPONSIBILITIES**

1. The Town Clerk is responsible for the conduct of this election and shall act as the sole qualifying official. Upon completion of qualifying of the candidates, the Town Clerk will, no later than 3:00 PM on Friday, February 14, 2025, provide to the Elections Supervisor the list of qualified candidates for the City offices to be voted upon in the election, as well as official title and language for referendums (if applicable) and the official election title. Title and full text of referendums must also be supplied in Spanish.
2. The Elections Supervisor shall provide the Town Clerk with a list of election workers who may be available for hire.
3. The Elections Supervisor shall schedule the training and arrange the placement of election workers and alternates for each polling location.
4. The Elections Supervisor shall train election workers in accordance with Section 102.014, Florida Statutes.
5. The Elections Supervisor shall prepare electronic poll lists, automatic tabulating equipment and other polling place supplies and issue them to the precinct clerk.
6. The Elections Supervisor shall prepare audio ballots to accommodate voters with disabilities.
7. The Elections Supervisor shall prepare and cause to be timely published the notice required by Section 101.5612(1), Florida Statutes, of the time and place of the test of the automatic tabulating equipment used by the Elections Supervisor to ascertain that the equipment will correctly count the votes cast in the Election.
8. The Elections Supervisor shall conduct the testing of the automatic tabulating equipment as required by Section 101.5612(1), Florida Statutes, at the Election Operations Center in Winter Haven, in the presence of the Town Canvassing Board, candidate(s) and other parties.

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9. The Elections Supervisor shall mail and receive mail ballots for the Town's election.
10. The Elections Supervisor shall notify voters with information regarding the opportunity to "cure" their vote-by-mail envelopes or provisional ballots, as determined by the Town.
11. The Elections Supervisor shall tally mail ballots as directed by the Canvassing Board and supply the Canvassing Board with results, as well as any ballots rejected by the tabulation unit.
12. The Elections Supervisor shall provide walk-in voting weekdays, excluding holidays, from 8:30AM - 4:30PM Monday, March 17, 2025 through Monday, March 31, 2025 at the following locations; Election Headquarters, 250 S. Broadway Avenue in Bartow and Election Operations Center, 70 Florida Citrus Boulevard in Winter Haven.
13. The Elections Supervisor shall provide staff support (on site or by phone) to assist election workers at the polling locations on Election Day.
14. The Elections Supervisor shall provide staff assistance to support the Town Canvass Board meeting on Tuesday, April 1, 2025, at the Election Operations Center in Winter Haven.
15. The Elections Supervisor shall provide a cellular phone to the precinct clerk.
16. The Elections Supervisor shall not charge the Town for any services, staff time, equipment rental or supply usage.

### **ARTICLE IV TOWN RESPONSIBILITIES**

1. The Town Clerk is responsible for the conduct of this election and shall act as the sole qualifying official. Upon completion of qualifying of the candidates, the Town Clerk will, no later than 9:00 AM on Monday, February 10, 2025, provide to the Elections Supervisor the list of qualified candidates for the Town offices to be voted upon in the election, as well as official title and language for referendums (if applicable) and the official election title. Title and full text of referendums must also be supplied in Spanish.
2. Within 24 hours of receipt, the Town shall review, sign and return the ballot proof sheet, signifying correctness, before printing will commence.
3. The Town shall determine how many ballots will be ordered and will provide payment for printing costs directly to the ballot printer.
4. The Town shall publish a Sample Ballot in a newspaper of general circulation and mail a Sample Ballot to all registered voters or households containing a registered voter.
5. The Town shall mail a notice of change of polling place to each registered voter or household containing a registered voter as required by Section 101.71, Florida Statutes.
6. The Town shall reimburse the Elections Supervisor for the cost of postage, envelopes, secrecy sleeves and inserts for the Town election vote-by-mail ballots at a rate of \$2.15 or each ballot mailed and \$0.72 for each ballot returned.

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1. The Town Clerk or Canvassing Board shall be responsible for reviewing all returned mail ballot envelopes and verifying voter's signatures. The Town Clerk or Canvassing Board shall determine which mail ballot envelopes have not been signed, and which have signatures that may not match, requiring a cure opportunity letter to be sent to said voters.
2. The Town shall cause to be timely published all public notices required by Florida Statutes, with the exception of the Notice of Testing of Automatic Tabulating Equipment.
3. The Town shall arrange for the use of polling location(s) on Election Day and is responsible for site agreements, if necessary.
4. The Town shall inform the Elections Supervisor of polling locations no later than Tuesday, January 28, 2025.
5. The Town shall deliver to the Elections Supervisor, no later than 5:00 PM on Friday, February 7, 2025, a final list of addresses that are included inside the town limits, which have been certified as correct by the Town Clerk or governing board of the Town.
6. The Town shall have all election workers and alternates hired for the Town's election, no later than Wednesday, March 12, 2025 in accordance with Section 102.012, Florida Statutes
7. The Town shall be responsible for collecting employee paperwork and creating copies of all necessary documentation with regard to election workers' employment.
8. The Town shall compensate election workers for training and working on Election Day, based on a rate agreed between the Town and the election workers.
9. The Town shall pick up voting booths and other large supply items from the Election Operations Center, 70 Florida Citrus Blvd., Winter Haven on Monday, March 31, 2025, and return them on Wednesday, April 2, 2025. The Town shall assume financial responsibility for the repair or replacement of any voting booths, voting equipment or other electronics lost or damaged either in transit or while in the Town's custody.
10. The Town Charter shall designate the Canvassing Board for the Town's election, which shall convene in a publicly noticed meeting open to the public in accordance with Section 286.011, Florida Statutes and Section 102.141 (2), Florida Statutes.
11. The Town Canvassing Board shall meet on Tuesday, April 1, 2025, at the Election Operations Center, 70 Florida Citrus Blvd., Winter Haven, to canvass mail ballot envelopes and precinct returns. The Canvassing Board will remain until unofficial results are documented.
12. The Town Canvassing Board shall meet on Friday, April 4, 2025 at Dundee Town Hall to canvass the results of the Election, executing or causing the execution of the Certification of the Election.
13. Following Certification of the Election, the Town will conduct a manual audit of the voting system as specified in Section 101.591, Florida Statutes.

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**ARTICLE V**

1. In accordance with Florida Statutes, in its capacity as the Canvassing Board for the Town election, the governing body of the Town shall receive and dispose of any protest, challenge or contest and shall be responsible for any responses to any legal actions brought before a court or administrative agency of any level of government challenging the results of the election and defend the results of the election.
2. The Town shall hold harmless and defend the Elections Supervisor against all claims upon the Town's or its employees' negligent, unconstitutional, or criminal conduct or conduct of the Town's or its employees that violate elections laws that may be brought or filed against the Elections Supervisor's participation or assistance with the Town's election.
3. Any duty or responsibility of the Elections Supervisor as provided for in this Agreement, or as may be required by the Florida Election Code may, to the extent not prohibited by this Agreement or Florida Law, be carried out by any duly authorized employee, agent, or designee of the Elections Supervisor.

WHEREFORE, the parties hereto have agreed and set their hands as of the date set forth above.

APPROVED:

APPROVED:

\_\_\_\_\_  
SIGNATURE

\_\_\_\_\_  
MELONY BELL

\_\_\_\_\_  
TITLE

\_\_\_\_\_  
SUPERVISOR OF ELECTIONS  
POLK COUNTY, FLORIDA

DATED: \_\_\_\_\_

DATED: \_\_\_\_\_

WITNESSED:

WITNESSED:

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