



**CONTRACT FOR ELECTION DAY**

This Contract is made as of the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between the Palm Beach County Supervisor of Elections, a Political Subdivision of the State of Florida, by and through the Palm Beach County Board of County Commissioners, hereinafter referred to as SUPERVISOR, and **HIGHLAND BEACH LIBRARY c/o the Town of Highland Beach**, 3618 S OCEAN BLVD HIGHLAND BEACH, FL 33487, ("FACILITY/MUNICIPALITY") to do business in the State of Florida.

**Precinct(s): 2801**

**\*Precinct number (s) subject to change**

In consideration of the mutual promises contained herein, SUPERVISOR and FACILITY/MUNICIPALITY agree as follows:

**ARTICLE 1 - SERVICES**

FACILITY/MUNICIPALITY’S responsibility under this Contract is to provide Election Day polling location services for the following Presidential Preference Primary Election, Primary Election and General Election Days scheduled for the countywide 2024 Election Cycle, as well as make a good faith effort to accommodate any additional Special Election Days that may be required due to unforeseen circumstances.

- A. Presidential Preference Primary (PPP) Election Day Tuesday, March 19<sup>th</sup>, 2024 from 7:00 A.M. to 7:00 P.M.**
- B. Primary Election Day Tuesday, August 20<sup>th</sup>, 2024, from 7:00 A.M. to 7:00 P.M.**
- C. General Election Day Tuesday, November 5<sup>th</sup>, 2024, from 7:00 A.M. to 7:00 P.M.**

SUPERVISOR'S representatives/liasons during the performance of this contract shall be:

**Ghitza Serrano-Velez**, (561)656-6211/ (772)631-5969 or [Ghitza@votepalmbeach.gov](mailto:Ghitza@votepalmbeach.gov)

**Rachel West**, (561)656-6237/ (772)631-6309 or [Rachel@votepalmbeach.gov](mailto:Rachel@votepalmbeach.gov).

**FACILITY/MUNICIPALITY’S** representative/liason during the performance of this contract shall be:

Name/Title: \_\_\_\_\_

Phone Number: \_\_\_\_\_

Mailing Address (if different): \_\_\_\_\_



# Wendy Sartory Link

Palm Beach County Supervisor of Elections

     @VotePalmBeach

[VotePalmBeach.gov](http://VotePalmBeach.gov)

 240 South Military Trail, West Palm Beach, FL 33415  561.656.6200  561.656.6287

## Contact person at Polling Place on Election Day:

Name/Title: \_\_\_\_\_

Email Address: \_\_\_\_\_

Work Phone Number: \_\_\_\_\_

Cell Phone Number (for emergency purposes): \_\_\_\_\_

## Alternate contact:

Name/Title: \_\_\_\_\_

Email Address: \_\_\_\_\_

Work Phone Number: \_\_\_\_\_

Cell Phone Number (for emergency purposes): \_\_\_\_\_

## Emergency contact:

Name/ Title: \_\_\_\_\_

Email Address: \_\_\_\_\_

Work Phone Number: \_\_\_\_\_

Home Phone Number (for emergency purposes): \_\_\_\_\_



**ARTICLE 2 – SCHEDULE**

FACILITY/MUNICIPALITY shall agree to allow voters, poll workers, poll watchers, other designated campaign representatives, and representatives of the SUPERVISOR to enter and exit premises **without delay or screening of any kind** during Election Day, until completion of voting. This shall include but is not limited to:

- A. None of the above shall be required to present identification upon entry, including at any gate.
- B. None of the above shall be required to undergo health screening upon entry.

FACILITY/MUNICIPALITY shall agree to accept delivery of equipment and supplies at a time and date to be determined by FACILITY/MUNICIPALITY and SUPERVISOR prior to Election Day. FACILITY/MUNICIPALITY and SUPERVISOR will also determine a date and time for SUPERVISOR to remove equipment and supplies.

Please provide the days and hours of operation at the location when access to the premises will be available for delivery and pickup of voting equipment. An election official will contact you to make arrangements:

Location hours of operation in **March**: \_\_\_\_\_

Location hours of operation in **August**: \_\_\_\_\_

Location hours of operation in **November**: \_\_\_\_\_

FACILITY/MUNICIPALITY shall agree to provide a secure location to store Elections Equipment upon delivery to Polling Location and until removal.

Please indicate where election equipment will be stored and how it will be secured:

\_\_\_\_\_  
\_\_\_\_\_

**Current assessed polling room: MULTIPURPOSE ROOM**

FACILITY/MUNICIPALITY shall agree to use the currently assessed polling room for all scheduled elections. If the polling room will **NOT** be available for an election, notice must be given to the SUPERVISOR for approval. Any new polling rooms not currently assessed will require an in-person site visit to confirm ADA accessibility.



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FACILITY/MUNICIPALITY shall agree to allow SUPERVISOR or SUPERVISOR’s designee(s) to inspect and set up the designated Polling Room on the **Monday prior to Election Day** (Monday March 18<sup>th</sup>, 2024, for the PPP, Monday August 19<sup>th</sup>, 2024 for the Primary, and Monday November 4<sup>th</sup>, 2024 for the General Election).

FACILITY/MUNICIPALITY shall agree (initial one):

\_\_\_\_\_ To open the Polling Location and Polling Room/bathrooms no later than **5:30 A.M** on Election Day.

\_\_\_\_\_ To provide SUPERVISOR or its assignee (Clerk) with a key to the Polling Room.

Please indicate contact information and instructions for delivery of key:

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FACILITY/MUNICIPALITY shall agree to provide:

- Chairs for election workers (number of chairs provided \_\_\_\_\_).
- Tables for election workers (number of tables provided \_\_\_\_\_).
- Use of restroom facilities.
- Air conditioning.

### **ARTICLE 3 – REMEDIES**

This contract shall be governed by the laws of the State of Florida. Any legal action necessary to enforce the Contract will be held in a court of competent jurisdiction located in Palm Beach County, Florida. No remedy herein conferred upon any party is intended to be exclusive of any other remedy, and each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity, by statute or otherwise. No single or partial exercise by any party of any right, power, or remedy hereunder shall preclude any other or further exercise thereof.

### **ARTICLE 4 - EXCUSABLE DELAYS**

FACILITY/MUNICIPALITY shall not be considered in default by reason of any failure in performance if such failure arises out of causes reasonably beyond the control of FACILITY/MUNICIPALITY or its subcontractors and without their fault or negligence. Such causes include, but are not limited to, acts of God, force majeure, natural or public health emergencies which have been classified by



Emergency Order by the Governor of Florida or the President of the United States as a State of Emergency, allowing for the specific breach of this contract (i.e. an order specifically disallowing use of this or this kind of facility by the public), and abnormally severe and unusual weather conditions which render the Early Voting/Election Day site unusable.

Upon FACILITY/MUNICIPALITY'S request, SUPERVISOR shall consider the facts and extent of any failure to perform the work and, if FACILITY/MUNICIPALITY'S failure to perform was without its fault or negligence, the Contract Schedule or any other affected provision of this Contract shall be revised accordingly, subject to SUPERVISOR'S rights to change or terminate this Contract at any time.

**ARTICLE 5 - ENTIRETY OF CONTRACTUAL AGREEMENT**

SUPERVISOR and FACILITY/MUNICIPALITY agree that this contract sets forth the entire agreement between the parties, and that there are no promises or understandings other than those stated herein. None of the provisions, terms and conditions contained in this contract may be added to, modified, superseded or otherwise altered, except by written instrument executed by the parties.

**ARTICLE 6 - PUBLIC RECORDS**

Notwithstanding anything contained herein, as provided under Section 119.0701, F.S., if the FACILITY: (i) provides a service; and (ii) acts on behalf of the SUPERVISOR as provided under Section 119.011(2) F.S., the FACILITY/MUNICIPALITY shall comply with the requirements of Section 119.0701, Florida Statutes, as it may be amended from time to time. All agreements between FACILITY/MUNICIPALITY and SUPERVISOR are subject to the requirements provided under Section 119.0701, F.S.

**ARTICLE 7 - STATEMENT OF INDEMNITY**

SUPERVISOR shall be responsible for damages, as found legally liable for and to the extent permitted by law, arising out of injury or damage to persons or property caused by or resulting from the negligence of the SUPERVISOR or any of its officers or employees. Nothing in this provision shall constitute as a waiver of sovereign immunity.

IN WITNESS WHEREOF, we, the undersigned, do hereby state that we have the authority to bind and obligate as promised herein, SUPERVISOR and FACILITY/MUNICIPALITY for purposes of executing this Contract on the dates set forth below.

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**Wendy Sartory Link, Palm Beach County Supervisor of Elections (Signature)**

**Date**

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**FACILITY/MUNICIPALITY Representative (Signature)**

**Date**