



CONTRACT FOR ELECTION DAY POLLING LOCATION

This Contract is made as of the _____ day of _____, 20____, by and between Palm Beach County Supervisor of Elections, a Political Subdivision of the State of Florida, by and through the Palm Beach County Board of Commissioners, hereinafter referred to as SUPERVISOR, and **(NAME) PAHOKEE RECREATION CENTER (ADDRESS) 360 E MAIN ST PAHOKEE FL, 33476** authorized to do business in the State of Florida, hereinafter referred to as FACILITY.

PRECINCT NUMBER(S) TBD AFTER REDISTRICTING*: _____

*Redistricting happens every 10 years following the Census. There is a possibility that the precinct boundaries in your area could change prior to the scheduled elections in 2022.

PRECINCT NUMBER(S) PRIOR TO REDISTRICTING: 6004 , 6006

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

ARTICLE 1 - SERVICES

FACILITY'S responsibility under this Contract is to provide Election Day polling location services for the following Primary and General Election Days scheduled for the countywide 2022 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. Primary Election Day - Tuesday, August 23, 2022

B. General Election Day - Tuesday, November 8, 2022

SUPERVISOR'S representatives/liaisons during the performance of this Contract shall be Ghitza Serrano-Velez, (561)656-6211, ghitza@votepalmbeach.gov and Erica Aquino (561)656-6219 or erica@votepalmbeach.gov.

FACILITY'S representative/liaison during the performance of this Contract shall be (Name, Title)

_____, telephone no. _____,

mailing address (if different) _____.

Name and telephone number of emergency contact person before and after regular business hours, **MUST be available to answer in the event of any emergency:**

Name

Work Telephone

Home/Cellphone

Email



Wendy Sartory Link

Palm Beach County Supervisor of Elections



@VotePalmBeach

VotePalmBeach.gov



240 South Military Trail, West Palm Beach, FL 33415



561.656.6200



561.656.6287

Name and telephone number of contact person at Polling Place on Election Day:

Name

Work Telephone

Home/Cellphone

Email

Two alternate contacts:

Name

Work Telephone

Home/Cellphone

Email

Name

Work Telephone

Home/Cellphone

Email

ARTICLE 2 - SCHEDULE

FACILITY 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** on 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 shall agree to accept delivery of equipment and supplies at a time and date to be determined by FACILITY and SUPERVISOR prior to Election Day. FACILITY 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:

FACILITY 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:



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FACILITY 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, August 22, 2022 for the Primary Election and Monday, November 7, 2022 for the General Election).

FACILITY shall agree (initial one):

- To open the Polling Location and Polling Room no later than **5:30 A.M.** on Election Day, OR;
- To provide SUPERVISOR or its assignee (Clerk) with a key to the Polling Place.

Please indicate contact information and instructions for delivery of key, if applicable:

FACILITY shall agree to provide from **5:30 A.M.** until completion of voting and clean-up on Election Day (initial all applicable):

- Chairs for election workers (number of chairs provided _____).
- Tables for election workers (number of tables provided _____).
- Access to power outlets (number of power outlets available_____).
- Use of restroom facilities.
- Air conditioning.

ARTICLE 4 - 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.



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ARTICLE 5 - EXCUSABLE DELAYS

FACILITY 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 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 the Governor of Florida or the President of the United States as a State of Emergency and subsequently issue in an Emergency Order 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'S request, SUPERVISOR shall consider the facts and extent of any failure to perform the work and, if FACILITY'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 6 - ENTIRETY OF CONTRACTUAL AGREEMENT

SUPERVISOR and FACILITY 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 7 - 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 shall comply with the requirements of Section 119.0701, Florida Statutes, as it may be amended from time to time. All agreements between FACILITY and SUPERVISOR are subject to the requirements provided under Section 119.0701, F.S.

ARTICLE 8 - 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 for purposes of executing this agreement on the dates set forth below.

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

Date

FACILITY Representative (Signature)

Date