

CONTRACT FOR ELECTION DAY POLLING LOCATION (The Lodge at Westlake Adventure Park)

This Contract is made as of the 9 day of 26, 2025, by and between City of Westlake, a Political Subdivision of the State of Florida, hereinafter referred to as (City/Town/Village); and by and through (its City/Town/Village Clerk/Supervisor of Elections), hereinafter referred to as (SUPERVISOR) and Westlake Residences Master Homeowners association, inc, a Florida not-for-profit corporation (the "Association").

PRECINCT NUMBER(S): 7501

POLLING ROOM: The Lode at Westlake Adventure Park ("Facility")

In consideration of the mutual promises contained herein, the CITY/TOWN/VILLAGE and Association agree as follows:

ARTICLE 1 - SERVICES

The ASSOCIATION'S responsibility under this Contract is to provide Election Day polling location services for the following General Municipal Election and Run-off Election Days scheduled for the CITY/TOWN/VILLAGE (2026) 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. General/Municipal Election Day – Tuesday, March 10, 2026

B. Run-off Election Day – Tuesday, March 24, 2026

(CITY/TOWN/VILLAGE'S) representatives/liaisons during the performance of this Contract shall be Odet Izquierdo, 561-530-5880, info@westlakegov.com

The ASSOCIATION'S representative/liaison during the performance of this Contract shall be:

Name/Title Robynn Johnson/ Lifestyle Director telephone no. 561-644-9954

mailing address 16290 Town Center Pkwy N., Westlake FL 33470

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:**

<u>George Klein/ Clubhouse Manager</u>	<u>561-437-3409</u>	<u>561-729-9545</u>	<u>gklein@vestapropertyservices.com</u>
Name	Work Telephone	Home/Cell Phone	Email

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

<u>Perry Baldwin/ General Manager</u>	<u>561-437-3405</u>	<u>561-298-2730</u>	<u>plbaldwin@vestapropertyservices.com</u>
Name	Work Telephone	Home/Cell Phone	Email

Two alternate contacts:

Name	Work Telephone	Home/Cell Phone	Email

ARTICLE 2 - SCHEDULE

The ASSOCIATION agrees to allow voters, poll workers, poll watchers, other designated campaign representatives, and representatives of the (CITY/TOWN/VILLAGE) 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-listed individuals shall be required to present identification upon entry, including at any gate during the hours when the polls are open for voting.
- B. None of the above-listed individuals shall be required to undergo health screening upon entry to the FACILITY.

The ASSOCIATION agrees to accept delivery of equipment and supplies at a time and date to be determined by The ASSOCIATION and (CITY/TOWN/VILLAGE) prior to Election Day. The ASSOCIATION and (CITY/TOWN/VILLAGE) will also determine a date and time for (CITY/TOWN/VILLAGE) to remove equipment and supplies.

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

Set up can occur the Monday prior to Election Day between 9 AM - 4PM

The ASSOCIATION shall agree to provide a secure location to store Elections Equipment upon delivery to the FACILITY and until removal.

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

The Adventure PArk at Weslake inside the Lodge 5490 Kingfisher BLVD, Westlake FL 33470 Bldg # 2000

The ASSOCIATION shall agree to allow (CITY/TOWN/VILLAGE) or (CITY/TOWN/VILLAGE)'s designee(s) to inspect and set up the designated Polling Room **on the Monday prior to Election Day** (Monday, March 9, 2026, for the General Election and if necessary, Monday, March 23, 2026, for the Run-off Election).

The ASSOCIATION agrees:

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

The ASSOCIATION agrees to provide from **5:30 A.M.** until completion of voting and clean-up on Election Day:

- Chairs for election workers
- Tables for election workers
- Access to power outlets
- 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

The ASSOCIATION 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 the ASSOCIATION or its employees. 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 facility unusable.

ARTICLE 5 - ENTIRETY OF CONTRACTUAL AGREEMENT

(CITY/TOWN/VILLAGE) and The ASSOCIATION 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

This Contract is subject to the requirements provided under Section 119.0701, F.S.

ARTICLE 7 - STATEMENT OF INDEMNITY

(CITY/TOWN/VILLAGE) shall be responsible for damages, 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 (CITY/TOWN/VILLAGE) or any of its officers or employees. Nothing in this provision shall constitute a waiver of sovereign immunity.

ARTICLE 8- FEE

(CITY/TOWN/VILLAGE) agrees to pay the ASSOCIATION \$2000 fee for the use of the above described location when used for an election.

IN WITNESS WHEREOF, we, the undersigned, do hereby state that we have the authority to bind and obligate as promised herein, (CITY/TOWN/VILLAGE) and the ASSOCIATION for purposes of executing this agreement on the dates set forth below.

JohnPaul O'Connor, Mayor, City of Westlake	Date
--	------

<i>Leolani Gevers</i>	9/26/2025
Association Representative (Signature)	Date