

EARLY VOTING SITE AGREEMENT

THIS AGREEMENT is entered into on the 17th day of April, 2025, between The City of Clearwater's Countryside Recreation Center (hereinafter "Owner"), whose mailing address is 2640 Sabal Springs Dr., Clearwater, FL 33761, and Julie Marcus, Pinellas County Supervisor of Elections (hereinafter "SOE"), whose mailing address is 13001 Starkey Road, Largo, FL 33773, regarding use of space and facilities of the premises located at 2640 Sabal Springs Dr., Clearwater, FL 33761 (hereinafter "Premises") as an early voting site.

RECITALS

WHEREAS, the SOE desires to use a portion of the Premises as an early voting site for certain elections being conducted in Pinellas County; and

WHEREAS, Owner desires to allow a specified portion of the Premises to be used by the SOE as an early voting site for certain elections being conducted in Pinellas County,

NOW, THEREFORE, in consideration of the mutual covenants and promises herein contained, the parties hereto agree as follows:

AGREEMENT

1. **Agreement.** Owner shall provide the Meeting/Craft Room located at the Premises as an early voting site for the November 3, 2026 General Election.
2. **Access to Premises/Early Voting Site.** Beginning on Monday, October 5, 2026 at 8 a.m. and ending on Friday, November 6, 2026 at Midnight, SOE shall have full access to the Meeting/Craft Room. Owner will provide SOE key access to the facility. No other activities will take place in this room during this time period.
 - a. **Early Voting Dates and Times.**
Dates: Monday, October 19, 2026 through Sunday, November 1, 2026
Times: 7:00 a.m. – 7:00 p.m. daily
 - b. **Prior to early voting.**
SOE representatives will notify Owner of intended date to deliver election equipment to Premises. Tentative delivery date is October 5, 2026.

c. Early Voting Days.

Owner acknowledges that early voting will occur on the Premises on the early voting dates set forth in Section 2.a. herein. If for any reason SOE is unable to gain access to the Premises to open for early voting during these times, SOE shall contact the individual(s) set forth in Section 8, who shall provide access as soon as reasonably practicable.

Owner acknowledges that early voting sites must allow for solicitation and/or political activity outside of the 150 foot "no contact zone." No such activity may occur within 150 feet of any early voting entrance.

d. Post Early Voting.

Owner or designee shall provide SOE representatives access to the Premises for pick up of the election equipment.

3. Early Voting Site Amenities.

The following amenities will be made available by the Owner to the poll workers during early voting.

- a. Heat/air conditioning
- b. Electricity
- c. Tables and chairs (as needed)
- d. Kitchen facilities/break room
- e. Restrooms
- f. Parking – specifically, the front parking lot and all walkways leading to and from the front and side doors of the Premises

4. Owner's Responsibilities.

- a. The parking lot or parking area at the Premises shall be clear of all obstructions that would impede voter access.
- b. Disability permit parking spaces shall be available to voters. Supervisor may provide temporary solutions if unavailable.
- c. All indoor, outdoor and parking area lights shall be operational and in good working order during hours of early voting.
- d. All electrical outlets in polling room shall be in good working order.
- e. The polling room shall be used exclusively for election business during early voting hours.

- f. The Owner shall provide a secure storage area for election equipment from date of delivery to date of pick-up. The storage area shall remain locked with access available only to designated personnel.
- g. Owner shall allow all necessary signage to be placed by SOE both inside and outside the facility.

5. **Indemnification; Insurance.**

Subject to the limitations set forth in Section 768.28, Florida Statutes, the parties shall each be responsible for their own acts and omissions in the performance of their duties hereunder, and the acts and omissions of their own employees and agents and shall indemnify and hold harmless the other party from and against any and all claims incurred by the other party arising from such acts and omissions. In addition, each party shall maintain, throughout the term of the Agreement, comprehensive general liability and property liability insurance. As a constitutional office of Pinellas County, the SOE is self-insured.

6. **Force Majeure.**

Owner shall not be liable for any adjustments or suspension of performance, failure of performance or any damages resulting from any of the following: strikes or labor disputes, war stoppages, fire, explosions, water, the elements, acts of God, acts of civil or military authorities or public enemy, or other similar causes beyond Owner's control.

7. **Applicable Charges**

The Supervisor of Elections agrees to pay the Owner \$400.00 for the use of this location for the early voting period. Payment will be made at least 10 working days before the use of the facility.

8. **Contact Persons.**

Owner. The following person(s) are designated as the Owner's contacts to assure access to the Premises on the applicable equipment delivery dates, early voting days and equipment pick-up dates.

Macie Tripple, Countryside Rec. Ctr. Mgr	Email: macie.tripple@myclearwater.com
Work Phone: 727-444-8400/727-669-1914	Cell Phone:

Shaun Beasley, Recreation Division Mgr	Email: shaun.beasley@myclearwater.com
Work Phone: 727-444-8434	Cell Phone: 727-439-4708

Lizzy Stagliano, Rec. Coordinator II	Email: elizabeth.stagliano@myclearwater.com
Work Phone: 727-444-8472/727-669-1914	Cell Phone:

Supervisor of Elections. The following person(s) are designated SOE contacts.

Mary Scott, Administrative Support Specialist	Email: mscott@votepinellas.gov
Work Phone: 727-464-5762	Cell Phone: 727-946-5053 Fax: 727-453-3394

Byron Green, Elections Administrator
Work Phone: 727-464-6127

Email: bgreen@votepinellas.gov
Cell Phone: 727-506-3424 Fax: 727-453-3394

9. **Miscellaneous.**

- a. The rights and obligations of the parties set forth herein may be altered only by a written amendment or modification executed by the parties hereto.
- b. This contract is deemed made and governed by the laws of the State of Florida.

IN WITNESS WHEREOF, the parties hereto have set their hands the day and year first written above.

PINELLAS COUNTY SUPERVISOR OF ELECTIONS

CITY OF CLEARWATER
COUNTRYSIDE RECREATION CENTER

By: 

Marc Gillette, Chief Deputy Supervisor of Elections

By: see attached signature page
Jennifer Poirrier, City Manager

Countersigned:

CITY OF CLEARWATER, FLORIDA

Bruce Rector
Mayor

By: _____
Jennifer Poirrier
City Manager

Approved as to form:

Attest:

Melissa Isabel
Senior Assistant City Attorney

Rosemarie Call
City Clerk