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**CITY OF MARATHON, FLORIDA
RESOLUTION 2010-59**

APPROVING AN AGREEMENT WITH THE MONROE COUNTY SUPERVISOR OF ELECTIONS TO CARRY OUT THE 2010 CITY ELECTIONS; AUTHORIZING THE CITY CLERK TO EXECUTE THE AGREEMENT ON BEHALF OF THE CITY; AUTHORIZING THE EXPENDITURE OF BUDGETED FUNDS AND PROVIDING AN EFFECTIVE DATE

WHEREAS, the Municipality Election Services Agreement (the "Agreement") is a requirement by the Monroe County Supervisor of Elections office in order for it to carry out the 2010 elections for City Council for the City of Marathon (the "City"); and .

WHEREAS, the Agreement outlines the duties of the Supervisor of Elections office and the City in connection with those elections; and

WHEREAS, the City Council desires to enter into such agreement for purposes of the orderly conduct of the elections;

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MARATHON, FLORIDA, THAT:

Section 1. The above recitals are true and correct and incorporated herein.

Section 2. The Agreement between the City and the Monroe County Supervisor of Elections to carry out the 2010 City Council election, a copy of which is attached hereto as Exhibit "A," together with such non-material changes as may be acceptable to the City Manager and approved as to form and legality by the City Attorney is hereby approved. The City Clerk is authorized to sign the Agreement on behalf of the City, and the City Manager is authorized to expend budgeted funds.

Section 3. This resolution shall take effect immediately upon its adoption.

PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF MARATHON, FLORIDA, THIS 13th DAY OF JULY, 2010.

THE CITY OF MARATHON, FLORIDA



Ginger Snead, Mayor

AYES: Cinque, Keating, Ramsay, Worthington, Snead
NOES: None
ABSENT: None
ABSTAIN: None

ATTEST:

Diane Clavier

Diane Clavier, City Clerk

(City Seal)

**APPROVED AS TO FORM AND LEGALITY FOR THE USE
AND RELIANCE OF THE CITY OF MARATHON, FLORIDA ONLY:**

City Attorney

[Handwritten signature]

Municipality Election Services Agreement

All Municipalities:

All Elections in the Year of: 2011

This agreement shall apply to elections held for Municipal purposes only and shall not apply to elections held for County and Municipal purposes.

Book Closing Date / Logic and Accuracy Testing/ Election Information:

Municipal Clerks shall consult with the Monroe County Supervisor of Elections and come to an agreement on a date, time, and place for the Logic and Accuracy Testing.

Six months prior to Municipal elections, the Municipal Clerk will provide the election office with a letter confirming the election date(s), confirming which races will be open, number of candidates to be voted on for each race, number of petitions needed for each race, amount of qualifying fees for each race, restrictions, if any, for each race, information on the candidate qualifying period, reporting periods, confirming the date of the closing of the books, confirming the municipality policy on early voting, information on the pre-election Canvassing Board meeting, information and forms required from each worker to be paid, confirming the agreed information concerning the Logic and Accuracy Testing.

Canvassing Board:

When Municipal Elections are on a ballot with county candidate(s) or issue(s) the county Canvassing Board shall canvass the election.

When only Municipal information is on the ballot the Municipal Clerk will be responsible to verify who shall be on the Municipal Election's Canvassing Board. The Municipal Clerk shall be responsible to provide all information to the Canvassing Board members for fulfillment of their duties.

Liability:

Municipalities shall be solely responsible for any and all adequate insurance policy coverage for the election including, but not limited to, liability for polling places. Municipalities shall inform their insurance companies of election liabilities that may occur including premise liability. For the purposes of this section, a municipality may be self-insured. Self-insured retention shall be \$100,000 per occurrence with a \$1,000,000 excess protection and the Monroe County Supervisor of Elections shall be named as an insured.

Municipalities shall inform the Monroe County Supervisor of Elections of any documentation that needs to be completed for any property(s) or any person(s) which may be injured or damaged during the Municipal election.

The Monroe County Supervisor of Elections shall be indemnified and held harmless by the Municipality for any and all injuries. All Municipality Insurance coverage for any election that utilizes the services of the Monroe County Supervisor of Elections shall name the Monroe County Supervisor of Elections covered by said policy. Nothing herein shall constitute a waiver of the city's rights or the Supervisor of Elections' rights under section 768.28, Florida Statutes.

All legal fees and costs which arise out of a municipal election shall be borne by the Municipality and not by the Supervisor of Elections.

Polling Place / Election Equipment:

Municipalities shall use those polling places designated by the Monroe County Supervisor of Elections. Notification and lease arrangements for the polling locations shall be the sole responsibility of the Municipalities. If the Municipalities request in writing the Supervisor of Elections office will verify the polling locations that the Municipality intends to use, to the person or entity so designated.

The Monroe County Supervisor of Elections shall be responsible for the transportation of all election materials and supplies. The Municipalities shall be responsible for the cost associated with the use of polling places, all transportation of election materials, supplies cost and for any and all liability insurance coverage, shall cover the liability insurance coverage for the Supervisor of Elections and the employees of same, associated with accomplishing these responsibilities.

The Municipalities shall be responsible for making all arrangements for the rental truck that is needed for the delivery of the election equipment, including full liability insurance coverage (including coverage of the Supervisor of Elections and all employees, or agents), for the transportation of all election materials and supplies.

Poll Workers, Precinct Registers & Voting Booths:

Selection and notification of all poll workers shall be the sole responsibility of the Monroe County Supervisor of Elections. The Supervisor of Elections shall also appoint the poll deputy and make arrangements for the deputy to be sworn.

The number of workers, their pay schedule, precinct registers and voting booths shall be left to the discretion of the Supervisor of Elections.

Municipalities shall be responsible for the payment of the poll workers. The Municipalities shall provide, in writing, the required information and forms for each poll worker to be paid six months prior to municipal elections.

Printing:

The Monroe County Supervisor of Elections shall be responsible for the layout, preparation, and printing of the absentee ballots, precinct ballots, provisional ballots, and precinct registers. Those Municipalities that qualify their candidates shall give, in writing, all ballot information to the Supervisor of Elections as soon as qualifying ends. Municipal Clerks shall be available for and responsible for approval of the ballot layout.

The Municipalities shall be solely responsible for direct payment for the ballots.

Absentee Ballots:

The Monroe County Supervisor of Elections shall maintain ballot records. The Monroe County Supervisor of Elections shall mail the ballots. Voted ballots shall be returned directly to the Monroe County elections offices for signature verification. No absentee ballots will be issued to the Municipalities.

The Municipalities shall be solely responsible for all cost associated with the processing of absentee ballots.

Advertising:

The Municipalities shall be responsible for the placement of all legal notices and sample ballot household mailings required by the Florida Election Code. The Municipalities shall be solely responsible for direct payment of these notices and mailings.

* If the Municipalities request in writing the Supervisor of Elections office will place all legal notices on the behalf of the Municipality holding the elections.

Election Cost:

Each Municipality shall be solely responsible for payment of all cost directly and indirectly associated with its Municipal elections.

Post Election Audit

Municipal Clerks shall consult with the Monroe County Supervisor of Elections and come to an agreement on a date, time, and place for the Post Election Audit.

Selection and notification of all workers needed for the Post Election Audit shall be the sole responsibility of the Monroe County Supervisor of Elections. The number of workers and their pay schedule shall be left to the discretion of the Supervisor of Elections.

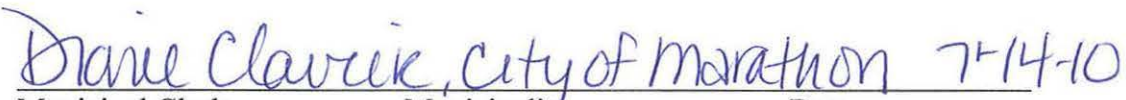
Municipalities shall be responsible for the payment of the workers. The Municipalities shall provide, in writing, the required information and forms for each poll worker to be paid six months prior to municipal elections.

The Municipalities shall be responsible for the placement of all Post Election Audit legal notices. The Municipal Clerk shall be responsible to provide all information to the Canvassing Board members for fulfillment of their Post Election Audit duties.

Acceptance of the above **Municipality Election Services Agreement**

 07/28/10

Harry L. Sawyer, Jr. Supervisor of Elections Date

 7-14-10

Municipal Clerk Municipality Date

Letters should accompany the return of this **Municipality Election Service Agreement.**

July 9, 2009