

CITY OF RIVIERA BEACH CITY COUNCIL

AGENDA ITEM SUMMARY

MEETING DATE: 12/07/11

AGENDA ITEM SUMMARY NO. M11-121-2

CONSENT AWARDS/PRESENTATIONS/PETITIONS RESOLUTION
 PUBLIC HEARING ORDINANCE ON FIRST READING DISCUSSION
 ORDINANCE ON SECOND READING

SUBJECT: A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RIVIERA BEACH, PALM BEACH COUNTY, FLORIDA, AUTHORIZING THE CITY CLERK TO NOTICE AND PREPARE FOR THE GENERAL MUNICIPAL ELECTION TO BE HELD MARCH 13, 2012 AND THE RUN-OFF ELECTIONS IF NECESSARY, TUESDAY, MARCH 22, 2012. ALL ELECTIONS SHALL BE HELD WITHIN THE MUNICIPAL BOUNDARIES OF THE CITY BETWEEN THE HOURS OF 7:00 AM UNTIL 7:00 PM TO FILL THE EXPIRED SEATS TO WIT: CITY COUNCIL DISTRICT TWO (2); CITY COUNCIL DISTRICT FOUR (4); PROVIDING FOR THE USE OF VOTING EQUIPMENT; PROVIDING BALLOTS, ABSENTEE BALLOTS, AND PROVISIONAL BALLOTS IN SUCH ELECTIONS; APPOINTING A CITY OF RIVIERA BEACH CANVASSING BOARD; AND PROVIDING AN EFFECTIVE DATE.

RECOMMENDATION/MOTION: APPROVE THE RESOLUTION AUTHORIZING THE CITY CLERK TO NOTICE AND PREPARE FOR THE GENERAL MUNICIPAL ELECTION TO BE HELD MARCH 13, 2012 AND THE RUN-OFF ELECTION, IF NECESSARY, MARCH 27, 2012.

INTER-DEPARTMENTAL REVIEW & DATE

CITY ATTORNEY <i>N/A</i> <i>PHR 11/29/11</i>	MARINA <i>N/A</i>
CITY CLERK <i>CA</i>	POLICE <i>N/A</i>
COMMUNITY DEVELOPMENT <i>N/A</i>	PUBLIC WORKS <i>N/A</i>
FINANCE <i>KA</i>	PURCHASING <i>N/A</i>
FIRE <i>N/A</i>	RECREATION & PARKS <i>N/A</i>
HUMAN RESOURCES <i>N/A</i>	WATER & SEWER <i>N/A</i>
LIBRARY <i>N/A</i>	OTHER <i>N/A</i>

APPROVED BY CITY MANAGER: *[Signature]* DATE: 11-30-11

ORIGINATING DEPT. <i>OK</i> OFFICE OF THE CITY CLERK	COSTS: \$39,000 CURRENT FY: \$ <u>39,000.00</u>	CITY COUNCIL ACTIONS: <input type="checkbox"/> APPROVED <input type="checkbox"/> APPROVED W/CONDITIONS <input type="checkbox"/> DENIED <input type="checkbox"/> TABLED TO <input type="checkbox"/> REFERRED TO STAFF ATTACHMENTS: 1. RESOLUTION
USER DEPT. OFFICE OF THE CITY CLERK	FUNDING SOURCE: <input type="checkbox"/> CAPITAL IMPROVEMENT <input checked="" type="checkbox"/> OPERATING <input type="checkbox"/> OTHER	
ADVERTISED: DATE: PAPER: <input checked="" type="checkbox"/> NOT REQUIRED AFFECTED PARTIES <input type="checkbox"/> NOTIFIED <input type="checkbox"/> NOT REQ'D	BUDGET ACCOUNT NUMBER: 001-0410* (ELECTION BUDGET)	

BACKGROUND/SUMMARY:

EXHIBIT A-1

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

Fiscal Years	2011	2012	2013
Capital Expenditures	<u>NA</u>	<u>NA</u>	<u> </u>
Operating Costs	<u>NA</u>	<u>39,000</u>	<u> </u>
External Revenues	<u>NA</u>	<u>NA</u>	<u> </u>
Program Income (City)	<u>NA</u>	<u>NA</u>	<u> </u>
In-Kind Match (City)	<u>NA</u>	<u>NA</u>	<u> </u>
NET FISCAL IMPACT	<u> </u>	<u>39,000</u>	<u> </u>
NO. ADDITIONAL FTE POSITIONS (Cumulative)	<u> </u>	<u> </u>	<u> </u>
Is Item Included In Current Budget?			Yes <u>XX</u> No. <u> </u>
Budget Account No.: Fund <u>001</u>	Dept/Division <u>0410</u>	Org. <u> </u>	Object <u> </u> Reporting
Category <u> </u>			

B. Recommended Sources of Funds/Summary of Fiscal Impact:

C. Departmental Fiscal Review: _____

III. REVIEW COMMENTS

A. Finance Department and/or Purchasing/Intergovernmental Relations/Grants Comments:



 Finance Department

 Purchasing and Grants

B. Other Department Review:

 Department Director

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RIVIERA BEACH, PALM BEACH COUNTY, FLORIDA, AUTHORIZING THE CITY CLERK TO NOTICE AND PREPARE FOR THE GENERAL MUNICIPAL ELECTIONS TO BE HELD TUESDAY, MARCH 13, 2012; AND RUN-OFF ELECTIONS IF NECESSARY, TUESDAY, MARCH 27, 2012. ELECTIONS SHALL BE HELD WITHIN THE MUNICIPAL BOUNDARIES OF THE CITY BETWEEN THE HOURS OF 7:00 AM UNTIL 7:00 PM TO FILL THE EXPIRED SEATS, TO WIT: CITY COUNCIL DISTRICT TWO (2); AND CITY COUNCIL DISTRICT FOUR (4); RESPECTIVELY; FURTHER AUTHORIZING THE CITY CLERK TO DESIGNATE VOTING LOCATIONS; TO APPOINT AND SCHEDULE TRAINING FOR THE CITY'S ELECTION STAFF; TO APPOINT THE CITY OF RIVIERA BEACH CANVASSING BOARD; AND IS HEREBY ASSIGNED ALL APPURTENANT DUTIES THERETO; FURTHER AUTHORIZING AND APPROVING THE AGREEMENT BETWEEN THE CITY AND THE SOE OFFICE TO PROVIDE FOR THE USE OF VOTING EQUIPMENT; PROVIDE FOR THE CITY'S OFFICIAL BALLOT, ABSENTEE BALLOT, AND PROVISIONAL BALLOT IN SUCH ELECTIONS, AND OTHER RELATED AGREED UPON SERVICES; DECLARING A DATE AND A TIME FOR THE CONVENING OF THE CITY'S CANVASSING BOARD AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Riviera Beach Charter and the Code of Ordinances provides for Elections to be held on the second Tuesday in March of each year for the electorates to fill the vacant seats at such time; and

WHEREAS, in the event that one candidate for any office shall receive majority of the votes of the registered and qualified electors of the city actually voting for said office at such election, such person shall be deemed elected to such office. In the event that as to any office no candidate receives such a majority, then the two who received the highest vote shall continue to be voted upon at an election to be held on the fourth Tuesday of March and the Candidate(s) obtaining a majority of the vote cast of the electors voting in the Election in each district shall be deemed elected to such office.

NOW, THEREFORE BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF RIVIERA BEACH, PALM BEACH COUNTY, FLORIDA, as follows:

SECTION 1. That the Municipal Election shall be held and is hereby ordered to be held in the City of Riviera Beach, Palm Beach County, Florida, between the hours of 7:00 AM until 7:00 PM on the 13th day of March, 2012 for the purpose of electing qualified candidates as provided by law to fill the City Council District Two (2), and City Council District Four (4).

SECTION 2. Candidates for City Council District Two (2), and City Council District Four (4), shall file and qualify by indicating the district in which such candidate(s) continuously resided for one year prior to the date of filing for office. Upon expiration of the qualifying period for the city council position, a candidate shall not switch from one district to another district.

SECTION 3. The City Clerk is hereby authorized to designate polling locations within the municipal boundaries in accordance with applicable laws and state guidelines.

SECTION 4. The City Clerk is hereby authorized to coordinate and appoint sufficient staff to facilitate the 16 precincts within the municipal boundaries; schedule training for the election staff and establish a pay scale applicable to the duties and responsibilities of the Election staff.

SECTION 5. The City Clerk is authorized to enter into agreements with various property owners/managers to establish polling locations for the Municipal Elections.

SECTION 6. The City Clerk is authorized to coordinate with Palm Beach County's Supervisor of Elections for use of the voting equipment and processing of absentee ballots for said Elections.

SECTION 7. The City Council hereby authorizes the Palm Beach County Supervisor of Elections to provide for voting equipment to accommodate a successful election; and in conjunction with the manufacturers of the new voting equipment to train the Poll workers appointed by the City Clerk to facilitate the designated precincts within the municipal boundaries. If Run-off Elections become necessary, the City Clerk of the City of Riviera Beach is hereby authorized to proceed as scheduled.

SECTION 8. Immediately after closing of the polls on the day of said Elections, the clerks of each precinct shall certify the returns thereof to the City Clerk at the Municipal Complex. The City Clerk of the City of Riviera Beach shall deliver to the Palm Beach County Supervisor of Elections returns for official results.

SECTION 9. In accordance with City Charter section 5- 11 of the City's Charter the city clerk, the deputy city clerk and one councilperson who is not up for reelection shall constitute the canvassing board. The councilperson requested to serve on the

RESOLUTION NO. _____

PAGE 3

canvassing board shall be designated by the City Clerk. Additionally, the City Clerk has appointed the SOE as an additionally member to the board for certain agreed upon services.

SECTION 10. The City Clerk is hereby authorized to call the City's Canvassing Board to convene to accept the certified results of the March 13, 2012, General Municipal Election. The City Clerk hereby announces the convening of the City of Riviera Beach Canvassing Board to meet, Wednesday, March 21, 2012 at 6:00 pm. at the Municipal Complex, providing a Run-off Election is not necessary to complete the process. If a Run-off Election is necessary, the Canvassing Board shall convene its meeting at 6:00 p.m. on Wednesday, April 4, 2012.

SECTION 11. The City of Riviera Beach opt outs of early voting for the 2012 General Municipal Election.

SECTION 12. This resolution shall take effect immediately upon its approval.

PASSED AND APPROVED this _____ day of _____, 2011.

RESOLUTION NO. _____

PAGE 4

APPROVED:

THOMAS A. MASTERS
MAYOR

JUDY L. DAVIS
CHAIRPERSON

(MUNICIPAL SEAL)

BILLIE E. BROOKS
CHAIR PRO-TEM

ATTEST:

CARRIE E. WARD
MASTER MUNICIPAL CLERK

CEDRIC THOMAS
COUNCILPERSON

CITY CLERK

DAWN S. PARDO
COUNCILPERSON

SHELBY L. LOWE
COUNCILPERSON

MOTIONED BY: _____

SECONDED BY: _____

J. DAVIS: _____

B. BROOKS: _____

C THOMAS: _____

D. PARDO: _____

S. LOWE: _____

REVIEWED AS TO LEGAL SUFFICIENCY

Pamala H. Ryan

PAMALA HANNA RYAN, CITY ATTORNEY

DATE: 11/29/11

**AGREEMENT FOR VOTE PROCESSING EQUIPMENT USE AND ELECTION SERVICES
BY AND BETWEEN
THE PALM BEACH COUNTY SUPERVISOR OF ELECTIONS AND THE "INSERT
MUNICIPALITY NAME"**

THIS AGREEMENT, is made and entered into this 7 day of December, 2012, effective January 1, 2012, by and between the Palm Beach County Supervisor of Elections, an elected county officer pursuant to Article VIII, Sec.1(d) of the *Florida Constitution*, hereinafter referred to as the "SOE", and the CITY OF RIVIERA BEACH, a municipal corporation, chartered and organized in accordance with the laws of the State of Florida, hereinafter referred to as the "Municipality".

WITNESSETH:

WHEREAS, Chapters 97 to 106, *Florida Statutes*, constitute the Florida Election Code (the "Code") which applies to municipalities where expressly so stated; and

WHEREAS, Sec 100.3605, *Florida Statutes*, states that "[T]he Florida Election Code, chapters 97-106 shall govern the conduct of a municipality's election in the absence of an applicable special act, charter, or ordinance provision"; and

WHEREAS, the Municipality and the SOE desire to work together to provide for municipal elections and to allocate certain responsibilities and expenses between the two parties to ensure that the provisions of the Code are followed during municipal elections; and

WHEREAS, the SOE and the Municipality wish to enter into this Agreement to set out the terms of this coordinated program.

NOW, THEREFORE, in consideration of the mutual covenants and promises hereinafter contained to be kept and performed by the parties hereto, and for the mutual benefit of the Municipality, its constituents and the SOE, it is agreed as follows:

1. **PURPOSE:**

The purpose of this Agreement is to set forth the terms and conditions under which services will be provided by the SOE and staff to the Municipality for municipal elections and to set forth the responsibilities of both parties so that there is a clear understanding of the rights and responsibilities of all parties. Such rights and responsibilities shall apply to the General, Run-Off, Special and Recount elections as necessary as well as the Post Election Audit, unless otherwise stated hereinbelow.

2. **DATE OF GENERAL MUNICIPAL ELECTION:**

The date of RIVIERA BEACH General Municipal election is TUESDAY, MARCH 13, 2012. It is hereby acknowledged and agreed that if the date listed is the same as most other municipalities in March or November, there will be a cost sharing among municipalities for costs incurred by the SOE. Such costs shall be allocated on a pro-rata share basis; otherwise,

it is hereby acknowledged and agreed upon by the municipality that it is responsible for all costs of the election, incurred by the office of the SOE.

3. FEES AND CHARGES TO BE PAID BY THE MUNICIPALITY:

The SOE hereby agrees not to charge Municipalities for taxpayer purchased equipment and supplies; (i.e. voting machines, tables, chairs, etc.) and associated maintenance and contract fees related to such equipment in return for which the Municipality hereby agrees not to charge the SOE for polling places within its dominion and control. Examples of municipal elections charges related to certain services performed by the SOE to be passed through to the Municipality on a shared pro rata basis for all municipalities holding elections on a general election day (i.e. 2nd Tuesday in March or November) are attached hereto as Exhibit A; Examples of total costs to small, medium and large municipalities are attached hereto as Exhibit B.

4. RESPONSIBILITIES OF BOTH THE MUNICIPALITY AND THE SOE FOR MUNICIPAL ELECTIONS:

A. Notice and Advertisement

(1) Municipality

- (a) Properly call and advertise the election according to statutes and charter at its own expense.
- (b) Issue a resolution or ordinance to the SOE requesting that the Supervisor of Elections conduct the municipality's election and ~~act as a~~ name the member(s) of the Municipality's Canvassing Board, which may or may not include the SOE.
- (c) Certify that the registered voter information provided by the SOE to the municipality reflects the proper boundaries of the city and notify the SOE of any changes.

(2) SOE

- (a) Publish legal notices for Logic & Accuracy testing, absentee ballot canvass, Post Election Audit and news releases on book closing.

B. Qualifying Candidates

(1) Municipality

- (a) Provide qualifying packets to candidates and accept and process all qualifying papers and fees.
- (b) Collect Name and Pronunciation Guides from the candidates at the time of qualifying and submit to SOE.
- (c) Respond to all candidate inquiries and questions.
- (d) Respond to all legal inquiries and questions.
- (e) Respond to all media inquiries.

(2) SOE

- (a) Verify signatures on any qualifying petitions submitted by candidates and notify the Municipality of such results upon the close of the candidate qualifying deadline.

C. Ballots

(1) Municipality

- (a) Review, amend (if necessary) and approve ballot proof prepared by SOE.
- (b) Place an order with the SOE for a sufficient quantity of ballots as applicable.
- (c) Pay ballot design costs to the SOE as incurred.
- (d) Pay the ballot printer directly for the cost of said ballots.
- (e) Reimburse the SOE for costs incurred for translation and audio recording of ballot.
- (f) Reimburse SOE for preparation of Absentee Ballot, Edge layout and Sample Ballot.

(2) SOE

- (a) Layout, check, proof and delivery ballot layout to the printer.
- (b) Receive, securely store and account for all ballots until disbursed to polling places.
- (c) Contract to have audio recorded for Touch Screen ballot.
- (d) Control all access to unvoted ballots while in the possession of the SOE.

D. Equipment Testing

(1) Municipality

- (a) Provide that a representative will be present during the Logic and Accuracy testing as noticed by SOE.

(2) SOE

- (a) Develop a unique test script and manually mark ballots to be used in public Logic & Accuracy test.
- (b) Conduct public Logic & Accuracy test.

E. Early Voting – Optional

(1) Municipality

- (a) Reimburse the SOE for staff overtime hours due to weekend and/or evening hours for Early Voting.
- (b) Pay SOE for Early Voting supplies.
- (c) Contract with, schedule and pay poll workers directly.
- (d) Deliver voted ballots to SOE daily at a location designated by SOE.
- (e) Designate Early Voting sites thirty (30) days prior to each Election and notify SOE in writing of locations.

(2) SOE

- (a) Prepare and provide all supplies needed for each Early Voting site.
- (b) Provide the Municipality with a list of poll workers.
- (c) Train poll workers.
- (d) Provide staffing to accept voted ballots daily at a location designated by SOE.

F. Absentee Voting

(1) Municipality

- (a) Reimburse SOE for all postage costs incurred at the current postal rate.
- (b) Pay SOE for materials and handling of each absentee ballot.
- (c) Pay SOE \$.10 per absentee ballot for verifying signatures on returned voted ballot certificates.
- (d) Refer all requests for absentee ballots to SOE.

(2) SOE

- (a) Determine eligibility and compile Absentee Ballot file.
- (b) Accept all requests for Absentee Ballots by telephone, mail or in person.
- (c) Prepare and mail Absentee Ballots.
- (d) Deliver Absentee Ballots to the Post Office.
- (e) Receive voted Absentee Ballots.
- (f) Verify signatures on returned voted Absentee Ballot certificates.
- (g) Prepare and open Absentee Ballots for tabulation.
- (h) Account for all Absentee Ballots.
- (i) Notify Absentee Ballot voter and provisional voters of the disposition of the Canvassing Board as required by law.
- (j) Record Absentee Ballot returns to voter history.
- (k) Conduct public testing of Logic and Accuracy for Absentee Ballot tabulating equipment.
- (l) Provide qualified staff to operate tabulation equipment to count Absentee Ballots.

G. Polling Places

(1) Municipality

- (a) Arrange for the use of an adequate number of polling places.
- (b) Confirm polling place accessibility and ADA compliance.
- (c) Notify SOE in writing thirty (30) days prior to election of the need for tables and chairs if necessary.
- (d) Notify SOE of polling locations to be used.
- (e) Notify the SOE not less than 30 days prior to the election that a polling place will be moved to another site.
- (f) Notify voters, as required by law, if their regular polling place is to be temporarily relocated.

(2) SOE

- (a) Provide the Municipality with a list of polling places and SOE contract.
- (b) Provide tables and chairs upon written notice from the Municipality when required.
- (c) Provide polling place supplies, i.e. signs, cones, etc.
- (d) Notify voters and the Municipality of permanent polling place change(s).

H. Precinct Supplies

(1) Municipality

- (a) Pay SOE for precinct supplies provided.
- (b) Provide a secure place for precinct clerks to return supplies and voted ballots on election night.
- (c) Pay SOE for the production of Precinct Registers.
- (d) Pay directly to the SOE's contracted moving company to have voting equipment delivered and picked up from polling place no later than the day before the election and returned after the election.

(2) SOE

- (a) Provide Precinct Registers for each polling place location.
- (b) Provide Master CD compilation of registered voters for precinct advisors.
- (c) Provide certification of registered voters after book closing.
- (d) Prepare equipment, cabinets and routing of voting equipment delivery.
- (e) Provide laptop computer at each polling place.
- (f) Provide CD of voter file database for each polling place.
- (g) Provide poll worker Clerks with cell phones.
- (h) Provide Provisional Ballot envelopes and affidavit forms for each polling place.
- (i) Provide secrecy sleeves in a number and amount appropriate for each polling place.

I. Poll Workers

(1) Municipality

- (a) Contact, contract with and pay poll workers directly (using only poll workers who are current and on the SOE list, or individuals who have successfully completed required training).
- (b) Schedule and notify poll workers of training classes.
- (c) Reimburse SOE for expenses incurred for delivery and pick up of equipment to training locations.
- (d) Reimburse SOE for expenses incurred in printing training material.
- (e) Reimburse SOE for expenses incurred for trainers to train poll workers.
- (f) Reimburse SOE for expenses incurred for contracted training locations.

(2) SOE

- (a) Provide the Municipality with a list of current poll workers.
- (b) Develop poll worker training schedule.
- (c) Plan and contract for training classes and locations.
- (d) Contract with and pay trainers to train poll workers.
- (e) Provide printed training materials for poll workers.

J. Election Day Support

(1) Municipality

- (a) Verify that all polling places are available to poll workers no later than 6:00 a.m. and open for voting promptly at 7:00 a.m. on Election Day.
- (b) Ensure that all polling places remain open until 7:00 p.m. or until all voters who are in line to vote at 7:00 p.m. have completed voting.
- (c) Reimburse SOE for all phone bank costs.

(2) SOE

- (a) Assist in finding poll worker replacements if needed.
- (b) Provide technical support personnel as needed.
- (c) Provide phone bank support to respond to poll workers and voters on Election Day.

K. Ballot Tabulation/Counting of Election Results

(1) Municipality

- (a) Deliver all voted ballots and other necessary election related items to a place designated by the SOE after the polling places have closed on Election Day.
- (b) Deliver **all** voting machine cartridges to a place designated by the SOE after the polling places have closed on Election Day.
- (c) Reimburse the SOE for any staff overtime and other expenses in relation to the tabulation and processing of ballots on Election Day.
- (d) Act as member of Canvassing Board.

(2) SOE

- (a) Provide technical staff and required equipment to administer tabulation and election results.
- (b) Assist and act, or appoint a designee to assist and act on the SOE's behalf, as a member of the Municipality's Canvassing Board if desired by the municipality or act as a member of the County Canvassing Board if it canvasses the municipality's election if allowed by law.
- (c) Post election results on SOE WEB site and provide the same to Channel 20.
- (d) Provide the Municipal Clerk with unofficial election results upon conclusion of tabulation and canvassing of ballots cast on Election Day.

L. Post Election Day

(1) Municipality

(2) SOE

- (a) Provide the Municipal Clerk with an official certification of election results.
- (b) Store all necessary election records and ballots until the expiration of retention period prescribed by statutes.
- (c) Process polling place affirmation forms.
- (d) Sort, inventory, pack and store all election materials for retention and disposition.
- (e) Notify voters of the disposition of their Absentee or Provisional Ballots after the determination by the Canvassing Board, as required by law.
- (f) Respond to public records requests regarding records kept on behalf of the Municipality.

- (g) Record voting history for each voter who voted on Election Day.

M. Audit

(1) Municipality

- (a) Provide that the Municipal Clerk will be responsible for the administration of the audit.
- (b) Reimburse SOE for any staff overtime or other related expenses as may result from conducting the manual audit.

(2) SOE

- (a) Organize precinct information to allow the Municipal Clerk to randomly select the race and precinct(s) that shall be audited.
- (b) Organize and prepare ballots for manual audit.
- (c) Provide SOE staff to conduct manual audit.
- (d) Ascertain and publically post manual audit result to SOE WEB site.

N. Recount

(1) Municipality

- (a) Provide that the Municipal Clerk will be responsible for the administration of the Recount, with support and guidance from the SOE.
- (b) Act as a member of the Canvassing Board.
- (c) Notify the candidates of the time and date of the Recount.
- (d) Post public notice(s) of the Recount with the time and location.
- (e) Cause to have the Recount recorded and minutes kept and approved by the Canvassing Board.
- (f) Review with the Canvassing Board and the counting teams the statutes and rules of the Division of Elections, specifically Rule 1S-2.031. Recount Procedures; and Rule 1S-2.027. Standards for Determining Voter's Choice on a Ballot.
- (g) Reimburse the SOE for all staff salaries/overtime, facility and other expenses required to conduct the Recount.

(2) SOE

- (a) Post public notice(s) of the Recount with the time and location.
- (b) Test tabulating equipment as required by Sec. 101.5612, *Florida Statutes*.
- (c) Provide counting teams for examining out stacked ballots.
- (d) Prepare and organize ballots for Recount processing.
- (e) Tabulate ballots and provide professional staff for equipment operations.
- (f) Provide official certification as determined by the Canvassing Board.

5. INDEMNITY:

Each party to this agreement shall be liable for its own actions and negligence. To the extent permitted by law, the Municipality shall indemnify, defend and hold harmless SOE against any actions, claims or damages arising out of the Municipality's negligence in connection with

performance under this Agreement; and the SOE shall indemnify, defend and hold harmless the Municipality against any actions, claims or damages arising out of the negligence of SOE in connection with ~~this Agreement~~ its performance under this Agreement. The foregoing indemnification shall not constitute a waiver of sovereign immunity beyond the limits set forth at Sec. 768.28, *Florida Statutes*. In no case shall such limits for the Municipality extend beyond \$100,000 for any one person or beyond \$200,000 for any judgment which, when totaled with all other judgments, arises out of the same incident or occurrence. These provisions shall not be construed to constitute agreement by either party to indemnify the other for such other's negligent, willful or intentional acts or omissions. In the event of litigation, trial or appellate, between the Municipality and the SOE relating to a municipal election governed by this Agreement, or otherwise in connection with the interpretation or application of this Agreement, the prevailing party shall be entitled to recover its reasonable attorneys' fees and costs from the non-prevailing party. Notwithstanding the above, the municipality shall defend legal challenges relating to its municipal election and shall be fully responsible for all legal costs for such defense of the Municipality and the SOE. The municipality shall be responsible for damages, if any, assessed by virtue of such lawsuit, up to the monetary limits provided for hereinabove without recourse to the SOE.

6. TERM:

This Agreement shall begin on the effective date January 1, 2012 and continue for a term of one year in order to cover Special Elections, if any, and may be modified by mutual agreement of the parties. Any proposed changes to this Agreement shall be provided to the municipalities no later than August 1 of the applicable year, or as soon as practicable. ~~It shall be automatically renewed in accordance with the same terms and conditions as set forth herein upon the adoption of a Resolution by the Municipality requesting the SOE to conduct the municipality's election for the applicable year or may be modified by mutual agreement of the parties.~~

7. CHANGE IN LAW:

In the event any change in law abrogates or modifies any provisions or applications of this Agreement, the parties hereto agree to enter into good faith negotiations and use their best efforts to reach a mutually acceptable modification of this Agreement.

8. NOTICES:

All formal notices affecting the provisions of this Agreement may be delivered in person or be sent by facsimile, registered mail, or by a recognized overnight courier such as FedEx, to the individual designated below, until such time as either party furnishes the other party written instructions to contact another individual.

For the SOE: Supervisor of Elections 240 S. Military Trail West Palm Beach, Florida 33415 Attention: Susan Bucher	For the Municipality: <u>City of Riviera Beach</u> <u>600 West Blue Heron Blvd.</u> <u>Riviera Beach, FL</u> <u>Attention: Carrie E. Ward</u>
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9. SEVERABILITY:

If any clause, section, or provision of this Agreement shall be declared to be unconstitutional, invalid or unenforceable for any cause or reason, or is abrogated or negated by a change in law,

WITNESSES:

Rachel A West

Rachel A. West

As to the SOE:

SUPERVISOR OF ELECTIONS
PALM BEACH COUNTY

Susan Bucher
Susan Bucher

Date: 2/24/10

As to the MUNICIPALITY:

CITY OF RIVIERA BEACH

Thomas A. Masters
THOMAS A. MASTERS, MAYOR

ATTEST:

C. E. Ward

CARRIE E. WARD, MMC

REVIEWED AS TO LEGAL SUFFICIENCY

Pamala H. Ryan
PAMALA HANNA RYAN, CITY ATTORNEY

DATE: 1/13/10

2012 ELECTIONS NOTICE

The City of Riviera Beach will hold its General Municipal Elections on Tuesday, March 13, 2012 from 7:00 am until 7:00 pm within the municipal boundaries. The City is committed to accommodating all ethnic groups or races to ensure equal representation to all of the residents.

Persons desiring to qualify as a candidate for such elective seat shall be a registered voter of the City and shall file with the City Clerk at the Municipal Complex, 600 West Blue Heron Boulevard. Filing commences noon, Tuesday, January 31, 2012 until noon, Tuesday, February 14, 2012.

In accordance with the City's Charter and the Elections Code, the City Council District two (2) seat; and City Council District four (4) seat is available. Interested Candidates shall be registered voters of the City and shall have resided within the applicable district one year as of January 31, the qualifying date. The filing fee is \$1,140.00, and each seat shall be voted upon at large.

Registration books for the March 13, 2012 General Municipal Elections close 5:00 pm Monday, February 14, 2012. Ballot language translation includes both English and Spanish. Additionally, trained and qualified Poll workers will be stationed at each of the precincts to assist and to ensure you every opportunity to cast the vote of your choice.

At your convenience, at the click of your computer mouse, peruse the City's Elections website @www.rivierabch.com for additional updates and in February, 2012, the official ballot will be available for your review in both English and Spanish.

You will govern yourself accordingly,



Carrie E. Ward, MMC

City Clerk

Riviera Beach, Fl

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