RESOLUTION 2016-08

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF HAVERHILL, FLORIDA APPROVING AN AGREEMENT WITH THE PALM BEACH COUNTY SUPERVISOR OF ELECTIONS (SOE) FOR USE OF VOTE PROCESSING EQUIPMENT AND ELECTION SERVICES AND AUTHORIZATION FOR THE MAYOR TO EXECUTE SAME; REQUESTING THE SOE TO CONDUCT THE TOWN'S MARCH 14, 2017 ELECTION, AND IF NECESSARY, THE MARCH 28, 2017 RUN OFF ELECTION; PROVIDING FOR THE PROCESSING OF ABSENTEE BALLOTS; DESIGNATING MEMBERS OF THE TOWN OF HAVERHILL'S CANVASSING BOARD FOR SAID ELECTIONS; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Town of Haverhill desires the Supervisor of Election (SOE) conduct the Town's municipal election scheduled for March 14, 2017, and if necessary, the March 28, 2017 Run-off election; and

WHEREAS, the Town of Haverhill desires to name the members of the Town's Canvassing Board for said elections and deeming all serves a valid public purpose;

NOW THEREFORE BE IT RESOLVED by the Town Council of the Town of Haverhill, Florida as follows:

Section 1.   The Town Council hereby grants approval to enter into an agreement with the Palm Beach County Supervisor of Elections (SOE) for the Use of Vote Processing Equipment and Election Services, which is attached hereto and made a part of this Resolution, and further grants authorization for the Mayor to execute the same.

Section 2.   The Town Council requests the SOE to conduct the Town municipal election scheduled for March 14, 2017 and, if necessary, the run-off election scheduled for March 28, 2017.

Section 3.   The Town Council requests that absentee ballots be the responsibility of, and shall be handled by the Supervisor of Elections of Palm Beach County in accordance with Florida Law.

Section 4.   The Town Council hereby designates the Town Administrator of the Town of Haverhill, or designee, and the SOE, or designee, to serve as the Town of Haverhill's Canvassing Board for said elections.

Section 5.   That all Resolutions or parts of Resolution in conflict herewith are repealed to the extent of such conflict.

Section 6.   Should any section or provision of this Resolution or portion hereof, any paragraph, sentence or work be declared by a court of competent jurisdiction to be invalid, such decision shall not affect the remainder of this Resolution.

Section 7.   This Resolution shall become effective upon its adoption.

PASSED AND ADOPTED on this 15th day of December, 2016.

Council Member _Remar Harvin_ offered the foregoing Resolution, and moved its adoption. It was seconded by Council Member _Lawrence Gordon_, and upon being put to a vote, the vote was as follows:

JAY G. FOY, Mayor _Aye_
LAWRENCE GORDON, Vice Mayor _Aye_
MARK C. UPTEGRAPH, Council Member _Aye_
JO H. PLYLER, Council Member _Aye_
REMAR HARVIN, Council Member _Aye_

The Mayor thereupon declared this Resolution approved and duly adopted by the Town Council of the Town of Haverhill.

ATTEST: **TOWN OF HAVERHILL, FLORIDA**

_____   _____
Janice C. Rutan, Town Administrator   Jay G. Foy, Mayor

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 ˢDec. 28, 2016 2016, effective January 1, 2017, 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 **Town of Haverhill** , 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 the **Town of Haverhill's** General Municipal election is March 14, 2017. 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.

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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 deliver 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 120 days prior to each Election and notify SOE in writing of the 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

(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 or for programming electronic poll books and related communication fees.

(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 or electronic poll books for each polling place location.

(b) Provide Master CD compilation of registered voters for precinct advisors or provide up to date electronic poll books.

(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 or electronic poll books.

(f) Provide CD of voter file database for each polling place or up to date electronic poll books.

(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 currently 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.

(1) **Municipality**

 (a) Provide that the Municipal Clerk will be responsible for the administration of the audit.

 (b) Reimburse SOE for any staff time 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 Statues.*

 (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 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*

11. By signing this contract, you and your municipality approve the contract as a form of legal sufficiency and certify that this contract has met all of the legal requirements of your Municipal Charter and all other related laws.
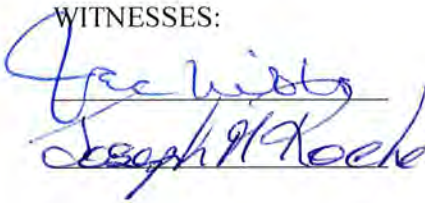
12. **NO MODIFICATION EXCEPT IN WRITING:**

This is the complete and final agreement between the parties. No representations other than those set forth herein shall be binding upon the parties. No modification of this agreement shall be effective unless submitted in writing and signed by both parties, or their duly authorized representatives.
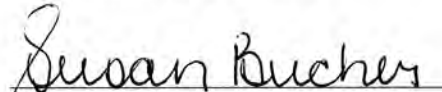
IN WITNESS WHEREOF, the parties hereto have entered into this Agreement effective January 1, 2017.

As to the SOE:

WITNESSES:

SUPERVISOR OF ELECTIONS
PALM BEACH COUNTY

Susan Bucher
Susan Bucher

Date: 12/28/16

As to the MUNCIPALITY:

ATTEST:

TOWN OF HAVERHILL

Janice C. Rutan,
Town Administrator
(Affix Municipal Seal)

Jay G. Foy, Mayor

Date: December 15, 2016

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