

Meeting Date November 10, 2009

Agenda Item 10

REQUESTED COMMISSION ACTION:

Consent     Ordinance     Resolution     Consideration     Workshop

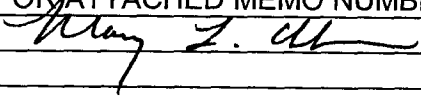
SHORT TITLE OR MOTION: A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF POMPANO BEACH, FLORIDA, APPROVING AND AUTHORIZING THE PROPER CITY OFFICIALS TO EXECUTE AN AGREEMENT BETWEEN DR. BRENDA C. SNIPES, SUPERVISOR OF ELECTIONS OF BROWARD COUNTY, AND THE CITY OF POMPANO BEACH RELATING TO THE MARCH 9, 2010 GENERAL ELECTION; PROVIDING AN EFFECTIVE DATE.

Summary of Purpose and Why:

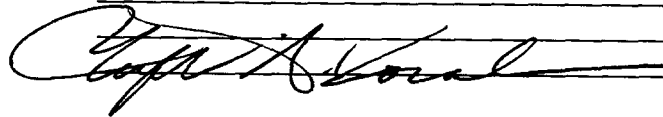
**The proposed Agreement authorizes the Broward County Supervisor of Elections to select, hire, assign and train the requisite number of poll-workers for the March 9, 2010 General Election, as in previous elections, without any additional costs to the City (Article 3.0-3.3).**

QUESTIONS TO BE ANSWERED BY ORIGINATING DEPARTMENT:

- (1) Origin of request for this action: City Clerk's Office
- (2) Primary staff contact: Mary L. Chambers Ext. 4611
- (3) Expiration of contract, if applicable: \_\_\_\_\_
- (4) Fiscal impact and source of funding: \_\_\_\_\_

DEPARTMENTAL COORDINATION	DATE	DEPARTMENTAL RECOMMENDATION	DEPARTMENTAL HEAD SIGNATURE OR ATTACHED MEMO NUMBER
City Clerk	12/1/09		

- Advisory Board
- Development Services Director
- Public Works Administrator
- City Manager-Interim



ACTION TAKEN BY COMMISSION:

<u>Ordinance</u>	<u>Resolution</u>	<u>Consideration</u>	<u>Workshop</u>
1st Reading _____	1st Reading _____	Results: _____	Results: _____
2nd Reading _____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

RESOLUTION NO. 2010-\_\_\_\_\_

**CITY OF POMPANO BEACH**  
**Broward County, Florida**

**A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF POMPANO BEACH, FLORIDA, APPROVING AND AUTHORIZING THE PROPER CITY OFFICIALS TO EXECUTE AN AGREEMENT BETWEEN DR. BRENDA C. SNIPES, SUPERVISOR OF ELECTIONS OF BROWARD COUNTY, AND THE CITY OF POMPANO BEACH RELATING TO THE MARCH 9, 2010 GENERAL ELECTION; PROVIDING AN EFFECTIVE DATE.**

**BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF POMPANO BEACH, FLORIDA:**

**SECTION 1:** That an Agreement between Dr. Brenda C. Snipes, Supervisor of Elections of Broward County, and the City of Pompano Beach relating to the March 9, 2010 General Election, a copy of which Agreement is attached hereto and incorporated by reference as if set forth in full is hereby approved.

**SECTION 2:** That the proper City officials are hereby authorized to execute said Agreement between Dr. Brenda C. Snipes, Supervisor of Elections of Broward County, and the City of Pompano Beach.

**SECTION 2:** This Resolution shall become effective upon passage.

**PASSED AND ADOPTED** this \_\_\_\_\_ day of \_\_\_\_\_, 2009.

\_\_\_\_\_  
**LAMAR FISHER, MAYOR**

**ATTEST:**

\_\_\_\_\_  
**MARY L. CHAMBERS, CITY CLERK**

**AGREEMENT**

THIS AGREEMENT made and entered into the \_\_\_\_\_ day of \_\_\_\_\_, 2009, by and between:

Dr. Brenda C. Snipes,  
SUPERVISOR OF ELECTIONS OF BROWARD COUNTY  
(Hereinafter referred to as the "Supervisor")

**AND**

CITY OF POMPANO BEACH  
A MUNICIPAL CORPORATION OF THE STATE OF FLORIDA  
Office of the City Clerk  
Post Office Drawer 1300  
Pompano Beach, Florida 33061  
(Hereinafter referred to as "City", "Town" or "Village")

**WITNESSETH:**

WHEREAS, BRENDA C. SNIPES, is the Supervisor of Elections of Broward County, Florida, pursuant to the provisions of Article VIII Section 1(d) of the Florida Constitution and serves in that capacity as a Constitutional Officer and under the State of Florida Election Code; and

WHEREAS, the Supervisor has specific duties, functions, and responsibilities described in the State of Florida Election Code contained in Chapters 97 through 106 of the Florida Statutes, as amended from time to time; and

WHEREAS, among the duties and functions of the Supervisor is the engagement, training, and assigning pollworkers, including Voting Systems Technicians (VST) in connection with Federal, State, County, and certain Municipal and District elections described in Chapter 102, Florida Statutes, including the appointment of election boards consisting of an inspector and a clerk who shall perform their duties and functions as provided for in the State Election Code; and

WHEREAS, Chapter 75-350, Laws of Florida (Special Acts, 1975 [the "Act"]), as amended, provides for a uniform filing and election date for all municipal elections conducted in Broward County, Florida, in addition to setting forth the requirements for qualification to office, the conducting of elections and other matters affecting all municipalities within Broward County, Florida; and

WHEREAS, during general elections conducted by the Supervisor, pollworkers are hired by the Supervisor and function as her employees during the course of such elections; however, in municipal elections, the aforesaid pollworkers are selected and hired by the individual municipalities whose compensation is derived and paid for by such municipalities for municipal elections described in the aforementioned Act; and

WHEREAS, for convenience, consistency and the proper and efficient conduct of municipal elections, it is common for municipalities in Broward County to specifically request that the Supervisor select, train, and work directly with the pollworkers during municipal elections, however, all payment due municipal election day pollworkers is the responsibility of the requesting municipality for these specific services; and

WHEREAS, the Supervisor possesses the requisite legal authority, expertise, personnel, and equipment to assist a municipality in selecting, engaging, training, and working directly with pollworkers in the City' s election; and

WHEREAS, the City desires to delegate and to assign to the Supervisor the power, duty, and authority to select pollworkers for municipal elections pursuant to the terms, conditions, and provisions of this Agreement;

NOW, THEREFORE, IN CONSIDERATION of the mutual promises and covenants contained herein, the sufficiency of which is hereby acknowledged by the parties, the parties hereto agree as follows:

#### ARTICLE 1.0

##### Recitals

1.1 The above recitals are true and correct and are incorporated herein as if set forth in full hereunder.

#### ARTICLE 2.0

##### Duties of Supervisor

2.1 The Supervisor shall conduct the municipal election to be held by the City, Town, Village of Pompano Beach on the 9<sup>th</sup> day of March, 2010, in accordance with the State of Florida Election Code, as amended from time to time.

2.2 At the request of the City, the Supervisor shall select, assign, and train the requisite number of pollworkers for the aforesaid election.

2.3 The Supervisor's decision as to placement and location in precincts and polling places for such designated pollworkers shall be determined by the Supervisor in her sole and absolute discretion, upon and subsequent to the execution of this Agreement.

2.4 The Supervisor shall provide City with payroll sheets after said election(s) for the purpose of the City's payment of said Election Day workers.

### ARTICLE 3.0 City's Obligations

3.1 The City hereby engages the services of the Supervisor of Elections, as set forth in the Agreement in connection with the engagement and assigning of pollworkers for all City elections subject to the terms hereof and unless terminated by either party.

3.2 The City shall properly and timely pay pollworkers as required by law and upon City checks or warrants issued directly to the pollworkers.

3.3 The City shall set the rate of pay for pollworkers. The Supervisor of Elections will advise the City of current pay scale for County elections.

3.4 The City shall permit and hereby authorizes the Supervisor of Elections to engage the Broward County Sheriff to assign and place poll deputies for each of the precincts or polling places for said election referred to in this Agreement. Poll deputies should be considered pollworkers for purposes of payment only. The City will also be responsible for directly paying for each of these deputies in the same manner as described in Articles 2.4, 3.2 and 3.4 of this Agreement.

### ARTICLE 4.0 Indemnification

4.1 To the extent permitted by law, the City shall indemnify, hold harmless and defend the Supervisor from and against any and all claims, causes of action, which may arise out of the engagement and assignment of pollworkers by the Supervisor or the performance of any of the obligations imposed upon the Supervisor by this Agreement. This indemnification and hold harmless provision shall be liberally construed in favor of the Supervisor and shall apply nonetheless to the extent permitted by law. This indemnification shall permit the Supervisor the right to retain legal counsel of her choosing in any matter or proceeding to which or for which this indemnification arises. Nothing contained herein is intended nor shall be construed to waive the City's rights and immunities under the common law or Florida Statutes Section 768.28, as amended from time to time.

ARTICLE 5  
Notices

5.1 All notices, consents, approvals, waivers, and elections which any party shall require or shall desire to make or give under this Agreement shall be in writing and shall be sufficiently delivered:

5.1.1 when mailed by certified mail, postage prepaid, return receipt requested;

5.1.2 by hand delivery to the named individuals representing the party to be notified; or

5.1.3 by private parcel delivery services, or facsimile transmission for which a receipt is provided to the notifying party. Notices, including notice of a change of address or number, shall be addressed or transmitted to the addresses and telephone numbers set forth below, that a party may be designated in the manner prescribed herein.

As to the Supervisor:           Dr. Brenda C. Snipes, Supervisor of Elections  
115 South Andrews Avenue, Room 102  
Fort Lauderdale, FL 33301  
Telephone No.: (954) 357-7061

With Copy To:                   Burnadette Norris-Weeks, Esquire  
Burnadette Norris-Weeks, P.A.  
100 Southeast 6<sup>th</sup> Street, Suite 6  
Fort Lauderdale, FL 33301  
Telephone No.: (954) 768-9770

As to City:                       Mary L. Chambers, City Clerk  
Office of the City Clerk  
Post Office Drawer 1300  
Pompano Beach, FL 33061

With Copy To:                   Gordon B. Linn, City Attorney  
Office of the City Attorney  
Post Office Drawer 1300  
Pompano Beach, FL 33061

5.2 Notices, consents, approvals, waivers, and elections given or made as aforesaid shall be deemed to have been given and received on the date of the mailing, delivery, or transmission. When requested by either party, the other shall furnish receipts, paid bills or documents to reasonably verify facts or representations made or pursuant to the requirements of this Agreement.

ARTICLE 6.0  
Disputes

6.1 Should a dispute arise regarding the interpretation of this Agreement, or in performance of either party hereunder, and should a court action be commenced, the ultimate prevailing party shall be entitled to receive reasonable attorney's fees and costs at both the trial and appellate levels, including the cost and expense of paralegals. Any litigation arising from this Agreement shall be prosecuted in Broward County, Florida.

ARTICLE 7.0  
Miscellaneous

7.1 It is further agreed that no modification, amendment, or alteration in the terms and conditions contained herein shall be effective unless contained in a written document executed with the same formality and of equal dignity herewith.

7.2 Any portion of this agreement that is deemed unconscionable, unconstitutional, or otherwise invalid, shall be severed from the agreement and the rest of the agreement shall remain in full force.

7.3 The terms, provisions, covenants, and conditions herein shall be construed solely in accordance with the laws of the State of Florida.

7.4 This Agreement shall be binding upon and shall inure to the benefit of the successors and assigns of each of the parties hereto.

7.5 The parties hereto and their successors and assigns shall not record this Agreement amongst the Public Records of Broward County, Florida.

Signed in the presence of:

As to City  
CITY, TOWN, VILLAGE OF

Pompano Beach  
A Municipal Corporation of the State of Florida

BY: \_\_\_\_\_  
Lamar Fisher, Mayor

BY: \_\_\_\_\_  
Phyllis A. Korab, Interim City Manager



STATE OF FLORIDA            )  
  )  
COUNTY OF BROWARD        )

THE FOREGOING INSTRUMENT was acknowledged before me this \_\_\_\_ day  
of \_\_\_\_\_, 2009, by Brenda C. Snipes, who is personally known to me.

\_\_\_\_\_  
NOTARY PUBLIC

\_\_\_\_\_  
Print or Type Name

My Commission Expires: