

RESOLUTION NO. 09-174

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF KEY WEST, FLORIDA, APPROVING THE ATTACHED MUNICIPALITY ELECTION SERVICES AGREEMENT WITH THE MONROE COUNTY SUPERVISOR OF ELECTIONS; AUTHORIZING THE CITY CLERK TO EXECUTE THE AGREEMENT; PROVIDING FOR AN EFFECTIVE DATE

NOW THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF KEY WEST, FLORIDA, AS FOLLOWS:

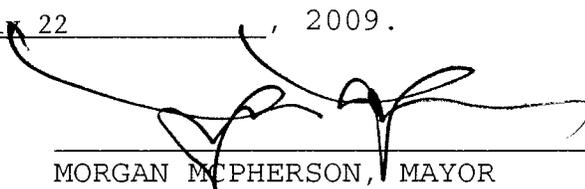
Section 1: That the attached Municipality Election Services Agreement with the Monroe County Supervisor of Elections is approved and the City Clerk is authorized to execute the document.

Section 2: That this Resolution shall supersede resolution 09-119 and go into effect immediately upon its passage and adoption and authentication by the signature of the presiding officer and the Clerk of the Commission.

Passed and adopted by the City Commission at a meeting held this 21st day of July, 2009.

Authenticated by the presiding officer and Clerk of the Commission on July 22, 2009.

Filed with the Clerk July 22, 2009.


MORGAN MCPHERSON, MAYOR

ATTEST:


CHERYL SMITH, CITY CLERK

OFFICE OF THE CITY ATTORNEY

SHAWN D. SMITH
LARRY ERSKINE
RON RAMSINGH



PHONE: (305) 809-3770
FAX: (305) 809-3771
POST OFFICE BOX 1409
KEY WEST, FL 33041-1409

Memorandum

TO: Mayor & City Commissioners
FROM: Shawn D. Smith, City Attorney
CC: Jim Scholl, City Manager
RE: Revisions to Municipal Elections Service Agreement
DATE: July 9, 2009

Attached you will find a revised Municipal Elections Service Agreement with the Monroe County Supervisor of Elections. The Commission originally approved the Agreement via resolution 09-119 on May 22, 2009. The Supervisor's office recently contacted the City Clerk to inform her of an objection to the Agreement. The objection centered on my deletion of a broad indemnification provision. We have agreed to replace the language in the first paragraph on page two of the Agreement, including the language I deleted, with the following "The Monroe County Supervisor of Elections shall be indemnified and held harmless by the Municipality for any and all injuries related to City elections. 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."

This is the only change to the agreement. The Agreement will be before you for consideration at the July 21, 2009 Commission meeting. Included with this document is the original information included with the May item, including the text of the agreement approved at that time.

I encourage you to contact me with any questions or comments regarding this or any other matter. Thank you for your time.


Shawn D. Smith

Municipality Election Services Agreement

All Municipalities:

All Elections in the Year of: 2009

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 related to City elections. 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

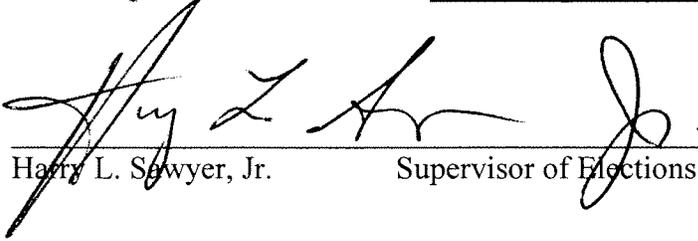
Municipal Clerks shall consult with the Monroe County Supervisor of Elections and come to an agreement on a date, time, and place for the Post Election Audit.

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.

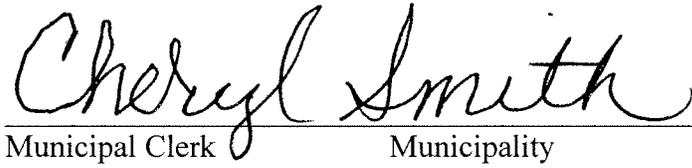
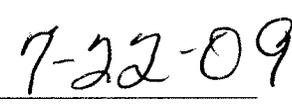
Municipalities shall be responsible for the payment of the workers. The Municipalities shall provide, in writing, the required information and forms for each poll worker to be paid six months prior to municipal elections.

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**



Harry L. Sawyer, Jr. Supervisor of Elections Date

Municipal Clerk Municipality Date

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

July 9, 2009

RESOLUTION NO. 09-119

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF KEY WEST, FLORIDA, APPROVING THE ATTACHED MUNICIPALITY ELECTION SERVICES AGREEMENT WITH THE MONROE COUNTY SUPERVISOR OF ELECTIONS; AUTHORIZING THE CITY CLERK TO EXECUTE THE AGREEMENT; PROVIDING FOR AN EFFECTIVE DATE

NOW THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF KEY WEST, FLORIDA, AS FOLLOWS:

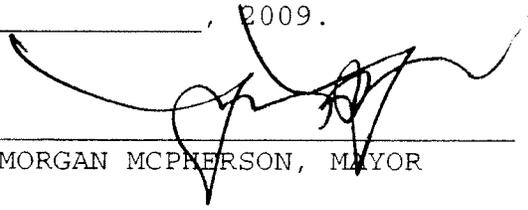
Section 1: That the attached Municipality Election Services Agreement with the Monroe County Supervisor of Elections is approved and the City Clerk is authorized to execute the document.

Section 2: That this Resolution shall go into effect immediately upon its passage and adoption and authentication by the signature of the presiding officer and the Clerk of the Commission.

Passed and adopted by the City Commission at a meeting held this 19TH day of MAY, 2009.

Authenticated by the presiding officer and Clerk of the Commission on May 20, 2009.

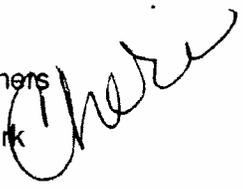
Filed with the Clerk May 20, 2009.


MORGAN MCPHERSON, MAYOR

ATTEST:

CHERYL SMITH, CITY CLERK

Memo

To: Mayor & Commissioners
From: Cheri Smith, City Clerk 
Date: 4/29/2009
Re: Municipality Election Services Agreement

Action Statement:

A resolution approving and authorizing the City Clerk to execute the Municipality Election Services Agreement with Monroe County Supervisor of Elections for the 2009 City elections.

Purpose & Justification:

The Municipality Election Services Agreement is a new requirement by the Supervisor of Elections Office. The agreement outlines the duties of the Supervisor of Elections Office and the Municipality. The responsibilities of the Supervisor of Elections and the Municipality have not changed.

Recommendation:

Authorize the execution of the agreement.

ACORD_{TM} CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
03/22/09

PRODUCER
1-561-995-6706
Arthur J. Gallagher Risk Management Services, Inc.
2255 Glades Road
Suite 400E
Boca Raton, FL 33431

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURED
City of Key West
PO Box 1409
Key West, FL 33041-1409

INSURERS AFFORDING COVERAGE	NAIC #
INSURER A: UNDERWRITERS AT LLOYDS LONDON	15792
INSURER B:	
INSURER C:	
INSURER D:	
INSURER E:	

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR ADD'L LTR	INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A		GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Limit is excess of <input checked="" type="checkbox"/> \$100,000 SIR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC	J086134	10/01/08	10/01/09	EACH OCCURRENCE \$900,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COM/OP AGG \$
		AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS				COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
		GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT \$ OTHER THAN AUTO ONLY: EA ACC \$ AGG \$
		EXCESS/UMBRELLA LIABILITY <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE DEDUCTIBLE RETENTION \$				EACH OCCURRENCE \$ AGGREGATE \$ \$ \$ \$
		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below				<input type="checkbox"/> WC STATU-TORY LIMITS <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
		OTHER				

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS
 In regard to the Municipality Election Services Agreement Certificate Holder is included as Additional Insured under the General Liability policy shown above only insofar as permitted by Florida Statute 768.28 and otherwise allowed by law. Additional Insured status is provided as required by written contract and with respect to operations by or on behalf of the Named Assured.

CERTIFICATE HOLDER

Monroe County Supervisor of Elections
C/O Risk Management
1100 Simonton Street, Suite 2-268
Key West, FL 33040

USA

CANCELLATION *10-day cancellation notice for non-payment

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30* DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

David H. Hanna

**City of Key West
2009 Election Information**

General Election	October 6, 2009
Run-Off Election (if necessary)	November 3, 2009
Qualifying begins	August 17, 2009 at noon
Qualifying ends	August 21, 2009 at noon
Last day to submit petitions for verification	July 20, 2009 at noon
Closing of books for Election	September 8, 2009
Logic & Accuracy Test for General Election Supervisor of Elections Office	September 15, 2009 10:30 a.m.
Early Voting for General Election begins	September 21, 2009
Closing of books for Run-Off Election (if necessary)	October 5, 2009
Logic & Accuracy Test for Run-Off Election Supervisor of Elections Office (if necessary)	October 16, 2009 10:30 a.m.
Early Voting for Run-Off Election begins (if necessary)	October 19, 2009
Manual Audit for Oct. General Election	October 14, 2009
Manual Audit for Nov. Run-Off (if necessary)	November 10, 2009

Municipality Election Services Agreement

All Municipalities:

All Elections in the Year of: 2009

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 regardless as to the cause of said injury.~~ 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 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**

Harry L. Sawyer, Jr. Supervisor of Elections Date

Cheryl Smith *Key West* *5-20-09*

Municipal Clerk Municipality Date

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

March 10, 2009