

CITY OF MARGATE, FLORIDA

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF MARGATE, FLORIDA, APPROVING A MUNICIPAL ELECTIONS AGREEMENT WITH THE BROWARD COUNTY SUPERVISOR OF ELECTIONS FOR THE MUNICIPAL ELECTION SCHEDULED FOR NOVEMBER 5, 2024; PROVIDING FOR ELECTION SERVICES, MUNICIPAL OBLIGATIONS, AND COST ESTIMATE; PROVIDING FOR EFFECTIVE DATE.

BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF MARGATE, FLORIDA:

SECTION 1: Joe Scott 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.

SECTION 2: 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.

SECTION 3: Among the duties and functions of the Supervisor is the engagement, training, and assigning of poll workers, including Voting Systems Technicians (VST), in connection with federal, state, county, and certain municipal and district elections described in Chapter 102, Florida Statutes, and the appointment of election boards consisting of an inspector and a clerk who shall perform their duties and functions as provided in the State of Florida Election Code.

SECTION 4: Chapter 75-350, Laws of Florida (Special Acts 1975) ("Local Election Law"), 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 for office, the conducting of elections, the payment of costs associated with municipal elections, and other matters affecting all municipalities within Broward County, Florida.

SECTION 5: Whether a municipal election is held during a stand-alone election (i.e., when only municipal races are on the ballot and there is only vote-by-mail voting and election day voting) or as part of a state or federal election (i.e., a

municipal election held at the same time as a Presidential Preference Primary Election, August Primary Election, or November General Election), the individual municipality is ultimately responsible for all costs associated with conducting the municipality's election, including without limitation all "election costs" as defined in Section 97.021(15), Florida Statutes, and for the procurement and payment of poll workers.

SECTION 6: The Supervisor possesses the requisite legal authority, expertise, personnel, and equipment to assist the Municipality in selecting and training poll workers and conducting the Municipality's municipal election scheduled for November 5, 2024. The Municipality desires to delegate to the Supervisor the power, duty, and authority to select and train poll workers and conduct the Municipality's municipal election pursuant to the terms, conditions, and provisions of this Agreement.

SECTION 7: The term of this Agreement shall be from the date of full execution (the "Effective Date") until sixty (60) days after the election results have been certified, all vote processing equipment has been returned to Supervisor's warehouse, and an audit, if applicable, has been completed for the last Municipal Election covered by this Agreement.

SECTION 8: That this Resolution shall become effective immediately upon its passage.

PASSED, ADOPTED AND APPROVED THIS _____ day of January, 2024.

ATTEST:

JENNIFER M. JOHNSON
CITY CLERK

TOMMY RUZZANO
MAYOR

RECORD OF VOTE

Caggiano _____
Simone _____
Arserio _____
Schwartz _____
Ruzzano _____