

RESOLUTION 15-135

**A RESOLUTION OF THE CITY OF PANAMA CITY BEACH,  
FLORIDA, APPROVING VARIOUS POLLING PLACE  
AGREEMENTS WITH THE SUPERVISOR OF ELECTIONS  
RELATING TO THE 2016 MUNICIPAL SUPER TUESDAY  
ELECTIONS.**

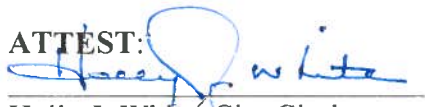
1. **BE IT RESOLVED** that the appropriate officers of the City are authorized to execute and deliver on behalf of the City that certain Polling Place Agreement between the City and the Bay County Supervisor of Elections, relating to **use of the City's Senior Center during the period of April 11 - 15, 2016, as an early voting site for the Municipal Super Tuesday election to be held on April 19, 2016**, in substantially the form attached and presented to the Council today, draft dated August 4, 2015, with such changes, insertions or omissions as may be approved by the City Manager, whose execution of such agreement shall be conclusive evidence of such approval.
2. **BE IT RESOLVED** that the appropriate officers of the City are authorized to execute and deliver on behalf of the City that certain Polling Place Agreement between the City and the Bay County Supervisor of Elections, relating to **use of the Frank Brown Park Community Building for the Municipal Super Tuesday election on April 19, 2016**, in substantially the form attached and presented to the Council today, draft dated August 4, 2015, with such changes, insertions or omissions as may be approved by the City Manager, whose execution of such agreement shall be conclusive evidence of such approval.

**THIS RESOLUTION** shall be effective immediately upon passage.

**PASSED** in regular session this 27<sup>th</sup> day of August, 2015.

**CITY OF PANAMA CITY BEACH**

By:   
Gayle F. Oberst, Mayor

ATTEST:  
  
Holly J. White, City Clerk

**POLLING PLACE AGREEMENT**

**Precinct # PCBEV**

**THIS POLLING PLACE AGREEMENT** entered into on Tuesday, August 04, 2015 by and between City of Panama City Beach (the "Owner"), by and through City Manager Mario Gisbert, and Mark Andersen, Bay County Supervisor of Elections (the "Supervisor").

**NOW, THEREFORE**, in consideration of the mutual covenants and promises herein contained, the parties hereto agree as follows:

**1. Agreement:** Owner shall provide the PCB Senior Center, as a polling place for the elections indicated below (the "Polling Place")

**2016 Municipal Super Tuesday**

**Early Voting**

**April 11th -15th, 2016**

and as possible any subsequent dates necessarily arising due to any special election, or election resulting from the death or resignation of an elected official at federal, state or county level beyond the control of the Supervisor of Elections.

**2. Access to Premises/Polling Place**

- a. Prior to Election Day: Owner or designee shall provide access to the Polling Place either Friday or Monday before election for delivery and storage of election equipment. Equipment should be delivered to (specify storage area). 423 Lyndell Ln.
- b. Election Day: Access to the Polling Place: **Owner will open Polling Place by 6:30 a.m.**
- c. Post-Election Day: Owner or designee shall provide access to the Polling Place for pickup of the election equipment the day after election.

**3. Contact Persons**

Facility's Email Address: jsmith@pcb.gov

Facility's Phone Number: 236-3033

The following person(s) are designated as the Owner's contacts to assure access to the Premises on the applicable Equipment Delivery, Election Days, and Equipment Pick-up.

Contact person: jponek@pcb.gov Phone: 233-5045

Cell phone: 819-3035

Contact person: \_\_\_\_\_ Phone: \_\_\_\_\_

Cell phone: \_\_\_\_\_

**4. Compensation:** As compensation for use of the Premises as Polling Place, the Supervisor shall pay the Owner \$ N/A per election. Payment shall be made within four (4) weeks following each election, and checks shall be payable to Owner and sent to the address first indicated above, unless stated otherwise. (Address, if different from above.) \_\_\_\_\_

## 5. Owner's Responsibilities

- a. Access to the Polling Place shall be available to Precinct Election Officials no later than 5:45 a.m. on Election Day.
- b. The parking lot or parking area at the Premises shall be clear of all obstructions that would impede voter access on Election Day. No other events shall be planned that will affect and limit the amount of available parking for persons coming to vote.
- c. Disability permit-only parking spaces shall be available to voters. Supervisor may provide temporary solutions if unavailable.
- d. All indoor, outdoor and parking area lights shall be operational and in good working order on Election Day.
- e. All electrical outlets in Polling Room shall be in good working order.
- f. Allow unencumbered access to dedicated phone line maintained by the Supervisor of Elections. Clerk needs the ability to contact our office and transmit precinct results on Election Day.
- g. The area outside of 100 ft. from the entrance to the polling location building is the responsibility of the Owner. The Owner should inform solicitors directly if solicitation is not allowed on said property.
- h. The Polling Place shall remain open until officially closed by Supervisor personnel and precinct tabulation is completed.
- i. The Polling Room shall be used exclusively for election business on Election Day, and no other activity shall take place in the Polling Room until Precinct Election Officials complete the tabulation, close and leave the Premises.
- j. The Owner shall provide a secure storage area for election equipment from date of delivery to date of pick-up. The storage area shall remain locked with access available only to designated election personnel.

**6. Authority to Improve Premises/Polling Place:** All cost shall be provided by the Supervisor if the need is determined. The purpose of the improvements is to make the Property compliant with the various laws, rules and regulations governing, among other things, the accessibility of polling locations.

**7. Indemnification; Insurance:** Subject to the limitations set forth in 768.28, Florida Statutes, the parties shall each be responsible for their own acts and omissions in the performance of their duties hereunder, and the acts and omissions of their own employees and agents, and shall indemnify and hold harmless the other party from and against any and all claims, incurred by the other party arising from such acts and omissions. In addition, each party shall maintain, throughout the term of this Agreement, comprehensive general liability and property liability insurance. As a constitutional officer of Bay County, the Supervisor is self-insured.

**8. Force Majeure:** Owner shall not be liable for any adjustments or suspension of performance, failure of performance or any damages resulting from any of the following: strikes or labor disputes, war stoppages, fire, explosions, water, the elements, acts of God, acts of civil or military authorities or public enemy, or other similar cause beyond Owner's control.

## 9. Miscellaneous

- a. The rights and obligations of the parties set forth herein may be altered only by a written amendment or modification executed by the parties hereto.
- b. This Contract is deemed made and governed by the laws of the State of Florida.

IN WITNESS WHEREOF, the parties hereto have set their hands the day and year first written above.

OWNER

WITNESS:

Signature \_\_\_\_\_

Signature \_\_\_\_\_

Print Name/Title \_\_\_\_\_

Print Name/Title \_\_\_\_\_

Home or Cell Phone \_\_\_\_\_  
(For Emergency Contact Only)

SUPERVISOR OF ELECTIONS  
OF BAY COUNTY, FLORIDA

WITNESS:

Signature \_\_\_\_\_

Signature \_\_\_\_\_

Print Name/Title Mark Andersen/SOE \_\_\_\_\_

Print Name/Title \_\_\_\_\_

**POLLING PLACE AGREEMENT**

**Precinct # PCB**

**THIS POLLING PLACE AGREEMENT** entered into on Tuesday, August 04, 2015 by and between City of Panama City Beach (the "Owner"), by and through City Manager Mario Gisbert, and Mark Andersen, Bay County Supervisor of Elections (the "Supervisor").

**NOW, THEREFORE**, in consideration of the mutual covenants and promises herein contained, the parties hereto agree as follows:

**1. Agreement:** Owner shall provide the **Frank Brown Park Community Bldg.** as a polling place for the elections indicated below (the "Polling Place")

**2016 Municipal Super Tuesday**

**Election Day**

**Tuesday, April 19, 2016**

and as possible any subsequent dates necessarily arising due to any special election, or election resulting from the death or resignation of an elected official at federal, state or county level beyond the control of the Supervisor of Elections.

**2. Access to Premises/Polling Place**

- a. Prior to Election Day: Owner or designee shall provide access to the Polling Place either Friday or Monday before election for delivery and storage of election equipment. Equipment should be delivered to (specify storage area). **16200 Panama City Beach Pkwy.**
- b. Election Day: Access to the Polling Place: **Owner will open Polling Place by 5:45 a.m.**
- c. Post-Election Day: Owner or designee shall provide access to the Polling Place for pickup of the election equipment the day after election.

**3. Contact Persons**

Facility's Email Address: jsmith@pcb.gov

Facility's Phone Number: 233-5045

The following person(s) are designated as the Owner's contacts to assure access to the Premises on the applicable Equipment Delivery, Election Days, and Equipment Pick-up.

Contact person: jponek@pcb.gov Phone: 233-5045

Cell phone: 819-3035

Contact person: \_\_\_\_\_ Phone: \_\_\_\_\_

Cell phone: \_\_\_\_\_

**4. Compensation:** As compensation for use of the Premises as Polling Place, the Supervisor shall pay the Owner \$ N/A per election. Payment shall be made within four (4) weeks following each election, and checks shall be payable to Owner and sent to the address first indicated above, unless stated otherwise. (Address, if different from above.) \_\_\_\_\_

## 5. Owner's Responsibilities

- a. Access to the Polling Place shall be available to Precinct Election Officials no later than 5:45 a.m. on Election Day.
- b. The parking lot or parking area at the Premises shall be clear of all obstructions that would impede voter access on Election Day. No other events shall be planned that will affect and limit the amount of available parking for persons coming to vote.
- c. Disability permit-only parking spaces shall be available to voters. Supervisor may provide temporary solutions if unavailable.
- d. All indoor, outdoor and parking area lights shall be operational and in good working order on Election Day.
- e. All electrical outlets in Polling Room shall be in good working order.
- f. Allow unencumbered access to dedicated phone line maintained by the Supervisor of Elections. Clerk needs the ability to contact our office and transmit precinct results on Election Day.
- g. The area outside of 100 ft. from the entrance to the polling location building is the responsibility of the Owner. The Owner should inform solicitors directly if solicitation is not allowed on said property.
- h. The Polling Place shall remain open until officially closed by Supervisor personnel and precinct tabulation is completed.
- i. The Polling Room shall be used exclusively for election business on Election Day, and no other activity shall take place in the Polling Room until Precinct Election Officials complete the tabulation, close and leave the Premises.
- j. The Owner shall provide a secure storage area for election equipment from date of delivery to date of pick-up. The storage area shall remain locked with access available only to designated election personnel.

**6. Authority to Improve Premises/Polling Place:** All cost shall be provided by the Supervisor if the need is determined. The purpose of the improvements is to make the Property compliant with the various laws, rules and regulations governing, among other things, the accessibility of polling locations.

**7. Indemnification; Insurance:** Subject to the limitations set forth in 768.28, Florida Statutes, the parties shall each be responsible for their own acts and omissions in the performance of their duties hereunder, and the acts and omissions of their own employees and agents, and shall indemnify and hold harmless the other party from and against all claims, incurred by the other party arising from such acts and omissions. In addition, each party shall maintain, throughout the term of this Agreement, comprehensive general liability and property liability insurance. As a constitutional officer of Bay County, the Supervisor is self-insured.

**8. Force Majeure:** Owner shall not be liable for any adjustments or suspension of performance, failure of performance or any damages resulting from any of the following: strikes or labor disputes, war stoppages, fire, explosions, water, the elements, acts of God, acts of civil or military authorities or public enemy, or other similar cause beyond Owner's control.

## 9. Miscellaneous

- a. The rights and obligations of the parties set forth herein may be altered only by a written amendment or modification executed by the parties hereto.
- b. This Contract is deemed made and governed by the laws of the State of Florida.

IN WITNESS WHEREOF, the parties hereto have set their hands the day and year first written above.

OWNER

WITNESS:

Signature \_\_\_\_\_

Signature \_\_\_\_\_

Print Name/Title \_\_\_\_\_

Print Name/Title \_\_\_\_\_

Home or Cell Phone \_\_\_\_\_  
(For Emergency Contact Only)

SUPERVISOR OF ELECTIONS  
OF BAY COUNTY, FLORIDA

WITNESS:

Signature \_\_\_\_\_

Signature \_\_\_\_\_

Print Name/Title Mark Andersen/SOE \_\_\_\_\_

Print Name/Title \_\_\_\_\_