

NORTH CAROLINA
MCDOWELL COUNTY

MUNICIPAL AGREEMENT

THIS AGREEMENT made and entered into this the 17th day of January, 2011 by and between the City of Marion, a municipal corporation hereinafter referred to as "Municipality" and the McDowell County Board of Elections hereinafter referred to as "Board of Elections" and the McDowell County Board of Commissioners hereinafter referred to as "Commissioners".

WITNESSETH

THAT, WHEREAS, The above named Municipality will continue its agreement with the Board of Elections to conduct its future municipal elections; and

WHEREAS, The Board of Elections will conduct said municipal elections upon proper execution of this Agreement: and

WHEREAS, Parties to this agreement acknowledge that fair and accurate elections cannot take place without the Board of Elections receiving accurate and complete voting district and voting schedule information from the Municipality sufficiently in advance of the election to assign voters properly; and

WHEREAS, when contracting with a county board of elections for the conduct of its elections, a municipality is required to pay the actual cost of conducting said election. For budgeting purposes, however, the Board of Elections understands that it would benefit municipal officials to have the most accurate estimate of costs possible for allocation of budget revenues.

Barring new laws, annexations, districting, redistricting, ward changes, any other changes by the Municipality and other variables, the Board of Elections does not anticipate the cost of each succeeding election to increase more than ten percent. If it learns that the increase will exceed ten percent, the county board of elections will notify the Municipality as soon as they are aware. The Board of Elections, therefore, estimates that the current year's municipal election costs will not be likely to increase more than ten percent of its most recent odd-numbered election costs billing.

To determine the ten percent estimated increase, the Municipality should refer to its files for the most recent odd-numbered-year election billing with comprehensive sheet showing complete and detailed related charges billed and explanations as to arrival at prorate charges.

NOW, THEREFORE, IT IS MUTALLY UNDERSTOOD AND AGREED BETWEEN THE PARTIES HERETO THAT:

- 1) The Board of Elections shall conduct all elections required by law or duly called by said Municipality, all as by law provided.
- 2) It is the responsibility of the Municipality to provide the Board of Elections with clear and accurate maps, districts, municipal lines, government changes, and proof of preclearance. The Board of Elections cannot assure voters are properly assigned to districts without accurate information to all facts necessary to conduct an election, promptly but in no event less than 90 days before filing begins. A form provided by the Board of Elections will be sent to the Municipality in advance of the filing date giving all information as to the form of government, the offices to be elected and all other dates and relevant election information. This form must be signed by the mayor, city manager, or other designated official and returned to the Board of Elections 30 days before filing begins.
- 3) The Municipality shall pay to the Board of Elections the actual cost of conducting an election within thirty days of receipt of billing, subject to the setoff of retained filing fees and all funds shall be deposited in the McDowell County General Fund. Actual costs of an election shall include, but is not limited to all expenses, travel, actions and labor in the preparation for and conduct of all primaries, runoffs, and elections. Actual costs shall also include expenses, transportation, and labor costs for elections protests, petition examinations, and petition certification that may arise from the election. The Board of Elections shall not be responsible for any expenses arising from litigation from a municipal election, except as to allegations that the Board failed to follow the instructions of the Municipality as to the election or was negligent in the conduct of the election. In addition, if the Municipality requires annexation activation, ward defining, districting, or redistricting work, actual costs will be charged by the Board of Elections to the Municipality in the year of municipal elections. Reference should be made to previous billings for estimated cost of such work that may include mailing of annexation notifications, required overtime of staff and related cost of supplies. The Municipality shall be entitled to a detailed billing for the incurred costs.
- 4) If the Board of Elections conducts an election for said Municipality simultaneously with a countywide elections, all actual expenses incurred for conducting the municipal election in excess of the cost for the countywide election shall be reimbursed by said Municipality to the Board of Elections.
- 5) The number of and compensation of poll workers and voting machine technicians, along with election preparations and training and programming of

voting machines, as well as other matters directly related to any election, shall be determined according to federal election laws, North Carolina Administrative Code and General Statutes of North Carolina by the State Board of Elections and the McDowell County Board of Elections

- 6) The North Carolina State Board of Elections and the McDowell County Board of Elections have jurisdiction over election matters. Therefore, any questions or problems concerning elections, including billing, should be brought directly to the McDowell County Board of Elections for resolution. If not resolved satisfactorily within a reasonable or statutory period, appeals may be made to the North Carolina State Board of Elections under the provisions of NCGS 163-285.
- 7) All municipal filing fees paid to the Board of Elections shall be deposited to the general fund of McDowell County and deducted from the Municipality's election costs. The Municipality will be provided exact written information as to the fees collected.
- 8) The term of this Agreement shall be for a two-year period, commencing on the 17th day of January, 2011 and terminating on January 16, 2013. The term of this Agreement shall be automatically extended for successive two (2) year periods unless either party provides verified hand delivered notice to the other party of its intent to terminate the agreement no later than the first day of December of the year prior the termination is to be effective.
- 9) If the Municipality desires to allow absentee voting in its elections or to eliminate absentee ballots, it shall be the responsibility of the Municipality to comply with the provisions of NCGS 163-302.

IN TESTIMONY WHEREOF, said Municipality has caused this instrument to be executed in its corporate name by its Mayor, its Official Seal to be affixed and attested by its Clerk, and the McDowell County Board of Elections has caused this instrument to be executed in its name by all members and attested by its Director in duplicate originals, the day and year first above written; one duplicate original to be retained by each of the parties hereto.

THIS, THE 18 DAY OF January, 2011.

CITY OF MARION

BY

Stephen R. Little, MAYOR

ATTEST

J. Robert Boyette, CLERK

(Municipal Seal)

APPROVED

Jennifer Jackson, MUNICIPAL ATTORNEY

MCDOWELL COUNTY BOARD OF ELECTIONS

BY

Roy Stepp, CHAIRMAN
Delan Whitson, SECRETARY
Eric Wood, MEMBER

ATTEST:

Kimberly Leary Wellborn, DIRECTOR

APPROVED

Donald Fred Coate, COUNTY ATTORNEY

MCDOWELL COUNTY BOARD OF COMMISSIONERS

BY

Board of Commissioners, CHAIR