

Department of Community Services  
**Voter Registration and Elections Division**



455 Grayson Highway, Suite 200 • Lawrenceville, GA 30046-6388  
(mailing) 75 Langley Drive • Lawrenceville, GA 30046-6935  
(tel) 678.226.7210 • (fax) 678.226.7208

**gwinnettcounty**

February 16, 2017

Jane Whittington, City Clerk  
City of Sugar Hill  
5039 W. Broad Street  
Sugar Hill, GA 30518

Dear Ms. Whittington:

The Gwinnett County Board of Registration and Elections is preparing to assist Gwinnett County Cities in conducting their 2017 Municipal General Elections. In accordance with recommended guidelines, the Board requests that, if your city wishes to receive assistance, you begin executing the attached Intergovernmental Agreements. The agreement outlines the responsibilities of the City as well as those of the Board.

You must also complete the attached request form to indicate the number of each type of equipment you will use in your election.

Please respond by contacting Kelvin Williams in the Gwinnett County Board of Voter Registration and Elections Office no later than **July 1, 2017** to confirm that you plan to enter into an Agreement with the Board for assistance in the conduct of your 2017 Municipal General Election. This will be your point of contact for all matters relating to items covered within the Agreement. Submissions should be in writing and Cities will receive a written acknowledgement of receipt.

Additionally, we must receive a signed agreement from you no later than **September 1, 2017** in order to prepare our presentation for the Gwinnett County Board of Commissioners. Once the Commission approves, we will forward a signed agreement as soon as possible so that the City may continue with their submission to the United States Department of Justice, if needed.

Thank you for your time and attention.

Lynn Ledford, Director  
Gwinnett County Board of Voter Registration and Elections

Enclosures

STATE OF GEORGIA

COUNTY OF GWINNETT

INTERGOVERNMENTAL AGREEMENT BETWEEN THE CITY OF \_\_\_\_\_ AND  
THE GWINNETT COUNTY BOARD OF VOTER REGISTRATIONS AND ELECTIONS FOR  
CITY ELECTIONS BORROWING ELECTION EQUIPMENT

THIS AGREEMENT entered into between the City of \_\_\_\_\_, Georgia, a Municipal Corporation, lying within the County of Gwinnett, Georgia, hereinafter referred to as "City" and the Gwinnett County Board of Registrations and Elections, hereinafter referred to as "Board."

WITNESSETH

WHEREAS, the Georgia General Assembly created the Gwinnett County Board of Registrations and Elections having jurisdiction over the conduct of primaries and elections (1988 Ga. Laws, p. 4296, as amended), and provided that the Board was empowered with all the powers and duties relating to the conduct of elections and registration of voters as election superintendent and board of registrars pursuant to the provisions of Title 21 of the Official Code of Georgia; and

WHEREAS, pursuant to 1988 Ga. Laws, p. 4296, as amended, the Board has the authority to contract with any municipal corporation located within Gwinnett County for the holding by the Board of any primary or election to be conducted within the municipal corporation; and

WHEREAS, recommended guidelines of the Secretary of State concerning municipal use of election equipment recommend that cities and counties enter into intergovernmental agreements outlining the responsibilities and obligations of the election superintendent of the city and the election superintendent of the county; and

WHEREAS, the City and the Board, in the performance of their electoral functions, desire to enter into this contract outlining the duties and obligations of each party to this Agreement in the conduct of any 2017 Municipal Elections for the citizens of the City (hereinafter referred to as the "City Election") as hereinafter described; and

NOW, THEREFORE, in consideration of the premises contained herein, the sufficiency of which is hereby acknowledged, it is hereby agreed by the City and the County as follows:

(I) Conduct of City Election

This Agreement shall govern the use of the Board's Election Equipment by the City for the specified City Election. It is the intent of the parties that the use of the Election Equipment in conduct of the City Election shall be in compliance with all applicable federal, state and local legal requirements.

(2) Term of Agreement

The duties and obligations to be performed pursuant to this Agreement shall commence on \_\_\_\_\_, 2017 and end on December 31, 2017.

(3) Duties and Responsibilities

As used in this subsection the term "City" shall be construed to include the City's designee, agent, or authorized representative. The term "Board" shall be construed to include the Board's designee, agent, or authorized representative.

(a) City

1. The City will be responsible for ordering any and all ballots from its vendor.
2. The City will be responsible for contracting with State approved vendors for programming election equipment and creating Absentee by mail ballots, Provisional voting ballots, Challenge voting ballots and Election Day voting and Advance in person voting.
3. The City will be responsible for obtaining all material forms for the conduct of the election from the Secretary of State's Election Division.
4. The City will be responsible for complying with any and all bilingual election requirements in accordance § 203 of the Voting Rights Act including but not limited to translation and dissemination of election-related materials, Spanish language assistance, and appropriate election/poll official training.
5. The City shall provide the Board with a written request indicating specifically the number of Direct Record Electronic Voting Units (hereinafter referred to as DRE Units) the City needs to borrow 60 days prior to election date.
6. The City shall be responsible for obtaining, if needed, Optical Scan Voting Units (hereinafter referred to as "OS Units") for use in scanning and tabulation of absentee, challenge, advance in person and provisionally voted ballots.
7. The City shall mark voters on the paper Electors List that is provided by the Board.
8. The City will use a DRE Unit for card creating purposes.
9. The City will be responsible for and will conduct its own Logic and Accuracy Testing on all equipment.
10. The City will be responsible for hiring and training its own poll officials.
11. The City will be responsible for any training of its staff through Kennesaw State University Center for Elections (hereinafter referred to as "KSU") and/or the Secretary of State's Office.
12. The City will be responsible for conducting all aspects of the City Election.
13. The City will be responsible for certifying its own election results using the tapes printed from the DRE Units and the OS Units.

(b) Board and/or Elections Supervisor

1. The Board shall provide the City with a paper Electors List to be used for marking voters.
2. The Board shall provide the City with the specified number of units requested, including peripherals including the voters with disability kit and thermal tape used in the units for tabulation of results.

(c) The Board and the City agree to mutually discuss and schedule dates and times for the City to pick-up the DRE Units. The Board and the City further agree to mutually set a date and time the City will return the DRE Units, to the Board.

(4) Costs

Any and all costs associated with the conduct of the City Election shall be the responsibility of the City.

(5) Legal Responsibilities

To the extent permitted under Georgia Law, the City shall be solely responsible for any liability resulting from any claims or litigation arising from or pertaining to the City Election.

(6) Miscellaneous

(a) The terms of this Agreement shall not be altered, amended, or modified except in writing signed by duly authorized officers or representatives of the parties.

(b) This Agreement shall be construed under the laws of the State of Georgia.

(c) If any paragraph, subparagraph, sentence, clause, phrase, or any portion of this Agreement shall be declared invalid or unconstitutional by any court of competent jurisdiction, such invalidity shall not be construed to affect the portions of this Agreement not held to be invalid.

(d) Any notice of communications hereunder shall be in writing, addressed as follows:

City: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Board: Kelvin Williams, Elections Coordinator  
75 Langley Drive  
Lawrenceville, GA 30046  
kelvin.williams@gwinnettcountry.com

(e) This Agreement shall be exclusively for the benefit of the City and the Board and shall not provide any third parties with any remedy, claim, liability, reimbursement, cause of action, or other right.

(f) The performance of either party hereunder shall be excused if such party is reasonably precluded from performance by the occurrence of an Uncontrollable Circumstance, which shall be defined as follows: Any act, event, or condition, or any combination thereof, that is beyond the reasonable control of the party relying on the same and that materially interferes with the performance of the party's obligations, to include, but not be limited to, (a) acts of God; (b) fire, flood, hurricane, tornado, and earthquakes; (c) the failure of any utility provider to provide and maintain utility services through no fault of the party; and (d) the preemption, confiscation, diversion, destruction, or other interference in possession or performance or supply of materials or services, by or on behalf of, or with the

authority of, a governmental body in connection with a declared or asserted public emergency by an entity other than one of the parties.

- (g) Each of the individuals who execute this Agreement agrees and represents that he or she is authorized to execute this Agreement on behalf of the respective party.

IN WITNESS WHEREOF, the parties have hereunto set their hands and affixed their seals this \_\_\_\_\_ day of \_\_\_\_\_, 2017.

City of \_\_\_\_\_:

\_\_\_\_\_

By: \_\_\_\_\_, Mayor

Attest:

\_\_\_\_\_

City Clerk, Seal

Gwinnett County Board of Registrations and Elections:

\_\_\_\_\_

By: Stephen Day, Chair

Attest:

\_\_\_\_\_

Lynn Ledford, Elections Supervisor

For the City of \_\_\_\_\_

Completed By: \_\_\_\_\_

Date: \_\_\_\_\_

Please complete the Number Requested column to indicate the requested amount of each item.

| <b>Election Equipment</b>  | <b>Number Requested</b> |
|--|-------------------------|
| <b>DRE (Direct Record Electronic) Voting Unit</b><br>Includes power cord, privacy panel, and thermal tape. |                         |
| <b>InPerson Absentee Voting</b>  |                         |
| <b>Election Day Voting</b>   |                         |
| <b>Optical Scan Unit</b><br>Includes power cord, printer ribbon, and tape.                                 |                         |

| <b>Memory Cards</b>             | <b>Number Requested</b> |
|---------------------------------|-------------------------|
| <b>DRE Memory Cards</b>         |                         |
| <b>InPerson Absentee Voting</b> |                         |
| <b>Election Day Voting</b>      |                         |
| <b>OS Memory Cards</b>          |                         |
| <b>Absentee Voting</b>          |                         |
| <b>Election Day Voting</b>      |                         |
| <b>Provisional Voting</b>       |                         |

| <b>Miscellaneous Necessary Components</b> | <b>Number Requested</b> |
|---|-------------------------|
| <b>VWD (Voter With Disability) Kit</b>    |                         |
| <b>Voter Access Cards</b>                 |                         |
| <b>Supervisor Cards</b>                   |                         |
| <b>Keys for DRE Unit</b>                  |                         |
| <b>Security Cable with Lock and Key</b>   |                         |
|   |                         |
|   |                         |