


MEMORANDUM

TO: Mayor and City Council

FROM: Jane Whittington, City Clerk 

DATE: April 5, 2021

RE: Intergovernmental Agreement for Election Equipment

The city will be holding a general election on November 2, 2021 for two Council seats and the Mayor. Gwinnett County Registration and Elections requires the city to sign an intergovernmental agreement for the use of their election equipment. The city will use their equipment for election day and also contract with Dominion Voting for ballot set-up and Logic and Accuracy testing.

Staff recommends that the Council approve the attached Intergovernmental Agreement with Gwinnett County Board of Voter Registrations and Elections for use of election equipment and authorize the Mayor to sign it.

STATE OF GEORGIA

COUNTY OF GWINNETT

INTERGOVERNMENTAL AGREEMENT BETWEEN THE CITY OF _____ AND THE
GWINNETT COUNTY BOARD OF VOTER REGISTRATIONS AND ELECTIONS FOR USE OF
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 2021 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:

(1) Conduct of City Election

This Agreement shall govern the use of the Board's Election Equipment by the City for the Election in the City of _____. 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 _____, 2021 and end on December 31, 2021.

(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 Ballot Marking Devices (hereinafter referred to as BMDs), if any, that the City needs to borrow, as soon as possible, but no less than 60 days prior to election date.
6. The City shall provide the Board with a written request indicating specifically the number of Optical Scanners (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 may use a Ballot Marking Device for ballot marking purposes.
9. The City may use printers to print ballots created by the Ballot Marking Device.
10. The City may use optical scanners to scan the printed ballot generated from the printer and created by the Ballot Marking Device
11. The City will be responsible for purchasing specialized security ballot paper from state approved vendor, if BMDs are used for ballot marking purposes.
12. The City will be responsible for and will conduct its own Logic and Accuracy Testing on all equipment.
13. The City will be responsible for hiring and training its own poll officials.

14. The City will be responsible for any training of its staff through _____ and/or the Secretary of State's Office.

15. The City will be responsible for conducting all aspects of the City Election.

16. The City will be responsible for certifying its own election results using the tapes printed from the scanners.

(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 BMD's and/or OS units and peripheral items as requested.

(c) The Board and the City agree to mutually discuss and schedule dates and times for the City to pick-up the requested equipment. The Board and the City further agree to mutually set a date and time the City will return the requested equipment 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. In the event that any of the equipment and/or components become damaged, corrupted, or no longer usable due to the City's use of such equipment and/or components, the City agrees that it will reimburse the County's replacement costs.

(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, Assistant Elections Supervisor
455 Grayson Highway Suite 200
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 _____, 2021.

City of _____:

By: _____, Mayor

Attest:

City Clerk, Seal

Gwinnett County Board of Registrations and Elections:

By: Alice O' Lenick, Chair

Attest:

Kristi L. Royston, Elections Supervisor



January 12, 2021

Dear Election Official,

Thank you for allowing us to provide your county with election support in 2020. As we transition away from the State contract, we want to assure you that the same level of quality support is available for your county and local elections for 2021. We have been contacted by a number of jurisdictions in this regard and we want to make sure that we have adequate information in order to provide the support you desire.

If you have one or more elections in 2021 and desire support from Dominion, we ask you review the following questions and provide us with your responses:

	Election #1	Election #2	Election #3	Election #4
Type of Election				
Election Date				
Advanced Voting Start Date				
SERVICES				
Ballot Set Up (Y or N)				
Test Deck files for your printer (Y or N)				
# days onsite L&A Support				
# days onsite AV Support				
Election Day support (M-T-W)				
Election Day support (M-F)				
# days post-election support				
Additional Staff Training/type				
Any other services desired				

Pricing for our Three (3) Day Election Day On-Site Technical Support is **\$4,500.00**. This includes travel on Monday morning and Wednesday afternoon. We also offer Five (5) Day Election Day On-site Technical Support priced at **\$8,500.00**. This package includes travel on Monday morning and Friday afternoon. All other on-site services are charged at **\$2,000.00** per day per person.

Ballot Set Up is priced at a minimum of **\$3,500.00** per election (**\$4,500.00** per election with two languages) for counties with 200 or less precincts. Custom Ballot Set Up charges for counties with greater than 200 precincts will be quoted. Test deck files are priced at **\$16.00** per precinct for the first test deck file and **\$5.00** per precinct for any additional test deck file.

For Dominion to provide an accurate quote and to plan for resources needed, we greatly appreciate your responses.

Thank you.

Dominion Voting