

STATE OF GEORGIA
COUNTY OF CLAYTON
CITY OF FOREST PARK

Adopted by the Forest Park Mayor and Council on this ____ day of _____, 2023.

Resolution No. _____

A RESOLUTION CALLING FOR THE CITY COUNCIL OF THE CITY OF FOREST PARK, GEORGIA, TO AUTHORIZE CITY OFFICIALS TO ENTER INTO AN INTERGOVERNMENTAL AGREEMENT WITH THE CLAYTON COUNTY BOARD OF ELECTIONS AND REGISTRATION FOR ELECTION EQUIPMENT AND TO PROVIDE FOR AN EFFECTIVE DATE.

WHEREAS, Forest Park is permitted to conduct municipal elections; and

WHEREAS, the City of Forest Park has its own Electronic Voting Units and requests the use of the Board's equipment to accommodate the electors of the city; and

WHEREAS, the Constitution of the State of Georgia provides that governments and public agencies may contract with one another to provide services, facilities, or equipment pursuant to Article IX, Section 3, Paragraph 1(a) and (b); and

WHEREAS, the Clayton County Board of Elections and Registration is the custodian of certain State owned election equipment that can be loaned to various municipalities in Clayton County to conduct elections.

NOW, THEREFORE, BE IT RESOLVED, that the Mayor and Council authorize the entry of the attached Intergovernmental Agreement with Clayton County Board of Elections and Registration for Election equipment; authorize the Mayor to execute the document on behalf of the City; and provide for an effective date.

SO RESOLVED, this ____ day of _____, 2023.

INTERGOVERNMENTAL AGREEMENT

This agreement made and entered into this _____ by and between Clayton County Board of Elections and Registration (hereinafter referred to as “the Board”) and the City of Forest Park, a political subdivision of the State of Georgia (hereinafter referred to as “Forest Park”).

ARTICLE 1

PURPOSE OF AGREEMENT

The purpose of Intergovernmental Agreement is to provide the City of Forest Park with equipment to conduct its municipal election with State owned equipment on loan from the Clayton County Board of Elections. In order to facilitate the City of Forest Park’s municipal election process the parties have agreed as follows:

1. Responsibilities of Parties

- A. The County Election Superintendent shall supply the following equipment to the City of Forest Park:
 - 1. (3) Image Cast Precinct Scanner (ICP)
 - 2. (3) Ballot Plastic Box for ICP
 - 3. And other peripherals associated with the ICX Voting System (Dominion Voting System)
- B. The County Election Superintendent shall supply to the City of Forest Park one (1) Ballot Marking Device and all equipment needed to be used as a Demonstrator Unit.
- C. The County Election Superintendent shall designate a date, time and place for the City of Forest Park to retrieve and return the items listed under Section 1(A) of this agreement.
- D. A state Election Equipment Log, attached herein as “Exhibit A” shall be maintained by both parties of this agreement.
- E. _____ will be the contractor for the City of Forest Park to supply the following:
 - 1. Provide programming services.
 - 2. Training of Election Superintendent, Deputy Election Superintendent, Poll Manager, two (2) Assistant Managers and two (2) Clerks.
 - 3. Conducting the Logic and Accuracy Testing.
 - 4. Technical Support on Election Day.
 - 5. Chain of Custody report, attached herein as “Exhibit B” shall be executed.
- F. The City of Forest Park shall be responsible for retrieving and returning voting equipment.
- G. The City of Forest Park shall be responsible for the printing of Absentee Ballots.

- H. The City of Forest Park shall hire an experienced poll manager and two assistant managers
- I. The City Election Superintendent shall train the Poll Clerks.
- J. The Elections Superintendent and staff shall attend the state mandated training prior to the election.
- K. All City of Forest Park election's staff shall sign an Oath of Custodians and Deputy custodians of Ballot Marking Devices as required by the Georgia Elections Code, attached herein as "Exhibit C."

2. Costs to the City of Forest Park:

- A. There is no charge to Forest Park for actual use of the state-owned voting systems.
- B. Forest Park is responsible for any damage to the voting units and peripherals in its possession that is not covered under the State of Georgia's warranty. (Note: The voting machines are no longer under warranty with the State)

ARTICLE II

DURATION OF AGREEMENT

This Agreement shall be effective from _____, 2023 to December 31, 2023. This Agreement shall terminate absolutely and without further obligation on the part of either party upon expiration of aforementioned period.

ARTICLE III

- 1. This Agreement in no way is deemed to create a debt incurred by the City of Forest Park for the payment of any sum.
- 2. This Agreement constitutes the entire Agreement and understanding among the parties hereto and supersedes and revokes any prior agreement or understanding relating to the subject matter of this Agreement. No change, amendment, termination, or attempted waiver of any of the provisions herein shall be binding upon the other parties unless reduced to writing and signed by all parties hereon.
- 3. Nothing contained in the Agreement shall create a contractual relationship with or a cause of action in favor of a third party against Forest Park.
- 4. This Agreement may not be assigned by either party hereto without written agreement by both parties. This Agreement and the rights of the parties hereunder shall be binding upon and inure to the benefit of the parties hereto and their respective successors and, if applicable, or assigns.
- 5. Any notices or communications required or permitted hereunder shall be sufficiently given if sent by Registered or Certified Mail, Return Receipt Requested, Prepaid Postage, and addressed as follows:

As to the Clayton County Board of Elections and Registration:

Shauna Dozier, Director of Elections and Registration
Jonesboro Historical Courthouse
Main Floor
121 South McDonough Street
Jonesboro, Georgia 30236

As to the City of Forest Park, Georgia:

S. Diane White City Clerk
745 Forest Parkway
Forest Park, Georgia 30297

6. The captions used in this Agreement are inserted for convenience only and shall not constitute a part hereof.
7. No waiver by either party of any default by the other party in the performance of any provision of this Agreement shall operate as to be construed as a waiver of any future default, whether like or difference in character.
8. This Agreement shall be governed and construed in accordance with the laws of the State of Georgia.
9. If any provision of this Agreement, or application thereof to any person or circumstance, shall to any extent be invalid, then such provision shall be modified if possible, to fulfill the intent of the parties as reflected in the original provision, the remainder of this Agreement or the application of such provision to persons or circumstances other than those as to which it is held invalid, shall not be affected thereby, and each provision of this Agreement shall be valid and enforced to the fullest extent permitted by law.

IN WITNESS WHEREOF, the parties hereto have each executed and delivered this Agreement on this _____ day of _____ 2023.

CITY OF FOREST PARK

By:

Angelyne Butler, Mayor

Attested by:

S. Diane White City Clerk

Approved as to form:

City Attorney

CLAYTON COUNTY BOARD OF ELECTIONS AND REGISTRATIONS

By:

Clayton County Board of Elections and Registration

Attested by:

Shauna Dozier, Director

Approved as to form:

E. Charles Reed, Jr., Chief Staff Attorney