

**INTERGOVERNMENTAL AGREEMENT FOR THE  
PROVISION OF ELECTION EQUIPMENT  
BETWEEN FULTON COUNTY, GEORGIA and  
CITY OF MILTON, GEORGIA**

THIS INTERGOVERNMENTAL AGREEMENT ("IGA" or "Agreement") is entered into this 5<sup>th</sup> day of June, 2023, between Fulton County, Georgia ("County"), a political subdivision of the State of Georgia, and the City of Milton, Georgia ("City"), a municipal corporation lying wholly or partially within the County (each a "Party" and collectively the "Parties"). The purpose of this IGA is to govern the City's use of certain election equipment which is owned by the State of Georgia but provided to the County for use or distribution (the "Equipment").

**WHEREAS**, the Parties to this Agreement are both governmental units; and

**WHEREAS**, the Parties desire to maintain a mutually beneficial, efficient, and cooperative relationship that will promote the interests of the citizens of both jurisdictions; and

**WHEREAS**, O.C.G.A. § 21-2-300(e)(1) authorizes the County to contract with the City for the use of Equipment; and

**WHEREAS**, pursuant to O.C.G.A. § 21-2-300(e)(2), the County may not levy a fee for the City's use of Equipment; and

**WHEREAS**, the City desires to contract with the County to utilize the Equipment in the City's 2023 general election and potential runoff elections in compliance with applicable law; and

**WHEREAS** the County is the custodian of the Equipment which can be loaned to the City to conduct elections; and

**NOW THEREFORE**, in consideration of the following mutual obligations, the Parties agree to the following:

**ARTICLE 1 - EQUIPMENT**

The Equipment provided to the City by the County shall consist of:

<b>Equipment</b>	<b>Quantity</b>
Privacy screens for voting	30
Poll pads with data and printer (including charging cables, stylus, ID tray, and base/stand)	14

## ARTICLE 2 - TERM OF AGREEMENT

This Agreement shall commence on the date that it is executed by the Chairman of the Fulton County Board of Commissioners and will terminate on December 31, 2023, unless otherwise terminated as set forth herein.

## ARTICLE 3 - DUTIES AND RESPONSIBILITIES

3.1 The County, the County Board of Registration and Elections, the County Election Superintendent, their employees, and their agents **SHALL NOT** be responsible for providing the City with (i) election services, (ii) election consulting services, (iii) election support services, (iv) technical support services, or (v) personnel services, related to the City's scheduled elections for the year 2023, or for the payment of any costs or expense associated with conducting the City's scheduled elections for the year 2023.

3.2 The City shall be responsible for:

1. Transporting the Equipment from the County's possession to the location in which the City intends to utilize the Equipment, at a date and time agreed upon by Parties.
2. Transporting the Equipment from the City's possession to the County's possession within \_\_ days after the City's 2023 general election or within \_\_ days after the City's runoff election.
3. Ordering any and all ballots from a vendor of the City's choice.
4. 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 ballots and Advance in person voting ballots.
5. Obtaining all materials for the conduct of the election which are necessary and in compliance with Georgia Election Law and the Georgia's State Election Board ("S.E.B") regulations.
6. Utilizing and maintaining the Equipment in compliance with State and Federal Law and S.E.B. regulations.
7. Purchasing specialized security ballot paper from a state approved vendor, if ballot marking devices ("BMDs") are used for ballot marking purposes.
8. Conducting its own Logic and Accuracy Testing on all Equipment.
9. Hiring and training its own poll officials.

10. Training its staff to utilize the Equipment in the performance of election services in conformance with State and Federal Law and existing policies promulgated by the State Election Board.
11. Conducting all aspects of the City's 2023 scheduled elections.
12. Certifying its own election results.

#### **ARTICLE 4 - COMPENSATION AND CONSIDERATION**

Pursuant to O.C.G.A. § 21-2-300(e)(2), the County shall not levy a fee for the City's use of the Equipment.

#### **ARTICLE 5 - LEGAL RESPONSIBILITIES**

5.1 The City shall be solely responsible for any liability resulting from any claims or litigation (including election challenges) arising from or pertaining to the City's use of the Equipment. The City further agrees to reimburse the County for all costs, including, but not limited to, court costs and attorney fees for the County Attorney or outside counsel incurred by the County as a result of any such claim or litigation (including election challenges) arising from the City's use of the Equipment. The City shall make payment of such reimbursements to the County within thirty (30) days of receipt of any invoice for reimbursement from the County.

5.2 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 for the full repair or replacement costs for the Equipment.

#### **ARTICLE 6 - RECORDKEEPING AND REPORTING**

6.1 The City shall be the central repository for all records in connection with the City's 2023 election and shall be responsible for making available public records, as defined and required by the Georgia Open Records Act, O.C.G.A. § 50-18-70, *et seq.*, O.C.G.A. § 21-2-51 and O.C.G.A. § 21-2-72, now and as they may be amended hereafter.

7.2 Except as limited by any provision of State or Federal Law, the County may request, review and access data and City records created in connection with the City's use of the Equipment, at a mutually agreed upon time to ensure compliance with this Agreement.

#### **ARTICLE 7 - AUTHORIZATION**

Each of the individuals executing this Agreement on behalf of his or her respective Party agrees and represents to the other Party that he or she is authorized to do so and further agrees and represents that this Agreement has been duly passed upon by the required governmental agency or council in accordance with all applicable laws and spread upon the minutes thereof. The Parties



#### **ARTICLE 10 - NON-ASSIGNABILITY**

Neither Party shall assign any of the obligations or benefits of this Agreement.

#### **ARTICLE 11 - ENTIRE AGREEMENT**

The Parties acknowledge, one to the other, that the terms of this Agreement constitute the entire understanding and Agreement of the Parties regarding the subject matter of the Agreement. This Agreement constitutes the entire understanding and agreement between the Parties concerning the subject matter of this Agreement and supersedes all prior oral or written agreements or understandings. No representation oral or written not incorporated in this Agreement shall be binding upon the City or the County. All Parties must sign any subsequent changes in the Agreement.

#### **ARTICLE 12 - SEVERABILITY, VENUE AND ENFORCEABILITY**

If a court of competent jurisdiction renders any provision of this Agreement (or portion of a provision) to be invalid or otherwise unenforceable, that provision or portion of the provision will be severed, and the remainder of this Agreement will continue in full force and effect as if the invalid provision or portion of the provision were not part of this Agreement. No action taken pursuant to this Agreement should be deemed to constitute a waiver of compliance with any representation, warranty, covenant or agreement contained in this Agreement and will not operate or be construed as a waiver of any subsequent breach, whether of a similar or dissimilar nature. This Agreement is governed by the laws of the state of Georgia without regard to conflicts of law principles thereof. Should any Party institute suit concerning this Agreement, venue shall be in the Superior Court of Fulton County, Georgia. Should any provision of this Agreement require judicial interpretation, it is agreed that the court interpreting or construing the same shall not apply a presumption that the terms hereof shall be more strictly construed against one Party by reason of the rule of construction that a document is to be construed more strictly against the Party who itself or through its agent prepared the same, it being agreed that the agents of all Parties have participated in the preparation hereof.

#### **ARTICLE 13 - BINDING EFFECT**

This Agreement is intended for the benefit of the Parties hereto and is not for the benefit of, nor may any provision hereof be enforced by, any other person.

#### **ARTICLE 14 - COUNTERPARTS**

This Agreement may be executed in several counterparts, each of which shall be an original, and all of which shall constitute but one and the same instrument. Electronic signatures shall have the same weight and effect of wet signatures.

IN WITNESS WHEREOF, the City and County have executed this Agreement through their duly authorized officers on the day and year first above written.

**FULTON COUNTY, GEORGIA**

\_\_\_\_\_  
Robert L. Pitts, Chairman  
Fulton County Board of Commissioners

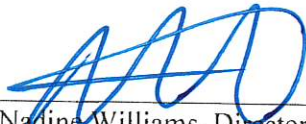
\_\_\_\_\_  
DATE:

Attest: \_\_\_\_\_  
Tonya R. Grier, Clerk to Commission

**APPROVED AS TO FORM:**

\_\_\_\_\_  
Y. Soo Jo, County Attorney

**APPROVED AS TO SUBSTANCE:**

  
\_\_\_\_\_  
Nadine Williams, Director  
Fulton County Department of Registration  
and Elections

[Signatures Continued on Following Page]

