



CITY OF JONESBORO
Special Called Meeting
1859 CITY CENTER WAY
January 18, 2023 – 6:00 PM

NOTE: As set forth in the Americans with Disabilities Act of 1990, the City of Jonesboro will assist citizens with special needs given proper notice to participate in any open meetings of the City of Jonesboro. Please contact the City Clerk's Office via telephone (770-478-3800) or email at rclark@jonesboroga.com should you need assistance.

Agenda

- I. CALL TO ORDER - MAYOR PRO TEM TRACEY MESSICK**
- II. ROLL CALL - RICKY L. CLARK, JR., CITY MANAGER**
- III. ADOPTION OF AGENDA**
- IV. AGENDA ITEMS**
 1. Discussion regarding Clayton County Board of Elections conducting the 2023 City of Jonesboro Special Election.
- V. ADJOURNMENT**



CITY OF JONESBORO, GEORGIA COUNCIL
Agenda Item Summary

Agenda Item #

4.1

- 1

COUNCIL MEETING DATE
January 18, 2023

Requesting Agency (Initiator)

Office of the City Manager

Sponsor(s)

Requested Action (Identify appropriate Action or Motion, purpose, cost, timeframe, etc.)

Discussion regarding Clayton County Board of Elections conducting the 2023 City of Jonesboro Special Election.

Requirement for Board Action (Cite specific Council policy, statute or code requirement)

Is this Item Goal Related? (If yes, describe how this action meets the specific Board Focus Area or Goal)

Yes Innovative Leadership

Summary & Background

(First sentence includes Agency recommendation. Provide an executive summary of the action that gives an overview of the relevant details for the item.)

The purpose of this item is to discuss updated pricing information received from Clayton County Board of Elections with regards to them conducting the City of Jonesboro Special Election.

Email Correspondence from Clayton County Elections Director Shauna Dozier:

On Jan 13, 2023, at 12:53 AM, Shauna Dozier <Shauna.Dozier@claytoncountyga.gov> wrote:

Commissioner Davis,

After speaking with you regarding the City of Jonesboro per your request I am sending you an additional Exhibit that will display the cost of the election should the City of Jonesboro decide to utilize the advance voting sites we have already established for the Sheriff's race. Based on our discussion I included a \$1,000 administration fee for the work that I have completed associated with the City of Jonesboro along with the administrative work that has to be done associated with this election. There are two attachments: the first is if they City of Jonesboro wants an early voting location, the other without but includes a flat \$1,000 administrative fee.

The goal is to ensure that we provide the most cost efficient service to our voters by allowing them to vote on all races in which they are eligible to vote in without having to drive to multiple locations. Further, given that we have a county wide election, all of our equipment will be dedicated to conducting our election, which would make it difficult to all any municipality to utilize at this time without causing us a hardship. Should the City of Jonesboro change their request from the IGA to use the equipment to conduct their own election to a request for us to conduct their election, I will take the request to the Board of Registration and Elections at the upcoming Regular Board meeting that will be held on

Tuesday, February 7, 2023.

From: Shauna Dozier <Shauna.Dozier@claytoncountyga.gov>

Sent: Thursday, January 12, 2023 12:06 PM

To: Ricky, L. Clark, Jr. <rclark@jonesboroga.com>

Subject: City of Jonesboro Exhibit B Estimate

Mr. Clark,

FOLLOW-UP APPROVAL ACTION (City Clerk)

Typed Name and Title

Ricky L. Clark, City Manager

Date

January, 18, 2023

Signature

City Clerk's Office

Post Board of Registration and Elections meetings, the Board approved the City of Jonesboro's request to enter into IGA to use the voting equipment to conduct the Special Election for the city.

In the interest of the Clayton County Voters to eliminate them from going to vote at multiple locations for multiple elections, I would like to make a request for the City of Jonesboro in this situation to reconsider this option and work with us to conduct your special election on the City of Jonesboro's behalf.

I understand that you had to present the information that I provided to you in order for your City Council to make a decision, however with the changes in which we will be conducting two county wide special elections it would be most beneficial for us to conduct the election on behalf of the City of Jonesboro.

The Exhibit that was given to you was solely the standard estimate that I provide to all cities that are interested as if we are only conducting your election. This is a quick way to show you the majority of cost associated. But it is an estimate.

There will still be an associated cost depending on how customized you would like to have the election. The bulk of cost is personnel, if you want to have an early voting location at the city of Jonesboro instead of utilizing the early voting sites we have established for the other special elections. If you do not want to have a site at the City of Jonesboro, this will reduce the estimate significantly.

If your City Council is still interested please let me know and if so are you interested in having an early voting location at the City of Jonesboro. I have attached a bare minimum cost estimate for you to consider.

Staff Summary:

The updated pricing is included as an attachment to the agenda item.

Previous Summary from January Meeting.

The purpose of this agreement is for the County Elections Department to provide the City of Jonesboro with equipment to conduct its Municipal Election with the State-owned equipment on loan from the Clayton County Board of Elections. To facilitate the City of Jonesboro's election process, the parties must agree as follows:

The County Election Superintendent shall supply equipment to the City of Jonesboro for the Special Election & Municipal Election:

1. Responsibilities of Parties.

A. The County Election Superintendent shall supply the following equipment to the City of Jonesboro:

1. Eight (8) Image Cast X (ICX);
2. Eight (8) Ballot Marking Printer;
3. Four (4) Uninterrupted Power Supply (UPS);
4. Four (4) Memory Cards (2 per ICP);
5. Two (2) Poll Worker Smart Cards;
6. One (1) Audio Tactile Interface Kit (ATI) which includes the following:
ATI USB, ATI cable, and ATI headphones;
8. Two (2) Technician Smart Cards;

9. Forty (40) Voter Smart Cards;
10. Two (2) Image Cast Precinct Scanner (ICP);
11. Two (2) Ballot Plastic Box for ICP;
12. One (1) USB Flash Drive;
13. Ten (10) Privacy Screen;
14. Two (2) ICP Scanner Paper Roll; and
15. Other peripherals associated with the ICX Voting System (Dominion Voting System)

- B. The County Election Superintendent shall supply to the City of Jonesboro 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 Jonesboro to retrieve and return the items listed under Section 1(A) of this agreement.

City Staff has identified Dominion Voting Systems to assist with the programming of the ballots, training of staff, conducting the Logic & Accuracy Testing and Technical Support on Election Day.

This agreement is in advance of our Special 2023 Municipal Election.

Fiscal Impact

(Include projected cost, approved budget amount and account number, source of funds, and any future funding requirements.)

Exhibits Attached *(Provide copies of originals, number exhibits consecutively, and label all exhibits in the upper right corner.)*

- RES 2023-001 - Election Equipment IGA (Jonesboro)
- Estimate Jonesboro Budget 2023
- Estimate Jonesboro Budget 2023 B (UPDATED ESTIMATE)

Staff Recommendation *(Type Name, Title, Agency and Phone)*

Approval

STATE OF GEORGIA
COUNTY OF CLAYTON
CITY OF JONESBORO

RESOLUTION NO. 2023-001

A RESOLUTION BY THE CITY COUNCIL OF THE CITY OF JONESBORO, GEORGIA TO APPROVE AND AUTHORIZE THE MAYOR TO EXECUTE AN INTERGOVERNMENTAL AGREEMENT WITH THE CLAYTON COUNTY BOARD OF ELECTIONS AND REGISTRATION FOR ELECTION EQUIPMENT; TO PROVIDE FOR AN EFFECTIVE DATE; AND FOR OTHER PURPOSES.

WHEREAS, the governing authority of the City of Jonesboro, Georgia (the “City”) are the Mayor and Council thereof; and

WHEREAS, the City is permitted under Georgia law to conduct municipal elections; and

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

WHEREAS, the City has does not own Electronic Voting Units and desires to utilize the Board’s State-owned election equipment to accommodate the electors of the City; and

WHEREAS, the City and the Board are authorized by Art. IX, Sec. III, Par. I of the Constitution of the State of Georgia to contract for any period not exceeding fifty (50) years for the provision of facilities, services, or equipment which they are authorized by law to provide; and

Attachment: RES 2023-001 - Election Equipment IGA (Jonesboro) (3301 : IGA - Elections Equipment)

WHEREAS, pursuant to such legal authority, the City desires to enter into an intergovernmental agreement with the Board to utilize such election equipment.

**NOW THEREFORE, BE IT AND IT IS HEREBY RESOLVED BY THE
MAYOR AND COUNCIL OF THE CITY OF JONESBORO, GEORGIA**, as follows:

Section 1. The governing authority hereby approves and authorizes the Mayor to execute the Intergovernmental Agreement with Clayton County Board of Elections and Registration for Election equipment, which is attached hereto as Exhibit “A” and incorporated herein by reference.

Section 2. (a) It is hereby declared to be the intention of the Mayor and Council that all sections, paragraphs, sentences, clauses and phrases of this Resolution are or were, upon their enactment, believed by the Mayor and Council to be fully valid, enforceable and constitutional.

(b) It is hereby declared to be the intention of the Mayor and Council that, to the greatest extent allowed by law, each and every section, paragraph, sentence, clause or phrase of this Resolution is severable from every other section, paragraph, sentence, clause or phrase of this Resolution. It is hereby further declared to be the intention of the Mayor and Council that, to the greatest extent allowed by law, no section, paragraph, sentence, clause or phrase of this Resolution is mutually dependent upon any other section, paragraph, sentence, clause or phrase of this Resolution.

(c) In the event that any phrase, clause, sentence, paragraph or section of this Resolution shall, for any reason whatsoever, be declared invalid, unconstitutional or otherwise unenforceable by the valid judgment or decree of any court of competent jurisdiction, it is the express intent of the Mayor and Council that such invalidity, unconstitutionality or

unenforceability shall, to the greatest extent allowed by law, not render invalid, unconstitutional or otherwise unenforceable any of the remaining phrases, clauses, sentences, paragraphs or sections of the Resolution and that, to the greatest extent allowed by law, all remaining phrases, clauses, sentences, paragraphs and sections of the Resolution shall remain valid, constitutional, enforceable, and of full force and effect.

Section 3. All resolutions and parts of resolutions in conflict herewith are hereby expressly repealed.

Section 4. The Preamble of this Resolution shall be considered to be and is fully incorporated by reference herein.

Section 5. The effective date of this Resolution shall be the date of adoption unless otherwise specified herein.

SO RESOLVED, this _____ day of _____, 2023.

CITY OF JONESBORO, GEORGIA,

Joy Day, Mayor

ATTEST:

Ricky L. Clark, Jr., City Clerk

APPROVED AS TO FORM BY:

City Attorney

EXHIBIT “A”

Intergovernmental Agreement Attached

Attachment: RES 2023-001 - Election Equipment IGA (Jonesboro) (3301 : IGA - Elections Equipment)

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 Jonesboro, a political subdivision of the State of Georgia (hereinafter referred to as “Jonesboro”).

ARTICLE 1

PURPOSE OF AGREEMENT

The purpose of Intergovernmental Agreement is to provide the City of Jonesboro 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 Jonesboro’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 Jonesboro:
 1. Eight (8) Image Cast X (ICX);
 2. Eight (8) Ballot Marking Printer;
 3. Four (4) Uninterrupted Power Supply (UPS);
 4. Four (4) Memory Cards (2 per ICP);
 5. Two (2) Poll Worker Smart Cards;
 6. One (1) Audio Tactile Interface Kit (ATI) which includes the following:
ATI USB, ATI cable, and ATI headphones;
 8. Two (2) Technician Smart Cards;
 9. Forty (40) Voter Smart Cards;
 10. Two (2) Image Cast Precinct Scanner (ICP);
 11. Two (2) Ballot Plastic Box for ICP;
 12. One (1) USB Flash Drive;
 13. Ten (10) Privacy Screen;
 14. Two (2) ICP Scanner Paper Roll; and
 15. Other peripherals associated with the ICX Voting System (Dominion Voting System)
- B. The County Election Superintendent shall supply to the City of Jonesboro 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 Jonesboro 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. Dominion Voting Systems will be the contractor for the City of Jonesboro 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 Jonesboro shall be responsible for retrieving and returning voting equipment.

G. The City of Jonesboro shall be responsible for the printing of Absentee Ballots.

H. The City of Jonesboro shall hire an experienced poll manager and two assistant managers

I. The City Election Superintendent shall train the Poll Clerks.

J. The City Election Superintendent and staff shall attend the state mandated training prior to the election.

K. All of the City of Jonesboro 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 Jonesboro:

A. There is no charge to Jonesboro for actual use of the state-owned voting systems.

B. Jonesboro 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

MISCELLANEOUS

1. This Agreement in no way is deemed to create a debt incurred by the City of Jonesboro 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 Jonesboro.
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 Jonesboro, Georgia:

Ricky L. Clark, Jr., City Manager
124 North Avenue
Jonesboro, Georgia 30236

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 JONESBORO

By: _____
Tracey Messick, Mayor Pro Tem

Attested by: _____
Ricky L. Clark, Jr., City Manager

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

	CITY OF LAKE CITY EXHIBIT "B"		PROJECTED COST
	SALARIES - PERMANENT STAFF - OVERTIME		
		\$1,200.00	
	SALARIES - TEMPORARY & CONTRACTED SERVICES		
2	Driver(s) @ \$300.00 per day	\$1,200.00	
1	Contractor @26.00 per hour Voting Equipment Preparations & Maintenance	\$1,600.00	
	TOTAL SALARIES - TEMPORARY		\$4,000.00
	RENTAL EQUIPMENT		
	Trucks, Cell Phones	\$480.00	
	Rental Truck Gasoline	\$200.00	
	TOTAL - RENTAL EQUIPMENT		\$680.00
	HOURLY FEE PERSONNEL		
	Election Day Poll Workers - Training Class Fee \$30		
1	Mgr(s) - \$225.25 plus \$25 training fee & \$15.00 manager mtg Total pay @ \$265.00	\$300.00	
2	Asst Mgr(s) - \$170.00 plus \$15 training fee & \$15.00 manager mtg Total pay @ \$200.00	\$450.00	
4	Clerk(s) - \$115.00 plus \$15 training fee Total pay @ \$130.00	\$600.00	
2	Advance Voting Site(s) (Elections Office, Jonesboro		
2	Mgr @ \$480 Per Week for 4 Weeks	\$3,840.00	
4	Asst Mgr(s) @ \$440 Per Week for 4 Weeks	\$7,040.00	
3	Clks @ \$400 Per Week for 3 Weeks	\$3,600.00	
	TOTAL HOURLY FEE PERSONNEL		\$15,830.00
	FEES		
5	BRE Board Meeting Fees (\$100 *5 BRE Members * 1 mtg(s)	\$500	
3	Vote Review Panel (\$100 per panelist)	\$300	
	TOTAL BOARD FEES		\$800.00
	ADVERTISING		
	Advertisement of legal notices	\$250	
	TOTAL ADVERTISING		\$250.00
	VEHICLE SUPPLIES		
	Mileage @\$.54	\$200.00	
	TOTAL VEHICLE SUPPLIES	\$200.00	\$200.00
	POSTAGE		
	Mailing of Absentee Ballots	\$100.00	
	Letters to voters, candidates, poll workers & manuals	\$100.00	
	Mailing of Precinct Cards	\$200.00	
	TOTAL POSTAGE		\$400.00
	OFFICE SUPPLIES		
	Ballot Paper	\$200	
	Office Supplies, L&A Test Desks, Sample & Ballot Cards	\$300	
	TOTAL OFFICE SUPPLIES		\$300.00
	STOCKPAPER		
	Administrative Fee 10%		\$2,246.00
	TOTAL PROJECTED COST CITY OF JONESBORO		\$22,460.00
	GRAND PROJECTED TOTAL COST CITY OF JONESBORO ELECTION		\$24,706.00

Attachment: Estimate Jonesboro Budget 2023 (3301 : IGA - Elections Equipment)

	CITY OF JONESBORO EXHIBIT "B"		PROJECTED COST
	SALARIES - PERMANENT STAFF - OVERTIME		
	HOURLY FEE PERSONNEL		
1	Additional Advance Voting Site (Jonesboro)		
1	Mgr @ \$680 Per Week for 4 Weeks (New \$17.00 an Hour at 40 hours a week does not include overtime)	\$2,720.00	
2	Asst Mgr(s) @ \$640 Per Week for 4 Weeks (New \$16.00 an Hour at 40 hours a week does not include overtime)	\$5,120.00	
1	Clks @ \$600 Per Week for 3 Weeks (New \$15.00 an Hour at 40 hours a week does not include overtime)	\$2,400.00	
	TOTAL HOURLY FEE PERSONNEL		\$10,240.00
	POSTAGE		
	Mailing of Absentee Ballots	\$200.00	
	Mailing of Precinct Cards	\$200.00	
	TOTAL POSTAGE		\$400.00
	Administrative Fee 10%		\$1,064.00
	TOTAL PROJECTED COST CITY OF JONESBORO		\$10,640.00
	GRAND PROJECTED TOTAL COST CITY OF JONESBORO ELECTION		\$11,704.00