

Memorandum of Understanding Between the Anne Arundel County Board of Elections, the City of Annapolis, and Anne Arundel County, Maryland Regarding the City of Annapolis September 19, 2017 Primary Election and November 7, 2017 General Election

THIS MEMORANDUM OF UNDERSTANDING (“MOU”) is entered into this 15 day of September, 2016 by and among the Anne Arundel County Board of Elections (the “BOE”), the City of Annapolis, a municipal corporation of the State of Maryland (the “City”), and Anne Arundel County, Maryland, a body corporate and politic of the State of Maryland (the “County”).

WHEREAS, the City has determined a need for assistance with conducting its 2017 Primary and General Elections (the “2017 Elections”); and

WHEREAS, pursuant to § 4.08.030 of the Annapolis City Code, the City Council may contract with the BOE to administer any election conducted under the provisions of this chapter; and

WHEREAS, the City, the County and the BOE are interested in entering into an agreement pursuant to which the BOE shall provide assistance for the City’s 2017 Elections; and

WHEREAS, by letter dated December 22, 2015 from Administrator Linda H. Lamone, the State Board of Elections (the “SBE”) has indicated its support for the BOE to provide assistance to the City for the 2017 Elections; and

WHEREAS, the City has requested that the BOE provide assistance to the City for the 2017 Elections; and

WHEREAS, the SBE has created the “State Board of Elections Municipal Election Information” document that provides minimum requirements to protect the condition and integrity of the voting equipment a copy of which is attached hereto as Exhibit A (the “Municipal Information Document”).

NOW, THEREFORE, in consideration of these premises and the terms set forth below, and for other good and valuable consideration, the receipt and sufficiency of which the BOE, the City and the County acknowledge, the BOE, the City and the County hereby agree as follows:

1. County Board of Election General Assistance Responsibilities
 - a. The BOE shall provide the City with access to and use of voting units, ballot marking devices, pollbooks and pollbook printers as identified on Exhibit B attached hereto (the “Voting Infrastructure”) for the period September 1, 2017 through November 30, 2017.
 - b. The BOE shall assist the City with identifying and securing the use of polling places within the boundaries of the City for use in the Primary and General Elections.
 - c. The BOE shall provide the City with:

- Election Judges to staff the polling places and operate the Voting Infrastructure on the days of the 2017 Elections.
 - Voting System staff to prepare the Voting Infrastructure.
 - Administrative staff to perform the following:
 - Voter registration transactions;
 - Mail absentee ballots, as approved by the City, to those voters who request it;
 - Recruit, hire, and train Election Judges, including training of a mutually agreed to security plan as part of Chief Judge Training (Ward Leaders); and
 - Review provisional ballot applications and present dispositions to the City Board of Elections.
 - Canvassing staff to perform the following:
 - Assist the City with the conduct of the absentee ballot and provisional ballot canvasses; and
 - Assist the City with the conduct of a recount, as applicable.
- d. The BOE shall provide assistance to the City for the 2017 Elections, in compliance with all election provisions of the City of Annapolis Charter and Code, as may be amended from time to time. The specific election responsibilities of the BOE under this MOU are identified on Exhibit C attached hereto (the “Roles and Responsibilities”).
- e. The BOE shall provide the following courier services for the purpose of transporting absentee ballot documents to the BOE.:
- Daily between a post office box created by the City and the BOE at the Annapolis Post Office, 60 West Street, Annapolis, Maryland; and
 - As needed, between the Office of the City Clerk and the BOE.
- f. The BOE’s point of contact for all purposes related to this MOU is Joseph Torre, 410-222-0407 (E-Mail: joseph.torre@maryland.gov).

2. City of Annapolis General Responsibilities

- a. The City shall provide the BOE with a detailed election calendar complying in all respects with the Annapolis City Charter and Code. A copy of the Election Calendar, as mutually revised from time to time by the parties, shall be attached hereto as Exhibit D (the “Election Calendar”).
- b. The City shall delegate to the BOE all right and authority to perform those election tasks as identified in the Roles and Responsibilities in compliance with the guidelines established in the Municipal Information Document approved by SBE. The specific election responsibilities of the City to be performed by the City under this MOU are identified on Exhibit C attached hereto (the “Roles and Responsibilities”).
- c. The City shall pay the County the amount of zero (\$0.00) for the administration of the 2017 Elections as described in this MOU.
- d. The City shall provide the BOE with a list of all current precinct polling place locations, addresses, ADA surveys, and points of contact.

- e. The City shall secure and control possession of all Voting Infrastructure while in the possession of the City (including any time during which a hired vendor is transporting such Voting Infrastructure) and on the days of the 2017 Elections. The City shall be liable for any loss or damage to the Voting Infrastructure at all times when the Voting Infrastructure is in the City's control or possession.
 - f. The City shall ensure the provision of all power and telecommunications services necessary for proper operation of the Voting Infrastructure at its own cost. The BOE shall assist the City in arranging for the provision of these services.
 - g. The City shall indemnify and hold harmless the County, the BOE and the SBE against any and all liability for any suits, actions or claims of any character arising from or relating to the actions under this MOU. The City shall not be liable for any negligent acts or omissions by the BOE.
 - h. The City shall maintain a separate account from which the payment of all expenses incurred for the 2017 Elections shall be made.
 - i. The City shall include all Election Judges hired and trained by the BOE on its payroll, and such Election Judges shall be considered contractors of the City only. The City shall exclusively process claims for personal injury submitted by Election Judges and claims for property loss submitted by polling places, and be exclusively responsible for payment of damages or loss for which the City determines it is responsible. The County and the BOE shall not have such responsibility.
 - j. The City's point of contact for all purposes related to this MOU is Gary M. Elson, 410-263-7954 (E-Mail: gmelson@annapolis.gov).
3. County's Responsibilities
- a. The County shall support and encourage collaboration between the City and the BOE to meet shared priorities in support of the City's 2017 Elections and participate in any meetings necessary with the SBE to effectuate this MOU.
 - b. The County Executive shall make a sufficient appropriation to the BOE FY18 budget proposal to cover the costs for supplies, materials, and overtime incurred by the BOE under the MOU.
 - c. The County's point of contact for all purposes related to this MOU is Nancy McCutchan Duden, 410 222-7888 (E-Mail: lwdude99@aacounty.org).
4. Roles and Responsibilities
- a. The City and the BOE shall cooperate with each other in connection with their respective Roles and Responsibilities as set forth on Exhibit C attached hereto (the "Roles and Responsibilities").
 - b. The Information Technology Departments of the SBE, the BOE, the County, and the City shall coordinate to provide electronic unofficial election night results by precinct to the

City for the 2017 Elections.

5. Miscellaneous

- a. The City, the County and the BOE acknowledge that this MOU constitutes a valid agreement between the parties based on adequate and sufficient consideration, and that it is signed by persons who have authority to commit their respective jurisdictions or agencies, and that it is binding and enforceable against both jurisdictions.
- b. This MOU sets forth the entire understanding among the parties as of the date this MOU has been fully executed by all parties relative to the subject matter hereof. No representation, promise or condition, whether oral or written, not incorporated herein shall be binding upon any party to this MOU. This MOU shall not be waived, amended or modified except in writing and signed by the authorized representative(s) of all parties.
- c. The recitals (WHEREAS clauses) are incorporated into this MOU.
- d. Whenever the concurrence or approval of the City, the County and/or the BOE is required, such concurrence or approval shall not be unreasonably withheld, conditioned or delayed, and the City, the County and the BOE agree to cooperate with each other to accomplish the terms and conditions of this MOU.
- e. Nothing contained in this MOU shall be construed to constitute the City, County or the BOE as an agent, representative or employee of any of the other parties hereto. Nor shall anything contained in this MOU be construed in any manner to create any relationship between the City, the County or the BOE other than what is expressly specified herein, and the City, the County and the BOE shall not be considered partners or co-venturers for any purpose on account of this MOU.
- f. Any notice required to be delivered shall be deemed to have been received when the notice has been sent by certified mail, return receipt, overnight carrier, or hand delivered with signed receipt to the following addresses:

To the City: City Manager
 160 Duke of Gloucester Street
 Annapolis, Maryland 21401

with a copy to: City Attorney
 160 Duke of Gloucester Street
 Annapolis, Maryland 21401

To the County: Anne Arundel County Executive
 44 Calvert Street
 Annapolis, Maryland 21401

with a copy to: County Attorney
 2660 Riva Road, 4th Floor
 Annapolis, Maryland 21401

To the BOE: Election Director
 Anne Arundel County Board of Elections
 6740 Baymeadow Drive
 Glen Burnie, Maryland 21060-0490

with a copy to: James C. Praley
 Board Attorney
 7419 Baltimore Annapolis Boulevard
 Glen Burnie, Maryland 21061

- g. Any action arising out of or in any way related to this MOU shall be brought exclusively in a court of competent jurisdiction located in Anne Arundel County, Maryland.

IN WITNESS WHEREOF, the parties have executed this MOU the day and year first written above.

CITY OF ANNAPOLIS

Michael Pantelides

Michael J. Pantelides, Mayor

9-16-2016

Date

Attest:

[Signature]

Regina C. Watkins-Eldridge, City Clerk
Wendy Rastovich, Deputy City Clerk

APPROVED FOR FINANCIAL SUFFICIENCY: REVIEWED AND APPROVED BY:

[Signature]

Bruce T. Miller, Director of Finance

[Signature]

Thomas C. Andrews, City Manager

APPROVED FOR FORM AND LEGAL SUFFICIENCY:

Gary M. Elson

Gary M. Elson, Acting City Attorney

ANNE ARUNDEL COUNTY, MARYLAND

[Signature]

Steven R. Schuh, County Executive

9/15/16
Date

APPROVED FOR FORM AND LEGAL SUFFICIENCY:

[Signature]
Nancy McCutchan Duden, County Attorney

9/15/16
Date

APPROVED FOR FINANCIAL SUFFICIENCY:



Julie A. Mussog, Controller

Date 9-15-14

ANNE ARUNDEL COUNTY BOARD OF ELECTIONS

Joseph A. Torre III, Election Director

Date

APPROVED FOR FORM AND LEGAL SUFFICIENCY:

James C. Praley, Esquire
Counsel for Board of Elections

Date