



BOARD OF REGISTRATION AND ELECTIONS SCHEDULED MEETING

March 9, 2023

4:30 PM

AB AREA

DCTV's UStream channel: <https://video.ibm.com/channel/xUJgKs6n2VW>

Comment in person or to electionspubliccmnt@dekalbcountyga.gov between 4:30 and 5:00 PM on the day of the meeting.

1. APPROVAL OF AGENDA

2. APPROVAL OF MINUTES

- A. February 9, 2023 Scheduled Meeting (p. 2)

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- B. Remote Meeting Attendance
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5. ITEMS FOR DECISION

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8. ADJOURNMENT

DeKalb County Board of Registration and Elections

Meeting Minutes

February 9, 2023
Start Time: 4:30 p.m.
End Time: 4:58 p.m.

Board Attendees: Chair Dele Lowman Smith
Anthony Lewis
Susan Motter
Karli Swift

Other Attendees: Keisha Smith, Executive Director
Viviane Ernstes, County Attorney
Terry Philips, Deputy County Attorney
Irene Vander Els, Assistant County Attorney

APPROVAL OF AGENDA

Chair Lowman Smith called the meeting to order at 4:30 p.m. Ms. Austin read the roll by calling each board member by name. Mr. Lewis, Ms. Motter, Ms. Swift, and Chair Lowman Smith were present.

Motion by Ms. Swift, seconded by Ms. Motter, to approve the agenda. The motion carried by a vote of 4-0.

APPROVAL OF MINUTES

Motion by Mr. Lewis, seconded by Ms. Motter, to approve the minutes of the January 27, 2023 meeting. The motion carried by a vote of 4-0.

PUBLIC COMMENTS

Ms. Austin read the rules for public comment:

Public comments may be made in person or submitted by sending an email of one page or less to electionspubliccmnt@dekalbcountyga.gov which must be received between 1:00 p.m. and 1:30 p.m. on the day of the meeting. The body of your email must include your first and last name, followed by your address. Abusive, profane, or derogatory language will not be permitted. By submitting an email for public comment, you agree to have your name, address and the email broadcast on the UStream and entered into the record and minutes. The DeKalb Board of Registration and Elections reserves the right, at the DeKalb Board of Registration and Elections' sole discretion, to (1) add your email to the record/minutes without reading any of it into the broadcast or (2) read all or a portion of your email into the record/minutes.

No comments were received in person or by email.

ITEMS FOR DISCUSSION

A) Director's Report

Director Smith updated the Board on department activities related to registration, elections, budget, and documentation. She invited the public to attend a county Operations Committee meeting February 21 at 1:00 p.m. to discuss the budget.

Mr. Lewis asked what process had led to the Center for Election Excellence designation. Ms. Ernestes responded that the grant process had been led by county COO Zach Williams and the county's Deputy Director of Finance Preston Stephens. She stated that the normal open records request procedure was available to the public and that the Law Department could help direct questions to the appropriate person.

Mr. Lewis noted that many questions he had received involved the process's compliance with Georgia law. Ms. Ernestes responded that the Law Department had approved the agreement as to form.

B) Legislative Update

Ms. Vander Els reported on several bills affecting elections: HB 17, HB 116, HR 110, SB 53, SB 101, SB 54, HR 18, SB 87, SR 89, HB 2, HB 200, HB 10. There were also several bills involving the process by which certain local officials would be elected.

Mr. Lewis and Ms. Vander Els discussed SB 54, which would allow poll workers to work in any county in the state, and HB 200, which would allow ranked choice voting in municipal elections.

Chair Lowman Smith and Ms. Vander Els discussed the chain of custody requirements of HB 17. The Chair asked about if the division of responsibilities between the General Assembly and the State Election Board is codified. Ms. Vander Els responded that the General Assembly sets the laws and typically delegates rule-making authority to the State Election Board. The Chair stated that she would like the assembly to consider what level of detail was helpful for it to get into. She commented that SEB rules were meant to change more rapidly than the law itself.

ITEMS FOR DECISION

A) March Meeting Date

Motion by Ms. Swift, seconded by Ms. Motter, to move the March meeting to March 9 at 4:30 p.m.
The motion carried by a vote of 4-0.

BOARD COMMENTS

There were no comments.

ADJOURNMENT

Motion by Mr. Lewis, seconded by Ms. Swift, to adjourn. The motion carried by a vote of 4-0. The meeting was adjourned at 4:58 p.m.

REGISTRAR (02900)
General Fund (100)
 FY23 Budget Request / Recommendation Sheet

Departmental Description

Serving under the supervision of the DeKalb County Board of Registration & Elections, the department is charged with the maintenance of the electors list for all registered voters in DeKalb County and the conduct of elections for the county and municipalities located within the county. Departmental administrative functions include making election calls, garnering approval for polling places and precinct boundaries, budget administration, response to open records requests, and overall functions that cross division lines.

The Department is divided into two divisions - Registration And Elections.
 The Registration Division is primarily responsible for ongoing maintenance of the list of electors and digitizing of voter registration applications.

The Elections Division is primarily responsible for the conduct of elections, management of the main advance voting site and satellite advance sites, service, maintenance and testing of voting equipment, ballot preparation and election tabulation.

Common Object Expenditures	FY20 Actual	FY21 Actual	FY22 Budget	FY23 Requested	Requested Change	FY23 Recommended	Recommended Change
51-PERSONAL SERVICES AND EMPLOYEE BENEFITS	7,318,497	3,165,449	4,926,686	2,606,041	-47.1%	2,633,085	-46.6%
52-PURCHASED / CONTRACTED SERVICES	1,145,563	1,142,741	5,439,209	8,564,809	57.5%	5,419,209	-0.4%
53-SUPPLIES	549,947	355,417	905,000	1,105,000	22.1%	905,000	-
54-CAPITAL OUTLAYS	49,704	6,578	95,000	95,000	-	95,000	-
55-INTERFUND / INTERDEPARTMENTAL CHARGES	16,256	9,048	9,607	9,607	-	9,607	-
70-RETIREMENT SERVICES	-	-	208,488	208,488	-	215,785	3.5%
Total (\$)	9,079,967	4,679,233	11,583,990	12,588,945	8.7%	9,277,686	-19.9%

Cost Center Level Expenditures	FY20 Actual	FY21 Actual	FY22 Budget	FY23 Requested	Requested Change	FY23 Recommended	Recommended Change
02910-Registrar	2,333,909	3,168,659	10,530,096	11,990,051	13.9%	8,678,792	-17.6%
02920-Registrar - Elections	2,234,463	577,522	693,657	588,657	-15.1%	588,657	-15.1%
02922-Registrar - Election Workers	4,511,594	933,053	360,237	10,237	-97.2%	10,237	-97.2%
Total (\$)	9,079,967	4,679,233	11,583,990	12,588,945	8.7%	9,277,686	-19.9%

Positions	FY20 Actual	FY21 Actual	FY22 Actual	FY23 Requested	Requested Change	FY23 Recommended	Recommended Change
Filled Positions	16	16	17	30	13		-17
Funded Positions	16	16	27	30	3		-27

Notes: 17 filled positions, 10 vacant existing positions, 3 new positions.

Departmental Notes

REGISTRAR (02900)
General Fund (100)
 FY23 Budget Request / Recommendation Sheet

Base Budget by Object Class/Selected Object Code	FY22 Budget	FY23 Requested	FY23 Recommended	FY23 Approved	Requested Change	Recommended Change	Approved Change
51-PERSONAL SERVICES AND EMPLOYEE BENEFITS	4,926,686	1,552,319	1,552,319	-	-3,374,367	-3,374,367	-4,926,686
Salaries	1,220,823	1,016,024	1,016,024	-	-204,799	-204,799	-1,220,823
Salaries - Adjustments	323,768	-	-	-	-323,768	-323,768	-323,768
Salaries - Temporary	2,800,000	-	-	-	-2,800,000	-2,800,000	-2,800,000
Salaries - Overtime	190,008	190,008	190,008	-	-	-	-190,008
County Match - Grp Ins - Reversed	4,488	4,488	4,488	-	-	-	-4,488
County Match - Grp Ins - Allocated	261,000	229,500	229,500	-	-31,500	-31,500	-261,000
County Match - FICA	93,387	77,726	77,726	-	-15,661	-15,661	-93,387
401(A) Employer Contribution	17,268	18,630	18,630	-	1,362	1,362	-17,268
Workers Compensation	11,915	11,915	11,915	-	-	-	-11,915
Allowance - Automobile	4,029	4,029	4,029	-	-	-	-4,029
52-PURCHASED / CONTRACTED SERVICES	5,439,209	4,509,209	4,509,209	-	-930,000	-930,000	-5,439,209
53-SUPPLIES	905,000	905,000	905,000	-	-	-	-905,000
54-CAPITAL OUTLAYS	95,000	95,000	95,000	-	-	-	-95,000
55-INTERFUND / INTERDEPARTMENTAL CHARGES	9,607	9,607	9,607	-	-	-	-9,607
70-RETIREMENT SERVICES	208,488	208,488	215,785	-	-	7,297	-208,488
Base Budget (Total)	11,583,990	7,279,623	7,286,920	-	-4,304,367	-4,297,070	-11,583,990

Operating Enhancements		FY22 Budget	FY23 Requested	FY23 Recommended	FY23 Approved	Requested Change	Recommended Change	Approved Change
O1.	Security Services. (Registrar - Registrar). Other Professional Services - security retrofitting and installation service for Stonecrest VRE location. Security retrofitting and installation service for Stonecrest VRE location.	-	550,000	550,000	-	550,000	550,000	-
O2.	Election Equipment. Election equipment and hubs.	-	3,050,600	-	-	3,050,600	-	-
O3.	Lease. (Registrar - Registrar). Rental of Real Estate - Stonecrest VRE location lease agreement. Stonecrest VRE location lease agreement.	-	360,000	360,000	-	360,000	360,000	-
Operating Enhancements Total		-	3,960,600	910,000	-	3,960,600	910,000	-

REGISTRAR (02900)
General Fund (100)
 FY23 Budget Request / Recommendation Sheet

Workforce Enhancements		FY22 Budget	FY23 Requested	FY23 Recommended	FY23 Approved	Requested Change	Recommended Change	Approved Change
W1.	Existing Vacancies	-	752,221	752,221	-	752,221	752,221	-
Notes: W1 - 1 voter registration technician (CC-02910 - Registrar, Pos #06374 start date 1/1/23), 1 administrative assistant (CC-02910 - Registrar, Pos #16255, start date 1/1/23), 1 elections coordinator (CC-02910, Pos #17163, start date 1/1/23), 1 deputy director (CC-02910 - Registrar, Pos #99319, start date 1/1/23), 1 requisition technician (CC-02910 - Registrar, Pos #999349, start date 1/1/23), 1 warehouse supervisor (CC-02910 - Registrar, Pos #999355, start date 1/1/23), 1 payroll/personnel technician (CC-02910 - Registrar, Pos 99357, start date 1/1/23).								
W3.	New Position Requests	-	301,501	301,501	-	301,501	301,501	-
Notes: W3 - 1 administrative services manager (CC-02910 - Registrar - Registrar, start date 1/1/23), 1 executive support assistant (CC-02910 - Registrar, start date 1/1/23), 1 training coordinator (CC-02910 - Registrar, start date 1/1/23).								
Workforce Enhancements Total		-	1,053,722	1,053,722	-	1,053,722	1,053,722	-

Total Budget	11,583,990	12,293,945	9,250,642		709,955	-2,333,348	-11,583,990
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**AGREEMENT FOR PROFESSIONAL SERVICES
DEKALB COUNTY, GEORGIA
BOARD OF REGISTRATION AND ELECTIONS
PROJECT NO.: _____**

THIS AGREEMENT made as of this ____ day of _____, 2023 (hereinafter called the “execution date”), by and between Dekalb County Board of Registration and Elections, organized under the laws of the State of Georgia, located at 4380 Memorial Drive, Decatur, Georgia 30032 (hereinafter referred to as the “County BRE”), and Profile Marketing & Public Relations, LLC, a corporation organized and existing under the laws of the State of Georgia, with offices in Lilburn, Georgia (hereinafter referred to as “Consultant”), shall constitute the terms and conditions under which Consultant shall provide communication services to the County BRE that include an integrated communications plan to educate, engage and inform DeKalb County voters about information related to the 2023 election cycle.

WITNESSETH:

WHEREAS, County BRE desires to retain a qualified and experienced Consultant to provide professional communication services that includes an integrated communications plan to educate, engage and inform DeKalb County voters about information related to the 2023 election cycle (the “Project”); and

WHEREAS, Consultant has represented to County BRE that it is experienced and has qualified and local staff available to commit to the Project and County BRE has relied upon such representations, and has successfully engaged Consultant for communication services for previous election cycles;

NOW THEREFORE, for and in consideration of the mutual covenants and agreements herein set forth, the County BRE and the Consultant hereby agree as follows:

ARTICLE I. CONTRACT TIME AND TERM

The Consultant shall commence the Work under this Contract within one (1) business day from the execution date. Consultant shall fully complete the Work by June 10, 2023. The Contract Time may be extended only by Change Order approved and executed in accordance with the terms of this Contract.

ARTICLE II. PAYMENT

As full payment for the faithful performance of this Contract, the County BRE shall pay the Contractor consulting fees and expenses in a total amount not to exceed Twenty-Two Thousand, Five Hundred Dollars and No/100ths (\$22,500.00) (“the Contract Price”), unless changed by written Change Order in accordance with the terms of this Contract. The term “Change Order” includes the term “amendment” and shall mean a written order authorizing a change in the Work, and an adjustment in Contract Price to Consultant or the Contract Term, as adopted and approved by Consultant and the County BRE in accordance with the express terms of this Contract.

Consultant shall bill County BRE monthly and payment is to be made no later than thirty (30) days after submittal of each disputed invoice.

Original invoices must be submitted to:

DeKalb County, Georgia
Department of Finance – Accounts Payable
1300 Commerce Drive, 3rd Floor
Decatur, Georgia 30030

Keisha L. Smith, Executive Director
DeKalb County Voter Registration and Elections
4380 Memorial Drive, Suite 300
Decatur, Georgia 30032

Electronic invoices must be submitted via iProcurement.

ARTICLE III. SCOPE OF WORK

The term “Work” means all services including, but not limited to communication services for developing and implementing an integrated communications plan to educate, engage and inform DeKalb County voters about information related to the 2023 election cycle. The full description of services is more specifically identified in the Scope of Work, attached hereto as Exhibit A and incorporated herein by reference.

ARTICLE IV. DELIVERABLES

Consultant shall deliver to County BRE periodic reports not less than monthly which shall document progress towards the fulfillment of the deliverables specified in Exhibit B, Project Deliverables, which is attached hereto and incorporated herein by reference. Such reports shall be due to the County BRE by the 1st of each month or more frequently as agreed by the Parties and furnished in a form that is acceptable to and usable by the County BRE. Consultant shall cooperate with County BRE to prepare any additional reports as may be required by the County BRE.

ARTICLE V. GENERAL CONDITIONS

A. **Accuracy of Work.** Consultant shall be responsible for the accuracy of the Work and any error and/or omission made by Consultant in any phase of the Work under this Agreement.

B. **Additional Work.** The County BRE shall in no way be held liable for any work performed under this section which has not first been approved in writing by the County BRE in the manner required by applicable law and/or the terms of this Contract. The County BRE may at any time order changes within the scope of the Work without invalidating the Contract upon seven (7) days written notice to the Consultant. Consultant shall proceed with the performance of any changes in the Work so ordered by the County BRE unless such change entitles Consultant to a change in Contract Price, and/or Contract Term, in which event Consultant shall give the County BRE written notice thereof within fifteen (15) days after the receipt of the ordered change, and Consultant shall not execute such changes until it receives an executed Change Order from the County BRE. No extra cost or extension of time shall be allowed unless approved by the County BRE and authorized by execution of a Change Order. The parties' execution of any Change Order constitutes a final settlement of all matters relating to the change in the Work which is the subject of the Change Order. The County BRE shall not be liable for payment for any work performed under this section which has not first been approved in writing by the County BRE in the manner required by applicable law and/or the terms of this Contract.

C. **Ownership of Documents.** All documents, including drawings, estimates, specifications, and data are and remain the property of the County BRE. Consultant agrees that the County BRE may reuse any and all plans, drafts, drawings, estimates, or any other data or documents described herein in its sole discretion without first obtaining permission of Consultant and without any payment of any monies to Consultant therefore. However, any reuse of the documents by the

County BRE on a different Project shall be at its risk and Consultant shall have no liability where such documents are reused.

D. **Successors and Assigns.** The Consultant agrees it shall not sublet, assign, transfer, pledge, convey, sell, or otherwise dispose of the whole or any part of this Contract or his right, title, or interest therein to any person, firm, or corporation without the previous written consent of the County BRE. If the County BRE consents to any such assignment or transfer, then Consultant binds itself, its partners, successors and assigns to all covenants of this Contract. Nothing contained in this Contract shall create, nor be interpreted to create privity, or any other relationship whatsoever, between the County BRE and any person, or entity, other than Consultant.

E. **Termination of Agreement.** Consultant understands and agrees that the date of the beginning of Work, rate of progress, and time for completion of the Work are essential conditions of this Contract. The County BRE may, for its own convenience and at its sole option, without cause and without prejudice to any other right or remedy of the County BRE, elect to terminate the Contract by delivering to Consultant, at the address listed in the Notices article of this Contract, a written notice of termination specifying the effective date of termination. Such notice shall be delivered to Consultant at least fifteen (15) business days prior to the effective date of termination. If Consultant's services are terminated by the County BRE, the termination will not affect any rights or remedies of the County BRE then existing or which may thereafter accrue against Consultant or its surety. In case of termination of this Contract before completion of the Work, Consultant will be paid only for the portion of the Work satisfactorily performed through the effective date of termination as determined by the County BRE. Neither party shall be entitled to recover lost profits, special, consequential or punitive damages, attorney's fees or costs from the other party to this Contract for any reason whatsoever. This Contract shall not be deemed to provide any third-party with any remedy, claim, right of action, or other right. The parties' obligations pursuant to this Section shall survive any acceptance of Work, or termination or expiration of this Contract.

F. **Indemnification Agreement.** Consultant shall be responsible from the execution date or from the time of the beginning of the Work, whichever shall be the earlier, for all injury or damage of any kind resulting from the Work, to persons or property, including employees and property of the County BRE. Consultant shall exonerate, indemnify, and save harmless the County BRE and DeKalb County, Georgia and any of their respective elected officials, officers, employees, agents

and servants, hereinafter collectively referred to in this Section as the "County Indemnites," from and against all claims or actions based upon or arising out of any damage or injury (including without limitation any injury or death to persons and any damage to property) caused by or sustained in connection with the performance of this Contract or by conditions created thereby or arising out of or any way connected with Work performed under this Contract, as well as all expenses incidental to the defense of any such claims, litigation, and actions. Furthermore, Consultant shall assume and pay for, without cost to County Indemnites, the defense of any and all claims, litigation, and actions suffered through any act or omission of Consultant, or any subcontractor, or anyone directly or indirectly employed by or under the supervision of any of them. Notwithstanding any language or provision in this Contract, Consultant shall not be required to indemnify any County Indemnitee against claims, actions, or expenses based upon or arising out of County Indemnitee's sole negligence. As between County Indemnites and Consultant as the other party, Consultant shall assume responsibility and liability for any damage, loss, or injury, including death, of any kind or nature whatever to person or property, resulting from any kind of claim made by Consultant's employees, agents, vendors, suppliers or subcontractors caused by or resulting from the performance of Work under this Contract, or caused by or resulting from any error, omission, or the negligent or intentional act of Consultant, vendors, suppliers, or subcontractors, or any of their officers, agents, servants, or employees. Consultant shall defend, indemnify, and hold harmless County Indemnites from and against any and all claims, loss, damage, charge, or expense to which they or any of them may be put or subjected by reason of any such damage, loss, or injury. Consultant expressly agrees to provide a full and complete defense against any claims brought or actions filed against County Indemnites, where such claim or action involves, in whole or in part, the subject of the indemnity contained in this Contract, whether such claims or actions are rightfully or wrongfully brought or filed. DeKalb County, Georgia has the sole discretion to choose the counsel who will provide the defense. No provision of this Contract and nothing herein shall be construed as creating any individual or personal liability on the part of any elected official, officer, employee, agent or servant of the County BRE or DeKalb County, Georgia, nor shall the Contract be construed as giving any rights or benefits hereunder to anyone other than DeKalb County, Georgia and the parties to this Contract. The parties' obligations pursuant to this Section shall survive any acceptance of Work, or termination or expiration of this Contract.

G. **Right to Audit.** The County BRE shall have the right to audit all books and records, including electronic records, relating to or pertaining to this agreement, including but not limited to all financial and performance related records and any documents or materials which support those records. Consultant shall maintain complete and accurate records of expenditures and services provided. Consultant shall allow an authorized representative of the County BRE to inspect, examine, and copy, and audit such records during regular business hours upon reasonable advance notice.

H. **Georgia Laws Govern.** The laws of the State of Georgia shall govern the construction of this Contract without regard for conflicts of laws. Should any provision of this Contract 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 same; it being agreed that the agents of all parties have participated in the preparation hereof, and all parties have had an adequate opportunity to consult with legal counsel. In interpreting this Contract in its entirety, the printed provisions of this Contract, and any additions written or typed hereon, shall be given equal weight, and there shall be no inference by operation of law or otherwise; that any provision of this Contract shall be construed against either party hereto.

I. **Venue.** This Agreement shall be deemed to have been made and performed in DeKalb County, Georgia. For the purposes of venue, all suits or causes of action arising out of this Agreement shall be brought in the courts of DeKalb County, Georgia.

J. **Consultant and Subcontractor Evidence of Compliance; Federal Work Authorization.** Pursuant to O.C.G.A. § 13-10-91, the County BRE cannot enter into a contract for the physical performance of services unless Consultant, its subcontractor(s) and sub-subcontractor(s), as that term is defined by state law, register and participate in the Federal Work Authorization Program to verify specific information on all new employees. Consultant certifies that it has complied and will continue to comply throughout the Contract Term with O.C.G.A. § 13-10-91 and any related and applicable Georgia Department of Labor Rule. Consultant agrees to sign an affidavit evidencing its compliance with O.C.G.A. § 13-10-91. The signed affidavit is attached to this Contract as Exhibit C. Consultant agrees that in the event it employs or contracts with any subcontractor(s) in connection with this Contract, Consultant will secure from each subcontractor

an affidavit that certifies the subcontractor's current and continuing compliance with O.C.G.A. § 13-10-91 throughout the Contract Term. Any signed subcontractor affidavit(s) obtained in connection with this Contract shall be attached hereto as Exhibit D. Each subcontractor agrees that in the event it employs or contracts with any sub-subcontractor(s), each subcontractor will secure from each sub-subcontractor an affidavit that certifies the sub-subcontractor's current and continuing compliance with O.C.G.A. § 13-10-91 throughout the Contract Term. Any signed sub-subcontractor affidavit(s) obtained in connection with this Contract shall be attached hereto as Exhibit E.

K. **County Representative.** Consultant shall report to the County BRE and the Executive Director of the DeKalb County Department of Voter Registration and Elections ("the Director") concerning the Work under this Agreement. Payments to Consultant shall be made only upon itemized bill submitted to and approved by the Director.

L. **Consultant's Status.** Consultant will supervise and direct the Work, including the Work of all subcontractors. Only persons skilled in the type of work which they are to perform shall be employed. Consultant shall, at all times, maintain discipline and good order among his employees, and shall not employ any unfit person or persons or anyone unskilled in the work assigned him. The relationship between the County BRE and Consultant shall be that of owner and independent contractor. Other than the consideration set forth herein, Consultant, its officers, agents, servants, employees, and any subcontractors shall not be entitled to any DeKalb BRE and/or DeKalb County, Georgia employee benefits including, but not limited to social security, insurance, paid annual leave, sick leave, worker's compensation, free parking or retirement benefits. All services provided by Consultant shall be by employees of Consultant or its subcontractors and subject to supervision by Consultant. No officer or employee of Consultant or any subcontractor shall be deemed an officer or employee of the County BRE. Personnel policies, tax responsibilities, social security payments, health insurance, employee benefits and other administrative policies, procedures or requirements applicable to the Work or services rendered under this Contract shall be those of Consultant, not County BRE.

M. **Georgia Open Records Act.** Consultant will be expected to comply with the applicable provisions of the Georgia Open Records Act, O.C.G.A. § 50-18-70 *et seq.*

N. **First Source Jobs Ordinance and Preferred Employees.** Consultant is required to comply with the DeKalb County First Source Jobs Ordinance, Code of DeKalb County as Revised

1988, section 2-222 *et seq.*, and among other things, is required to make a good faith effort to hire DeKalb County residents for at least fifty percent 50% of all jobs created by an Eligible Project, as that term is defined in the First Source Ordinance, using the First Source Registry. Consultant is encouraged by the County BRE and DeKalb County, Georgia to have 25% or more of their labor forces for this project consist of Preferred Employees selected from the First Source Registry. The First Source Registry has Preferred Employees trained by U.S. Department of Labor registered apprenticeship programs and other partners. For information on Preferred Employees, please contact the DeKalb County Workforce Development by telephone at 404-687-3400 or in person at 774 Jordan Lane, Building 4, Decatur, GA 30033.

O. **Business License.** Consultant shall submit a copy of its current, valid business license with this Contract if required. If Consultant is a Georgia corporation, Consultant shall submit a valid county or city business license. If Consultant is a joint venture, Consultant shall submit valid business licenses for each member of the joint venture. If Consultant is not a Georgia corporation, Consultant shall submit a certificate of authority to transact business in the state of Georgia and a copy of its current, valid business license issued by its home jurisdiction. If Consultant holds a professional license, then Consultant shall submit a copy of the valid professional license. Failure to provide the business license, certificate of authority, or professional license required by this section, may result in the Contract being terminated. Consultant shall ensure that any insurance, license, permit or certificate submitted as part of the Contract shall be current and valid when submitted, and shall remain valid, current and maintained in good standing for the Contract Term.

P. **Sole Agreement.** This Contract constitutes the sole contract between the County BRE and Consultant. The terms, conditions, and requirements of this Contract may not be modified, except by Change Order. No verbal agreement or conversation with any officer, agent, or employee of the County BRE and/or DeKalb County, Georgia either before or after the execution of the Contract, shall affect or modify any of the terms or obligations herein contained. No representations, oral or written, shall be binding on the parties unless expressly incorporated herein. No Change Order shall be enforceable unless approved by official action of the County BRE as provided by law or in this Contract.

Q. **Attachments and Appendices.** This Contract includes the following Attachments and Appendices all of which are incorporated herein by reference:

- Attachment A - Scope of Work

- Attachment B - Deliverables
- Attachment C - Contractor Affidavit Under O.C.G.A. § 13-10-91
- Attachment D - Non-use of Subcontractors Affidavit.

R. **Severability.** If any provision of this Contract or the application thereof to any person or circumstance shall to any extent be held invalid, then the remainder of this Contract 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 Contract shall be valid and enforced to the fullest extent permitted by law.

S. **Notices.** Any notice or consent required to be given by or on behalf of any party hereto to any other party hereto shall be in writing and shall be sent to the Director or to Consultant or his authorized representative on the work site by (a) registered or certified United States mail, return receipt requested, postage prepaid, (b) personal delivery, or (c) overnight courier service. All notices sent to the addresses listed below shall be binding unless said address is changed in writing no less than fourteen days before such notice is sent. Future changes in address shall be effective upon written notice being given by Consultant to the Director of the DeKalb County Voter Registration and Elections office or by the County BRE to Consultant's authorized representative via certified first-class U.S. mail, return receipt requested. Such notices will be addressed as follows:

If to County BRE:

Keisha L. Smith, Executive Director
 DeKalb County Voter Registration and Elections
 4380 Memorial Drive, Suite 300
 Decatur, Georgia 30032

With a copy to:

Chief Procurement Officer, Department of Purchasing and Contracting
 1300 Commerce Drive, 2nd Floor
 Decatur, Georgia 30030

If to Consultant:

Profile Marketing & Public Relations, LLC
Attn: Erik Burton
5107 Bentwater LN SW
Lilburn, Georgia 30047

T. **Counterparts.** This Contract may be executed in several counterparts, each of which shall be deemed an original, and all such counterparts together shall constitute one and the same Contract.

IN WITNESS WHEREOF, this Agreement has been duly executed on behalf of the Parties hereto as of the Effective Date.

Profile Marketing & Public Relations, LLC

**DEKALB COUNTY, GEORGIA
BOARD OF REGISTRATION
AND ELECTIONS**

BY: _____
Signature

_____ **by Dir.**(SEAL)
Signature

Name (Typed or Printed)

Name (Typed or Printed)

Title

Title

Federal Tax I.D.

Date

Date

NOTARY:

NOTARY:

Subscribed and Sworn before me on this the _____ day of _____, 2023.

Subscribed and Sworn before me on this the _____ day of _____, 2023.

NOTARY PUBLIC

NOTARY PUBLIC

My Commission Expires:

My Commission Expires:

EXHIBIT A

SCOPE OF WORK

1. Working with the Executive Director of the DeKalb County Department of Voter Registration and Elections to advance goals and performance targets
2. Providing public statements/narratives/information through various methods of communication (See Deliverables in Attachment B) to educate voters in the following areas on how to participate in the 2023 Election Cycle:
 - a. Voter registration
 - b. Absentee voting
 - c. Early/Advance voting
 - d. Election Day
3. Working with VRE staff to increase transparency and ease of access to information about the voting process by crafting statements/narratives/information
4. Update DeKalbVotes.com website to reflect relevant content for upcoming election cycles and reflective of new voter laws
5. Support all media relations efforts and coordinate with DeKalb County Department of Communications for all media-related matters
6. Coordinate media opportunities to advance key messages pertaining to upcoming election activities
7. Update all outdated materials to reflect current information including any new voter laws and that aligns with DeKalb County's brand standards
8. Update stakeholder engagement communications as needed
9. Leverage County's owned media channels and resources to share DeKalb VRE messages and information with a broader audience
10. Provide leadership for any crisis communications issues related to DeKalb VRE
11. Communications
 - o Provide support and guidance on all new communications efforts that include the creation or revision of collateral materials, drafting stakeholder communications, managing public-facing messaging and sharing critical voter information through FAQs and informational documents
 - o Assist with the creation, review and editing of formal communications, letters and mass voter correspondences
12. Media Relations
 - a. Serve as the primary point of contact for all media relations inquiries and work collaboratively with DeKalb Communications to inform DeKalb residents and voters of key information through earned media channels inclusive of radio, print, broadcast and online news outlets
 - b. Lead all press conferences and media availabilities on behalf of DeKalb VRE

- c. Assist with interview preparation and facilitation for DeKalb VRE leaders and board members
- 13. Website Updates & Revisions
 - a. Work collaboratively with DeKalb IT and DeKalb VRE designated webmaster to refresh website
- 14. Graphic Design
 - a. Provide graphic communications services to support the creation of new printed and digital collateral
- 15. Additional deliverables
 - a. Press releases and media advisories (as needed)
 - b. Media briefing sheets (as needed)
 - c. Educational collateral and public-facing materials
- 16. Lead ongoing activities to build, maintain and improve relationships with local, national and international news outlets while advancing key messaging related to voter education and voter awareness topics
- 17. Monitor and share evergreen voter information to actively combat incorrect information that may emerge from various sources
- 18. Collaborate with DeKalb VRE to archive recent election materials and replace with more evergreen content and any known 2023 key dates/info

EXHIBIT B

DELIVERABLES

Under the general direction of the Director, the Consultant shall provide the following:

- Media coordination including but not limited to preparing and disseminating press releases and responses to media inquiries (proactive press engagement, media availability, etc.)
- Press releases (poll worker recruitment, dates to remember, warnings, etc.)
- Draft collateral to provide essential information to voters and stakeholders
- Marketing Collateral
 - How to track your ballot design
 - Key dates design
 - Poll worker recruitment
 - Know Before You Go
 - FAQs reflecting new voter laws
 - 2 recruitment collateral pieces (brochures up to 8 pages each)
 - 2 ads for publications
 - Graphic Support
 - Stock photography sourcing, selection, and usage.

EXHIBIT C

CONTRACTOR AFFIDAVIT UNDER O.C.G.A. § 13-10-91

By executing this affidavit, the undersigned Contractor verifies its compliance with O.C.G.A. § 13-10-91, stating affirmatively that the individual, firm or corporation which is engaged in the physical performance of services on behalf of DeKalb County Board of Registrations and Elections has registered with, is authorized to use and uses the federal work authorization program commonly known as E-Verify, or any subsequent replacement program, in accordance with the applicable provisions and deadlines established in O.C.G.A. § 13-10-91. Furthermore, the undersigned Contractor will continue to use the federal work authorization program throughout the Contract Term and the undersigned Contractor will contract for the physical performance of services in satisfaction of such contract only with Subcontractors who present an affidavit to the Contractor with the information required by O.C.G.A. § 13-10-91. Contractor hereby attests that its federal work authorization user identification number and date of authorization are as follows:

Federal Work Authorization User Identification Number

Date of Authorization

Name of Contractor

Name of Project

Name of Public Employer

I hereby declare under penalty of perjury that the foregoing is true and correct.
Executed on _____, 20__ in _____ (city), _____ (state).

By: _____
Signature of Authorized Officer or Agent

Printed Name and Title of Authorized Officer or Agent

Subscribed and Sworn before me on this the
_____ day of _____, 20 ____.

NOTARY PUBLIC
My Commission Expires:

EXHIBIT D

Non-use of Subcontractors Affidavit

STATE OF GEORGIA

COUNTY OF DEKALB

Comes now affiant, _____, who after being duly sworn, deposes and states as follows:

1. I am _____, of Profile Marketing & Public Relations, LLC.
2. I will not use any subcontractors in the performance of the contract for financial dignity and economic empowerment programming (Contract No. _____).
3. In the event that I decide to use subcontractors in the performance of the above cited contract, I will furnish to DeKalb County Board of Registration and Elections evidence of protective coverage for any subcontractor's operations prior to the subcontractor performing any work.

Further affiant sayeth not.

Signature of Affiant

Sworn to and subscribed before me this _____ day of _____, 2023.

Notary Public (Seal)

My Commission Expires:
