



Takoma Park City Council Meeting – October 23, 2019 Agenda Item 4E

Voting Session (Consent Agenda)

Resolution Authorizing Execution of a Memorandum of Understanding with the Montgomery County Board of Elections

Recommended Council Action

Approve the resolution.

Context with Key Issues

By adoption of Charter Amendment Resolution 2017-1, the City Council changed the date of City elections to coincide with State and federal general elections, which take place on the first Tuesday after the first Monday in November of every even numbered year. The new election date takes effect in 2020.

For the convenience of voters on election day, and to increase participation in City elections, it is anticipated that the City and County Board of Elections will co-locate at the five voting precincts within the City of Takoma Park on election day. A Memorandum of Understanding has been drafted to facilitate this co-location.

Key provisions of the MOU:

- The City election will be separate and independent from the election conducted by the County Board. Where possible, the elections will take place in separate rooms.
- The City and County will share the cost of a “greeter” at each precinct, who will provide information and assist voters in locating the correct voting room.
- Early voting for the City election will be separate and apart from County early voting. There will be information available at the County's early voting sites to advise Takoma Park residents how to vote early in the City election.
- The MOU anticipates that the two entities would cooperate for the benefit of voters to provide information about how to obtain additional information about the election and how to request absentee ballots from the correct jurisdiction.
- The MOU will continue indefinitely.

Environmental Considerations

Staff does not believe that there are environmental impacts that would result from approval of the Memorandum of Understanding.

Fiscal Considerations

The MOU specifically identifies that the City and County Board would share the cost of a greeter to work at each of the five precincts on election day. All other costs of the City election will be the responsibility of the City.

Racial Equity Considerations

The intent of the change of election date was to increase the likelihood that residents of color and residents living in rental housing will vote in municipal elections.

Attachments and Links

- [Draft Resolution](#)
- [Memorandum of Understanding](#)

Introduced by:

CITY OF TAKOMA PARK, MARYLAND

RESOLUTION 2019-

**AUTHORIZING EXECUTION OF A MEMORANDUM OF UNDERSTANDING
REGARDING CO-LOCATING CITY OF TAKOMA PARK ELECTION POLLING
PLACES WITH THE MONTGOMERY COUNTY BOARD OF ELECTIONS POLLING
PLACES LOCATED IN THE CITY LIMITS OF TAKOMA PARK**

WHEREAS, to increase voter participation, the City Council adopted Charter Amendment Resolution 2017-01 to change the date of City elections to coincide with Maryland statewide general elections beginning in 2020; and

WHEREAS, the City Council believes that co-locating its elections within Montgomery County at the precincts where Takoma Park residents are assigned to vote on election day will be convenient for residents voting in the statewide election and encourage increased participation in the City election; and

WHEREAS, the County Board supports the City's goal of increasing voter participation in City elections; and

WHEREAS, the County Board is willing to allow the City to co-locate its polling places with the County at the Takoma Park precincts if such co-location may be achieved without interfering with the County's polling operation and without causing the County Board to incur additional expense; and

WHEREAS, the City and County Board have negotiated a Memorandum of Understanding to facilitate the co-location at the voting precincts within the City of Takoma Park beginning in 2020; and

WHEREAS, the Memorandum of Understanding is attached to this resolution and incorporated by reference herein.

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF TAKOMA PARK THAT the City Manager is authorized to execute this Memorandum of Understanding with the Montgomery County Board of Elections.

Adopted this ___ day of _____, 2019.

Attest:

Jessie Carpenter, CMC
City Clerk

MEMORANDUM OF UNDERSTANDING
for
CO-LOCATING CITY OF TAKOMA PARK ELECTION POLLING PLACES
WITH MONTGOMERY COUNTY BOARD OF ELECTIONS ON STATEWIDE
POLLING PLACES
LOCATED IN THE CITY LIMITS OF TAKOMA PARK

THIS MEMORANDUM OF UNDERSTANDING (MOU) is made between the Montgomery County Board of Elections (hereinafter called the “County Board,”) and the City of Takoma Park, Maryland, hereinafter called the “City.”

WHEREAS, to increase voter participation, the City Council adopted Charter Amendment Resolution 2017-01 (Exhibit A) to change the date of City elections to coincide with Maryland statewide general elections beginning in 2020; and

WHEREAS, the City believes that co-locating its elections within Montgomery County at the precincts where Takoma Park residents are assigned to vote on election day will be convenient for residents voting in the statewide election and encourage increased participation in the City election; and

WHEREAS, the County Board supports the City’s goal of increasing voter participation in City elections; and

WHEREAS, the County Board is willing to allow the City to co-locate its polling places with the County at the Takoma Park precincts if such co-location may be achieved without interfering with the County’s polling operation and without causing the County Board to incur additional expense.

NOW, THEREFORE, in consideration of the premises and of the mutual promises between the County Board and the City, as set forth herein, the adequacy of which is hereby acknowledged, the parties hereby agree to the following:

Co-location. Commencing with the 2020 general election, the City will conduct its municipal election at the precincts where Takoma Park voters are assigned to vote on the day of the statewide general election.

1. Logistics.

- a. City election contests will be placed on City ballots.
- b. The City will enter into lease agreements with each of the facilities used as a polling site for the election.
- c. Voters will vote in the statewide election and the City election in separate rooms, except at Precinct 13-67, Don Bosco Cristo Rey High School. At this location, the gymnasium used for voting will be divided to accommodate both elections.

- d. Maps including the placement of voting polls at each of the precinct locations are attached to this MOU as Exhibit B.
- e. A single greeter (“Greeter”) will be stationed at the voter entrance of the building for each precinct in the City.

2. Personnel.

- a. Greeters.
 - i. The City and the County Board will each be responsible for one half of the cost of employing a Greeter at each precinct in the City.
 - ii. The County Board will recruit and employ the Greeters and will invoice the City for its share of the cost of employing the Greeters.
 - iii. The City will provide all information and assistance necessary to train the Greeters regarding the City election.
- b. Other Personnel. The City and County Board will each be solely responsible for recruiting, training, and compensating all other personnel necessary to conduct their respective elections.

3. Equipment and Supplies.

- a. The City will be responsible for procuring its own pollbooks or preparing paper registers for each precinct.
- b. This MOU does not preclude the City, the County Board, and the State Board of Elections from entering into a separate agreement regarding leasing and programming pollbooks.

The City will be responsible for procuring its own ballots, equipment and supplies. However, the County Board may, in its discretion, provide certain surplus supplies to the City.

4. Communication with Voters.

- a. Election Notices and Sample Ballots. The City shall be responsible for preparing and transmitting election notices and sample ballots for City elections. The County Board may, at its discretion, include a notice regarding City elections in its sample ballot mailer. Any such notice must be approved by the City.
- b. Telephone Inquiries. The City shall provide a phone number for voters to call with questions on all written election communications. The City will provide the County Board a phone number for voters to call with questions about City elections. The County Board will endeavor to have its Call Center advise callers

seeking information about City elections to contact the City and provide the phone number.

5. Early Voting. The City will conduct early voting separate and apart from County early voting. The City will provide information regarding early voting in City elections to the County Board for distribution at the County's early voting sites. Staff at the County's early voting sites will endeavor to share such information with early voters seeking to vote in City elections.

6. Absentee Ballots.

- a. The City will conduct its own absentee balloting for the municipal election.
- b. If the City or County Board receives a request for an absentee ballot for the other party's election, staff shall promptly fax or email such requests to the other party.
- c. Requests for City absentee ballots should be faxed to 301-270-8794, or emailed to clerk@takomaparkmd.gov, with the heading, "Absentee Ballot Request."
- d. Requests for statewide absentee ballots should be faxed to 240-777-8590, or emailed to absentee@montgomerycountymd.gov, with the heading, "Absentee Ballot Request."

7. Miscellaneous.

- a. Accessible Voting. The City will responsible for providing accessible voting for City elections. This MOU does not preclude the County Board from, in its discretion, sharing information or equipment to assist the City in providing accessible voting.
- b. Spanish Language Translation. The County shall not provide Spanish language translations other than those necessary for it to conduct statewide elections in accordance with federal and State law. The City will be responsible for providing any additional Spanish language translations necessary for City elections.

8. Cooperation for the Convenience of Voters.

- a. This MOU does not preclude the City and County Board from seeking efficiencies in the preparation for and conduct of the two elections that do not violate the separation agreed to herein, do not negatively interfere with the County's polling operations or increase expenses for the County Board.

9. Term and Termination.

- a. This MOU shall continue indefinitely.

- b. Except as provided below, either party may terminate this agreement at any time, upon sixty days' written notice.
 - i. The County Board shall not terminate this agreement without the consent of the City prior to the 2020 election.
 - ii. The County Board shall not terminate this agreement without the consent of the City within one year preceding the next election.

10. Indemnification. Each party agrees to indemnify the other for any claims that arise from the other party's acts, omissions or negligence. This indemnification is subject to the liability and damage caps stated in the Local Government Tort Claims Act, Md. Code Ann., Cts & Jud. Proc. Art. §5-301 et seq., as amended. This indemnification is not intended to be a waiver of governmental immunity by either the County Board or the City, and is not intended to create any rights or causes of action in third parties. The County Board shall not be liable for damages or injury occasioned by the acts, omissions or negligence of the City, its agents, or employees, and the City shall not be liable for damages or injury occasioned by the acts, omissions or negligence of the County Board, its agents, or employees.

11. Notices. Any required notices, invoices, or other communications under this Agreement, unless specifically provided otherwise herein, will be in writing and personally delivered, mailed by first-class mail, sent by courier or overnight delivery service, faxed, or e-mailed, as follows:

If to the City:

Jessie Carpenter
City Clerk
City of Takoma Park
7500 Maple Avenue
Takoma Park, Maryland 20912
Phone: 301.891.7621
Email: JessieC@takomparkmd.gov

If to the County Board:

Margaret Jurgensen
Election Director
Montgomery County Board of Elections
Post Office Box 4333
Rockville, Maryland 20849-4333
Phone: 240-777-8523
Email: Margaret.Jurgensen@montgomerycountymd.gov

Either party may change the person, address, phone, fax, or email for notices to the other party by a notice in writing to the other. Any notices under this Agreement shall be deemed given when it is received by the other party or, for notices given by mail, three days after the notice is deposited, properly addressed and postage prepaid, in the United States mail.

IN WITNESS WHEREFORE, the parties hereto have caused this Memorandum of Understanding to be executed by their respective duly authorized officers.

Montgomery County Board of Elections

Witness

BY: _____ (SEAL)
Margaret Jurgensen Date
Election Director

**APPROVED AS TO FORM
AND LEGAL SUFFICIENCY:**

Kevin Karpinski Date
Legal Counsel

City of Takoma Park

Witness

BY: _____ (SEAL)
Suzanne R. Ludlow Date
City Manager

**APPROVED AS TO FORM
AND LEGAL SUFFICIENCY:**

Kenneth Sigman Date
City Attorney