

Memorandum of Understanding

2020 work to support election administration in Fulton County, GA

This Memorandum of Understanding is defined by The Elections Group LLC. The work is based upon the "Election Superhero" program running through November 2020.

Engagement Start Date: 8/3/2020. Three to four individuals will be assigned throughout the upcoming 2020 general election election cycle with two starting full time around August 3, 2020. One starting part time around August 24, 2020 and another starting part time around September 6, 2020.

End Date: 12/1/2020

Consideration. In consideration for the services provided herein, the County agrees to pay The Elections Group, LLC a "Consulting Fee" equal to One Dollar (\$1.00).

Services to Be Performed by the Elections Group:

The Elections Group will provide onsite support to Fulton County, GA to provide election support administering the Presidential General election in 2020.

Additional detailed deliverables will be agreed to with local jurisdiction(s) but generally will be focused on providing on-site limited project management and implementation support as the county rapidly adapts to the pandemic. This includes implementing model mail ballot processing plans, in-person voting plans, poll worker training plans, and overall implementation support. The onsite team will work with the backing of The Elections Group, LLC and with the full support of the Fulton County Department of Registration and Elections Leadership. Fulton County Department of Registrations and Elections Leadership will help define and request specific duties and deliverables as needs develop. The Elections Group can also provide post-election, risk-limiting audit support.

Expectations of Fulton County

The Elections Group, LLC staff will be provided with safe working conditions following best available guidance including workstation cubicle with spacing and distancing. If The Elections Group, LLC staff feels unsafe with any duties they are specifically admonished to not take unnecessary risks with their health.

Project Title	Start Date	End Date
1. One full time experienced former elections official from a large county as an onsite team leader. Worker is to provide full time deep management and implementation support.	8/10/2020	11/17/2020

The Elections Groups LLC

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| 2. One full time experienced former elections technician from a large county as an onsite team support analyst. | 8/3/2020 -
11/17/2020 |
| 3. One part time experienced project manager with local Fulton County Government experience. | 8/24/2020 -
11/17/2020 |
| 4. Onboard and assign one part time senior level election consultant. | 9/6/2020 -
11/17/2020 |

Confidential Information:

"Confidential Information" means all non-public information that is disclosed by the County to The Elections Group, LLC, whether before or after the Effective Date and continuing through the term of this Agreement, in whatever form or medium, including without limitation:

- (1) information disclosed either directly or indirectly, in writing, electronic record, orally or by inspection of tangible objects (including without limitation documents, prototypes, samples, plant and equipment), which is designated as "Confidential," "Proprietary" or some similar designation;
- (2) technical information, such as methods, processes, formulae, compositions, systems, techniques, inventions, machines, computer programs and research projects, network & security architecture, design, policies and configurations;
- (3) business information, such as trade secrets (as defined by applicable law), customer lists, pricing data, supply sources, financial and marketing data, production or merchandising systems or plans, business policies or practices (including without limitation the terms of this Agreement);
- (4) information received from others that each party is obligated to treat as confidential;
- (5) information which by the nature of the information or the method of disclosure should reasonably be known by the recipient to be confidential or proprietary; and
- (6) all analyses, compilations, data studies, or other documents or data prepared by recipient or its representatives containing, in whole or in part, any such Confidential Information.


Maintenance of Confidentiality:

The Elections Group, LLC, agrees that: (a) it will only use County's Confidential Information for internal evaluation and collaboration with disclosure in furtherance of the purpose of this Agreement and not for its own benefit or any other purpose; (b), Confidential Information will only be disclosed on a "need-to-know" basis to individuals who have been apprised of the confidential nature of the information, who are employees or consultants of The Elections Group, LLC,, and who are bound to recipient by obligations of confidentiality no less restrictive than those contained herein (collectively, the "Representatives"); (c) it will handle Confidential Information using the same internal security procedures and degree of care regarding confidentiality as similar information belonging to Contractor

The Elections Groups LLC

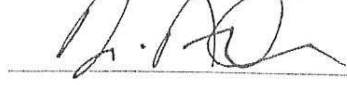
(but not less than reasonable care); and (d) it will not disclose, publish, or provide access to the Confidential Information to any person, corporation, or other organization, except to The Elections Group, LLC's Representatives, without the prior written consent of County.

ELECTIONS GRUP, LLC:



Noah Praetz
Partner

FULTON COUNTY, GEORGIA



Richard Anderson
County Manager

APPROVED AS TO FORM:



Fulton County Attorney's Office

APPROVED AS TO SUBSTANCE:

Department of Registration and Elections