INTERGOVERNMENTAL AGREEMENT FOR THE PROVISION OF ELECTION SERVICES BETWEEN FULTON COUNTY, GEORGIA and CITY OF MOUNTAIN PARK, GEORGIA

THIS INTERGOVERNMENTAL AGREEMENT is entered into this 29 day of July, 2025, between Fulton County, Georgia ("County"), a political subdivision of the State of Georgia, and the City of Mountain Park, Georgia ("City"), a municipal corporation lying wholly or partially within the County (each a "Party" and collectively the "Parties").

WHEREAS, the Parties to this Agreement are both governmental units; and

WHEREAS, the County and the City desire to maintain a mutually beneficial, efficient, and cooperative relationship that will promote the interests of the citizens of both jurisdictions; and

WHEREAS, the City desires to contract with the County to conduct the City's 2025 general election and potential runoff elections for the citizens of the City pursuant to the applicable laws of the State of Georgia; and

WHEREAS, the City and the County 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 or services which they are authorized by law to provide, including an agreement for the conduct of the City elections; and

WHEREAS, O.C.G.A. § 21-2-45(c) authorizes the governing authority of any municipality to contract with the county within which that municipality wholly or partially lies to conduct any or all elections; and

WHEREAS, pursuant to O.C.G.A. § 21-2-45(c), a municipality, via adoption of an ordinance, may authorize a county to conduct such election(s), and the City has adopted such an ordinance; and

WHEREAS, pursuant to O.C.G.A. § 21-2-45(c), a municipality may request that the county perform all duties as superintendent of elections as specified in Title 21 of Georgia Law.

NOW THEREFORE, in consideration of the following mutual obligations, the County and City agree as follows:

ARTICLE 1 - CONDUCT OF ELECTIONS

1.1 This Agreement will govern the conduct of any and all elections which the City requests the County to conduct, including any and all runoffs which may be necessary. It is the intent of the Parties that any elections which the County has agreed to perform based on the City's request ("City Elections") shall be conducted in compliance with all applicable federal, state, and local legal requirements.

1.2 For each election that the City would like the County to perform, the City, at its sole option, shall submit to County a request for the County to conduct the City's municipal election, in the form attached hereto as Exhibit A. Requests must be made and received at the address specified in the Notice Section below no later than **April 28, 2025** to allow the County sufficient advance time and notice to adequately prepare to conduct the City Election. If a request is not made and received within the prescribed time, the County shall not conduct the City's election even if the City has so requested the County conduct an election.

1.3 In the event the City requires a special election as defined by O.C.G.A. § 21-2-2(33), the City and the County shall confer as allowed by law and determine the cost the City will pay for the County's election services, and a mutually convenient date to conduct any such election.

ARTICLE 2 - TERM OF AGREEMENT

This Agreement shall commence on the date that it is executed by the Chairman of the Fulton County, Georgia Board of Commissioners, or on behalf of the governing authority of Fulton County, Georgia and will terminate on **December 31, 2025**, unless otherwise terminated as set forth herein.

ARTICLE 3 - DUTIES AND RESPONSIBILITIES

Pursuant to this Agreement, and contingent upon the City's timely request and agreement by the County to conduct a City election, each Party shall provide the following enumerated services for the election to be held **November 4, 2025**, and any associated runoff elections which may occur:

3.1 The County, through the Department of Registration and Elections ("DRE") or their designee(s), shall be responsible for:

a) Designating early and advance voting sites and hours;

b) Placing the City's candidate(s) on the electronic and printed ballots for City Elections after qualifying;

c) Placing the City's referendum question(s) on the ballot for a City Election after timely written notice from the City is received by the County (which such notice shall include all necessary details and information);

d) Hiring, training, supervising, and paying poll officers and absentee ballot clerks;

e) Preparing and submitting to the City Clerk, as required by O.C.G.A. § 21-2-224(e), a list of electors;

f) Performing duties of elections Superintendent and absentee ballot clerk for the **November 4, 2025**, City Election;

g) Performing logic and accuracy testing as required by Sections 183-1-12-.08 of the Official Compilation of Rules and Regulations of the State of Georgia;

h) Providing staff, equipment and supplies for conducting the **November 4, 2025**, City general election at City polling places on City Election days and for conducting recounts as may be required;

i) Certifying City Election returns as required by O.C.G.A. § 21-2-493, and submitting certified City Election returns to the Georgia Secretary of State and City Clerk or as otherwise directed; and

j) Upon a change in City precincts or voter districts, notifying City residents of any change in voting districts and/or municipal precincts.

3.2 The City shall be responsible for:

a) Recommending, with the understanding that the County shall make the final determination of, early voting sites and hours of operation to the County in conformance with current election laws and regulations;

b) Adopting Election ordinances pursuant to O.C.G.A. § 21-2-45(c);

c) Preparing qualifying materials for potential candidates and performing qualifying of candidates, including any write-in candidates, for City Elections as required by state law, specifically O.C.G.A. § 21-2-130 *et seq.*;

d) Fixing and publishing the qualifying fee as required by O.C.G.A. § 21-2-131;

e) Collecting and retaining the qualifying fee as required by O.C.G.A. § 21-2-131, as it may be amended;

f) Performing filing officer duties as required by the Georgia Government Transparency and Campaign Finance Commission for any and all state reports filed by the candidates or committees in conjunction with City Elections to ensure compliance with Title 21, Chapter 5 of the Official Code of Georgia;

g) Verifying the City's voter list and street maintenance files by **September 26, 2025.**

h) Providing the County with an electronic copy of referendums that must be placed on a ballot;

i) Reviewing ballot proofs and notifying County of corrections or approval within twenty-four (24) hours of receiving proofs for candidate listings; and

j) Otherwise cooperating with the County in the performance of this Agreement and providing the County such documentation and information as it may reasonably request to facilitate the performance of its duties under this Agreement.

ARTICLE 4 - COMPENSATION AND CONSIDERATION

4.1 To conduct the general elections and associated run-off elections for all fifteen (15) municipalities within the County's geographical territory, the County estimates that the total cost to the County will be **$5,571,776.00** to conduct general municipal elections and **$2,387,629.00** to conduct any associated runoff elections.

4.2 In consideration for the County's election services, the City shall pay an estimated pro-rata share of the total election cost based on the City's number of registered voters. Payments must be received by the County at least four (4) months prior to the date of the City's scheduled general election and two (2) weeks prior to any associated run-off election.

4.3 The City's estimated pro-rata share of the total election cost presently is **$0.00** to conduct general municipal elections and **$1,405.34** to conduct any associated runoff elections. This amount is subject to recalculation if the County does not provide all cities within the County's jurisdictional limits with election assistance in 2025. The County will notify the City of any change in the City's estimated pro-rata share no later than **November 14, 2025**.

4.4 If the estimated pro-rata shares payment results in the City making payments in excess of the actual cost of performing the City's requested election services, such excess payments shall be refunded to the City.

4.5 If the actual cost to the County to conduct the City's general election or associated runoff elections exceeds the estimated pro-rata share advance payment made by the City, the City shall pay such excess amount to the County within thirty (30) days of the County's request for payment of the excess amount. Failure on the part of the City to remit payment timely is a material breach of this Agreement.

4.6 Notwithstanding anything else in this Agreement to the contrary, in compliance with O.C.G.A. § 21-2-45(c), the City understands and agrees that it shall be responsible for paying all costs incurred by the County in performing election services which the City has requested from the County.

ARTICLE 5 - SECURITY

5.1 The City shall be solely responsible for providing security at City polling places during the election periods in this Agreement. Additionally, the City shall ensure that the security personnel provided strictly comply with the Law Enforcements Guidelines attached hereto as Exhibit B. The City shall be responsible for any liability resulting from any claims or litigation arising from or pertaining to the acts or omissions of the security personnel provided by the City.

5.2 The County shall not be responsible for providing security at the polling places during the election periods in this Agreement. Furthermore, the County shall not be responsible for any liability resulting from any claims or litigation arising from or pertaining to the acts or omissions of the security personnel not provided by the County, or the security personnel provided by the City. The City agrees to reimburse the County for all costs, including, but not limited to, court costs and attorney fees for the County Attorney or outside counsel, incurred by the County as a

result of any such claim or litigation. The City shall make payment of such reimbursements to the County within thirty (30) days of receipt of any invoice for reimbursement from the County.

ARTICLE 6 - LEGAL RESPONSIBILITIES

6.1 The City shall be solely responsible for any liability resulting from any claims or litigation arising from or pertaining to any City Election, except claims or litigation regarding the acts of agents or employees of the County, the County Board of Registration and Elections, and the County Election Superintendent in connection with any City Election held pursuant to this Agreement. The City agrees to reimburse the County for all costs, including, but not limited to, court costs and attorney fees for the County Attorney or outside counsel, incurred by the County as a result of any such claim or litigation. The City shall make payment of such reimbursements to the County within thirty (30) days of receipt of any invoice for reimbursement from the County.

6.2 In the event that a City Election is contested, the City shall be solely responsible for any liability resulting from any claims or litigation arising from or pertaining to any contested City Election, except claims or litigation regarding the acts of agents or employees of the County, the County Board of Registrations and Elections, and the County Election Superintendent in connection with any City Election held pursuant to this Agreement. The City agrees to reimburse the County for all costs incurred in responding to the election challenge, including, but not limited to, attorney's fees for the County Attorney or outside counsel and all expenses associated with the election challenge and any appeals thereafter. The City shall make payment of such reimbursements to the County within thirty (30) days of receipt of any invoice for reimbursement from the County. If a second election is required, such election will constitute a City Election under this Agreement and shall be conducted in accordance with the terms of this Agreement.

6.3 It is the intent of the Parties for them, along with their officials, officers, employees and agents to be covered under the auspices of any applicable immunity granted by law, including sovereign immunity and official or qualified immunities.

6.4 Should it be necessary to comply with legal requirements that any of the County's personnel shall be sworn in as a temporary officer or employee of the City, such formality shall be observed without limitation.

ARTICLE 7 - EMPLOYMENT STATUS

7.1 All County personnel assigned under this Agreement are and will continue to be under the supervision of the Fulton County Director of the DRE.

7.2 All City personnel assigned under this Agreement are and will continue to be employees of the City.

ARTICLE 8 – VOTE REVIEW PANEL

8.1 O.C.G.A. § 21-2-483 requires the creation of a vote review panel to manually review ballots rejected by the central tabulator. This statute further requires that in nonpartisan elections, the Chief Judge of the Superior Court of Fulton County, Georgia ("Chief Judge") shall appoint two electors of the City, to serve on a vote review panel. To assist with this requirement, the City agrees

to provide the County with a list of no less than five responsible and morally upstanding electors of the City, from which the Chief Judge may choose. This list shall be provided no later than **October 3, 2025**.

ARTICLE 9 - RECORDKEEPING AND REPORTING

9.1 The DRE is the central repository for all DRE records and makes available public records as defined and required by the Georgia Open Records Act, O.C.G.A. § 50-18-70, *et seq.*, O.C.G.A. § 21-2-51 and O.C.G.A. § 21-2-72, now and as they may be amended hereafter. During the term of this Agreement, the County will continue to comply with the applicable provisions of the Georgia Open Records Act and the Georgia Election Code.

9.2 Except as limited by any provision of state or federal law, the City may request, review and access data and County records stemming from the services provided under this Agreement, at a mutually agreed upon time to ensure compliance with this Agreement.

ARTICLE 10 - E-VERIFY AND TITLE VI

Each Party agrees that it will comply with all E-Verify and Title VI requirements and execute any documents reasonably required related to such compliance. Further, each Party agrees that any contracts let for work completed pursuant to this Agreement shall contain all required E-Verify and Title VI requirements under applicable law.

ARTICLE 11 - AUTHORIZATION

Each of the individuals executing this Agreement on behalf of his or her respective Party agrees and represents to the other Party that he or she is authorized to do so and further agrees and represents that this Agreement has been duly passed upon by the required governmental agency or council in accordance with all applicable laws and spread upon the minutes thereof. The Parties hereto agree that this Agreement is an intergovernmental contract and is entered into pursuant to Article IX, Section III, Paragraph I of the Constitution of the State of Georgia 1983.

ARTICLE 12 - TERMINATION AND REMEDIES

Either Party may unilaterally terminate this Agreement, in whole or in part, for any reason whatsoever or no reason at all, by notice in writing to the other Party delivered at least thirty (30) days prior to the effective date of the termination. Upon termination, the City shall be responsible for any and all costs the County has incurred, for preparation and/or performance of the City Election, up to receipt of notice to terminate this Agreement. Without terminating this Agreement, the County may suspend, delay, or interrupt all or any part of its responsibilities under this Agreement for the period of time that the County determines appropriate for its convenience.

ARTICLE 13 - NOTICES

All required notices shall be given by certified first class U.S. Mail, return receipt requested, or statutory overnight delivery. The Parties further agree to provide to each other non-binding duplicate electronic mail notice. Future changes in address shall be effective upon written

notice being given by the City to the County Elections Superintendent or by the County to the City Clerk. Notices shall be addressed to the Parties at the following addresses:

If to the County: Fulton County Board of Registration and Elections
Attn: Director
5600 Campbellton Fairburn Road
Fairburn, GA 30213

With a copy to: Fulton County Office of the County Attorney
Attn: County Attorney
141 Pryor Street SW, Suite 4038
Atlanta, Georgia 30303

If to the City: City Clerk

_____

_____

With a copy to: City Attorney

_____

_____

ARTICLE 14 - NON-ASSIGNABILITY

Neither Party shall assign any of the obligations or benefits of this Agreement.

ARTICLE 15 - ENTIRE AGREEMENT

The Parties acknowledge, one to the other, that the terms of this Agreement constitute the entire understanding and Agreement of the Parties regarding the subject matter of the Agreement. This Agreement constitutes the entire understanding and agreement between the Parties concerning the subject matter of this Agreement and supersedes all prior oral or written agreements or understandings. No representation oral or written not incorporated in this Agreement shall be binding upon the City or the County. All Parties must sign any subsequent changes in the Agreement.

ARTICLE 16 - SEVERABILITY, VENUE AND ENFORCEABILITY

If a court of competent jurisdiction renders any provision of this Agreement (or portion of a provision) to be invalid or otherwise unenforceable, that provision or portion of the provision will be severed, and the remainder of this Agreement will continue in full force and effect as if the invalid provision or portion of the provision were not part of this Agreement. No action taken pursuant to this Agreement should be deemed to constitute a waiver of compliance with any representation, warranty, covenant or agreement contained in this Agreement and will not operate or be construed as a waiver of any subsequent breach, whether of a similar or dissimilar nature. This Agreement is governed by the laws of the state of Georgia without regard to conflicts of law principles thereof. Should any Party institute suit concerning this Agreement, venue shall be in the Superior Court of Fulton County, Georgia. Should any provision of this Agreement 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 the same, it being agreed that the agents of all Parties have participated in the preparation hereof.

ARTICLE 17 - BINDING EFFECT

This Agreement is intended for the benefit of the Parties hereto and is not for the benefit of, nor may any provision hereof be enforced by, any other person.

ARTICLE 18 - COUNTERPARTS

This Agreement may be executed in several counterparts, each of which shall be an original, and all of which shall constitute but one and the same instrument. Electronic signatures shall have the same weight and effect of wet signatures.

IN WITNESS WHEREOF, the City and County have executed this Agreement through their duly authorized officers on the day and year first above written.

FULTON COUNTY, GEORGIA

_____
Robert L. Pitts, Chairman
Fulton County Board of Commissioners

_____
DATE:

Attest: _____
Tonya R. Grier, Clerk to Commission

APPROVED AS TO FORM:

_____
Y. Soo Jo, County Attorney

APPROVED AS TO SUBSTANCE:

_____
Nadine Williams, Director
Fulton County Department of Registration and Elections

[Signatures Continued on Following Page]

CITY OF MOUNTAIN PARK, GEORGIA

_____ **(SEAL)**

Mayor

APPROVED AS TO FORM:

_____

City Attorney

APPROVED AS TO SUBSTANCE:

_____

City Clerk

EXHIBIT A

As per the Agreement executed on 7/29/2025, the City of Mountain Park, hereby requests that Fulton County conduct its General and potential Runoff Elections beginning on **November 4, 2025**, within the boundary of Fulton County.

The last day to register to vote in this election is **October 6, 2025**.

The list of early voting locations will be forthcoming.

This 29 day of July, 2025.

_____ (SEAL)
City Clerk

Fulton County, Georgia agrees to conduct the City of Mountain Park's General and potential Runoff Elections beginning on **November 4, 2025**, within the boundary of Fulton County.

This _____ day of _____, 2025.

_____ (SEAL)
Robert L. Pitts, Chairman
Fulton County Board of Commissioners

https://fc0365.sharepoint.com/sites/CountyAttorney/CAContracts/Elections/2025 Elections Municipal IGA/02.24.23 2025 IGA - ELECTIONS TEMPLATE for Cities.docx