

FOR THE 2024 GENERAL ELECTION

MEMORANDUM OF AGREEMENT BETWEEN THE GEORGIA SOIL AND WATER CONSERVATION COMMISSION AND THE ELECTION SUPERINTENDENT OF FULTON COUNTY

THIS AGREEMENT, entered into as of this __8th__ day of March 2024, by and between the **Georgia Soil and Water Conservation Commission**, hereinafter referred to as the “Commission”, and the **Election Superintendent of Fulton County, Georgia**, hereinafter referred to as the “Superintendent”.

WHEREAS, the Commission, pursuant to O.C.G.A. §§ 2-6-23, 2-6-27, 2-6-29, 2-6-30, and 2-6-31, and also pursuant to its Rule 600-9, has powers and responsibilities regarding the election of Soil and Water Conservation District Supervisors; and

WHEREAS, the Code of Georgia further provides, “Successors to elected supervisors shall be elected *at the general election ...*” O.C.G.A. § 2-6-31(b)(1), and

WHEREAS, the Georgia Election Code provides for election Superintendents with powers and responsibilities in the conduct of elections, O.C.G.A. § 21-2-70 *et al.*

NOW THEREFORE, in consideration of the mutual covenants and agreements contained herein, it is agreed as follows:

1. The Election Superintendent will conduct and superintend the election of District Supervisors at the general election and in any runoff required by law, as far as is practicable in the manner of any other nonpartisan election in accordance with Title 21 of the Georgia Election Code.
2. The Commission will be responsible for placing and paying for legal advertising in a newspaper or other publication of general circulation within the appropriate area.
3. The Commission will furnish Nominating Petitions to candidates, and will also provide copies of Nominating Petitions to be placed in the office of the Election Superintendent.

4. Candidates will submit completed Nominating Petitions to the Election Superintendent before the deadline of the general election qualifying period. The Superintendent will examine the Nominating Petitions and request the assistance of the Registrar for this and other purposes where the separate function is provided for by law. If difficulties arise the Superintendent will immediately notify the Commission.
5. The Superintendent or the Registrar will certify that the Nominating Petitions are subscribed by at least twenty-five (25) qualified electors of that county, and that each nominee is a qualified elector of that county. The Superintendent will then notify the Commission, as soon as practicable, of the results of the certification process by means of the Nominating Petition Review Forms, attached hereto Exhibit "A".
6. In elections to fill two positions in one-county Soil & Water Conservation Districts, the two (2) candidates receiving the most votes will be declared the winners.
7. In elections to fill three positions in two-county Soil & Water Conservation Districts, the three (3) candidates receiving the most votes will be declared the winners.
8. In all cases of ties, runoff elections will be held four (4) weeks following the election for the tied candidates only, and only when the number of candidates tied is greater than the number of available positions.
9. Absentee balloting shall be permitted in all district supervisor elections in accordance with Title 21 of the Georgia Election Code.
10. Ballots shall contain the names of candidates, listed alphabetically by their surnames, and the incumbent, if applicable, shall be identified.
11. Write-in candidates shall be permitted in all district supervisor elections in accordance with Title 21 of the Georgia Election Code.
12. The Superintendent shall certify the election results as soon as practicable following the election in the manner for other offices and will complete and return to the Commission the official Election Report form, attached hereto as Exhibit B.
13. The Superintendent will "inspect systematically" the conduct of the elections as provided by O.C.G.A. § 21-2-70(8), handling such problems and grievances

as is ordinary for the election, but formal contests and disputes will be handled as provided by law.

14. The parties are independent contractors performing public functions provided by law, and each will act according to its own responsibility. For the Commission the exclusive remedy for its torts will be the Georgia Tort Claims Act., O.C.G.A. §§ 50-21-20 *et seq.*
15. The term of this Agreement will be for the conduct of the 2024 general election including any runoff.
16. This Agreement is intended to establish a protocol for the conduct of the election of District Supervisors, subject to and in accord with relevant law and rules. It is the entire Agreement and instruction for its purpose outside such law and rules, and therefore any changes in the Agreement must be in writing and agreed to by both parties.

IN WITNESS WHEREOF, the Commission and the Superintendent have executed this Agreement as of the date shown below.

GA SOIL & WATER CONSERVATION COMMISSION



BY: _____
Mitch Attaway, Executive Director

03/08/24

Date

COUNTY, GEORGIA

BY: _____
Election Superintendent

Date