

**CITY COUNCIL
ATLANTA, GEORGIA**

21-R-3000

**A RESOLUTION BY COMMITTEE ON COUNCIL TO REGULATE AND PROVIDE FOR THE CALLING OF THE GENERAL ELECTION AND TO CALL THE GENERAL ELECTION FOR THE CITY OF ATLANTA TO BE HELD ON TUESDAY, NOVEMBER 2, 2021, TO ELECT THE MAYOR, CITY COUNCIL PRESIDENT, CITY COUNCIL MEMBERS, AND BOARD OF EDUCATION MEMBERS AND TO RETAIN MUNICIPAL COURT JUDGES; TO CONDUCT A RUN-OFF ELECTION, IF NECESSARY, TO BE HELD ON TUESDAY, NOVEMBER 30, 2021; TO SET THE LOCATION, DATES AND TIMES FOR CANDIDATE QUALIFYING; TO ESTABLISH QUALIFYING FEES; TO ESTABLISH QUALIFYING AS A PAUPER; AND FOR OTHER PURPOSES.
(HELD 1/4/21 IN COMMITTEE OF THE WHOLE)**

WHEREAS, pursuant to the Georgia Election Code Section 21-2-9(c), the City of Atlanta will hold a General Election on Tuesday, November 2, 2021, to fill the offices of Mayor, City Council President, City Council Members and Board of Education Members; and

WHEREAS, pursuant to the Georgia Election Code Section 21-2-501(a)(4), the City of Atlanta will hold a Run-off Election on Tuesday, November 30, 2021, if necessary; and

WHEREAS, said municipal general election and, if necessary, run-off election, shall be held to fill the offices of Mayor, Council President, Council Members, Board of Education Members and to retain Municipal Court Judges: and

WHEREAS, pursuant to the Official Code of Georgia Section 21-2-131(a) 1(A); the governing authority of any municipality, not later than February 1 of any year in which a general election is to be held, shall fix and publish a qualifying fee for each municipal office to be filled in the upcoming election; and

WHEREAS, further pursuant to the Official Code of Georgia Section 21-2-131(a)1(A), such fee shall be 3 percent of the total gross salary of the office paid in the preceding calendar year; including all supplements authorized by law; and

WHEREAS, the current annual salaries for the aforementioned elected municipal offices are as follows; Mayor - \$184,300.00; Council President - \$62,000.00; City Council Member - \$60,300.00; Board of Education Member - \$15,1700.00; and

WHEREAS, pursuant to the Official Code of Georgia Section 21-2-132 (g) and (h), a pauper's affidavit and accompanying qualifying petition may be filed in lieu of paying a qualifying fee.

NOW, THEREFORE BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF ATLANTA, GEORGIA, that

SECTION 1. That a Municipal Election shall be held on Tuesday, November 2, 2021 for the election of the Mayor, President of the City Council, all City Council Members, all Board of Education Members, and for the retention of all Municipal Court Judges.

SECTION 2. That a Run-off Election, if necessary, shall be held on Tuesday, November 30, 2021.

SECTION 3. That the qualifying fees for the aforementioned elected municipal offices shall be 3 percent of the total gross salary of the office paid in the preceding calendar year and are therefore set as follows:

Mayor	\$5,529.00
City Council President	\$1,860.00
City Council Member	\$1,809.00
Board of Education Member	\$455.10

SECTION 4. Candidates shall qualify to fill the aforementioned offices by filing a notice of candidacy and paying the required fee to the Municipal Clerk/Election Superintendent or designated agent; or by filing a notice of candidacy, a pauper's affidavit, and accompanying qualifying petition with the Municipal Clerk/Election Superintendent or designated agent.

SECTION 5. Pursuant to the Official Code of Georgia Section 21-2-132 (c)(3)(A), qualifying to fill the aforementioned offices shall take place at Atlanta City Hall, 55 Trinity Avenue, 2nd Floor, Council Chamber on Tuesday, August 17, Wednesday, August 18, Thursday, August 19, and Friday, August 20, 2021, between the hours of 8:30a.m. and 4:30p.m. each day.

SECTION 6. That the Municipal Clerk/ Election Superintendent shall publish the qualifying fees, location, dates, and times, as noted above, in the Atlanta Journal-Constitution, The Fulton County Daily Report and The Champion Newspaper not later than February 1, 2021.

SECTION 7. That all polls within the City of Atlanta in both Fulton County and DeKalb County shall be opened at 7:00 a.m. and shall remain open continuously until 8:00 p.m. for the General Election and the Run-off Election, if one is necessary, pursuant to Official Code of Georgia Section 21-2-403.

SECTION 8. That the names of candidates seeking election shall appear on the ballot alphabetically by last name without titles or party affiliations under the headings of the respective offices they are seeking.

SECTION 9. That the incumbency of a candidate seeking election for the public office he or she then holds shall be indicated on the ballot.

SECTION 10. That the names of judges seeking retention for the public office he or she then holds shall be indicated on the ballot alphabetically by last name without party affiliations under the headings of the respective offices they are seeking.

SECTION 11. That the Municipal Clerk/Election Superintendent shall "call" said Election by publishing notice of the election in a newspaper of appropriate general circulation.

SECTION 12. That sample ballot labels, once printed, will be made available to the public in the Office of the Municipal Clerk/Election Superintendent at Atlanta City Hall, the Clerk's Office of the Fulton County Superior Court, the Clerk's Office of the DeKalb County Superior Court, the Fulton County Registration and Elections Office, the DeKalb County Registration and Elections Office, and at schools, libraries and other public buildings.

SECTION 13. That registered absentee ballot voters within the City of Atlanta in both Fulton County and DeKalb County shall be authorized to vote by mail or in person and that the Fulton County Board of Registrations and Election, as Election Superintendent for the conduct of the Election shall provide and staff Advance (Early) Voting at designated locations throughout Fulton County and within DeKalb County for utilization by all City of Atlanta voters in Fulton and DeKalb Counties.

SECTION 14. That all resolutions or parts of resolutions in conflict herewith are hereby repealed.

CITY COUNCIL
ATLANTA, GEORGIA

21-R-3000

A RESOLUTION BY COMMITTEE ON COUNCIL TO REGULATE AND PROVIDE FOR THE CALLING OF THE GENERAL ELECTION AND TO CALL THE GENERAL ELECTION FOR THE CITY OF ATLANTA TO BE HELD ON TUESDAY, NOVEMBER 2, 2021, TO ELECT THE MAYOR, CITY COUNCIL PRESIDENT, CITY COUNCIL MEMBERS, AND BOARD OF EDUCATION MEMBERS AND TO RETAIN MUNICIPAL COURT JUDGES; TO CONDUCT A RUN-OFF ELECTION, IF NECESSARY, TO BE HELD ON TUESDAY, NOVEMBER 30, 2021; TO SET THE LOCATION, DATES AND TIMES FOR CANDIDATE QUALIFYING; TO ESTABLISH QUALIFYING FEES; TO ESTABLISH QUALIFYING AS A PAUPER; AND FOR OTHER PURPOSES.

(Held 1/4/21 in Committee of the Whole)

Workflow List:

Atlanta City Council	Completed	01/04/2021 1:00 PM
Atlanta City Council	Completed	01/19/2021 1:00 PM
Committee on Council	Pending	01/19/2021 11:15 AM

HISTORY:

01/04/21 Atlanta City Council HELD IN COMMITTEE

RESULT:	HELD IN COMMITTEE [UNANIMOUS]
MOVER:	J. P. Matzigkeit, Councilmember, District 8
SECONDER:	Antonio Brown, Councilmember, District 3
AYES:	Bond, Westmoreland, Dickens, Smith, Farokhi, Brown, Winslow, Archibong, Ide, Shook, Matzigkeit, Hillis, Boone, Overstreet, Sheperd

01/19/2021 Atlanta City Council ADOPTED AS AMENDED

RESULT:	ADOPTED AS AMENDED [UNANIMOUS]
MOVER:	J. P. Matzigkeit, Councilmember, District 8
SECONDER:	Antonio Brown, Councilmember, District 3
AYES:	Bond, Westmoreland, Dickens, Smith, Farokhi, Brown, Winslow, Archibong, Ide, Shook, Matzigkeit, Hillis, Boone, Overstreet, Sheperd

Certified by Presiding Officer	Certified by Clerk
<p style="text-align: center;">CERTIFIED</p> <p style="text-align: center;">1/19/2021</p> <p style="text-align: center;">ATLANTA CITY COUNCIL PRESIDENT</p> <p style="text-align: center;"><i>Telicia A. Moore</i></p>	<p style="text-align: center;">CERTIFIED</p> <p style="text-align: center;">1/19/2021</p> <p style="text-align: center;">MUNICIPAL CLERK</p> <p style="text-align: center;"><i>[Signature]</i></p>
<p>Mayor's Action</p> <p><i>See Authentication Page Attachment</i></p>	

**CITY COUNCIL
ATLANTA, GEORGIA**

23-R-3607

A SUBSTITUTED RESOLUTION BY COMMITTEE ON COUNCIL AUTHORIZING THE MAYOR TO ENTER INTO AN INTERGOVERNMENTAL AGREEMENT ON BEHALF OF THE CITY OF ATLANTA WITH FULTON COUNTY TO CONDUCT THE 2023 ATLANTA BOARD OF EDUCATION GENERAL ELECTION AND ANY SPECIAL ELECTION(S) HELD IN CONJUNCTION THEREWITH ON NOVEMBER 7, 2023 AND IF NECESSARY, TO CONDUCT AN ATLANTA BOARD OF EDUCATION GENERAL RUNOFF ELECTION TO BE HELD ON DECEMBER 5, 2023 OR SUCH OTHER AUTHORIZED DATE, IN THE PORTION OF THE CITY OF ATLANTA LOCATED IN FULTON COUNTY; TO AUTHORIZE THE PAYMENT OF THE ESTIMATED PRO-RATED EXPENSES ASSOCIATED WITH SUCH ELECTION(S) IN THE AMOUNT OF THREE MILLION FIFTY-TWO THOUSAND FOUR HUNDRED EIGHTEEN DOLLARS AND TWENTY-TWO CENTS (\$3,052,418.22) TO FULTON COUNTY AND SEVENTY-FOUR THOUSAND SEVEN HUNDRED AND TWO DOLLARS AND NINETY-SIX CENTS (\$74,782.96) TO DEKALB COUNTY IN ACCORDANCE WITH THE CITY OF ATLANTA'S ELECTIONS IGA WITH DEKALB COUNTY AUTHORIZED PURSUANT TO 09-O-1394; ALL FUNDS TO BE CHARGED TO AND PAID FROM ACCOUNT NUMBERS LISTED HEREIN; TO APPOINT THE FULTON AND DEKALB COUNTIES BOARD OF REGISTRATION AND ELECTIONS, WITH THE DIRECTOR OF THE FULTON AND DEKALB COUNTIES DEPARTMENT OF REGISTRATION AND ELECTIONS ACTING AS ITS AGENT, AS MUNICIPAL ELECTION SUPERINTENDENT FOR THE PURPOSE OF CONDUCTING SAID ELECTION(S), AS ABSENTEE BALLOT CLERK AND AS MUNICIPAL REGISTRAR; AND FOR OTHER PURPOSES.

WHEREAS, in accordance with Section 21-2-9 (c) of the Georgia Election Code there shall be an Atlanta Board of Education general election on November 7, 2023, in all of the City's regular and customary precincts and polling places within Fulton and DeKalb Counties; with such polling places to remain open continuously from 7:00 a.m. until 8:00 p.m. in accordance with Section 21-2-403 of the Georgia Election Code; and if necessary, there shall be a general run-off Election in all applicable precincts on December 5, 2023; and

WHEREAS, the Atlanta City Council has pursuant to Resolution 23-R-3608 authorized the Mayor to execute an Intergovernmental Agreement with the Atlanta Independent School System (APS) pursuant to which the City of Atlanta shall agree to administer the Atlanta Board of Education general election and APS shall agree to reimburse the City of Atlanta for its actual costs incurred therefor; and

WHEREAS, in accordance with Section 21-2-45 (c) of the Georgia Election Code, the Fulton County Board of Registration and Elections has requested that the City of Atlanta enter into an Intergovernmental Agreement (the "Fulton County IGA") to conduct the November 7, 2023, Atlanta Board of Education general election, and if necessary, the December 5, 2023, general run-off election for the portions of the City of Atlanta located within Fulton County, a copy of the draft Fulton County IGA is attached hereto as Exhibit 'A'; and

WHEREAS, the City of Atlanta wishes to enter into the Fulton County IGA to conduct the Atlanta Board of Education general election to be held on the statutorily authorized date of November 7, 2023, and any necessary general run-off election to be held on December 5, 2023 or such other authorized date; and

WHEREAS, pursuant to Ordinance 09-O-1394, adopted by the Atlanta City Council on September 8, 2009, and approved by Mayor Shirley Franklin on September 11, 2009, the Atlanta City Council authorized the mayor to execute an agreement with DeKalb County to conduct all future municipal elections occurring in the portion of City of Atlanta located in DeKalb County until December 31, 2058 and appointing the DeKalb County Board of Registration and Elections, with its Election Supervisor acting as agents for all such elections until December 31, 2058; and

WHEREAS, pursuant to the terms of the Dekalb County IGA, the City of Atlanta intends to request that Dekalb County conduct the Atlanta Board of Education general election on November 7, 2023, and if necessary, the December 5, 2023, general run-off Election; and

WHEREAS, in accordance with Official Code of Georgia Sections 21-2-70.1(b), 21-2-380.1 and 21-2-212(c), the governing authority of the City of Atlanta is to appoint a municipal election superintendent, an absentee ballot clerk and a municipal registrar in a public meeting and the appointments shall be recorded in the minutes of said meeting; and

WHEREAS, the City of Atlanta will advance all expenses associated with such election(s) in a manner provided in the Fulton County and Dekalb County IGAs

THE CITY COUNCIL OF THE CITY OF ATLANTA, GEORGIA, HEREBY RESOLVES, that in accordance with Section 21-2-45(c) of the Georgia Election Code, the Mayor of the City of Atlanta is hereby authorized to enter into an IGA with Fulton County to conduct the November 7, 2023 Atlanta Board of Education general election, and if necessary, the December 5, 2023 general run-off election within the City of Atlanta ("City") in Fulton County, at all of the regular and customary precincts and polling places; as requested by the City in accordance with the Fulton County IGA, in substantially similar form as Exhibit A, attached hereto.

BE IT FURTHER RESOLVED, that the conduct of the Atlanta Board of Education general election and any necessary General Run-off election includes the full operation of all early voting locations and processes.

BE IT FURTHER RESOLVED, that the Atlanta City Council, in accordance with O.C.G.A. Section 21-2-70.1(b) of the Georgia Election Code does hereby appoints the Fulton County Board of Registration and Elections, with the Director of the Fulton County Department of Registration and Elections acting as its agent, as the Municipal Election Superintendent for the purpose of conducting said City of Atlanta General Municipal Election and any necessary General Run-Off Election in all precincts within the City of Atlanta in Fulton County.

BE IT FURTHER RESOLVED, that the Atlanta City Council, in accordance with O.C.G.A. Section 21-2-380.1 does hereby appoint the Fulton County Board of Registration and Elections, with the Director of the Fulton County Department of Registration and Elections acting as its agent, as Absentee Ballot Clerk for said Election(s).

BE IT FURTHER RESOLVED, that the Atlanta City Council, in accordance with O.C.G.A. Section 21-2-212(c) does hereby appoint the Fulton County Board of Registration and Elections, with the Director of the Fulton County Department of Registration and Elections acting as its agent, as Municipal (Chief) Registrar for said Election(s).

BE IT FURTHER RESOLVED, that the appointments noted herein of this Resolution made at this regular meeting of the Atlanta City Council shall be recorded in the minutes of said meeting.

BE IT FURTHER RESOLVED, that the Atlanta City Council approves the City of Atlanta's request that Dekalb County conduct their General Municipal Election on November 7, 2023 and any Run-off election on December 5, 2023, as an agent of Fulton County in nine (9) precincts located in the City of Atlanta, Dekalb County, Georgia, pursuant to EXHIBIT A of the Dekalb County IGA.

BE IT FURTHER RESOLVED, that the projected City's total estimated pro-rated cost calculated by and received from Fulton County, to conduct the November 7, 2023 General Municipal Election and the General Run-off Election, if necessary, is Three Million Fifty-Two Thousand Four Hundred Eighteen Dollars and Twenty-Two Cents (\$3,052,418.22).

BE IT FURTHER RESOLVED, that pursuant to the Fulton County IGA, if the estimated pro-rata share results in the City making payments to Fulton County in excess of the actual cost of performing the City's requested election services, such excess payments shall be refunded to the City, while if the actual cost to Fulton County 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.

BE IT FURTHER RESOLVED, that the projected City's total estimated pro-rated cost calculated by and received from Dekalb County, to conduct the November 7, 2023 General Municipal Election and the General Run-off Election, if necessary, is Seventy-Four Thousand Seven Hundred and Two Dollars and Ninety-Six Cents (\$74,782.96).

BE IT FURTHER RESOLVED, that the City of Atlanta will advance the estimated pro-rated expenses associated with such election(s) in a manner provided in the Fulton County and Dekalb County IGAs, in the amount of Three Million Fifty-Two Thousand Four Hundred Eighteen Dollars and Twenty-Two Cents (\$3,052,418.22) to Fulton County or Seventy-Four Thousand Seven Hundred and Two Dollars and Ninety-Six Cents (\$74,782.96) to Dekalb County.

BE IT FURTHER RESOLVED, that the City Attorney be and is hereby directed to prepare an appropriate intergovernmental agreement with Fulton County for execution by the Mayor, in substantially the form attached hereto and identified as "Exhibit A", and to be approved by the City Attorney as to final form.

BE IT FURTHER RESOLVED, that the intergovernmental agreement with Fulton County shall not become binding on the City and the City shall incur no liability upon same until such agreement has been signed by the Mayor, signed, sealed and delivered by the Municipal Clerk to the contracting party.

BE IT FINALLY RESOLVED, that all payments authorized in accordance herewith shall be charged to and paid from Account Number 1001 (General Fund), 200317 “NDP Fulton County Election Expense”, 5710001 (“Payments to other governments”), and 1400000 (Elections), and 1001 (General Fund), 200518 (“NDP Dekalb County”), 5710001 (“Payments to other governments”) and 1400000 (Elections).

CITY COUNCIL
ATLANTA, GEORGIA

23-R-3607

LEGISLATION HISTORY – BLUE BACK

A SUBSTITUTED RESOLUTION BY COMMITTEE ON COUNCIL AUTHORIZING THE MAYOR TO ENTER INTO AN INTERGOVERNMENTAL AGREEMENT ON BEHALF OF THE CITY OF ATLANTA WITH FULTON COUNTY TO CONDUCT THE 2023 ATLANTA BOARD OF EDUCATION GENERAL ELECTION AND ANY SPECIAL ELECTION(S) HELD IN CONJUNCTION THEREWITH ON NOVEMBER 7, 2023 AND IF NECESSARY, TO CONDUCT AN ATLANTA BOARD OF EDUCATION GENERAL RUNOFF ELECTION TO BE HELD ON DECEMBER 5, 2023 OR SUCH OTHER AUTHORIZED DATE, IN THE PORTION OF THE CITY OF ATLANTA LOCATED IN FULTON COUNTY; TO AUTHORIZE THE PAYMENT OF THE ESTIMATED PRO-RATED EXPENSES ASSOCIATED WITH SUCH ELECTION(S) IN THE AMOUNT OF THREE MILLION FIFTY-TWO THOUSAND FOUR HUNDRED EIGHTEEN DOLLARS AND TWENTY-TWO CENTS (\$3,052,418.22) TO FULTON COUNTY AND SEVENTY-FOUR THOUSAND SEVEN HUNDRED AND TWO DOLLARS AND NINETY-SIX CENTS (\$74,782.96) TO DEKALB COUNTY IN ACCORDANCE WITH THE CITY OF ATLANTA’S ELECTIONS IGA WITH DEKALB COUNTY AUTHORIZED PURSUANT TO 09-O-1394; ALL FUNDS TO BE CHARGED TO AND PAID FROM ACCOUNT NUMBERS LISTED HEREIN; TO APPOINT THE FULTON AND DEKALB COUNTIES BOARD OF REGISTRATION AND ELECTIONS, WITH THE DIRECTOR OF THE FULTON AND DEKALB COUNTIES DEPARTMENT OF REGISTRATION AND ELECTIONS ACTING AS ITS AGENT, AS MUNICIPAL ELECTION SUPERINTENDENT FOR THE PURPOSE OF CONDUCTING SAID ELECTION(S), AS ABSENTEE BALLOT CLERK AND AS MUNICIPAL REGISTRAR; AND FOR OTHER PURPOSES.

Workflow List:

Committee on Council	Completed	05/15/2023 11:00 AM
Atlanta City Council	Completed	05/15/2023 1:00 PM
Atlanta City Council	Completed	05/15/2023 1:00 PM
Atlanta City Council	Completed	06/05/2023 1:00 PM
Committee on Council	Completed	06/05/2023 11:00 AM
Atlanta City Council	Completed	06/05/2023 1:00 PM

HISTORY:

05/15/23 Committee on Council FAVORABLE

RESULT:	FAVORABLE [UNANIMOUS]	Next: 5/15/2023 1:00 PM
MOVER:	Alex Wan, District 6	
SECONDER:	Amir R Farokhi, District 2	
AYES:	Bakhtiari, Amos, Boone, Farokhi, Shook, Wan, Winston	

05/15/23 Atlanta City Council REFERRED TO COMMITTEE

RESULT: REFERRED TO COMMITTEE [14 TO 0] Next: 6/5/2023 11:00 AM
AYES: Bond, Westmoreland, Waites, Winston, Farokhi, Amos, Dozier, Bakhtiari, Wan, Shook, Norwood, Hillis, Boone, Overstreet
AWAY: Antonio Lewis

06/05/23 Committee on Council FAVORABLE ON SUBSTITUTE

RESULT: FAVORABLE ON SUBSTITUTE [UNANIMOUS] Next: 6/5/2023 1:00 PM
MOVER: Alex Wan, District 6
SECONDER: Liliana Bakhtiari, Chair, District 5
AYES: Bakhtiari, Amos, Boone, Farokhi, Shook, Wan, Winston

06/05/2023 Atlanta City Council ADOPTED

RESULT: ADOPTED [14 TO 0]
MOVER: Liliana Bakhtiari, Councilmember, District 5
SECONDER: Alex Wan, Councilmember, District 6
AYES: Bond, Westmoreland, Waites, Winston, Farokhi, Amos, Dozier, Bakhtiari, Wan, Shook, Hillis, Boone, Overstreet, Lewis
AWAY: Mary Norwood

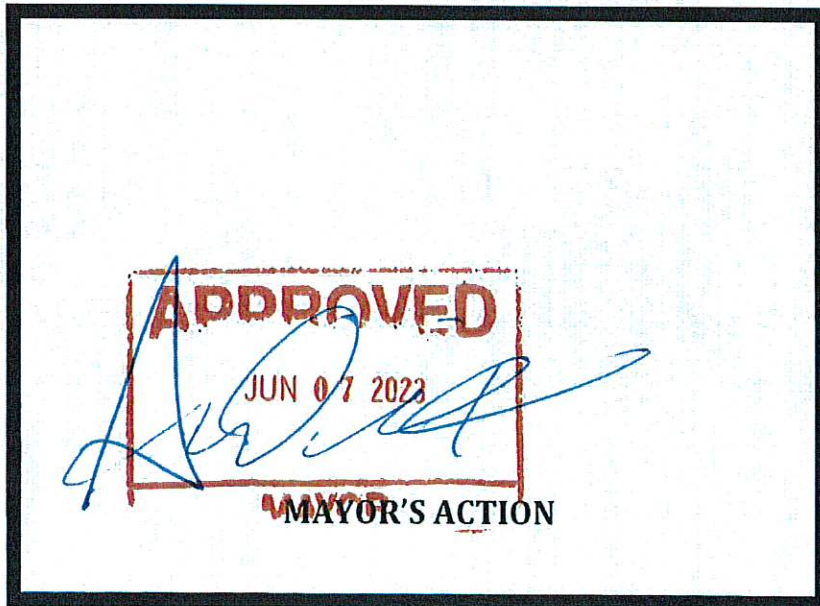
Certified by Presiding Officer	Certified by Clerk
<p style="text-align: center;">CERTIFIED</p> <p style="text-align: center;">6/5/2023 ATLANTA CITY COUNCIL PRESIDENT</p> <p style="text-align: center;"><i>Doug Shipman</i></p>	<p style="text-align: center;">CERTIFIED</p> <p style="text-align: center;">6/5/2023 MUNICIPAL CLERK</p> <p style="text-align: center;"><i>A. Vanessa Wald</i></p>
<p>Mayor's Action</p> <p><i>See Authentication Page Attachment</i></p>	

MAYOR'S ACTION AUTHENTICATION PAGE



23-R-3607

**Adopted by the Atlanta City Council
JUNE 5, 2023**



**INTERGOVERNMENTAL AGREEMENT FOR THE
PROVISION OF ELECTION SERVICES BETWEEN
FULTON COUNTY, GEORGIA and
CITY OF ATLANTA, GEORGIA**

THIS INTERGOVERNMENTAL AGREEMENT is entered into this _____ day of _____, 2023, between Fulton County, Georgia (“County”), a political subdivision of the State of Georgia, and the City of Atlanta, 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 2023 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 March 31, 2023 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 or on behalf of the governing authority of Fulton County, Georgia and will terminate on December 31, 2023, 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 7, 2023, 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 7, 2023 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 7, 2023 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 June 21, 2023.
- 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 \$5,720,000.00 to conduct general municipal elections and \$2,451,900.00 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 **\$3,052,418.22**. This amount is subject to recalculation if the County does not provide all cities within the County's jurisdictional limits with election assistance in 2023. The County will notify the City of any change in the City's estimated pro-rata share no later than September 1, 2023.

4.4 If the estimated pro-rata share 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 - LEGAL RESPONSIBILITIES

5.1 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.

5.2 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.

5.3 To the extent allowed by law, the City agrees to defend and hold harmless the County with respect to any claim, demand, action, damages, judgment, cost and/or expenses (including, without limitation, reasonable attorney's fees and legal expenses) to which the County may be subjected as a consequence of or as a result of any error, omission, tort, intentional tort, willful misconduct, or any other negligence on the part of the City and/or its employees.

5.4 To the extent allowed by law, the County agrees to defend and hold harmless the City with respect to any claim, demand, action, damages, judgment, cost and/or expenses (including, without limitation, reasonable attorney's fees and legal expenses) to which the City may be subjected as a consequence of or as a result of willful misconduct on the part of the County and/or its employees.

5.5 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.

5.6 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 6 - EMPLOYMENT STATUS

6.1 All County personnel assigned under this Agreement are and will continue to be employees of the County for all purposes, including, but not limited to: duties and responsibilities, employee benefits, grievance, payroll, pension, promotion, annual or sick leave, standards of performance, training, workers compensation and disciplinary functions.

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

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

ARTICLE 7 - RECORDKEEPING AND REPORTING

7.1 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.

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

ARTICLE 8 - 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 9 - 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 10 - 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 11 - 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
 130 Peachtree St SW, Suite 2186
 Atlanta, Georgia 30303

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 12 - NON-ASSIGNABILITY

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

ARTICLE 13 - 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 14 - 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 15 - 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 16 - 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 ATLANTA, GEORGIA

_____ (SEAL)

Mayor

APPROVED AS TO FORM:

City Attorney

APPROVED AS TO SUBSTANCE:

City Clerk

EXHIBIT A

As per the Agreement executed on _____, the City of Atlanta, hereby requests that Fulton County conduct its General and potential Runoff Elections beginning on November 7, 2023 within the boundary of Fulton County.

The last day to register to vote in this election is October 10, 2023.

The list of early voting locations will be forthcoming.

This _____ day of _____, 2023.

City Clerk (SEAL)

Fulton County, Georgia agrees to conduct the City of Atlanta’s General and potential Runoff Elections beginning on November 7, 2023, within the boundary of Fulton County.

This _____ day of _____, 2023.

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