

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

THIS INTERGOVERNMENTAL AGREEMENT is entered into this \_\_\_\_ day of \_\_\_\_\_, 2025, between Fulton County, Georgia (“County”), a political subdivision of the State of Georgia, and the City of Roswell, 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.

- 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

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.

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:

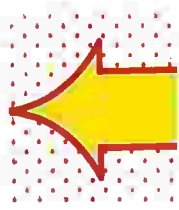
If to the County:                   Fulton County Board of Registration and Elections  
Attn: Director  
5600 Campbellton Fairburn Road  
Fairburn, GA 30213

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  
Nancy Saviano Long  
38 Hill Street  
\_\_\_\_\_  
Boswell, Ga 30075

With a copy to:                   City Attorney  
David Davidson  
38 Hill Street, Suite 110  
\_\_\_\_\_  
Boswell, Ga. 30075

**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 ROSWELL, GEORGIA

*1/12/14*

Mayor



APPROVED AS TO FORM:

*David Davidson*

City Attorney, *David Davidson*

APPROVED AS TO SUBSTANCE:

*Nancy Saviano Long*

City Clerk, *Nancy Saviano Long*

**EXHIBIT A**

As per the Agreement executed on July 28, 2025, the City of Roswell, 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 28<sup>th</sup> day of July, 2025.

Nancy Antonia Long (SEAL)  
City Clerk



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

This \_\_\_\_\_ day of \_\_\_\_\_, 2025.



\_\_\_\_\_  
Robert L. Pitts, Chairman  
Fulton County Board of Commissioners







# Exhibit B

## INVOICE

Fulton County Department of Registration and Elections  
 5600 Campbellton Fairburn Road  
 Fairburn, Georgia 30213  
 Phone: (404) 612-7020

Date: 7/1/2025  
 INVOICE # ROS122025

TO City of Roswell  
 Deputy City Clerk's Office  
 38 Hill Street, Suite 115  
 Roswell, GA 30075  
 770-597-6283  
 Attn: Ms. Nancy long

Item no.	Description	Total
1	Advance to Conduct City of Roswell Public Service Commission General / Municipal General Runoff Election - December 02, 2025	\$196,978.19
	<b>TOTAL DUE</b>	<b>\$196,978.19</b>
<b>MAKE CHECK PAYABLE TO: "FULTON COUNTY DIRECTOR OF FINANCE"</b> <b>MAIL TO: 5600 CAMPBELLTON FAIRBURN ROAD FAIRBURN, GA 30213</b> <b>PAYMENT DUE: NOVEMBER 18, 2025</b>		



# Exhibit B INVOICE

Fulton County Department of Registration and Elections  
 5600 Campbellton Fairburn Road  
 Fairburn, Georgia 30213  
 Phone: (404) 612-7020

Date: 7/3/2025  
 INVOICE #  
**ROS112025REVISED**

TO City of Roswell  
 Deputy City Clerk's Office  
 38 Hill Street, Suite 115  
 Roswell, GA 30075  
 770-597-6283  
 Attn: Ms. Nancy long

Item no.	Description	Total
1	One (1) Additional Advance Polling location: Advance to Conduct City of Roswell Public Service Commission General / Municipal General Election - November 4, 2025	\$41,770.00
	Cost of \$41,770.00 per location	
	TOTAL DUE	\$41,770.00
MAKE CHECK PAYABLE TO: "FULTON COUNTY DIRECTOR OF FINANCE" MAIL TO: 5600 CAMPBELLTON FAIRBURN ROAD FAIRBURN, GA 30213 <b>PAYMENT DUE: AUGUST 7, 2025</b>		



City of Roswell  
Meeting Minutes  
Mayor and Council  
Special Called Meeting

Mayor Kurt Wilson  
Councilmember Sarah Beeson  
Councilmember Christine Hall  
Councilmember G. Lee Hills  
Councilmember David Johnson  
Councilmember William Morthland  
Councilmember Allen Sells

Wednesday, March 26, 2025      5:00 PM      City Hall - Council Chambers

Welcome

Mayor Kurt Wilson: Present, Councilmember Sarah Beeson: Present, Councilmember Christine Hall: Present, Councilmember G. Lee Hills: Present, Councilmember David Johnson: Present, Councilmember William Morthland: Present, Councilmember Allen Sells: Present.

**Invocation/Moment of Silence - Calvin Asbury**

**Pledge of Allegiance - Calvin Asbury**

**Administration and Governance Department - Liaison Councilmember Christine Hall**

- Approval of an additional Advance Voting site for the November 2025 Municipal General Election.**

<b>RESULT:</b>	<b>APPROVED [UNANIMOUS]</b>
<b>MOVER:</b>	Christine Hall, Councilmember
<b>SECONDER:</b>	David Johnson, Councilmember
<b>IN FAVOR:</b>	Beeson, Hall, Hills, Johnson, Morthland, Sells

**Environmental / Public Works Department - Liaison Councilmember Allen Sells**  
Department Head Brian Watson

- Approval to award a contract to Winter Construction for the Green Street Parking Deck in the amount of \$14,485,600 and budget amendment (BA31615653-03-27-25) in amount of \$500,000.**

<b>RESULT:</b>	<b>APPROVED [UNANIMOUS]</b>
<b>MOVER:</b>	Allen Sells, Councilmember
<b>SECONDER:</b>	G. Lee Hills, Councilmember
<b>IN FAVOR:</b>	Beeson, Hall, Hills, Johnson, Morthland, Sells

State of Georgia  
County of Fulton

July 28, 2025

**RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF ROSWELL,  
GEORGIA AUTHORIZING FULTON COUNTY TO CONDUCT THE GENERAL  
MUNICIPAL ELECTION INCLUDING ANY RUNOFF ELECTION AND  
AUTHORIZING THE MAYOR AND/OR CITY ADMINISTRATOR TO EXECUTE AN  
INTERGOVERNMENTAL AGREEMENT (IGA) FOR PROVISION OF THE SAME**

**WHEREAS**, O.C.G.A. Section 21-2-45 authorizes a municipality to contract with a county within which that municipality lies to conduct elections; and

**WHEREAS**, Section Ch.5.30 of the Roswell Code of Ordinances provides that the city council may authorize Fulton County to conduct elections on the city's behalf; and

**WHEREAS**, the City of Roswell and Fulton County have prepared an Intergovernmental Agreement ("IGA") for the provision of election services; and

**WHEREAS**, a copy of said IGA is attached hereto and incorporated herein:

**NOW, THEREFORE, BE IT RESOLVED** by the Mayor and Council of the City of Roswell, Georgia as follows;


Fulton County is authorized to conduct elections and perform duties as superintendent of elections as provided in the attached IGA and the Mayor and/or City Administrator are authorized to execute the IGA attached hereto and incorporated here on behalf of the City of Roswell.

The above Resolution was read and approved by the Mayor and Council of the City of Roswell, Georgia on the 28<sup>th</sup> day of July, 2025.



Kurt M. Wilson, Mayor

Attest:



Nancy Saviano Long, City Clerk

(SEAL)

