

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

THIS INTERGOVERNMENTAL AGREEMENT is entered into this 14th day of July, 2022, 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.

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 this election 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 may by ordinance authorize a county to conduct such election(s), and the City has adopted such an ordinance; and

WHEREAS, the Fulton County Board of Registration and Elections ("BRE") has jurisdiction over the conduct of primaries and elections and the registration of electors in the County; and

WHEREAS, the BRE, among other things, is responsible for the selection and appointment of the elections Superintendent, who selects, appoints, and trains poll workers for elections.

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 City elections be conducted in compliance with all applicable federal, state, and local legal requirements.

1.2 For each City election, City, at its sole option, shall submit to County a request in the form attached hereto as Exhibit A. Requests must be made in conformance with O.C.G.A. § 21-2540, now and as it may be amended hereafter, to the address specified in the Notice Section below. If a timely request is not made, the County shall have no obligation to conduct the City election which was the subject of the request.

1.3 In the event any special City election becomes necessary, the City and the County shall confer and determine a mutually convenient date as allowed by law to conduct any such election.

ARTICLE 2 TERM OF AGREEMENT

This Agreement shall commence on the date that it is executed by or on behalf of the governing authority of Fulton County, Georgia and will terminate on December 31, 2022, unless otherwise terminated as set forth herein.

ARTICLE 3 DUTIES AND RESPONSIBILITIES

Pursuant to this Agreement, each party shall provide the following enumerated services for the election to be held November 8, 2022:

3.1 Upon receipt of request to perform a City election, and the agreement to conduct a City election, the County through the Superintendent 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 state law O.C.G.A. § 21-2-224(e), now and as it may be amended hereafter, a list of electors.

- f) Performing duties of elections Superintendent, and absentee ballot clerk for the November 8, 2022 City Special election;
- g) Performing logic and accuracy testing as required by Sections 183-1-12-.02 and .07 of the Official Compilation of Rules and Regulations of the State of Georgia, now and as they may be hereafter amended;
- h) Providing staff, equipment and supplies for conducting the November 8, 2022 City special 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 state law O.C.G.A. § 21-2-493, now and as it may be amended hereafter, and submitting certified City election returns to the Georgia Secretary of State and City Clerk or as otherwise directed;
- j) Upon a change in City precincts or voter districts, notifying City residents of any change in voting districts and/or municipal precincts; and

3.2 The City shall be responsible for:

- a) Recommending early voting sites and hours of operation to the County.
- b) Adopting Election resolutions pursuant to O.C.G.A. § 21-2-45(c), now and as it may be amended hereafter, and calls for special City elections as required by O.C.G.A. § 21-2-540, now and as it may be amended hereafter;
- 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.*, now and as it may be amended hereafter;
- d) Placing advertisements in the City's legal organ regarding calls for City elections, as required by state law O.C.G.A. § 21-2-540, now and as it may be amended hereafter;
- e) Fixing and publishing the qualifying fee as required by state law under O.C.G.A. § 21-2-131, now and as it may be amended hereafter;
- f) Collecting and retaining the qualifying fee as required by state law O.C.G.A. § 21-2-131, now and as it may be amended hereafter;

- g) 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;
- h) If the City desires to review and verify the accuracy of the voter list(s) for City residents, it must do so not less than 30 days prior to Election Day;
- i) Providing the County with an electronic copy of referendums that must be placed on a ballot;
- j) Reviewing ballot proofs and notifying County of corrections or approval within twenty-four (24) hours of receiving proofs for candidate listings; and
- k) 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 For City elections that are to be conducted contemporaneously with a countywide General Election, pursuant to this Agreement and to action of the Board of Commissioners on August 7, 2019, the City will not be charged for the cost of said election.

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 any error, omission, tort, intentional tort, willful misconduct, or any other negligence on the part of the County and/or its employees.

5.5 It is the intent of the parties to be covered under the auspices of any applicable immunity granted by law.

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 Fulton County Department of Registration and Elections and under the supervision of the Superintendent.

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 County Registration and Elections Department is the central repository for all departmental 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.

Further, the Fulton County Board of Registration and Elections has reviewed and approved this Agreement and has authorized its Chairman and its Chief Administrative Officer to execute any ancillary documents required to complete the November 8, 2022 Special Election, including but not limited to the Notice of the Call of the Special Election and the Notice of the Special Election.

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.

ARTICLE 11 NOTICES

All required notices shall be given by certified first class U.S. Mail, return receipt requested. The parties agree to give each other non binding duplicate facsimile 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 via certified first-class U.S. mail, return receipt requested. 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
Facsimile: 404.730.7024

With a copy to: Fulton County Office of the County Attorney
Attn: County Attorney
141 Pryor Street SW, Suite 4038
Atlanta, Georgia 30303
Facsimile: 404.730.6540

If to the City: City Clerk, Marlee Press
38 Hill Street
Roswell, GA 30075

With a copy to: City Attorney, David Davidson
38 Hill Street
Roswell, GA 30075

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 EBINDING EFFECT

This Agreement shall inure to the benefit of, and be binding upon, the respective parties' successors.

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.

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

APPROVED AS TO SUBSTANCE:

(Seal)

Chair, Board of Commissioners

Attest: _____
Clerk to Commission

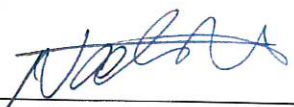
Date: _____

ATTEST:

APPROVED AS TO FORM:

Fulton County Attorney's Office

APPROVED AS TO SUBSTANCE:



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

SIGNATURES APPEAR ON THE FOLLOWING PAGE

CITY OF ROSWELL, GEORGIA

Thos M. W. (SEAL)

Mayor

Date:

7/12/22

APPROVED AS TO FORM:

Michael D.

City Attorney

Marlee Press

City Clerk

(SEAL)



APPROVED AS TO SUBSTANCE:

Marlee Press

City Clerk



EXHIBIT A

As per the Agreement executed on July 12, 2022, the City of Roswell, hereby requests that Fulton County conduct its Special Election on November 8, 2022 within the boundary of Fulton County.

The last day to register to vote in this election is October 11, 2022.

The list of early voting locations will be forthcoming.

This 12th day of July, 2022.

Marilyn Press (SEAL)
City Clerk



The Fulton County Board of Registrations and Elections agrees to conduct the City of Roswell Special Election on November 8, 2022, within the boundary of Fulton County.

This 14th day of July, 2022.

Cheryl Workman (SEAL)
Elections Superintendent
Fulton County Board of Registration and
Elections

STATE OF GEORGIA

Ordinance No. 2022-07-06

COUNTY OF FULTON

Reading: July 11, 2022

**AN ORDINANCE OF THE CITY COUNCIL TO
AUTHORIZE FULTON COUNTY TO CONDUCT ELECTION**

WHEREAS, on November 8, 2022 a special election will be held in the City of Roswell in conjunction with the 2022 General Election to fill the unexpired term of the Councilmember in Post 1 and for the possible issuance of general obligation bonds; and

WHEREAS, O.C.G.A. § 21-2-45 provides that a municipality may authorize and contract with a county to conduct elections; and

WHEREAS, the City of Roswell, Georgia lies wholly within Fulton County; and

WHEREAS, the Mayor and Council of the City of Roswell have determined that an emergency exist under the Roswell City Charter Section Ch.3.190 allowing for only one reading of an ordinance in order to meet deadlines to have Fulton County conduct such election for the City of Roswell during the 2022 General Election:

1.

NOW, THEREFORE, BE IT ORDAINED BY THE MAYOR AND COUNCIL OF THE CITY OF ROSWELL, and it is hereby ordained and established by authority of the same, that the Mayor is authorized to enter into a contract with the Fulton County Department of Registrations and Elections to conduct this election using ExpressPoll or other such measures approved by the Georgia Secretary of State, which contract is attached hereto and incorporated herein.

2.

All ordinances, parts of ordinances, or regulations in conflict herewith are repealed as of the effective date of this Ordinance.

3.

Severability. Should any section of this Ordinance be declared invalid or unconstitutional by any court of competent jurisdiction, such declaration shall not affect the validity of the Ordinance as a whole or any part thereof which is not specifically declared to be invalid or unconstitutional.

4.

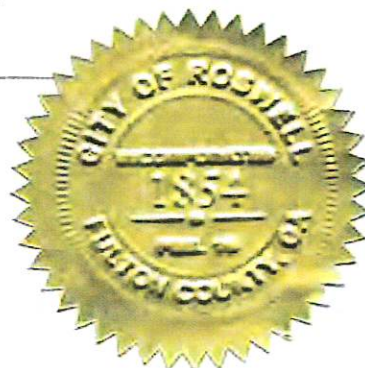
This Ordinance shall take effect and be in force from and after the date of its adoption, the public welfare demanding it.

The above Ordinance having been read according to law is hereby approved by the Mayor and Council of the City of Roswell, Georgia on this 11th day of July 2022.


Kurt M. Wilson, Mayor

Attest:


Marlee Press, City Clerk
(Seal)



STATE OF GEORGIA

CITY OF ROSWELL

July 11, 2022

**A RESOLUTION TO REGULATE AND PROVIDE FOR THE CALLING OF A
SPECIAL ELECTION TO FILL THE UNEXPIRED TERM FOR POST 1 OF THE
ROSWELL CITY COUNCIL; TO PROVIDE FULTON COUNTY TO CONDUCT SAID
ELECTION AND FOR OTHER PURPOSES**

WHEREAS, the City of Roswell, Georgia (hereafter sometimes referred to as the "City"), a legally created and existing municipal corporation of the State of Georgia located in Fulton County, is governed by the Mayor and City Council; and

WHEREAS, the sitting Councilmember holding Post 1 on City Council resigned on June 28, 2022 during the middle of an existing four-year term of office thereby causing a vacancy in the office of the Post 1 City Councilmember; and

WHEREAS, pursuant to City Charter, the Mayor and Council of the City of Roswell are vested with the authority to call for a special election to fill such office; and

WHEREAS, the Mayor and Council have determined that it is in the best interest of the City of Roswell to fill the office through the elective process; and

WHEREAS, under the City Charter, the Mayor and Council are required to call for a special election within sixty (60) days after the office becomes vacant; and

WHEREAS, the Mayor and Council wish to follow the City Charter in the best interest of the City of Roswell; and

WHEREAS, the Mayor and Council recognize that O.C.G.A. § 21-2-45 provides that a municipality may authorize and contract with a county to conduct elections; and

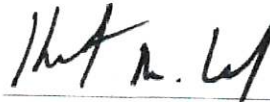
WHEREAS, the Mayor and Council wish to authorize and to contract with Fulton County to conduct the special election; and

WHEREAS, the Mayor and Council recognize that there is no cost for this special election since it will be in conjunction with the scheduled 2022 General Election and Mayor and Council recognize the need to fill the office of City Councilmember for Post 1 in a timely manner:

NOW, THEREFORE, BE IT RESOLVED by the Mayor and Council of the City of Roswell, Georgia, and it is hereby resolved by the authority of same, that there be and is hereby called to be held in the City of Roswell, Georgia on the 8th day of November, 2022 a special election to fill the unexpired term of Post 1 of the Roswell City Council with said election be held in accordance with all State of Georgia and Federal laws; and

BE IT FURTHER RESOLVED by the aforesaid authority that the City shall enter into a contract with Fulton County to conduct said special election in conjunction with the scheduled 2022 General Election.

The above resolution was read and approved by the Mayor and Council of the City of Roswell, Georgia on the 11th day of July, 2022 and shall take effect on the day of its adoption.



Kurt M. Wilson, Mayor

Attest:



Marlee Press, City Clerk
(Seal)



STATE OF GEORGIA

FULTON COUNTY

July 11, 2022

**RESOLUTION OF THE CITY OF ROSWELL, GEORGIA
TO SET QUALIFYING FEES FOR SPECIAL ELECTION**

WHEREAS, effective January 1, 1999, the Georgia Municipal and Georgia Election Codes were combined into one known as the Georgia Election Code; and

WHEREAS, such Code provides at § 21-2-131(a)(1) that qualifying fees shall be fixed not later than February 1 of any year in which a general election is to be held or shall be fixed no later than 35 days prior to a special election; and

WHEREAS, State law provides that such fees shall be three percent (3%) of the total gross salary of the office paid in the preceding year if a salaried office; and

WHEREAS, the Internal Revenue Service has held that councilmembers and municipal court judges hold salaried positions:

NOW, THEREFORE, the Mayor and Council of the City of Roswell, Georgia pursuant to their authority do hereby adopt a Resolution as follows:

1.

The following qualifying fees shall apply to candidates seeking to fill the remaining term of office of City Councilmember for Post 1 in the City of Roswell in the special election to be held November 8, 2022:

City Councilmember- \$540

The qualifying period shall be Monday, August 1, 2022 to Friday, August 5, 2022 with the times being 8:30 a.m. to 4:30 p.m. at Roswell City Hall, 38 Hill Street, Roswell, Georgia.

2.

Let a copy of this Resolution be published in a newspaper of general circulation following its adoption.

The above Resolution was read and approved by the Mayor and Council of the City of Roswell on the 11th day of July, 2022.


Kurt M. Wilson, Mayor

Attest:


Marlee Press, City Clerk
(Seal)

