

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

THIS INTERGOVERNMENTAL AGREEMENT is entered into this 18th day of July, 2022, between Fulton County, Georgia ("County"), a political subdivision of the State of Georgia, and the City of East Point, 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:

- 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;

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.

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

With a copy to: City Attorney

ARTICLE 12 NON-ASSIGNABILITY

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

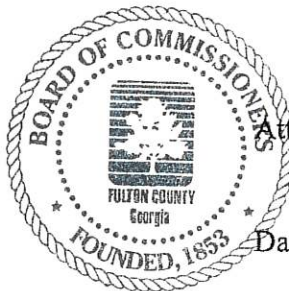
IN WITNESS WHEREOF, the City and County have executed this Agreement through their duly authorized officers on the day and year first above written.

FULTON COUNTY, GEORGIA

APPROVED AS TO SUBSTANCE:

(Seal)

Chair, Board of Commissioners



Attest:

Clerk to Commission

Date:

9/2/2022

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

CITY OF EAST POINT, GEORGIA

Deana Holiday Ingraham

AF32062C45613E707519AE34173445EA contractworks (SEAL)

Mayor

Date: 07/20/2022

APPROVED AS TO FORM:

Brad Bowman

F88E2708362A035D4041864FC16E0272 contractworks

City Attorney

Keshia McCullough

DBFE209E5ECDFB4B8B9DF0953813E16D

City Clerk



APPROVED AS TO SUBSTANCE:

Keshia McCullough

DBFE209E5ECDFB4B8B9DF0953813E16D contractworks

City Clerk

**A RESOLUTION OF THE CITY OF EAST POINT GEORGIA AUTHORIZING THE
CALL OF A SPECIAL ELECTION TO FILL THE UNEXPIRED BALANCE OF THE
WARD B COUNCILMEMBER OFFICE ON NOVEMBER 8, 2022; AND FOR OTHER
PURPOSES.**

WHEREAS, the duly elected governing authority of the City of East Point, Georgia is the Mayor and Council thereof; and

WHEREAS, the City of East Point is a Georgia Municipal Corporation; and

WHEREAS, Pursuant to Georgia law, Thomas Calloway resigned from the office of Ward B Councilmember on the East Point City Council on March 11, 2022, upon his qualification to seek election to the Georgia House of Representatives; and

WHEREAS, East Point Charter Section 3-104 states that in the case of any vacancy in the office of the Mayor or a Councilmember, the City Council shall order a special election to fill the balance of the unexpired term; and

WHEREAS, Pursuant to Georgia law and East Point Charter Section 3-105, Special Elections are governed by the Georgia Election Code, O.C.G.A. § 21-2-1 et seq.; and

WHEREAS, O.C.G.A. § 21-2-540(c)(1)(B) provides potential special election dates for those special elections taking place in even numbered years; and

WHEREAS, the only available special election date in compliance with the Georgia Election code to fill the unexpired term of the Ward B Councilmember in this instance is the Tuesday after the first Monday in November, which falls on November 8, 2022, in conjunction with the state-wide general election; and

WHEREAS, O.C.G.A. § 21-2-540(b) requires that a special election held in conjunction with a state-wide general election be called at least 90 days prior to the date of the special election.

BE IT SO RESOLVED, this 18th day of July, 2022.

CITY OF EAST POINT, GEORGIA

BY: Deana Holiday Ingraham
AF32062C45613E707519AE34173445EA contractworks
Deana Holiday Ingraham, Mayor

APPROVED AS TO FORM:

Brad Bowman
F88E2708362A035D40418B4FC16E0272 contractworks
City Attorney

ATTEST:

Keshia McCullough
DBFE209E5ECDFB4B8B9DF0953813E16D contractworks
City Clerk

OFFICE BUILD SURVEY

How to complete the survey

On the following form ask for information about offices to be filled in the upcoming election. You can enter up to three offices per page. You need to complete a separate entry for each office.

Below, you will find a brief description of each required field:

1. Check One: Partisan - or - Nonpartisan—is this office a partisan office or nonpartisan? Check one
2. Vote For (Numeric Answer) — how many candidates can the voter choose? Can the voter vote for one candidate or more than one candidate for this office?
3. Office Name— Enter the office name as it should appear on the ballot and official documents. Example:
County Commissioner, District 1
4. Office Type (Check One)
 - Countywide = all county voters are eligible
 - County Race = districted office where only voters within the county district are eligible
 - Municipal Wide = all municipal voters are eligible
 - Municipal Race = districted office where only voters within the municipal district are eligible
5. Office Term Start Date— when will this elected official begin their term?
6. Office Term End Date— when will this elected official term end?
7. Qualifying Fee— what is the qualifying fee set by your governing authority for this office?
8. Is this a Special Election for this Office? - Please answer Yes or No
9. Additional Notes—Is there anything else about this office that your liaison should know before building it into the system?



Fulton County

Legislation Details

File #: 22-0532 **Version:** 1 **Name:**
Type: CM Action Item - Open & Responsible Government **Status:** Passed
File created: 7/12/2022 **In control:** Board of Commissioners
On agenda: 8/17/2022 **Final action:** 8/3/2022
Title: Request approval of an Intergovernmental Agreement to conduct Special Elections for the City of East Point in conjunction with the General Election on November 8, 2022 and Runoff Election on December 6, 2022. (APPROVED)

Sponsors:

Indexes:

Code sections:

Attachments: 1. Exhibit 1: Intergovernmental Agreement Fulton County and City of East Point, 2. Exhibit 2: Resolution Establishing a Policy between Municipalities, 3. Exhibit 3: City of East Point - Resolution, 4. Exhibit 4: City of East Point - Office Build Survey

Date	Ver.	Action By	Action	Result
8/3/2022	1	Board of Commissioners	approve	Pass