

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

THIS INTERGOVERNMENTAL AGREEMENT is entered into this 15<sup>th</sup> day of June, 2021, between Fulton County, Georgia ("County"), a political subdivision of the State of Georgia, and the City of Union City, 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. § 21-2-540, 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, 2021, 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 2, 2021:

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 2, 2021 City General 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 2, 2021 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 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 3, 2016, the City will not be charged for the cost of said election.

4.2 That in odd-numbered years when the municipalities and school districts hold regularly scheduled and special elections, the municipalities and school districts will pay a no refund, flat rate of \$2.96 per registered voter for the election. If a run off is required, the municipalities and school districts will pay a no refund, flat rate of \$2.46 per registered voter. The payment of these per registered voter amounts is inclusive of the provision of 10 early voting sites. Additional early voting sites could require additional payment.

That in odd-numbered years, the municipalities, and school districts will coordinate with Fulton County in setting the dates of elections so as to mitigate the financial burden being shifted to Fulton County for the conduct of elections.

The City will pay the actual cost of such election based on a budget prepared in accordance with the form attached hereto as Exhibit B.

#### **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 2021 General Election, including but not limited to the Notice of the Call of the General Election and the Notice of the General 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 Municipal 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 (Shardrella Jewett)  
   5047 Union Street  
   Union City, GA

With a copy to:                      City Attorney (Dennis Davenport)  
   100 Habersham Drive  
   Fayetteville, GA 30214

**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

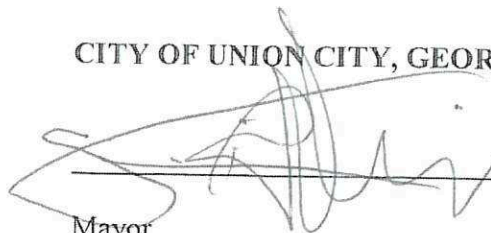
**APPROVED AS TO SUBSTANCE:**

\_\_\_\_\_  
Richard Barron  
Director, Fulton County Department of  
Registration and Elections

SIGNATURES APPEAR ON THE FOLLOWING PAGE

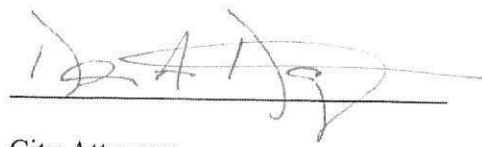



CITY OF UNION CITY, GEORGIA

  
\_\_\_\_\_  
Mayor (SEAL)

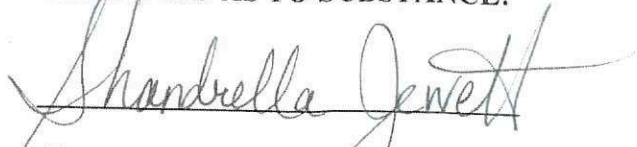
Date: 6/15/21

APPROVED AS TO FORM:

  
\_\_\_\_\_  
City Attorney

  
\_\_\_\_\_  
City Clerk (SEAL)

APPROVED AS TO SUBSTANCE:

  
\_\_\_\_\_  
City Clerk



## EXHIBIT A

As per the Agreement executed on June 15, 2021, the City of Union City, hereby requests that Fulton County conduct its General Election on November 2, 2021 within the boundary of Fulton County.

The last day to register to vote in this election is October 4, 2021.

The list of early voting locations will be forthcoming.

This 15<sup>th</sup> day of June, 2021.

Shandrella Jewett (SEAL)  
City Clerk



The Fulton County Board of Registrations and Elections agrees to conduct the City of Union City General Election on November 2, 2021, within the boundary of Fulton County.

This \_\_\_\_\_ day of \_\_\_\_\_, 2021.

\_\_\_\_\_  
(SEAL)  
Elections Superintendent  
Fulton County Board of Registration and  
Elections





## EXHIBIT B

### CITY OF UNION CITY

#### FLAT-RATE (NON REFUNDABLE) CONTRIBUTION

Election	November 2, 2021 General
Citywide	
Number of Active Registered Voters (as of 3.23.2021)	17,915
Cost Per Voter	\$2.96
Total Cost	<b>\$53,028.00</b>

## Public Notice Order Confirmation

Ad Order # 0000508180 PO # Ordered By Shandrella Jewett  
Account # Name Address  
9026933 CITY OF UNION CITY 5047 UNION STREET, UNION CITY, GA 30291  
Phone Fax Email  
770-515-7820

### Daily Report

Placement: Government Notice Position: Miscellaneous County:  
Run Dates: 01/20, 07/28 # of Ins: 2 Ad Size: 128 Words  
Subject: Municipal General Election Qualifying Dates and Fees

Gross Amount	Affidavit Fee	Amount Due
40.00	5.00	45.00

Ad Text

Corrections

Please review and provide corrections as needed.

### UNION CITY, GEORGIA PUBLIC NOTICE

The Mayor and City Council of the City of Union City, Georgia have set the qualifying fees for municipal offices to be filled in the November 2, 2021 General Election. The qualifying fee shall be in the amount of \$749.70 for the Mayor's position and \$475.50 for each Councilmember's position that is up for election. Said election shall be to elect one (1) Mayor and two (2) Councilmembers. Qualifying will begin **August 16, 2021** and end **August 18, 2021**, between the hours of 8:30 a.m. to 12:30 p.m. and 1:30 p.m. to 4:30 p.m.

Persons desiring to qualify shall file with the Election Superintendent at Union City (City Hall), 5047 Union Street, Union City, Georgia 30291.

Shandrella Jewett, City Clerk  
Election Superintendent  
#0000508180:1/20-2kmo

### Payment By Credit Card

☐ Visa ☐ MC ☐ Amex

Credit Card #:	Exp. Date:	Security Code:
Card Holder Name:	Signature:	Pmt Amount:



## ARTICLE II

### GOVERNMENT STRUCTURE

#### GENERALLY

The plan of government is one of the primary decisions that must be made prior to contacting the local delegation. Provisions to establish the form of government typically fall under Article II of the Charter. Standard examples of sections that set forth the details about city council and mayor follow, as do illustrative provisions specific to the forms of government used in Georgia.

#### LEGISLATIVE BRANCH

##### A. Creation of Offices.

###### *Section 2.10. City Council Creation; Number; Election.*

The legislative authority of the government of this city, except as otherwise specifically provided in this charter, shall be vested in a city council to be composed of [a mayor and] \_\_\_\_ councilmembers. The city council established shall in all respects be a successor to and continuation of the governing authority under prior law. The [mayor and] councilmembers shall be elected in the manner provided by general law and this charter.

*The phrase [a mayor and] as used in the previous section and later sections is generally meant to be included in the council-manager and weak mayor-council plans. It may be excluded in the strong mayor-council form as part of the general separation of powers in that plan.*

*The size of the governing body of municipalities in Georgia varies from three to sixteen members. Excluding the mayor, the most popular sizes for municipal governing bodies in Georgia are four, five and six members; the National Civic League recommends the council be fairly small, between five and nine members.<sup>72</sup> There are several factors to consider in setting the size of the city council. It is argued that smaller legislative bodies are more prompt and efficient decision makers. They can make quicker decisions due to the involvement of fewer numbers. Nevertheless, small governing bodies increase the danger of too limited a debate and an absence of diversity of views on vital issues. On the other hand, large governing bodies may tend to become unwieldy and require the use of committees for the discharge of specific responsibilities. Further, smaller districts are typically represented if there is a large council, thus resulting in "log-rolling"—bargaining for and exchanging votes on a quid pro quo basis,<sup>73</sup> to the detriment of the overall city. In determining the appropriate size, the diversity of population to be represented as well as the size of the city should be taken into account.<sup>74</sup> The following example provisions are offered by the National Civic League.<sup>75</sup>*

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<sup>72</sup> GEORGIA DEPARTMENT OF COMMUNITY AFFAIRS, 2006 MUNICIPAL GOVERNMENT INFORMATION CATALOG, CHAPTER 8; NATIONAL CIVIC LEAGUE, MODEL CITY CHARTER 7 (8th ed. 2003).

<sup>73</sup> *Id.*

<sup>74</sup> *Id.*

<sup>75</sup> NATIONAL CIVIC LEAGUE, MODEL CITY CHARTER 7-10 (8th ed. 2003).

### Alternative 5

#### Mixed At-Large and Single Member District System; Mayor Elected by Council

The council shall be composed of [odd number] of council members elected by the voters of the city at large and one member from each of the even-numbered council districts elected by the voters of those districts, as provided in Article V. The mayor shall be elected from among the at-large members as provided in § 2.32, Alternative 1.

### Alternative 6

#### Mixed At-Large and Single Member District System; Mayor Elected Separately

The council shall be composed of [even number] members elected by the voters of the city at large and one member from each of the even-numbered council districts elected by the voters of those districts, as provided in Article V. The mayor shall be elected as provided in § 2.32, Alternative 2.

### Alternative 7

#### Single-Member District System

The council shall be composed of an even number of members each of whom shall be elected by district by the voters in that district. The mayor shall be elected in accordance with the provisions of § 2.32, Alternative 2.

*The benefit of an at-large system is that it allows citizens “to choose councilmembers best qualified to represent the interest of the city as a whole”.<sup>76</sup> However, in some circumstances, such as very large cities or cities with vast demographic differences, it may be helpful to establish districts so that citizens may have more equitable representation.<sup>77</sup>*

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<sup>76</sup> NATIONAL CIVIC LEAGUE MODEL CITY CHARTER 7 (8th ed. 2003).



*An option to allow more equitable representation is to have a district residency requirement, where districts of equal population are established and one council member resides in each district.<sup>78</sup> The city may also choose to have a mixed system, with some councilmembers elected at large and some elected by and from districts. However, if a mixed system is selected, all members should have equal status on the council, regardless of the method of election, to avoid any perception of superiority of at-large members.<sup>79</sup> The ratio of at-large to district councilmembers is simply a matter of local preference.*

*A final option is the single-member district system, with the mayor elected at-large. Some cities prefer this method as a way to elect minority councilmembers and to reduce the cost of campaigns.<sup>80</sup> However, this system does present the problem that district-specific concerns may override citywide issues. Additionally, the use of at-large seats, residency districts or voting districts must comport with the constitutional requirement of "one person, one vote" and Section 2 of the Voting Rights Act which requires that minority groups have an equal opportunity to participate in the political process.<sup>81</sup> For additional information on districting and redistricting see the GMA publication "2001 Georgia Municipal Redistricting Guide."*

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<sup>77</sup> *Id.* at 8.

<sup>78</sup> *Id.*

<sup>79</sup> *Id.* at 9.

<sup>80</sup> *Id.* at 9-10.

<sup>81</sup> See 42 U.S.C. § 1973; *Baker v. Carr*, 369 U.S. 186 (1962); *Reynolds v. Sims*, 377 U.S. 533 (1964). It is important to note that Section 2 of the Voting Rights Act of 1965 was not affected by the decision of the United States Supreme Court in *Shelby County, Alabama v. Holder*, 133 S.Ct. 2612 (2013).

## B. Terms and Qualifications for Office.

### *Section 2.11. City Council Terms and Qualifications for Office.*

The [mayor and] members of the city council shall serve for terms of 4 years and until their respective successors are elected and qualified. No person shall be eligible to serve as [mayor or] councilmember unless that person shall have been a resident of the city for 12 months prior to the date of election of [mayor or] members of the council; each shall continue to reside therein during that member's period of service and to be registered and qualified to vote in municipal elections of this city.

#### **Alternative: Residence Requirements**

If the city chooses to designate council districts,<sup>82</sup> the following provisions may be desirable:

### *Section 2.11 City Council Terms and Qualifications for Office continued*

In addition to the above requirements, no person shall be eligible to serve as a councilmember representing a council district unless that person has been a resident of the district such person seeks to represent for a continuous period of at least six months immediately prior to the date of the election for councilmember and continues to reside in such district during that person's period of service.

*A general state law provides that the term of office for all city officials shall be four years; however, the General Assembly is authorized to provide by local law for two year terms*

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<sup>82</sup> For more information regarding council districts, see Art. V.

*as authorized by O.C.G.A. § 21-2-541.2.<sup>83</sup> Note that code section 1-3-11 requires a referendum to lengthen or shorten the term of office or abolish an office during the term of office for which the person has been elected.<sup>84</sup>*

*Qualifications for membership on the municipal governing body may vary since most municipal charters prescribe prerequisites for holding a municipal elective office. In addition to such charter requirements, general state law sets forth certain qualifications for candidates for municipal office by describing persons who are ineligible to hold civil office.<sup>85</sup>*

*Currently, general law imposes a 12 month residency requirement unless a different period of time is specified in the charter.<sup>86</sup> While a city may choose to set reelection limits, it is highly recommended that no limits be set so that citizens may reelect officials they feel do a good job.<sup>87</sup> The National Civic League also suggests four-year staggered terms to avoid dramatic changes in the council at each election.<sup>88</sup>*

### C. Vacancies in Office.

#### *Section 2.12. Vacancy; Filling of Vacancies.*

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<sup>83</sup> O.C.G.A. § 21-2-541.1; 21-2-541.2 (2003).

<sup>84</sup> Griffin v. City of Milledgeville, 621 S.E.2d 734 (2005); Burton-Callaway v. Carroll County Board of Elections, 619 S.E.2d (2005).

<sup>85</sup> O.C.G.A. § 45-2-1 (2002 & Supp. 2006).

<sup>86</sup> O.C.G.A. § 45-2-1(a) (2002 & Supp. 2006).

<sup>87</sup> NATIONAL CIVIC LEAGUE, MODEL CITY CHARTER 6 (8th ed. 2003).

<sup>88</sup> *Id.*



- (a) Vacancies - The office of mayor or councilmember shall become vacant upon the incumbent's death, resignation, forfeiture of office, or occurrence of any event specified by the Constitution of the State of Georgia, Title 45 of the Official Code of Georgia Annotated, or such other applicable laws as are or may hereafter be enacted.
- (b) Filling of Vacancies - A vacancy in the office of mayor or councilmember shall be filled for the remainder of the unexpired term, if any, by appointment by the city council or those members remaining if less than 12 months remains in the unexpired term. If such vacancy occurs 12 months or more prior to the expiration of the term of that office, it shall be filled for the remainder of the unexpired term by a special election, as provided for in Section 5.14 of this charter and in accordance with Titles 21 and 45 of the Official Code of Georgia Annotated, or other such laws as are or may hereafter be enacted.
- (c) This provision shall also apply to a temporary vacancy created by the suspension from office of the mayor or any councilmember.

*A 1983 Constitutional amendment, ratified in 1984, provides that vacancies are created when an elected official qualifies for any state, county or municipal elective office, or for the House of Representatives or Senate, more than 30 days prior to the expiration of the present municipal office.<sup>89</sup> Re-qualification for a municipal seat currently held, however, does not create a vacancy. Offices may also be vacated by the death or resignation of the incumbent, by the decision of a competent tribunal, by an act or misfortune of the incumbent which renders that person no longer eligible for office, by the incumbent ceasing to be a resident or*

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<sup>89</sup> GA. CONST. art. II, sec. II, para. V (1983).

*abandoning office, or upon the occurrence of other events enumerated in Title 45 of the Official Code of Georgia Annotated.<sup>90</sup> Except upon the death, resignation or felony conviction of an incumbent, notice must be provided to the person whose office is vacated at least 10 days before filling the vacancy or calling for an election, and the decision to fill the vacancy is subject to appeal to the superior court.<sup>91</sup> If the vacancy is filled by election, the procedures for special elections in Title 21, Chapter 2 of the Official Code of Georgia Annotated must be followed.*

*Vacancies in elective offices may also be created by a recall election initiated by a certain percentage of the electorate. A general law provides the grounds for recall and the manner in which a recall election is held.<sup>92</sup> Vacancies created by recall are to be filled by special election in the manner provided by law.<sup>93</sup>*

*Subsection (c) in the provision on filling of vacancies is important if the local governing body wants to ensure that the charter is clear on their ability to appoint someone to fill the vacancy of an elected official suspended from office after felony indictment and commission recommendation.<sup>94</sup>*

#### D. Compensation and Expenses.

The following general provision allows the amount of compensation for members of the governing body to be fixed by ordinance. State law protects the public by placing limitations and

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<sup>90</sup> O.C.G.A. § 45-5-1(a) (2002 & Supp. 2006). *See generally*, O.C.G.A. §§ 45-5-1 et. seq. (2002 & Supp. 2006).

<sup>91</sup> *Id.* (b).

<sup>92</sup> O.C.G.A. §§ 21-4-3 (7)(B) (2003 & Supp. 2006), 21-4-4 (2003).

<sup>93</sup> O.C.G.A. § 21-4-13 (g) (2003).

<sup>94</sup> *See* GA. CONST. Art. V, Sec. II, Par. VIII(a); O.C.G.A. § 45-5-6 (2002).

procedural requirements on the adoption of salary adjustments for elected municipal officials.<sup>95</sup> It may be useful, however, to set the actual salary of the first council in the charter itself.<sup>96</sup>

*Section 2.13. Compensation and Expenses.*

The mayor and councilmembers shall receive compensation and expenses for their services as provided by ordinance.

**E. Prohibitions.**

**Alternative 1**

*Section 2.14. Holding Other Office; Voting When Financially Interested.*

- (a) Elected and appointed officers of the city are trustees and servants of the residents of the city and shall act in a fiduciary capacity for the benefit of such residents.
- (b) Except as authorized by law, the mayor or any councilmember shall not hold any other city office or city employment during the term for which that person was elected.
- (c) Neither the mayor nor any member of the city council shall vote upon, sign or veto any ordinance, resolution, contract or other matter in which that person is financially interested.

*According to a 1983 Constitutional amendment, no municipal elected official can hold another state, county, or municipal elective office, or serve in the United States Senate or*

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<sup>95</sup> O.C.G.A. § 36-35-4 (2006).

<sup>96</sup> NATIONAL CIVIC LEAGUE, MODEL CITY CHARTER 13 (8th ed. 2003).

*House of Representatives.*<sup>97</sup> In addition, councilmembers are ineligible to hold other municipal offices during their term of office unless they resign from their original office.<sup>98</sup> Furthermore, Georgia courts have held that municipal elected officers are ineligible as a matter of public policy to be salaried employees of the municipality.<sup>99</sup>

O.C.G.A. § 36-30-6 provides that "it is improper and illegal for a member of the city council to vote upon any question, brought before the council, in which he is personally interested". The term "personal interest" has been construed by the courts to mean financial interest with respect to such issues as contracts, the naming of city depositories, and ownership of land which might be affected by public improvements.<sup>100</sup>

The term "financial interest" may have little meaning when applied to a given fact situation not encountered by the courts. Consequently, it may be desirable to go further and spell out specific standards in order to give meaning to the term. The following alternative section may be included to provide guidelines or a standard by which city officials and employees should conduct their personal and business affairs.<sup>101</sup> This could also help to ensure sound, honest administration of government affairs.

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<sup>97</sup> GA. CONST. art. II, sec. II, para. V (1983).

<sup>98</sup> O.C.G.A. § 36-30-4 (2006). See, e.g., *Hughley v. City of Thomaston*, 180 Ga.App. 207, 348 S.E.2d 570 (1986); *Fowler v. Mitcham*, 249 Ga. 400, 291 S.E.2d 400 (1982); 1982 OP. ATTY. GEN. U82-27.

<sup>99</sup> See, e.g., *Welsch v. Wilson*, 218 Ga. 843, 131 S.E.2d 194 (1963).

<sup>100</sup> *DOT v. Brooks*, 254 Ga. 303, 328 S.E.2d 705 (1985); *Story v. City of Macon*, 205 Ga. 590, 54 S.E.2d 396 (1949); *Trainer v. City of Covington*, 183 Ga. 759, 189 S.E. 842 (1937); *Cochran v. City of Thomasville*, 167 Ga. 579, 146 S.E. 462 (1928); *Montgomery v. City of Atlanta*, 162 Ga. 534, 134 S.E. 152 (1926); *Mayor of Hogansville v. Planters Bank*, 27 Ga.App. 384, 108 S.E. 480 (1921); *Smith v. City of Winder*, 22 Ga. App. 278, 96 S.E. 14 (1918); *Hardy v. Mayor of Gainesville*, 121 Ga. 327, 48 S.E. 921 (1904).

<sup>101</sup> See generally, GEORGIA MUNICIPAL ASSOCIATION, ETHICS IN GOVERNMENT: FINDING THE RIGHT COURSE (1993).



STATE OF GEORGIA

CITY OF UNION CITY

RESOLUTION

NO. 2021- 01

**A RESOLUTION OF THE MAYOR AND COUNCIL FOR THE CITY OF UNION CITY; TO ESTABLISH FEES FOR QUALIFYING OF CANDIDATES; TO PROMOTE THE PUBLIC HEALTH, SAFETY AND WELFARE, AND FOR OTHER PURPOSES.**

WHEREAS, the Mayor and Council for the City of Union City (the "City") is the duly elected governing authority for the City; and

WHEREAS, a municipal general election shall be conducted on November 2, 2021, for the purpose of electing a mayor and two councilmembers; and

WHEREAS, the qualifying fee for the mayor shall be seven hundred forty-nine dollars and seventy cents (\$749.70); and

WHEREAS, the qualifying fees for the two councilmembers shall be four hundred seventy-five dollars and fifty cents (\$475.50).

**NOW, THEREFORE BE IT RESOLVED** by the Mayor and Council for the City of Union City, Georgia, that the qualifying fee for candidates for the position of mayor that will be elected on November 2, 2021 shall hereby be established as seven hundred forty-nine dollars and seventy cents (\$749.70) and that qualifying fees for candidates for the two councilmember positions that will be elected on November 2, 2021 shall hereby be established as four hundred seventy-five dollars and fifty cents (\$475.50).

SO RESOLVED this 19<sup>th</sup> day of January, 2021.



(SEAL)

ATTEST:

Shandrella Jewett  
Shandrella Jewett, City Clerk

MAYOR AND COUNCIL OF THE  
CITY OF UNION CITY

By: [Signature]  
Vince R. Williams, Mayor

Approved as to form:

[Signature]  
City Attorney

The judge of the Municipal Court of Union City is hereby authorized to impose certain fees as costs of court pursuant to section 6-103 of the Charter for the City of Union City, with said fees to include (1) warrant application fees; (2) rehearing fees; (3) records correction fees; (4) probation fees; (5) warrant fees; and (6) late fees.  
(Ord. No. 80-7, 10-21-80; Ord. No. 2013-06, 11-19-13)

**Sec. 2-6. City records.**

(a) The Georgia Records Act, O.C.G.A. Title 50, Chapter 18, sections 90—103, requires that all local governments adopt a records management plan. The records of the city are public property and all these records contain information needed for varying lengths of time for the conduct of public business, and some of these records are essential for varying lengths of time for continuity of government or for the protection of the rights and privileges of our citizens. Some of these records contain information that is important as documentary evidence of our heritage and will be treasured by future generations as priceless historical research material. It is in the best interests of our citizens that an efficient and cost effective records management plan be adopted and implemented which will cause any records whose usefulness has ended to be destroyed and which will cause those records which have enduring value to be identified and preserved.

(b) The city clerk, is responsible for records management activities and is directed to act for and in behalf of the mayor and council in directing and coordinating all records management matters.

(c) No record shall be destroyed except in accordance with approved retention schedules.

(d) Whenever any records are destroyed, a certificate of destruction shall be prepared and forwarded to the mayor and council which shall show the type of records destroyed, the approved retention schedule number, the dates covered, and the volume destroyed.  
(Ord. No. 84-2, 2-21-84)

**Sec. 2-7. Methodology for the conduct of municipal elections.**

Pursuant to the Charter of the City of Union City section and O.C.G.A. section 21-2-45(c), all elections necessitated by the governing processes of the City of Union City shall be conducted by Fulton County, Georgia, in accordance with a properly executed agreement which embodies the understanding between the City of Union City and the County of Fulton for the conduct of elections.

(Ord. No. 2005-06, § 1, 5-17-05)

**Secs. 2-8—2-25. Reserved.**