

STATE OF GEORGIA

COUNTY OF GORDON

**INTERGOVERNMENTAL AGREEMENT BETWEEN GORDON COUNTY,
GEORGIA AND THE CITY OF FAIRMOUNT RELATING TO SERVICES
OF THE GORDON COUNTY BOARD OF ELECTIONS AND VOTER REGISTRATION**

This Agreement is made as of the ____ of _____, 2013, by and between Gordon County, a political subdivision of the State of Georgia (hereinafter referred to as “County”) and the City of Fairmount, a municipal corporation (hereinafter referred to as “City”).

WHEREAS, the Georgia General Assembly created the Gordon County Board of Elections and Voter Registration (hereinafter referred to as the “Board of Elections”) having jurisdiction over the conduct of primaries and elections (Ga. Laws 2001, p. 4522, *et seq.*), and provided that the Board of Elections shall, with regard to the preparation for, conduct and administration of primaries and elections, succeed to and exercise all duties and powers granted to and incumbent upon the election superintendent pursuant to Title 21 of the Code of Georgia;

WHEREAS, the Gordon County Board of Elections has discussed and agreed to recommend to the Gordon County Board of Commissioners that it enter into an Agreement with the City of Fairmount for providing the services of the Board of Elections to properly conduct municipal elections pursuant to the applicable laws of the State of Georgia (a copy of the minutes of the Board of Elections meeting of January 15, 2013, is attached as Exhibit “1”);

WHEREAS, the corporate limits of the City of Fairmount are located within Gordon County;

WHEREAS, the City is required to conduct municipal elections from time to time for the

purposes of electing individuals to serve on the City Council of said City, as Mayor of said City, special referenda, bond issues, or called special elections, and the Board of Elections is authorized to provide services to the City under O.C.G.A. Sections 21-2-40(b) and 21-2-45;

WHEREAS, the City requests the services of the Board of Elections to conduct such municipal elections;

WHEREAS, O.C.G.A. Section 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;

WHEREAS, in consideration of the mutual benefits and consideration accruing to each of the parties hereto and for the use of and benefit of the citizens of the entire County, which benefits are hereby expressly acknowledged, and the parties hereto have determined that it is in the best interests of the citizens of the City of Fairmount to enter into an Agreement with Gordon County, as authorized by Article IX, Section III, Paragraph I of the Constitution of the State of Georgia, for the following purposes; and

NOW, THEREFORE, the parties hereto mutually agree as follows:

Section 1. Representations of the Parties. Each party hereto makes the following representations and warranties, which are specifically relied upon by all of the other parties as a basis for entering this Agreement:

(A) The City is a municipal corporation as defined by statutory law and judicial interpretation that has validly adopted a resolution to authorize the entity to enter this Agreement at a public meeting pursuant to the Open Meetings Act, O.C.G.A. Sections 50-14-1 *et seq.*; and

(B) The County has validly adopted a resolution to authorize the entity to enter this

Agreement at a public meeting pursuant to the Open Meetings Act, O.C.G.A. Sections 50-14-1 *et seq.*

Section 2. Term of Agreement. The term of this Agreement shall commence on the 1st day of _____, 2013, and shall continue for a period not to exceed four (4) years, unless terminated prior to that date as set out hereinafter, and shall expire on the _____ day of _____, 2017.

Section 3. Termination. This Agreement may be terminated at any time, with or without cause, by either party upon sixty (60) days written notice. This Agreement shall then terminate and expire on the final day of the sixty (60) day period and each party's obligations hereunder shall cease therewith.

Section 4. Scope of Services. Pursuant to this Agreement, each party shall provide the following enumerated services:

I. The Board of Elections shall provide any and all services required to conduct, manage, and supervise all municipal elections for the City in accordance with all applicable state and local laws, to include the following services:

(A) Select and equip polling places; secure and maintain election equipment; appoint poll officers to serve in primaries and elections; ensure compliance with the State Election Board rules and general laws, instruct poll officers in their duties; receive poll returns; certify and announce the election results; and guarantee the secrecy of the ballot;

(B) Act upon petitions and determine the sufficiency of nomination petitions of candidates;

(C) At a mutually agreed upon time, the election superintendent shall call for an election,

to be held in all applicable voting precincts in the City;

(D) The Board of Elections shall be responsible for taking all steps necessary to obtain pre-clearance approval for said election from the Justice Department of the United States of America;

(E) The date of such election shall be set as provided by law, the polls of each election district of the City shall be open at 7:00 a.m. and close at 7:00 p.m., the election shall be held in accordance with the election laws of the State of Georgia, and the Board of Elections shall count the votes of said election in the manner required by law;

(F) Publish the Notice of Election as authorized by law, and prior to the date of any election, appoint the necessary personnel to supervise and hold the municipal election;

(G) Conduct absentee voting and early/advance voting for any and all municipal elections in accordance with the election laws of the State of Georgia; and

(H) In the event that a special election is necessary, the City and the Board of Elections shall confer and reach a mutually convenient date to conduct said election.

II. The City shall provide the following services:

(A) Receive petitions; qualify candidates for election and file notice of their candidacy in accordance with the election laws of the State of Georgia; and prepare and publish all notices and advertisements relating to the conduct of elections;

(B) Provide and file any and all necessary documents and forms as required by the Georgia State Ethics Commission; and

(C) Pay for all costs associated with any and all training for the conducting of municipal elections required for the Board of Elections and poll workers.

Section 5. Compensation. The City shall pay the County all costs incurred in performing those functions which the municipality has requested the Board of Elections to perform, including, but not limited to, any and all usual, standard charges incurred by the County and the Board of Elections during a given election, for example: the cost of poll workers, the printing of ballots, and the publishing of legal notices.

Within ninety (90) days after the date of any election, run-off election, or special election, whichever is last to occur, the Board of Elections shall furnish the City with a complete statement showing all costs and expenses incurred from the said election(s). The City shall remit all expenses and charges in connection with the Election to the County within thirty (30) days after receipt of the invoice that provides said expenses and charges.

Section 6. Indemnity. The City shall indemnify and hold the County and the Board of Elections harmless from any and all claims made concerning or resulting from any election conducted pursuant to the terms of this Agreement, including, but not limited to, all claims made contesting any aspect of a given election, except claims alleging the intentional or willful acts of agents or employees of the County or the Board of Elections in connection with any election held pursuant to this Agreement.

Section 7. Modification. The parties may modify this Agreement in writing by having a modification signed by all parties and adopted in an open public meeting and attached to the minutes of said public meeting.

Section 8. Governing Law. This Agreement and all transactions contemplated hereby, shall be governed by, construed and enforced according to the laws of the State of Georgia.

Section 9. Severability. Should any provision of this Agreement or application thereof

to any person or circumstance be held invalid or unenforceable, the remainder of this Agreement, or the application of such provision, to any person or circumstance, other than those to which it is held invalid or unenforceable, shall not be affected thereby, and each provision of this Agreement shall be valid and enforceable to the full extent permitted by law.

Section 10. Notices. All notices, demands, or requests required or permitted to be given pursuant to this Agreement shall be in writing and shall be deemed to have been properly given or served and shall be effective on being deposited in the United States mail, postage prepaid and certified with return receipt requested to the parties as follows:

GORDON COUNTY:

Gordon County Board of Commissioners
Gordon County Board of Elections
Post Office Box 580
Calhoun, GA 30703

CITY OF FAIRMOUNT:

Mayor and City Council
Post Office Box _____
Fairmount, GA 30139

Section 11. Entire Agreement. This Agreement constitutes the entire understanding of the parties and there are no other agreements or understandings, oral or written, between the parties relating to the subject matter hereof. No amendment or modification of this Agreement shall be valid or binding upon the parties unless made in writing and signed on behalf of such parties by their respective representatives. This Agreement has been authorized by proper action of the respective parties.

IN WITNESS WHEREOF, this Agreement has been:

APPROVED by the Mayor and Council of the City of Fairmount on the ____ day of _____, 2013, and entered on the minutes of the meeting on said date.

ATTEST:

Clerk

Mayor, City of Fairmount, GA

APPROVED by the Gordon County Board of Commissioners on the _____ day of _____, 2013 and entered on the minutes of the meeting of the Board of Commissioners on said date.

ATTEST:

Clerk

Chair, Board of Commissioners
Gordon County, Georgia

AGREED to by the Gordon County Board of Elections and Voter Registration on the _____ day of _____, 2013, and entered on the minutes of the meeting of the Board of Elections and Voter Registration on said date.

ATTEST:

Chair, Gordon County
Board of Elections and
Voter Registration