

STATE OF GEORGIA
COUNTY OF EFFINGHAM

**INTERGOVERNMENTAL AGREEMENT
TO CONDUCT MUNICIPAL ELECTIONS**

THIS INTERGOVERNMENTAL AGREEMENT ("Agreement") is entered into between the Board of Commissioners of Effingham County, Georgia (the "County"), a political subdivision of the State of Georgia, Effingham County Board of Elections and Registration (the "Elections Board"), and the City of Rincon, Georgia (the "City"), a municipal corporation lying wholly within the County.

WHEREAS, the parties to this Agreement are all governmental units; and

WHEREAS, the County, the City, and the Elections Board 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 its municipal election to occur on November 4, 2025; 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 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 City may by ordinance authorize a county to conduct such election(s), and the effectiveness of this Agreement is contingent on the City adopting such an ordinance; and

WHEREAS, H.B. 705 in the 2007 session of the Georgia General Assembly created the Effingham County Board of Elections and Registration; and

WHEREAS, the Elections Board has jurisdiction over the conduct of primaries and elections and the registration of electors in the County; and

WHEREAS, pursuant to H.B. 705, Section 10, the Elections Board has the authority to contract with a City to conduct municipal elections and therefore, the Elections Board is a necessary party to this Agreement; and

WHEREAS, the Elections Board has discussed and agreed to recommend to the County that it enter into an Agreement with the City for providing the services of the Elections Board to properly conduct municipal elections pursuant to the applicable laws of the State of Georgia; and

NOW THEREFORE, in consideration of the following mutual obligations, the County, Elections Board, and City agree as follows:

1.

The City hereby stipulates, covenants, and agrees for the Elections Board to conduct the municipal election to occur in November 4, 2025, and Elections Board agrees to the same.

2.

The City hereby stipulates, covenants, and agrees that the Election Board shall have complete control over the municipal election contemplated in Section 1, except as otherwise stated in this Agreement.

3.

The City stipulates, covenants, and agrees to furnish to Elections Board, in a timely manner, any and all documents necessary for Elections Board to conduct said election including but not limited to positions subject to election and candidates for those positions.

4.

The Elections Board shall review and update, with the assistance of City, if requested, the voter lists in order to have a current and certified list prior to any election.

5.

The City shall provide the facilities necessary to conduct said election in a reasonably, orderly fashion, and as may be requested by Elections Board.

6.

The City shall be responsible for a portion of expenses incurred in conducting its municipal election in conjunction with a County Election on the terms and conditions set forth herein, including, but not necessarily limited to the following:

- a) Newspaper advertisements and notices;
- b) Early/ Advanced voting Poll worker salaries and training;
- c) Election Day Poll worker salaries, training and Manager Pickup;

- d) Postage
- e) Equipment Delivery/Pickup;
- f) Ballots;
- g) Logic and Accuracy Testing;
- h) Equipment Repair;
- i) Polling Location rentals;
- j) All necessary supplies;

The City shall pay the County \$3032 as payment for completion of the tasks assigned to the Elections Board as enumerated herein;

The City shall also pay the County \$3933 for the services of the Election staff full-time personnel or their successors as compensation for the services provided and in lieu of overtime worked. The County will make payment to each full-time employee 30 days after the conclusion of the election, in the amount of

Director of Elections - Laura Bassett - \$1180
Assistant Director – Krystle McDonald - \$1062
Deputy Registrar – Dezita Thompson - \$904
Poll Worker Coordinator – Kris Wampler - \$786

The County shall provide the City with an invoice at the conclusion of the election and the City shall pay said invoice in full within thirty (30) days.

7.

The County Director of Elections & Registration shall be responsible for providing services in certifying results to the Secretary of State's office.

8.

The Election Board's election personnel, as necessary and appropriate as determined by the County Director of Elections and Registration, shall be sworn in as election superintendents for the City and shall conduct all aspects of the election except for filing notices of candidacy and affidavits and any other ethics filings, which will be handled by the City Clerk acting as election superintendent for qualifying. All elections will be conducted using whichever method the Board deems appropriate based on each election. Early voting (both in-person and by mail) for all elections shall take place at the Effingham County Board of Elections and Registration located at 284 GA Highway 119 South, Springfield, Georgia. Further, the City shall not accept any absentee ballots or absentee ballot applications from any voters. The City shall direct any voter with an

absentee ballot or who desires to obtain an absentee ballot to the Effingham County Board of Elections and Registration located at 284 GA Highway 119 South, Springfield, Georgia.

9.

9.1 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 Elections and Registration, and the County Director Elections and Registration in connection with any municipal 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.

9.2 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 municipal election, except claims or litigation regarding the acts of agents or employees of the County, the County Board of Elections and Registration, and the County Director of Elections and Registration 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, the City shall be responsible for all costs and expenses of the second election.

9.3 To the extent allowed by law, the City agrees to defend and hold harmless the County and Elections Board 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.

9.4 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.

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

9.6 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.

9.7 In the event that a city law, ordinance, or code pertaining to the administration of the election directly contradicts or makes more/less strict a portion of the State of Georgia's Election Code (O.C.G.A. Title 21), then the County shall only be responsible for enforcing the requirements set forth in O.C.G.A. Title 21.

10.

10.1 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.

10.2 All Elections Board personnel assigned under this Agreement are and will continue to be part of the Effingham County Department of Elections and Registration and under the supervision of the Director.

10.3 All City personnel assigned under this Agreement are and will continue to be employees of the City.

11.

This Agreement shall be effective upon the City's adoption of an ordinance authorizing the Elections Board to conduct the City's municipal elections to occur during the 2025 elections cycle. If a City fails to adopt such an ordinance within a time frame that would reasonably allow the Elections Board to conduct the City's election to occur in November 2025, this Agreement shall be null and void and have no force and effect to that City. If a City successfully adopts such an ordinance within a time frame that would reasonably allow the Elections Board to conduct the City's election to occur in November 2025, this Agreement shall expire upon the final certification of the election to be conducted under this Agreement.

12.

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 via certified first class U.S. mail, return receipt requested. Notices shall be addressed to the parties at the following addresses:

Notices to the Elections Board shall be sent to the following address:

Effingham County Board of Elections and Registration
Attn: Director of Elections and Registration
284 GA Highway 119 S

Springfield, GA 31329

Notices to the County shall be sent to the following address:

Board of Commissioners of Effingham County
Attn: County Manager
804 S. Laurel St.
Springfield, GA 31329

Notices to the City shall be sent to the following address:

City of Rincon
Attn: City Manager
302 S. Columbia Ave
Rincon, GA 31326

13.

The City hereby stipulates, covenants, and agrees to be responsible for obtaining any clearance for the Justice Department which may be needed prior to any elections being conducted by Elections Board, and City further hereby stipulates, covenants, and agrees to be responsible for compliance with the rules or regulations of any other governmental agency which may be applicable as a result of this Agreement.

14.

The County, Elections Board, and City shall not assign any of the obligations or benefits of this Agreement.

15.

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, the County, or the Elections Board. All parties must sign any subsequent changes in the Agreement.

16.

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 Effingham 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.

17.

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

18.

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.

19.

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.

20.

Further, the Effingham County Board of Elections and Registration has reviewed and approved this Agreement and has authorized its Chairman and its Director of Elections and Registration to execute any ancillary documents required to conduct the municipal election.

21.

This Agreement shall expire upon the final certification of the 2025 municipal election to be conducted under this Agreement.

IN WITNESS WHEREOF, all parties hereto have set their hands and seals the day and year stated below.

BOARD OF COMMISSIONERS OF EFFINGHAM COUNTY, GEORGIA

By: _____
Damon Rahn, Chairman

Attest: _____
Stephanie Johnson, County Clerk

Date: _____

IN WITNESS WHEREOF, all parties hereto have set their hands and seals the day and year stated below.

EFFINGHAM COUNTY BOARD OF ELECTIONS AND REGISTRATION

By: Thomas G. Allen
Thomas G. Allen, Chairman

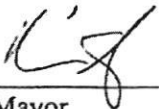
By: Laura Bassett
Laura Bassett, Director of Elections & Registration

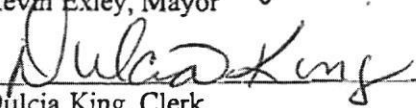
Attest: Krystle McDonald
Krystle McDonald, Assistant Director of Elections & Registration

Date: MAY 12, 2025

IN WITNESS WHEREOF, all parties hereto have set their hands and seals the day and year stated below.

CITY OF RINCON

By: 
Kevin Exley, Mayor

Attest: 
Dulcia King, Clerk

Date: 4/28/25

Approved as to form:

Benjamin M. Perkins, City Attorney

