

STATE OF GEORGIA
COUNTY OF EFFINGHAM

**INTERGOVERNMENTAL AGREEMENT
TO CONDUCT MUNICIPAL ELECTIONS**

THIS INTERGOVERNMENTAL AGREEMENT (“Agreement”) is entered into this 10 day of January, 2023, between the Board of Commissioners of Effingham County, Georgia (the “County”), a political subdivision of the State of Georgia with Consent of the Effingham County Board of Elections and Registration (the “Elections Board”) and the City of Guyton, Georgia (the “City”), a municipal corporation lying wholly 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 its municipal elections to occur in 2023, as well as any run-off elections occurring thereafter to determine the victor of a race originally on the November 2023 ballot; 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) and Section 5.15 of the Charter of the City of Guyton, the 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, the Elections Board has discussed and agreed to recommend to the County that it enter into an Agreement with the City of Guyton 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.

City hereby stipulates, covenants, and agrees for the Elections Board to conduct any and all municipal elections held for or in the City of Guyton, Georgia to occur in 2023, including but not limited to general, special, and runoff elections, including any run-off or other elections occurring in 2024 to determine the victor of a race originally on the November 2023 ballot, and Elections Board agrees to the same.

2.

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

3.

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 elections including but not limited to positions subject to election and candidates for those positions.

4.

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.

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

6.

The City shall be responsible for all fees, costs, and expenses incurred in conducting its municipal elections on the terms and conditions set forth in this Agreement.

7.

For any municipal election covered under this Agreement that takes place concurrently with an election occurring in the County (i.e., County, state, or federal elections), the City shall reimburse the County a sum of \$3,033.49. Said sum was determined by taking the cost per voter to run the most recent municipal election (\$6.15), multiplied by the number of registered voters

in the City (1,973 then multiplied by 0.25 (25% of the Cost to the City, and 75% to the County). If this Agreement is renewed in accordance with Section 15 herein, the sum the City shall reimburse the County for running a municipal election concurrently with a county election shall be determined by multiplying the cost per voter to run the most recent municipal election by the number of registered voters in the City at the beginning of the new term. The City shall have the right to review, upon written request, the data regarding cost per voter upon which the County's cost per voter number is based.

8.

For any municipal election covered under this Agreement that does not take place concurrently with an election occurring in the County, the City shall reimburse the County for any regular time and overtime worked by the election staff and any time worked by any other personnel that is related to that election(s). The County shall have sole discretion to determine if work is related to such election(s), and the County's determination in that regard shall be conclusive and binding on all parties to this Agreement. Where the County conducts a municipal election covered under this Agreement that does not take place concurrently with a County election, the City shall also reimburse the County for the following election expenses to include but not be limited to:

- (i) Salaries/Overtime of Elections Department Staff;
- (ii) Newspaper advertisements and notices;
- (iii) Early/Advanced voting Poll worker salaries, training, lunches and Manager Pickup;
- (iv) Election Day Poll worker salaries, training, and lunches;
- (v) Postage;
- (vi) Equipment Delivery/Pickup;
- (vii) Ballots;
- (viii) Logic and Accuracy Testing;
- (ix) Equipment Repair;
- (x) Polling Location Rentals.

9.

The County shall provide the City with an invoice for the fees, costs, and expenses at the conclusion of each election the County conducts under this Agreement and the City shall pay said invoice in full within thirty (30) days.

10.

In the event that there is no general municipal election for any reason in 2023 (for example, if there is only one candidate qualified for each seat), then none of the costs, expenses, or fees in Sections 7 or 8 of this Agreement shall be incurred or payable.

11.

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

12.

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.

13.

13.1 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.

13.2 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, such election will constitute a municipal election under this Agreement and shall be conducted in accordance with the terms of this Agreement.

13.3 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.

13.4 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.

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

13.6 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.

13.7 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.

14.

14.1 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.

14.2 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.

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

15.

This Agreement shall be effective upon the City's adoption of an ordinance authorizing the City to enter into this Agreement. If the City fails to adopt such an ordinance within a time frame that would reasonably allow the Elections Board to conduct the City's general election to occur in November 2023, this Agreement shall be null and void and have no force and effect. If the City successfully adopts such an ordinance within a time frame that would reasonably allow

the Elections Board to conduct the City's general election to occur in November 2023, this Agreement shall have a one-year term from the Effective Date of this Agreement. This Agreement shall automatically renew itself upon the end of the term unless either party to this Agreement gives the other at least 90 days' written notice from the end of the term that such party intends to not renew the Agreement.

16.

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
601 N. Laurel St.
Springfield, GA 31329

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

City of Guyton
Attn: City Manager
310 Central Boulevard
Guyton, GA 31312

17.

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.

18.

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

19.

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.

20.

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.

21.

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

22.

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.

23.

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.

24.

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.

IN WITNESS WHEREOF, all parties hereto have set their hands and seals the day and year first above written.

BOARD OF COMMISSIONERS OF EFFINGHAM COUNTY, GEORGIA

By: _____
Wesley M. Corbitt, Chairman

Attest: _____
Stephanie Johnson, County Clerk

Date: _____

EFFINGHAM COUNTY BOARD OF ELECTIONS AND REGISTRATION

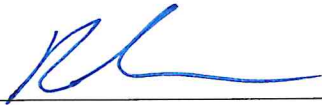
By: _____
Thomas G. Allen, Chairman

By: _____
Olivia R. Morgan, Director of Elections & Registration

Attest: _____
Laura Bassett, Assistant Director of Elections & Registration

Date: _____

CITY OF GUYTON

By: 
Hon. Russ Deen, Mayor

Attest: 
Matthew D. Walker, City Clerk

Date: 1/10/23

Approved as to form:

Benjamin M. Perkins, Esq., City Attorney

