

STATE OF GEORGIA
COUNTY OF EFFINGHAM

**INTERGOVERNMENTAL AGREEMENT
TO CONDUCT MUNICIPAL ELECTIONS**

THIS INTERGOVERNMENTAL AGREEMENT (“Agreement”) is entered into this ___ day of _____, 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”), the City of Guyton, Georgia (the “City”), a municipal corporation lying wholly within the County, the City of Rincon, Georgia (the “City”), a municipal corporation lying wholly within the County, and the City of Springfield, Georgia (the “City”), a municipal corporation lying wholly within the County (each City may hereafter be referred to collectively as the “Cities”).

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

WHEREAS, the County and the Cities desire to maintain a mutually beneficial, efficient and cooperative relationship that will promote the interests of the citizens of both jurisdictions; and

WHEREAS, the Cities desire to contract with the County to conduct its municipal elections to occur in 2023, as well as any run-off elections to determine the victor of a race originally on the November 2023 ballot; and

WHEREAS, the Cities 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), the Cities 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 the Cities 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 Cities 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 Cities agree as follows:

1.

The Cities hereby stipulate, covenant, and agree for the Elections Board to conduct any and all municipal elections held for or in the Cities to occur in 2023, including but not limited to general, special, and runoff elections, as well as any run-off elections occurring in 2023 to determine the victor of a race originally on the November 2023 ballot, and Elections Board agrees to the same.

2.

The Cities hereby stipulate, covenant, and agree that the Election Board shall have complete control over the municipal elections contemplated in Section 1, except as otherwise stated in this Agreement.

3.

The Cities stipulate, covenant, and agree 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.

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

5.

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

6.

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

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 each City's adoption of an ordinance authorizing the Elections Board to conduct the City's municipal elections to occur during the 2023 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 general election to occur in November 2023, 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 general election to occur in November 2023, this Agreement shall expire upon the final certification of all elections 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 Cities shall be sent to the following address:

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

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

City of Springfield
Attn: City Manager
Post Box 1 / 130 S. Laurel Street
Springfield, GA 31329

13.

The Cities hereby stipulate, covenant, and agree 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 Cities further hereby stipulate, covenant, and agree 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 Cities 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 Cities, 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 all 2023 elections 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: _____
Wesley M. Corbitt, 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, Chairman

By: _____
Laura Bassett, Director of Elections & Registration

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

Date: _____

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

CITY OF GUYTON

By: _____
Russell Deen, Mayor

Attest: _____

Print Name/Title: _____

Date: _____

Approved as to form:

Benjamin M. Perkins, City Attorney

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

CITY OF RINCON

By: _____
Kenneth Lee, Mayor

Attest: _____
Dulcia King, Clerk

Date: _____

Approved as to form:

Raymond Dickey, City Attorney

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

CITY OF SPRINGFIELD

By: _____
Barton A. Alderman, Mayor

Attest: _____
Jennifer Smith, Clerk

Date: _____

Approved as to form:

Benjamin M. Perkins, City Attorney