

**STATE OF GEORGIA  
COUNTY OF CLAYTON**

**ORDINANCE NO. 2024-**

AN ORDINANCE BY FOREST PARK, GEORGIA, COUNCILMEMBERS KIMBERLY JAMES, HECTOR GUTIERREZ, LATRESA AKINS-WELLS, AND ALLAN MEARS TO AUTHORIZE THE CLAYTON COUNTY BOARD OF REGISTRATION AND ELECTIONS TO CONDUCT ANY AND ALL MUNICIPAL ELECTIONS HELD BY THE CITY IN 2025; AND FOR OTHER LAWFUL PURPOSES.

**WHEREAS**, the duly elected governing authority of the City of Forest Park, Georgia (the “City”) is the Mayor and Council thereof; and

**WHEREAS**, the Georgia Election Code, O.C.G.A. § 21-2-45(c), provides that the governing authority of a municipality may authorize any county within which that municipality wholly or partially lies to conduct any or all elections; and

**WHEREAS**, the governing authority of the City of Forest Park desires to authorize Clayton County Board of Registration and Elections to conduct any and all municipal elections held by the City in 2025, including, but not limited to, a special election on March 18, 2025.

**BE IT AND IT IS HEREBY ORDAINED BY THE MAYOR AND COUNCIL OF THE CITY OF FOREST PARK, GEORGIA**, and by the authority thereof:

**Section 1.** The Mayor and City Council of the City of Forest Park, Georgia hereby authorizes the Clayton County Board of Registration and Elections to operate as the “Superintendent” of the aforementioned elections and shall perform any and all

functions of the City or any of its officials in connection with the conduct of such election or runoff thereof. The Mayor is hereby authorized to enter into an Intergovernmental Agreement with Clayton County, in substantially the same form as the agreement attached hereto as **Exhibit A** and to take any and all necessary steps to accomplish the purposes and intent of this Ordinance.

**Section 2.** The preamble of this Ordinance shall be considered to be and is hereby incorporated by reference as if fully set out herein.

**Section 3.** (a) It is hereby declared to be the intention of the Mayor and Council that all sections, paragraphs, sentences, clauses and phrases of this Ordinance are or were, upon their enactment, believed by the Mayor and Council to be fully valid, enforceable and constitutional.

(b) It is hereby declared to be the intention of the Mayor and Council that, to the greatest extent allowed by law, each and every section, paragraph, sentence, clause or phrase of this Ordinance is severable from every other section, paragraph, sentence, clause or phrase of this Ordinance. It is hereby further declared to be the intention of the Mayor and Council that, to the greatest extent allowed by law, no section, paragraph, sentence, clause or phrase of this Ordinance is mutually dependent upon any other section, paragraph, sentence, clause or phrase of this Ordinance.

(c) In the event that any phrase, clause, sentence, paragraph or section of this Ordinance shall, for any reason whatsoever, be declared invalid, unconstitutional or otherwise unenforceable by the valid judgment or decree of any court of competent jurisdiction, it is the express intent of the Mayor and Council that such invalidity, unconstitutionality or unenforceability shall, to the greatest extent allowed by law, not

render invalid, unconstitutional or otherwise unenforceable any of the remaining phrases, clauses, sentences, paragraphs or sections of the Ordinance and that, to the greatest extent allowed by law, all remaining phrases, clauses, sentences, paragraphs and sections of the Ordinance shall remain valid, constitutional, enforceable, and of full force and effect.

**Section 4.** All ordinances and parts of ordinances in conflict herewith are hereby expressly repealed to the extent of such conflict.

**Section 5.** The effective date of this Ordinance shall be the date of adoption unless otherwise stated herein.

**Section 6.** The City Clerk, with the concurrence of the City Attorney, authorized to correct any scrivener’s errors found in this Ordinance, including any exhibits, as enacted.

**ORDAINED** this 16 day of December, 2024.

**CITY OF FOREST PARK, GEORGIA**

\_\_\_\_\_

Angelyne Butler, Mayor

**ATTEST:**

\_\_\_\_\_ (SEAL)  
*Michelle Hood, Deputy City Clerk*

**APPROVED AS TO FORM:**

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



**EXHIBIT A**

**INTERGOVERNMENTAL AGREEMENT  
FOR THE PROVISION OF ELECTION SERVICES BETWEEN  
CLAYTON COUNTY, GEORGIA AND  
THE CITY OF FOREST PARK, GEORGIA**

[ATTACHED]

**INTERGOVERNMENTAL AGREEMENT  
FOR THE PROVISION OF ELECTION SERVICES BETWEEN  
CLAYTON COUNTY, GEORGIA AND  
THE CITY OF FOREST PARK**

THIS INTERGOVERNMENTAL AGREEMENT is entered into this 2<sup>nd</sup> day of December 2024, (“**Effective Date**”) between Clayton County, Georgia (the "**County**"), a political subdivision of the State of Georgia, and the City of Forest Park, Georgia (the "**Forest Park**"), a municipal corporation of the State of Georgia.

**WHEREAS**, the parties to this Agreement are both governmental entities; and

**WHEREAS**, the County and Forest Park desire to maintain a mutually beneficial, efficient and cooperative relationship that will promote the interests of the citizens of Clayton County; and

**WHEREAS**, both parties are interested in serving the needs of the citizens of Clayton County by the County providing for the services of conducting elections required and permitted by law; and

**WHEREAS**, Forest Park desires to contract with the County to conduct a special election for Forest Park pursuant to the applicable laws of the State of Georgia; and

**WHEREAS**, Forest Park and the County are authorized by Art. IX, Sec. III, Par. I of the Constitution of the State of Georgia to enter into such an agreement for the conduct of the Special Elections; and

**WHEREAS**, the Clayton County Board of Elections and Registration ("**BER**") has jurisdiction over the conduct of primaries and elections and the registration of electors in the County; and

**WHEREAS**, the BER, among other things, is responsible for the selection and appointment of the election’s supervisor and the selection, appointment, and training of poll workers in elections.

**NOW THEREFORE**, in consideration of the following mutual obligations, the County and Forest Park agree as follows:

**ARTICLE 1  
CONDUCT OF ELECTIONS**

1.1 This Agreement will govern the conduct of the 2025 Municipal Elections (“**Municipal Election**”) which Forest Park requests the County to conduct, including any and all runoffs which may be necessary. It is the intent of the parties that Municipal Election be conducted in compliance with all applicable federal, state, and local legal requirements.

1.2 For the Municipal Election, Forest Park, at its sole option, shall submit to County a proper Election Resolution and Call for Election (the “Calls”) as required by O.C.G.A. § 21-2-540, now and as it may be amended. Said receipt of a proper Election Resolution and Call. Calls shall be attached hereto and incorporated by reference in this Agreement as **Exhibit A**.

## **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 Clayton County, Georgia and will terminate on December 31, 2025, unless otherwise terminated as set forth herein.

## **ARTICLE 3 DUTIES AND RESPONSIBILITIES**

Pursuant to this Agreement, each party shall provide the following enumerated services:

3.1 Upon receipt of receipt of a proper Election Resolution and Call for Election as required by O.C.G.A. § 21-2-540, now and as it may be amended, the BER and/or the County Elections Director, or their designee(s) shall be responsible for:

- a) Designating early and advance voting sites and hours;
- b) Placing Forest Park's ballot question(s) on the ballot for a Municipal Election after timely written notice from Forest Park is received by the County (which such notice shall include all necessary details and information);
- c) Hiring, training, supervising, and paying poll officers and absentee ballot clerks;
- d) Preparing and submitting to Forest Park Clerk, as required by state law, now and as it may be amended hereafter, a list of electors;
- e) Performing duties of election superintendent/supervisor, and absentee ballot clerk for Municipal Elections;
- f) 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;
- g) Providing staff, equipment and supplies for conducting the Special Election at proper polling places on Special Election days and for conducting recounts as may be required; and
- h) Certifying Municipal 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 Special Election returns to the Georgia Secretary of State and Forest Park Clerk or as otherwise directed.

3.2 Forest Park shall be responsible for:

- a) Placing advertisements in Forest Park's legal organ regarding Calls, as required by

- state law O.C.G.A. § 21-2-540, now and as it may be amended hereafter;
- b) Verifying, in a timely manner, accuracy of voter list(s) for Forest Park residents;
  - c) For all aspects related to the issuance of bonds by Forest Park, except for Forest Park referendum election duties specifically requested of the County as provided herein;
  - d) Notifying the County immediately of the need for a Municipal Election including election races and/or ballot referendum questions;
  - e) Providing the County with an electronic copy of referendums that must be placed on a ballot; and
  - f) 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**

Pursuant to this Agreement and O.C.G.A. § 21-2-2-45(c) now and as it may be amended hereafter, Forest Park shall pay to the County all costs incurred in performing the functions agreed upon herein, plus a ten percent (10%) administrative fee. Forest Park agrees to pay County the actual costs incurred by County in conducting Special Elections and administrative fees as stated on the County's invoice. Forest Park shall remit said funds to County within thirty (30) calendar days of receipt of invoice.

#### **ARTICLE 5 LEGAL RESPONSIBILITIES**

5.1 Forest Park shall be solely responsible for any liability resulting from any claims or litigation arising from or pertaining to any Special Election, except claims or litigation regarding the acts of agents or employees of the County, the County Board of Elections and Registration, and/or the County Elections Director in connection with any Special Election held pursuant to this Agreement. Forest Park agrees to reimburse the County for all costs, including, but not limited to, court costs and reasonable attorney fees for the County Attorney or outside counsel, incurred by the County as a result of any such claim or litigation should such costs result from liability resulting from any claims or litigation resulting from a contested Special Election wherein such claims or litigation are the result of acts of agents or employees of Forest Park. Forest Park shall make payment of such reimbursements to the County within thirty (30) calendar days of receipt of any invoice for reimbursement from the County.

5.2 In the event that a Special Election is contested, Forest Park shall be solely responsible for any liability resulting from any claims or litigation arising from or pertaining to any contested Special Election, except claims or litigation regarding the acts of agents or employees of the County, the County Board of Elections and Registration, and/or the County Elections Director in connection with any Special Election held pursuant to this Agreement. Forest Park agrees to reimburse the County for all costs incurred in responding to the election challenge which results from acts



by Forest Park agents or employees, including, but not limited to, reasonable attorney's fees for the County Attorney or outside counsel and all expenses associated with the election challenge and any appeals thereafter. Forest Park shall make payment of such reimbursements to the County within thirty (30) calendar days of receipt of any invoice for reimbursement from the County. If a second election is required, such election will constitute a Special Election under this Agreement and shall be conducted in accordance with the terms of this Agreement.

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

5.4 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 Forest Park, 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 other liability insurance, and disciplinary functions.

6.2 All BER personnel assigned under this Agreement are and will continue to be part of the Clayton County Board of Registration and Elections and under the supervision of the Elections Director. Under no circumstances shall such personnel be considered employees of Forest Park for any purpose, including, but not limited to, the purposes outlined in subsection 6.1.

6.3 All Forest Park personnel assigned under this Agreement are and will continue to be employees of Forest Park.

## **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, Forest Park may request, review and access data and County records at a mutually agreed upon time to ensure compliance with this Agreement.

**ARTICLE 8  
TERMINATION AND REMEDIES**

Either party may unilaterally terminate this Agreement, in whole or in part, for any reason whatsoever by notice in writing to the other party delivered at least thirty (30) calendar days prior to the effective date of the termination.

**ARTICLE 9  
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 Forest Park to the County Elections Director or by the County to Forest Park Manager 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: Clayton County Elections and Registration, Elections Director  
Jonesboro Historical Courthouse, Main Floor  
121 South McDonough Street  
Jonesboro, GA 30236

With a copy to: Clayton County Staff Attorney's Office  
112 Smith Street  
Jonesboro, GA 30236

Forest Park: City Hall  
745 Forest Parkway  
Forest Park, GA 30297

With a copy to: Denmark Ashby LLC  
100 Hartsfield Centre Pkwy., Suite 400  
Atlanta, GA 30354

**ARTICLE 10  
NON-ASSIGNABILITY**

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

**ARTICLE 11  
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 Forest Park or the County. All parties must sign any subsequent changes in the Agreement.

**ARTICLE 12**  
**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 BERach, 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 Clayton 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 13**  
**BINDING EFFECT**

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

**ARTICLE 14**  
**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.

[SIGNATURES SHALL APPEAR ON THE FOLLOWING PAGES]

**IN WITNESS WHEREOF**, the parties hereto have caused this Agreement to be signed by their duly authorized representatives as of the Effective Date first written above.

**CLAYTON COUNTY, GEORGIA**

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Chair

**ATTEST:**

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

[SIGNATURES CONTINUE ON FOLLOWING PAGE]

**CLAYTON COUNTY BOARD OF  
ELECTIONS AND REGISTRATION**

\_\_\_\_\_  
Chair

**ATTEST:**

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

[SIGNATURES CONTINUE ON FOLLOWING PAGE]

**CITY OF FOREST PARK, GEORGIA**

\_\_\_\_\_  
Angelyne Butler, Mayor

**ATTEST:**

\_\_\_\_\_(SEAL)  
Michelle Hood, Deputy City Clerk

**EXHIBIT A**  
**FOREST PARK'S RESOLUTION AND CALLS**

**[Attached]**