

STATE OF GEORGIA
COUNTY OF FAYETTE

**INTERGOVERNMENTAL AGREEMENT FOR CONDUCTING MUNICIPAL
ELECTIONS**

This Agreement entered into this _____ day of _____, 2023 between the TOWN OF TYRONE, a municipal corporation lying wholly or partially within Fayette County, Georgia, hereinafter referred to as “The Town” and Fayette County, Georgia, a political subdivision of the State of Georgia hereinafter referred to as “The County”.

WITNESSETH:

WHEREAS, the Town in performance of its governmental functions will hold the election hereinafter described; and,

WHEREAS, under the provisions of the Georgia Election Code, particularly O.C.G.A. § 21-2-45, the Town may, by ordinance, authorize the County to conduct such election and the Town has heretofore adopted such an ordinance; and

WHEREAS, the County has staff and equipment to conduct such election; and

WHEREAS, the County desires to assist said Town in the conduct of its municipal election.

NOW THEREFORE, for an in consideration of the premises contained herein, it is hereby agreed as follows:

1.

This Agreement shall govern the conduct of the Town of Tyrone’s municipal election to be held on November 7, 2023 and any and all run-offs which may be necessary and any special elections that may occur within twelve (12) months of this Agreement.

2.

Fayette County, through the Fayette County Board of Elections, shall operate as superintendent of the aforementioned election and shall perform any and all functions of the Town or any of the Town’s officials in connection with the conduct of such election with the exception of duties pertaining to the qualification of candidates and pertaining to the responsibility of acting as the Qualifying Officer and providing notification to the State Elections Commission concerning candidacy compliance.

3.

A Town official shall operate as the Superintendent with respect to the qualification of candidates. Such official shall perform any and all functions of the Town or any of its officials in connection with the qualifications of candidates in accordance with O.C.G.A. § 21-2-45 (C) (2). Further, such official shall be responsible for acting as the Qualifying Officer and for notification to the State Elections Commission concerning candidacy compliance.

4.

The County shall supply all of the necessary manpower and transportation to pick up, deliver, set up, store, and return to the County all of the voting equipment used in the election along with all ancillary equipment and necessary supplies.

5.

All the voting equipment shall be programmed by the County in conjunction with the office of the Secretary of State.

6.

All absentee ballots shall be ordered, issued, mailed, and accounted for by the County.

7.

Staffing for the polling locations and training of the staff shall be provided by the County.

8.

All expenses and charges incurred in the performance of said election (except for the actual cost of the State-owned voting system and State-owned ancillary equipment) shall be the responsibility of the Town. Said expenses and charges shall include but not be limited to the following: all costs of training and providing personnel for the election, costs of printing, mailing and processing absentee ballots, the costs of expendable supplies and a pro-rated maintenance cost for the voting equipment. An invoice for the costs and expenses of the election shall be submitted to the Town and the Town shall remit payment of the invoice to Fayette County within thirty (30) days of receipt of the invoice.

9.

To the extent permitted by law, the Town shall indemnify, defend and hold harmless the County from any liability and/or litigation expenses to which the County may be subjected as a consequence of or as a result of the election for the Town. The Town will furthermore, to the extent provided by law, reimburse the County for any and all necessary legal representation, by counsel chosen by the County, in any action arising from the conduct of the Town election. Said reimbursement shall be paid by the Town within thirty (30) days of invoice by the County.

10.

This intergovernmental contract is a full and complete statement of the agreement of the parties as to the subject matter hereof and has been authorized by proper action of the respective parties.

11.

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.

12.

Should it be necessary to comply with any legal requirements, the necessary members of the County's personnel may be temporarily sworn in as officers and employees of the Town.

[SIGNATURES FOLLOW ON NEXT PAGE]

FAYETTE COUNTY, GEORGIA

(SEAL)

By: _____
LEE HEARN, Chairman

ATTEST:

Tameca P. Smith, County Clerk

(SEAL)

TOWN OF TYRONE

By: _____
ERIC DIAL, Mayor

ATTEST:

Dee Baker, Town Clerk

FAYETTE COUNTY ELECTIONS &
VOTER REGISTRATION

By: _____
AARON WRIGHT, Chairman

ATTEST:

Brian W. Hill, Director of Elections