

STATE OF GEORGIA

COUNTY OF WALTON

INTERGOVERNMENTAL AGREEMENT

This Agreement is made and entered into this __ day of August, 2021, by and between the CITY OF LOGANVILLE, GEORGIA, a municipal corporation acting through its Mayor and Council (“City”), and WALTON COUNTY, a political subdivision of the State of Georgia, by and through its Board of Commissioners (“County”), and the WALTON COUNTY BOARD OF ELECTIONS AND REGISTRATION, as successor to the Walton County Election Superintendent (“Board”);

WHEREAS, per O.C.G.A. § 21-2-45(c) the City of Loganville has requested that Walton County, though the Board, perform all duties as superintendent of all City elections specified under Title 21, Chapter 2 of the Official Code of Georgia, Annotated, except those duties expressly reserved to the City as set forth below in Paragraph 1; and

WHEREAS, per O.C.G.A. § 21-2-45 (c) the City of Loganville has authorized Walton County, though the Board, to conduct all municipal elections held pursuant to Title 21, Chapter 2 of the Official Code of Georgia Annotated;

WHEREAS, per O.C.G.A. § 21-2-45(c) with reference to any municipal election so conducted by Walton County, City of Loganville shall pay to the County the costs the Board incurs in performing functions of superintendent of elections for the City as specifically set forth below;

WHEREAS, pursuant to 2007 GA Laws 3602 at § 10, the Board is empowered “to contract with any municipality or governmental authority located within Walton County for the holding by the board of any primary or election to be conducted within such municipality or governmental authority”; and

WHEREAS, governmental entities are empowered to enter into multi-year contracts with other governmental entities pursuant to GA Constitution of 1983, Art. IX § 3 ¶ 1 as long as they do not exceed fifty (50) years:

NOW THEREFORE, FOR AND IN CONSIDERATION of the mutual covenants and benefits contained herein, the parties agree as follows:

1. The Board shall be the superintendent of elections for the City. The Board through its Supervisor of Elections shall conduct all municipal elections for the City and perform all functions required of the Superintendent of Elections, except running the qualifying fees notice in the legal organ, advertising the notice and/or call for the election and qualification of municipal candidates for elections. Qualification of candidates shall take place at City Hall, 4303 Lawrenceville Road, Loganville, GA 30052. The City shall be entitled to keep all qualifying fees it so collects. Board shall provide all other services required to conduct, manage, and supervise all municipal

elections for the City in accordance with all applicable state and local laws, including conducting Advanced Voting on behalf of the City in the matter set forth in O.C.G.A. § 21-2-385, as the same may be amended from time to time. All elections for the City will be held at the Rock Gym 135 Main Street, Loganville, GA 30052. The Board's services shall consist without limitation of all of the duties set forth in O.C.G.A. § 21-2-70, with the exception of the statutory duties codified in the following paragraphs of the statute, which shall be retained by the City. To avoid any confusion concerning the respective duties of the parties to this Agreement, the City expressly reserves and retains the following duties codified in O.C.G.A. § 21-2-70: to prepare and publish, in the manner provided by this chapter, all notices and advertisements, in connection with the qualification of municipal candidates for election, which may be required by law.

2. Notwithstanding the foregoing, all elections, including but not limited to advance voting, called by the City shall be held in the Rock Gym voting precinct located at 135 Main Street, Loganville, GA 30052. The date of such election shall be set as provided by law, the polls shall open at 7:00am and close at 7:00pm. The election shall be held in accordance with the election laws of the State of Georgia, and the Board shall count the votes of said election in the manner required by law.
3. The County may utilize the Rock Gym voting precinct located at 135 Main Street, Loganville, GA 30052, as the County's polling precinct on election day only for all County elections.
4. The City shall pay the following costs incurred in performing the functions required above: (a) costs of preparing and printing ballots for use in the Loganville municipal elections; (b) costs of hiring poll workers for Loganville municipal elections; (c) costs of preparing and publishing legal ads required for Loganville municipal elections; (d) any other costs incurred by the County in conducting and supervising Loganville municipal elections upon presentment to the City of a bill for such costs from the Supervisor of Elections for the County; and (e) any and all costs incurred by the County, including, but not limited to attorneys' fees resulting from litigation, third party complaints filed with the Secretary of State or The U.S. Department of Justice, or otherwise, regarding Loganville municipal elections. The Board will invoice the City for such costs and expenses, and the City shall pay all such invoices within 30 days of receipt thereof.
5. This agreement shall continue on a year-to-year year basis unless earlier terminated by any party upon ninety (90) days prior written notice, provided that if any party elects to terminate this agreement during a calendar year in which there is a scheduled election, the parties agree that said termination shall not be effective until three (3) weeks after the conclusion of the last City election conducted during that election cycle, in order to prevent disruption and confusion during an election cycle.

6. If any provision of this agreement is unenforceable, such provision shall be fully severable. The agreement shall be enforced as if such unenforceable provision had never comprised a part hereof. Time is and shall be of the essence of this agreement. This agreement supersedes all prior discussions and agreements between the parties and, along with the resolutions enacted by the City, the County and the Board in furtherance of this contract, contains the sole and entire understanding between the parties with respect to transactions contemplated by this agreement. All promises, inducements, offers, solicitations, agreements, representations and warranties heretofore made between the parties, if any, are superseded by this agreement. This agreement shall not be modified or amended except by written instrument executed by or on behalf of the parties in the same manner in which this agreement is executed. No course of action or waiver of rights hereunder shall constitute a waiver of such rights or actions. No failure of any party to exercise any power given under this agreement or to insist upon strict compliance with any obligation specified in this agreement, and no custom or practice at variance with the terms of this agreement, shall constitute a waiver of any party's right to demand strict compliance with the terms of this agreement. This agreement shall be construed without regard to the identity of the person who drafted it. Each provision of this agreement shall be construed as through all the parties participated equally in its drafting. Any rule of construction that a document is to be construed against the drafting party shall not be applicable.

Given under the hands and seals of the parties hereto, this ___ day of August, 2021.

(SIGNATURES ON FOLLOWING PAGE)

WALTON COUNTY BOARD OF COMMISSIONERS

By: _____
Chairman

Attest: _____
County Clerk

(COUNTY SEAL)

BORAD OF ELECTIONS AND REGISTRATION OF WALTON
COUNTY

By: _____
Chairman

Attest: _____
Elections Supervisor

CITY OF LOGANILLE, GEORGIA

By: _____
Mayor

Attest: _____
City Manager

(CITY SEAL)