COUNTY AGENDA REQUEST

Department:	Elections	Presenter(s):	Thomas L. Sawyer
Meeting Date:	Thursday, July 25, 2013	Type of Request:	Consent

Wording for the Agenda:

Approval of staff's request to enter into an Intergovernmental Agreement with the City of Fayetteville allowing the Fayette County Board of Elections to act as Superintendent of Elections for all elections held in Fayetteville in 2013, and authorization for the Chairman to sign said Intergovernmental Agreement.

Background/History/Details:

The City of Fayetteville has signed an Intergovernmental Agreement for Conduction Municipal Elections, and in so doing has requested that Fayette County, through the Fayette County Board of Elections, conduct the city's November 5, 2013 municipal general election and other elections that may be necessary in 2013.

The City will be using two precincts which lie within the city limits of Fayetteville: Fayette County Library (40B) and the LaFayette Educational Center (40A).

There will be no cost to the County as the city has agreed to be responsible for all out-of-pocket expenses relevant to this request.

What action are you seeking from the Board of Commissioners?

Approval of staff's request to enter into an Intergovernmental Agreement with the City of Fayetteville allowing the Fayette County Board of Elections to act as Superintendent of Elections for all elections held in Fayetteville in 2013, and authorization for the Chairman to sign said Intergovernmental Agreement.

If this item requires funding, please describe:

There will be no cost for conducting these elections. An invoice will be submitted to the City of Fayetteville for incurred expenses, and they will be required to remit payment within 30 days of receipt of the invoice.

Has this request been considered within the past two years?	No	If so, when?	
Is Audio-Visual Equipment Required for this Request?*	No	Backup Provided with Request?	Yes

**** All audio-visual material must be submitted to the County Clerk's Office no later than 48 hours prior to the meeting. It is also your department's responsibility to ensure all third-party audio-visual material is submitted at least 48 hours in advance.***

Approved by Finance	Not Applicable	Reviewed by Legal	
Approved by Purchasing	Not Applicable	County Clerk's Approval	
Administrator's Approval			

Staff Notes:

This intergovernmental agreement is an example of the City of Fayetteville City and Fayette County working together to ensure municipal elections for the leadership and direction of the city.

July 5, 2013

To : Fayette County Board of Commissioners
Steve Brown, Chairman

From : Fayette County Board of Elections/Voter Registration
Thomas L. Sawyer, Supervisor

Subject: Authorization for the Chairman to execute Agreement with the City of Fayetteville for the Fayette County Elections Department to conduct the city's November 5, 2013 Municipal General Election and other 2013 elections as needed.

The City of Fayetteville has signed an INTERGOVERNMENTAL AGREEMENT FOR CONDUCTING MUNICIPAL ELECTIONS asking that the Fayette County board of Elections conduct the city's November 5, 2013 municipal general election and other elections as needed in 2013. The city will be using the two precincts which lie within the City limits of Fayetteville – Fayette County Library (40B) and the LaFayette Educational Center (40A). There will be no cost to the County as the city has agreed to be responsible for direct out-of-pocket expenses associated with these election.

This Consent Agenda item is being presented to request authorization for Chairman Steve Brown of the Fayette County Board of Commissioners to sign the intergovernmental agreement with the City of Fayetteville and Fayette County through the Fayette County Board of Elections. The County's Interim Attorney, Dennis Davenport, has been reviewed this form and has given his approval.

Please contact the Elections office if you have questions or need additional information.

Sincerely,

Thomas L. Sawyer
Fayette County Elections/Voter Registration Supervisor
770.305.5138

STATE OF GEORGIA

COUNTY OF FAYETTE

INTERGOVERNMENTAL AGREEMENT FOR CONDUCTING MUNICIPAL ELECTIONS

This Agreement entered into between the CITY OF FAYETTEVILLE, a municipal corporation lying wholly or partially within Fayette County, Georgia, hereinafter referred to as "The City" and Fayette County, Georgia, a political subdivision of the State of Georgia hereinafter referred to as "The County".

WITNESSETH:

WHEREAS, the City in the 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 of the Official Code of Georgia Annotated, the City may, by ordinance, authorize the County to conduct such election and the City 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 City in the conduct of its municipal election.

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

1.

This Agreement shall govern the conduct of the City of Fayetteville general election to be held on November 5, 2013 and any and all run-offs which may be necessary and any special elections that may occur within 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 City or any of the City'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 City official shall operate as the Superintendent with respect to the qualifications of candidates. Such official shall perform any and all functions of the City 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 Center for Elections located at Kennesaw State University.

6.

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

7.

Staffing of 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 City. 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 City and the City shall remit payment of the invoice to FayetteCounty within 30 days of receipt of the invoice.

9.

To the extent permitted by law, the City 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 City. The City will furthermore, to the extent permitted 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 City elections. Said reimbursement shall be paid by the City within thirty 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 City.

FAYETTE COUNTY, GEORGIA

By: _____
Steve Brown, Chairman
Board of Commissioners

Attest:

_____

CITY OF FAYETTEVILLE

By: _____
Greg Clifton, Mayor

Attest:

_____

BOARD OF ELECTIONS & VOTER REGISTRATION

By: _____
Addison Lester, Chairman

Attest:

_____