

**Action Requested/Required:**

- ☐ Vote/Action Requested
☒ Discussion or Presentation Only
☐ Public Hearing
Report Date: _____
Hearing Date: _____
Voting Date: _____

Department: Administration **Presenter(s) & Title:** Billy Peppers - City Manager

Agenda Item Title:

Discussion of Intergovernmental Agreement for Cherokee County to Conduct Elections

Summary:

Cherokee County Board of Elections handles all aspects of City elections outside of qualifying which is completed by the City Clerk. The proposed Intergovernmental Agreement is similar to prior agreements with two modifications: 1) The agreement will be automatically renewed for ten (10) additional one-year terms (This was previously two additional one-year terms); 2) An updated fee schedule has been included.

Budget Implications:

Budgeted? ☐ Yes ☐ No ☐ N/A

Total Cost of Project: _____ Check if Estimated ☐

Fund Source: General Fund ☐ Water & Sewer ☐ Sales Tax ☐ Other: _____

Staff Recommendations:

Staff will provide a recommendation at the November 20th Council meeting.

Reviews:

Has this been reviewed by Management and Legal Counsel, if required? ☐ Yes ☐ No

Attachments:

Draft IGA with Cherokee County to Conduct Elections

STATE OF GEORGIA
COUNTY OF CHEROKEE

**INTERGOVERNMENTAL AGREEMENT
FOR CHEROKEE COUNTY
TO CONDUCT ELECTIONS FOR THE CITY OF
CANTON, GEORGIA**

THIS AGREEMENT entered into between the City of Canton, Georgia, a Municipal Corporation, lying wholly within the County of Cherokee, Georgia, hereinafter referred to as the “City,” and Cherokee County, a political subdivision of the State of Georgia, (including the Cherokee County Board of Elections and Registration) hereinafter referred to as the “County.”

WITNESSETH

WHEREAS, the Georgia General Assembly created a Cherokee County Board of Elections and Registration having jurisdiction over the conduct of primaries and elections (Ga. Laws 1991, p. 3830, *et seq.*, as amended), and provided that the Board of Elections and Registration shall, with regard to the preparation for, conduct and administration of primaries and elections, succeed to and exercise all duties and powers granted to and incumbent upon the election superintendent pursuant to Title 21 of the O.C.G.A.; and

WHEREAS, the city, in the performance of its governmental functions, desires to contract with the County to conduct all elections for the citizens of the City (including referenda, bond issues, special elections, second elections pursuant to O.C.G.A. § 21-2-520, *et seq.*, and run-off elections, hereinafter referred to as the “City Elections”) as hereinafter described; and

WHEREAS, under the provisions of the Georgia Election Code, particularly Section 21-2-45 of the O.C.G.A., a City may by Ordinance authorize the County to conduct City Elections, and the City has heretofore adopted such an Ordinance; and

WHEREAS, the City and the County are also authorized by Art. IX, Sec. III, Par. 1 of the Constitution of the State of Georgia to enter into such an agreement for the conduct of City Elections; and

WHEREAS, O.C.G.A. § 36-70-20, *et seq.*, provides that local governments should develop a service delivery system that is efficient and responsive to citizens; and

WHEREAS, the County is willing to conduct City Elections under the terms and conditions contained herein to accomplish efficiency to the benefit of residents of the City and the County

NOW, THEREFORE, in consideration of the premises contained herein, the sufficiency of which is hereby acknowledged, it is hereby agreed by the City and the County as follows:

(1)

Conduct of City Elections

This Agreement shall govern the conduct of all the City Elections by the County. Polling places for City Elections shall be at locations mutually acceptable to the City and County. It is the intent of the parties that City Elections be conducted in compliance with all applicable federal, state and local legal requirements. In the event that any unscheduled City Election becomes necessary, the City and the County shall confer and reach a mutually convenient date to conduct any such election.

(2)

Time of Commencement and Completion of Services

The services to be performed pursuant to this Agreement shall commence upon signing of this Agreement and expire on January 1, 2027. This Agreement shall automatically be renewed for ten (10) additional one-year terms (the "Renewal Term"), unless either party provides to the other party at least ninety (90) days written notice of termination prior to January 1, 2027. The rates set forth on Exhibit "A" shall be re-negotiated between the parties for any Renewal Term to account for increased costs to the County for provision of these services.

This Agreement may be terminated by either party by providing to the other party at least ninety (90) days prior written notice of termination at any time during the initial term or the Renewal Term.

In the event that the City: 1) fails to make payment to the County as required by this Agreement; 2) receives written notice from the County of such nonpayment; and 3) fails within thirty (30) days of such notice from the County to make proper payment to the County, then the County may terminate this Agreement, effective immediately, by providing written notice of termination to the City.

In the event of termination of this Agreement, all compensation theretofore due to the County for services rendered prior to such date of termination shall be tendered by the City to the County on or before said date of termination, subject only to the satisfactory performance of the County's obligations, if any remain, under the terms and conditions of this Agreement.

Duties and Responsibilities

The Supervisor of Elections and Registration of the Cherokee County Board of Elections and Registration, or his/her designee(s), shall perform any and all functions for the City in connection with the conduct of City Elections, with the exception of the following tasks to be performed by the City:

- a. Adoption of Election Resolutions and Calls, including placement of and payment for required advertisements, for City Elections (“the Calls”) as required by Title 21 of the Official Code of Georgia;
- b. Pursuant to O.C.G.A. § 21-2-130 *,et seq.*, setting of qualifying fees, placement of and payment for advertisements in the City’s legal organ for qualifying of candidates and amounts of qualifying fees, (hereinafter “Qualifying”);
- c. Preparing Qualifying materials for potential candidates and performing Qualifying of candidates, including any write-in candidates, for City Elections pursuant to O.C.G.A. § 21-2-130, *et seq.* All Qualifying fees shall be deposited into the City’s general fund to help cover election costs;
- d. Submitting Resolutions and other appropriate election information as required to the Cherokee County Board of Elections and Registration and the Georgia Secretary of State, except for certification of returns pursuant to O.C.G.A. § 21-2-493
- e. Performing qualifying officer duties as required by the Georgia Government Transparency & Campaign Finance Commission for any and all state reports filed by candidates or committees in conjunction with City Elections to ensure compliance with Title 21, Chapter 5 of the Official Code of Georgia;
- f. Verifying, in a timely manner, accuracy of voter list(s) for City residents;
- g. Paying for change of precinct voter registration cards and notifications of changes in polling places for City residents;
- h. Ensuring that the City Clerk is available and readily accessible to the County: 1) during absentee voting periods under O.C.G.A. § 21-2-380; 2) all day on the day preceding day of, and day after any City Election; and 3) as may subsequently be necessary and requested by the County after any City Elections;
- i. Providing to the County a detailed map showing the City’s Municipal Boundaries, Municipal Precinct Boundaries, and Voting District Boundaries in compliance with O.C.G.A. § 21-2-226 (c);
- j. Being responsible for all aspects of bond issues, except for City Elections duties specifically assigned to the County herein;
- k. Being responsible for all other required advertisements, except as specifically stated otherwise herein; and
- l. 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.

The County Supervisor of Elections and Registration shall:

- a. Place the City's candidate(s), and/or referendum question(s) on the ballot for City Elections within a reasonable time after written notice from the City is received by the County (which notice shall include all necessary details and information), and the County shall have ballots printed or loaded into voting equipment as appropriate;
- b. Hire, train, supervise and pay poll officers and absentee ballot clerks;
- c. Prepare and submit to the City Clerk a draft voter registration list for review, editing and approval;
- d. Perform duties of election superintendent and absentee ballot clerk for City Elections;
- e. Place advertisements in the City's legal organ regarding logic and accuracy testing as required by Sections 183-1-12 - .02 and .07 of the Georgia Administrative Code (to be paid by the City in the event of no County/State/Federal election.);
- f. Provide staff, equipment and supplies for conducting City Elections at City polling places on City Election days and to conduct recounts as may be required;
- g. Certify City Election returns pursuant to O.C.G.A. § 21-2-493; submit certified City Election returns to the Georgia Secretary of State or City Clerk, or as otherwise required by law;
- h. Upon receipt of a notice from the City of a change in City precincts or voting districts, notify City residents of any change in voting districts and/or municipal precincts (costs involved for sending new voter registration cards will be borne by the City); and
- i. Answer, as appropriate, open records requests or complaints forwarded by the City to the County regarding the County's conduct of City Elections (not including Qualifying, Calls, and filing of State Ethics Commission Reports.)

In the event that a City Election is contested, the City shall defend and/or bear all costs incurred in responding to the election challenge, including, but not limited to, attorneys' fees and expenses associated with the election challenge and any appeals thereafter and as further defined in Section 5 of this Agreement. It is not the intent of the parties that the city should reimburse costs unreasonably incurred by the County. If a second election is required, such election will constitute a City Election under this Agreement and shall be conducted in accordance with the terms of this Agreement.

(4)

Costs Associated with Elections

It is understood between the parties that should a City Election be held in conjunction with a County, State, and/or Federal Election, the City shall not be responsible for any costs of the election.

It is further understood between the parties that a “stand alone” City Election conducted by the County on behalf of the City will mean the City will bear the full cost associated with said election in accordance with Exhibit “A”; and

The costs of any City Election shall be billed to the City within ninety (90) days after the date of the City Election. A detailed statement showing all costs and expenses incurred by the County, with the City’s portion (if not a “stand alone” election) of said costs reflected, shall be submitted to the Office of the City Clerk, 110 Academy Street, Canton, GA 30114. The City shall pay all invoices within thirty (30) days of receipt. Payments shall be payable to Cherokee County, Georgia and remitted to the County Supervisor of Elections and Registration at 193 Lamar Haley Parkway, Canton, GA 30114.

(5)

Legal Responsibilities

To the extent permitted under Georgia Law, 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 regarding the willful acts of agents or employees of the County in connection with any City 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, 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 sixty (60) days of receipt of any invoice for reimbursement from the County. All legal services and defenses of litigation required by any Board or person arising from the aforementioned election under this Agreement shall be furnished by the City Attorney for the City. Should the City Attorney for any reason fail to provide the legal services referred to in this paragraph, the Supervisor shall have authority to engage the Cherokee County Attorney at the expense of the City; provided however, that all requests for legal assistance by the Cherokee County Board of Elections and Registration from the City Attorney to provide such services shall be communicated in writing to the City Manager, before the City will be obligated to pay for legal services under this paragraph; provided further that the failure of the City Attorney to respond to a request made hereunder, within a responsible time shall be deemed to be a refusal to furnish such service. County shall notify the City Manager in writing of the determination that the City has failed to respond as contemplated hereinabove before incurring legal fees on its own behalf for which the City shall be responsible.

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.

(6)
Miscellaneous

Section 601. **Assignment.** Neither party shall, without written consent of the other party, assign or transfer this Agreement or any rights or obligations hereunder.

Section 602. **Amendment.** The terms of this Agreement shall not be altered, amended, or modified except in writing signed by duly authorized officers or representatives of the parties.

Section 603. **Construction of Agreement.** This Agreement shall be construed under the laws of the State of Georgia.

Section 604. **Severability.** If any paragraph, subparagraph, sentence, clause, phrase , or any portion of this Agreement shall be declared invalid or unconstitutional by any court of competent jurisdiction or if the provisions of any part of this Agreement as applied to any particular situation or set of circumstances shall be declared invalid or unconstitutional, such invalidity shall not be construed to affect the portions of this Agreement not held to be invalid. It is hereby declared to be the intent of the parties to provide for separable and divisible parts, and they do hereby adopt any and all parts hereof as may not be held invalid for any reason.

Section 605. **Notice.** Any notice of communications hereunder shall be in writing and shall be deemed to have been delivered when deposited in the United States mail, registered or certified, or when sent by overnight courier, addressed as follows:

City of Canton, Georgia:

Attn: Mayor
110 Academy Street
Canton, GA 30114

Cherokee County, Georgia:

Cherokee County Supervisor of Elections and Registration
193 Lamar Haley Parkway
Canton, Georgia 30114

Or to such other address as either party may designate for itself by written notice to the other party from time to time.

Section 606. **No Third Party Rights.** This Agreement shall be exclusively for the benefit of the City and the County and shall not provide any third parties with any remedy, claim, liability, reimbursement, cause of action, or other right.

Section 607. **Uncontrollable Circumstance.** The performance of either party hereunder shall be excused if such party is reasonably precluded from performance by the occurrence of an Uncontrollable Circumstance, which shall be defined as follows: Any act, event, or condition, or any combination thereof, that is beyond the reasonable control of the party relying on the same and that materially interferes with the performance of the party's obligations to include, but not limited to, (a) acts of God; (b) fire, flood, hurricane, tornado, and earthquakes; (c) the failure of any utility provider to provide and maintain utility services through no fault of the party; and (d) the preemption, confiscation, diversion, destruction, or other interference in possession or performance or supply of materials or services, by or on behalf of, or with the authority of, a governmental body in connection with a declared or asserted public emergency by an entity other than one of the parties.

A party relying on the occurrence of an Uncontrollable Circumstance as an excuse for non-performance shall, as soon as is reasonably possible upon becoming aware of such an event and its consequences, notify the other party of the occurrence of such event and its consequences and shall take all reasonable efforts to eliminate the cause of such non-performance and to resume full performance in accordance with this Agreement.

Section 608. **Counterparts.** This Agreement may be executed in one or more counterparts, each of which shall constitute an original. It shall not be necessary that each signatory sign the same counterpart as long as each has signed an identical counterpart.

Section 609. **Authority to Enter Agreement.** Each of the individuals who executes this Agreement agrees and represents that he is authorized to execute this Agreement on behalf of the respective government and further agrees and represents that this Agreement has been duly passed upon by his respective government and spread upon the Minutes. Accordingly, the County and City both waive and release any right to contest the enforceability of this Agreement based upon the execution and/or approval thereof.

IN WITNESS WHEREOF, the parties have hereunto set their hands and affixed their seals this _____ day
of _____, 2025.

City of Canton, Georgia

Cherokee County, Georgia

By: Bill Grant, Mayor

By: Harry Johnston, Chairman

Attest: _____
City Clerk (Seal)

Attest: _____
County Clerk (Seal)

Cherokee County Board of Elections & Voter Registration

By: Chairman

EXHIBIT A
FEE SCHEDULE – Updated 9/11/2025

Development and Administration of Poll Worker Training ----- \$850

- Poll worker recruitment and assignment
- Development of training curriculum
- Conducting training sessions

Logic and Accuracy Testing

- Advertisement in legal organ ----- Actual cost
- Labor ----- \$25 per hour, per person

Delivery and Setup of Voting Equipment – Contracted with Page Relocation

- Delivery & Pick-Up-----Actual cost

Facilities

- Facility rental (Churches) ----- \$100 per facility
- Library staff (after hours) ----- \$10 per hour
- Carpet cleaning (If necessary) ----- Actual cost

Consumables

- Ballot security paper ----- .13 each
- Toner for ballot printers ----- \$50 per machine

Vote-by-Mail – Contracted with Fort Orange Press

- Ballot set-up and printing ----- Actual cost
- Ballot postage ----- Actual cost
- Processing of vote-by-mail applications and ballots----- \$7 each

Payroll

- Early Voting Poll Workers (two possible locations) ----- Actual cost, includes training
 1. First two weeks of early voting-----\$1950 a day, per location
 2. Final week of early voting (longer hours)-----\$2015 a day, per location
- Advance Voting and Election Day Poll Workers (Flat rate per day) ----- Actual cost, includes training
 1. Manager (1 per location) = \$250
 2. Assistant Manager (2 per location) = \$190
 3. 8 Clerks @ \$150 each
- Election Day technicians ----- \$25 per hour, per person
- Technician training ----- \$20 per person
- Labor to unload supplies returned by poll workers on election day ----- \$50 per person
- Staff overtime ----- Actual cost
- Miscellaneous labor not listed ----- Actual cost
- Mileage for technicians, board members and staff ----- .70 per mile

Tabulation and Electronic Posting of Results ----- \$250

- Sequestered workers (if necessary) ----- \$25 per hour, per person

Certification of Results, including Provisional Voter research----- \$250

* 10% Administrative Fee to cover undefined costs such legal consultations, executing the contract, billing, and supplies.