

STATE OF GEORGIA
HENRY COUNTY
CITY OF HAMPTON

ADOPTED BY THE GOVERNING BODY THIS 10TH DAY OF JUNE, 2025.

RESOLUTION NO. **2025-47**

A RESOLUTION OF THE CITY OF HAMPTON'S MAYOR AND COUNCIL GRANTING THE AUTHORITY OF THE CITY TO ENTER INTO AN INTERGOVERNMENTAL AGREEMENT WITH HENRY COUNTY FOR THE PURPOSE OF PROVIDING ELECTION SERVICES; TO PROVIDE FOR SEVERABILITY; TO REPEAL ALL CONFLICTING RESOLUTIONS; TO PROVIDE FOR AN EFFECTIVE DATE.

WHEREAS, the City of Hampton (hereinafter "City") is governed by the Mayor and Council;

WHEREAS, the City lies within Henry County (hereinafter "County"); and

WHEREAS, in 2006, the Georgia General Assembly enacted Ga. L. 2006, p. 4062, creating the Henry County Elections Board of Elections and Registration (hereinafter "Elections Board") to conduct primaries and elections in Henry County, Georgia; and

WHEREAS, the City is required to conduct municipal elections from time to time for the purposes of electing individuals to serve on the City Council of said City, as Mayor of said City, special referenda, bond issues, or called special elections, and the Elections Board is authorized to provide services to the City under O.C.G.A. § 21-2-40 (b); and

WHEREAS, the City has requested that the County enter into an Agreement with the City to provide the services of the Elections Board to properly conduct municipal elections pursuant to the applicable laws of the State of Georgia; and

WHEREAS, O.C.G.A. § 21-2-45 (c) authorizes the governing authority of any municipality of the County within which that municipality wholly or partially lies to conduct any or all elections; and

WHEREAS, in consideration of the mutual benefits and consideration accruing to each of the parties hereto and for the use of and benefit of the citizens of the entire county, which benefits are hereby expressly acknowledged, the City has determined that it is in the best interest of the citizens to enter an agreement with the County to provide election services to the City; and

NOW, THEREFORE, the City agrees to enter into an intergovernmental agreement (attached at Exhibit "A") with the County for the purpose of the County conducting municipal elections on behalf of the City.

SO RESOLVED, this 10 day of JUNE, 2025.

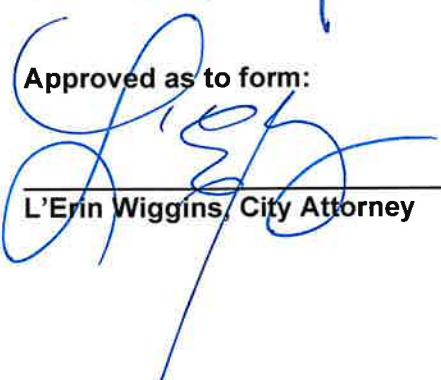
Attest:

THE CITY OF HAMPTON, GEORGIA


SUSAN KING, Interim City Clerk


ANN N. TARPLEY, Mayor

Approved as to form:


L'Erin Wiggins, City Attorney

**INTERGOVERNMENTAL AGREEMENT BETWEEN HENRY COUNTY,
GEORGIA, THE HENRY COUNTY ELECTIONS BOARD OF ELECTIONS AND
REGISTRATION AND THE CITY OF HAMPTON, GEORGIA
RELATING TO MUNICIPAL ELECTION SERVICES**

This Intergovernmental Agreement (“Agreement”), is made and entered into this 10th day of June, 2025, by and between Henry County, Georgia, a political subdivision of the State of Georgia, acting by and through its Elections Board of Commissioners (hereinafter the “County”), and the City of Hampton, Georgia, a municipal corporation chartered and existing under the laws of the State of Georgia, acting by and through its Mayor and Council (hereinafter the “City”).

WITNESSETH:

WHEREAS, in 2006, the Georgia General Assembly enacted Ga. L. 2006, p. 4062, creating the Henry County Elections Board of Elections and Registration (hereinafter “Elections Board”) to conduct primaries and elections in Henry County, Georgia; and

WHEREAS, the City has requested that the County enter into an Agreement with the City, to provide the services of the Elections Board to properly conduct municipal elections pursuant to the applicable laws of the State of Georgia; and

WHEREAS, the corporate limits of the City of Hampton are located within the County; and

WHEREAS, the City is required to conduct municipal elections from time to time for the purposes of electing individuals to serve on the City Council of said City, as Mayor of said City, special referenda, bond issues, or called special elections, and the Elections Board is authorized to provide services to the City under O.C.G.A. § 21-2-40 (b); and

WHEREAS, O.C.G.A. § 21-2-45 (c) authorizes the governing authority of any municipality of the County within which that municipality wholly or partially lies to conduct any or all elections; and

WHEREAS, in consideration of the mutual benefits and consideration accruing to each of the parties hereto and for the use of and benefit of the citizens of the entire County, which benefits are hereby expressly acknowledged, and has determined that it is in the best interests of the citizens of the City of Hampton to enter into an Agreement with the County for the services of the Elections Board, as authorized by Art. IX, Sec. III, Para. I, of the Constitution of the State of Georgia, for the purposes set forth herein.

NOW, THEREFORE, the parties hereto mutually agree as follows:

Section 1. Representations of the Parties. Each party hereto makes the following representations and warranties, which are specifically relied upon by all of the other parties as a basis for entering into this Agreement:

- (a) The City is a municipal corporation that has validly adopted a resolution to authorize the city to enter into this Agreement at a public meeting held pursuant to the Open Meetings Act, O.C.G.A. § 50-14-1 et seq.; and
- (b) The County has duly adopted a resolution to authorize the County to enter into this Agreement for the services of the Elections Board at a public meeting held pursuant to the Open Meetings Act, O.C.G.A § 50-14-1 et seq.

Section 2. Term of Agreement. The term of this Agreement shall commence on the 10th day of June, 2025 and shall terminate on 10th day of June, 2035. This Agreement shall automatically renew for ten successive annual terms, unless terminated as outlined in Section 3.

Section 3. Termination. This Agreement may be terminated at any time, with or without cause, by either party upon the provision of one hundred and eighty (180) days written notice. If a notice to terminate is given, the Elections Board will continue to provide the contracted services to the City through the effective date of termination stated in said notice of termination.

Section 4. Prerequisites to Performance. The City shall adopt an ordinance authorizing the Elections Board to conduct elections, and the City may request the Elections Board to perform any or all duties of a superintendent of elections as specified under Chapter 2 of Title 21 of the Official Code of Georgia Annotated with the exception of the qualification of candidates.

Section 5. Scope of Services. After adopting the appropriate ordinance set forth in Section 4, the Elections Board acting as the superintendent of elections shall provide any and all services reasonably required to conduct, manage, and supervise all municipal elections for the City in accordance with all applicable federal, state and local laws, including the following services:

- (a) Receiving and acting upon petitions, determining the sufficiency of nomination petitions of candidates, filing notice of candidacy in accordance with state law, preparing and publishing all notices and advertisements relating to the conducting of elections, selecting and equipping polling places, securing and maintaining election equipment, appointing poll officers to serve in primaries and elections, ensuring compliance with the State Election Elections Board rules and general laws, instructing poll officers in their duties, receiving poll returns, certifying and announcing the results and guaranteeing the secrecy of the ballot;
- (b) At a mutually agreed upon time, calling for an election, to be held in all applicable voting precincts in the City;

- (c) Setting the date of such election as provided by law, opening the polls of each election district of the City at 7:00 a.m. and closing at 7:00 p.m., ensuring that the election is held in accordance with the election laws of the State of Georgia, and counting the votes of said election in the manner required by law;
- (d) Publishing the Notice of Election as authorized by law, and prior to the date of any election, appointing a proper Election Manager and Clerks to supervise and hold the municipal election;
- (e) In the event that a special unscheduled election is necessary, conferring with the City and reaching a mutually convenient date to conduct said election;
- (f) Being Providing for absentee ballots and designating the location to vote absentee; and
- (g) Performing any other duties required for the conduction of a municipal election as required by Georgia law.

Neither the County nor the Elections Board shall be responsible for calling for or conducting qualifying for candidates for municipal offices.

Section 6. Compensation. The City shall reimburse the County all costs incurred in performing those functions which the municipality has requested the Elections Board to perform, including, but not limited to, all usual, standard costs incurred by the County and the Elections Board during a given election other than when the election is conducted on the same day as a County election. By way of example, such costs may include the cost of poll workers, the printing of ballots, and the publishing of legal notices.

- (a) In the event the County and the City conduct an election on the same date, the City shall be responsible for one-half (1/2) of the total expense of said election within its jurisdiction, unless otherwise agreed to by the parties.
- (b) Within ninety (90) days after the date of the election or any run-off election related thereto, whichever is last to occur, the County shall furnish the City with a complete statement showing all costs and expenses incurred from the election(s). The City shall remit reimbursement for all expenses and costs in connection with the election to the County within thirty (30) days after receipt of the invoice that provides said expenses and costs.

Furthermore, in addition to these costs, the City shall pay the County a fee of [\$100] per election conducted as further consideration for the performance of said services.

Section 7. Indemnity and Defense. To the extent allowed by applicable law, the City shall indemnify and hold the County, the Elections Board, and their respective employees, agents and assigns harmless from any and all claims made concerning or resulting from any election conducted pursuant to the terms of this Agreement including, but not limited to, all claims made contesting any aspect of a given election, except claims alleging the intentional or willful acts of

agents or employees of the County or the Elections Board in connection with any election held pursuant to this Agreement. All legal services and defenses of litigation required by the Elections Board or the County or one acting on behalf of the Elections Board or County, arising from the municipal election held pursuant to this Agreement shall be furnished by the County Attorney unless the Elections Board and City agree that the City Attorney shall provide the required legal services. The expenses for any legal services provided referred to in this paragraph shall be borne by the City.

Section 8. Modification. The parties may modify this Agreement in writing by having a modification signed by all parties and adopted by resolution pursuant to the Open Meetings Act, O.C.G.A. 50-14-1 et seq.

Section 9. Entire Agreement. 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.

Section 10. Jurisdiction. The parties hereby agree to the jurisdiction and venue of the Henry County Superior Court.

Section 11. Counterparts. This Agreement may be executed in several counterparts, each of which shall be deemed an original and all of which together shall constitute the same instrument.

Section 12. Governing Law. This Agreement and all transactions contemplated hereby, shall be governed by, construed and enforced according to the laws of the State of Georgia.

Section 13. Severability. 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.

Section 14. Notices. All notices, consents, waivers, directions, requests or other instruments or communications which may be or are required to be given under this Agreement shall be deemed properly given only if made in writing and sent by (a) hand delivery, or (b) registered or certified United States mail, return receipt requested or (c) a nationally recognized overnight delivery service (such as Federal Express, UPS Next Day Air, or DHL), or (d) electronic mail (provided that a copy of such electronic mail notice is also delivered within twenty-four (24) hours to the party by one of the other methods listed herein), with all postage and delivery charges paid by the sender and addressed to the other party(ies) as applicable as follows:

If to Henry County:

Henry County Government
140 Henry Parkway
McDonough, Georgia 30253
Attn: Carlotta Harrell, Chair
charrell@co.henry.ga.us

If to the City of Hampton:

City of Hampton
17 East Main Street South,
Hampton, GA 30228.
Attn: Ann N. Tarpley, Mayor
atarpley@hamptonga.gov

All notices shall be sent to the successors in office to any of the foregoing.

Section 15. No Consent to Breach. No consent or waiver, express or implied, by any party to this Agreement, to any breach of any covenant, condition or duty of another party shall be construed as a consent to or waiver of any future breach of the same.

[SIGNATURE PAGES FOLLOW]

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the parties acting through their duly authorized agents have caused this Agreement to be signed, sealed and delivered on the date indicated in the preamble above.

HENRY COUNTY BOARD OF
COMMISSIONERS

By: _____
Carlotta Harrell, Chair

Attest:

Stephanie Braun,
County Clerk

(SEAL)

Approved as to Substance:

HENRY COUNTY BOARD OF
ELECTIONS AND REGISTRATION

By: _____
Deidrea Collins, Chair

CITY OF HAMPTON, GEORGIA

By: Ana M. Darby
Mayor

Attest:

Susan King,
Interim City Clerk

(SEAL)

