

AMENDMENT NO. 1

This Amendment No. 1 is entered into by and between **Fulton County**, Georgia ("**County**") and the City of Hapeville (hereinafter referred to as ("**the City**").

WHEREAS, the City and County entered into an Intergovernmental Agreement for the Provision of Election Services with an effective date of _____ (hereinafter "Agreement"); and

WHEREAS, the parties desire to amend the payment provisions under the Agreement to waive certain fees and adjust the manner in which fees due from cities are to be determined.

NOW THEREFORE, the parties agree to the following:

ARTICLE 4 COMPENSATION AND CONSIDERATION

This Article has been amended to reflect the Fulton County Board of Commissioners' action of August 7, 2019. Hereby, Article 4 and Exhibit B of the existing agreement shall be amended as follows:

4.1 For City elections that are to be conducted contemporaneously with a countywide General, Special or Run-off election, pursuant to this Agreement and to action of the Board of Commissioners on August 7, 2019, the City will not be charged for the cost of said election.

4.2 For City elections that are not conducted contemporaneously with any countywide election, the City will pay based on a budget prepared in accordance with the form attached hereto as Exhibit B.

i) The amounts in Exhibit B will be calculated based on a charge of \$2.96 per voter for municipal general elections and special general elections, and a charge of \$2.46 per voter for any necessary municipal runoff elections and special runoff elections.

ii) Payment of estimated fees due to Fulton County is due upon execution of the agreement.

iii) Following the election, the final fees due to Fulton County will be determined.

iii) If, based on an actual registered voter count that is less than estimated, a refund is due to the City, said refund will issue within ninety (90) days after the election.

iv) If, based on an actual registered voter count that is higher than estimated, the City owes the County an additional amount for the election, the County will issue an invoice for that amount which is due and payable within thirty (30) days of receipt.

4.3 Failure to timely remit the funds owed will result in a 10% per month penalty.

4.4 For entities that forwarded fees to Fulton County prior to August 7, 2019, refunds from Fulton County pursuant to the revised Exhibit B will be forwarded within 30 days of the execution of this agreement.

IN WITNESS WHEREOF, City and County have executed this Agreement through their duly authorized officers on the day and year first above written.

FULTON COUNTY, GEORGIA:

(Seal)

Robert L. Pitts, Chairman
Fulton County Board of Commissioners

Attest: _____
Jesse A. Harris
Fulton County Clerk to Commission

Date: _____

APPROVED AS TO FORM:

Fulton County Attorney's Office

APPROVED AS TO SUBSTANCE:

Richard Barron, Director
Fulton County Department of
Registration and Elections

CITY COUNCIL

By: _____
Chair, City Council

Attest: _____

APPROVED AS TO FORM:

City Attorney