

CITY COUNCIL
ATLANTA, GEORGIA

AN ORDINANCE BY COUNCILMEMBER FELICIA A. MOORE

AN ORDINANCE TO AUTHORIZE THE MAYOR TO ENTER INTO A CONTRACT WITH FULTON COUNTY TO CONDUCT A CITY OF ATLANTA SPECIAL ELECTION TO BE HELD ON FEBRUARY 5, 2008 TO PRESENT A REFERENDUM REIMPOSING A ONE PER CENT SALES AND USE TAX FOR THE PURPOSE OF FUNDING WATER AND SEWER PROJECTS PURSUANT TO ARTICLE 4 OF CHAPTER 8 OF THE OFFICIAL CODE OF GEORGIA ANNOTATED AND CITY OF ATLANTA RESOLUTION 07-R-1114; TO APPOINT THE FULTON COUNTY BOARD OF REGISTRATION AND ELECTIONS, WITH THE DIRECTOR OR INTERIM DIRECTOR OF THE FULTON COUNTY DEPARTMENT OF REGISTRATION AND ELECTIONS ACTING AS ITS AGENT, AS MUNICIPAL ELECTION SUPERINTENDENT FOR THE PURPOSE OF CONDUCTING SAID ELECTION, AS ABSENTEE BALLOT CLERK AND AS MUNICIPAL REGISTRAR; AND FOR OTHER PURPOSES.

WHEREAS, in accordance with O.C.G.A. Section 21-2-45 (c) (1) the City of Atlanta may authorize Fulton County, by ordinance, to conduct elections; and

WHEREAS, the City of Atlanta must take certain action to authorize a referendum on the special sales and use tax to be levied within the City of Atlanta ("*MOST*") pursuant to Article 4 of Chapter 8 of the Official Code of Georgia Annotated and City of Atlanta Resolution 07-R-1114; and

WHEREAS, the City of Atlanta wishes to enter into a contract with Fulton County to conduct a Special Election for the above stated purpose on the statutorily authorized date of February 5, 2008 in conjunction with the Presidential Preference Primary Election; and

WHEREAS, in accordance with O.C.G.A. Sections 21-2-70.1(b), 21-2-380.1 and 21-2-212(c) the governing authority of the City of Atlanta is to appoint a municipal election superintendent, an absentee ballot clerk and a municipal registrar in a public meeting and the appointments shall be recorded in the minutes of said meeting.

THE COUNCIL OF THE CITY OF ATLANTA, GEORGIA hereby ordains as follows:

SECTION 1: That, by authority of Resolution 07-R-1114 a City of Atlanta Special Election to hold a referendum reimposing a one per cent sales and use tax upon the termination of the special one percent sales and use tax presently in effect for the purpose of funding water and sewer projects in the City of Atlanta, pursuant to Article 4 of Chapter 8 of the Official Code of Georgia Annotated, has been called on Tuesday, February 5, 2008.

SECTION 2: That the Mayor be and is hereby authorized to execute an appropriate contractual agreement with Fulton County to conduct said City of Atlanta Special Election to be held in conjunction with the Presidential Preference Primary Election on Tuesday, February 5, 2008.

SECTION 3: That the governing authority of the City, the Atlanta City Council, in accordance with O.C.G.A. Section 21-2-70.1 (b) does hereby appoint as Municipal Election Superintendent the Fulton County Board of Registration and Elections, with the Director or Interim Director of the Fulton County Department of Registration and Elections acting as its agent, for the purpose of conducting said City of Atlanta Special Election.

SECTION 4: That the Atlanta City Council, in accordance with O.C.G.A. Section 21-2-380.1 does hereby appoint the Fulton County Board of Registration and Elections, with the Director or Interim Director of the Fulton County Department of Registration and Elections acting as its agent, as Absentee Ballot Clerk for said City of Atlanta Special Election.

SECTION 5: That the Atlanta City Council, in accordance with O.C.G.A. Section 21-2-212 (c) does hereby appoint the Fulton County Board of Registration and Elections, with the Director or Interim Director of the Fulton County Department of Registration and Elections acting as its agent, as Municipal (Chief) Registrar for said City of Atlanta Special Election.

SECTION 6: That Fulton County has submitted a Projected Cost to conduct said City of Atlanta Special Election as shown in the form attached hereto and identified as Exhibit A.

SECTION 7: That based on the projected cost supplied by Fulton County the City shall pay to Fulton County \$ 56,210.00 for said City of Atlanta Special Election to be paid and charged from Account Center Number _____.

SECTION 8: That the City Attorney be and is hereby directed to prepare an appropriate contract with Fulton County for execution by the Mayor, in substantially the form attached hereto and identified as Exhibit B, to be approved by the City Attorney as to final form.

SECTION 9: That the contract with Fulton County shall not become binding on the City and the City shall incur no liability upon same until such contract has been signed by the Mayor, signed and sealed by the Municipal Clerk, and delivered to the contracting party.

SECTION 10: Should any part of this ordinance be declared unconstitutional or unenforceable in a court of law, it shall be severed from this ordinance and all such parts not declared unconstitutional or unenforceable shall remain in full force and effect.

SECTION 11: That all ordinances and parts of ordinances in conflict herewith be and are hereby repealed.

GEORGIA

FULTON COUNTY:

THIS AGREEMENT entered into between the **City of Atlanta**, a municipal corporation lying wholly or partially within the County of Fulton, Georgia, hereinafter referred to as "**City**", and **Fulton County**, a political subdivision of the State of Georgia hereinafter referred to as "**County**".

WITNESSETH:

WHEREAS, the City in the performance of its governmental functions will hold the **City of Atlanta Special Election (the "Election")**, in conjunction with the Presidential Preference Primary Election to be held on Tuesday, **February 5, 2008**; and,

WHEREAS, under the provisions of the Georgia Election Code, particularly Section 21-2-45(c) of the Official Code of Georgia, Annotated, the City may by ordinance authorize the County to conduct such an election and the City has heretofore adopted such an ordinance (#07-O-2592); and

NOW, THEREFORE, in consideration of the premises it is hereby agreed as follows:

1.

This Agreement shall govern the obligations of the parties in the conduct of the Election.

2.

The Fulton County Board of Registration and Elections shall operate as the **Municipal Election Superintendent** (the "**Superintendent**") of the aforementioned election and shall perform any and all functions of the City or any of its officials in connection with the conduct of such election.

3.

The cost of such election shall be in accordance with the projected cost therefore attached hereto as Exhibit "A" and made a part of hereof by reference. City agrees to pay County the original sum of **\$56,210.00** for the **City of Atlanta Special Election for the Sales and Use Tax Referendum Election**, to be maintained in a separate election account with all expenses and charges in connection with the Election to be recorded and paid from said account. City shall remit said funds to County within 30 days of execution of this contract. Within ninety (90) days after the date of the Election, County shall furnish to City a complete statement showing all costs and expenses incurred in the Election and refund any excess in the elections account or collect any deficits which may be in said account. After this time, all other invoices received will be forwarded to the City for payment.

4.

The City Attorney shall furnish all legal services and defenses of litigation required by the Fulton County Board of Registration and Elections or Fulton County personnel arising from the Election under this Agreement. Should the City Attorney for any reason fail to provide the legal services referred to in this paragraph, the Superintendent shall have authority to engage the Fulton County Legal Department at the reasonable expense of the City; which shall not exceed the costs to the County; provided, however, that all requests for legal assistance by the County from the City Attorney to provide such service shall be communicated in writing before the City will be obligated to pay for legal services under this paragraph; provided, further, that the failure of the City Attorney's office to respond to a request made hereunder, within a reasonable time, shall be deemed to be a refusal to furnish such services.

County shall notify City in writing of its determination that the City has failed to respond as contemplated herein above before incurring legal fees on its own behalf for which the City shall be responsible.

5.

No term of this contract shall limit the obligations of the Superintendent to take any steps required by the Georgia Election Code and the Rules of the State Election Board and the Charter and Code of Ordinances of the City of Atlanta.

6.

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 limitations.

7.

To the extent allowed by law, the City agrees to indemnify, defend and hold harmless the County with respect to any claim, demand, action, damages, judgment, cost and/or expenses (including, without limitation, reasonable attorney's fees and legal expenses) to which the County may be subjected as a consequence of or as a result of any error, omission, tort, intentional tort, willful misconduct, or any other negligence on the part of the City and/or its employees.

8.

To the extent allowed by law, the County agrees to indemnify, defend and hold harmless the City with respect to any claim, demand, action, damages, judgment, cost and/or expenses (including, without limitation, reasonable attorney's fees and legal expenses) to which the City may be subjected as a consequence of as a result of any error, omission, tort, intentional tort, willful misconduct, or any other negligence on the part of the County and/or its employees.

IN WITNESS WHEREOF, the parties have hereunto set their hands and affixed their seals pursuant to resolutions of their governing bodies duly adopted and entered on the Minutes thereof.

CITY OF ATLANTA

Mayor
(Seal)

Attest: _____
Municipal Clerk

APPROVED AS TO FORM:

City Attorney

APPROVED:

Chief Financial Officer

FULTON COUNTY

Chair, Board of Commissioners
(Seal)

Attest: _____
Clerk to Commission

APPROVED AS TO FORM:

County Attorney

APPROVED:

Chair, Board of Registration & Elections

Exhibit A

PROJECTED COST

CITY OF ATLANTA SPECIAL ELECTION - FEBRUARY 5, 2008

350-265-2673-1462 OFFICE SUPPLIES

Absentee/Prov/Challenged Ballots @ \$400/M (125.8M).....	\$ 50,850	Atlanta/Fulton
Ballot Card Setup Fee	\$ 250	
Projected Ballot Printing Cost	\$ 51,100	
10% Administrative Fee	\$ 5,110	

TOTAL PROJECTED BALLOT PRINTING COST - CITY OF ATLANTA SPECIAL ELECTION \$56,210