

**12-O-1756 AN ORDINANCE BY COMMITTEE ON COUNCIL TO AUTHORIZE THE MAYOR TO ENTER INTO A CONTRACT WITH FULTON COUNTY TO CONDUCT THE 2013 CITY OF ATLANTA GENERAL MUNICIPAL ELECTION AND ANY SPECIAL ELECTION(S) HELD IN CONJUNCTION THEREWITH ON NOVEMBER 5, 2013 AND IF NECESSARY, TO CONDUCT A CITY OF ATLANTA GENERAL RUNOFF ELECTION TO BE HELD ON DECEMBER 3, 2013 OR SUCH OTHER AUTHORIZED DATE; TO AUTHORIZE THE PAYMENT OF EXPENSES INCURRED UNDER THE CONTRACT IN AN AMOUNT NOT TO EXCEED \$2,389,232.50; TO APPOINT THE FULTON COUNTY BOARD OF REGISTRATION, AND ELECTIONS, AS MUNICIPAL ELECTION SUPERINTENDENT FOR THE PURPOSE OF CONDUCTING SAID ELECTION, AS ABSENTEE BALLOT CLERK AND AS MUNICIPAL REGISTRAR; AND FOR OTHER PURPOSES**

**Review List:**

Committee on Council	Completed	05/17/2013 4:49 PM
Atlanta City Council	Completed	05/17/2013 1:37 PM
Committee on Council	Pending	
Atlanta City Council	Pending	

**HISTORY:**

05/06/13      Committee on Council      HELD IN COMMITTEE

<b>RESULT:</b>	<b>HELD IN COMMITTEE [UNANIMOUS]</b>
<b>AYES:</b>	Adrean, Archibong, Hall, Moore, Sheperd, Winslow
<b>ABSENT:</b>	Michael Julian Bond

05/06/13      Atlanta City Council

Certified by Presiding Officer	Certified by Clerk
Mayor's Action <i>See Authentication Page Attachment</i>	

LEGISLATION HISTORY – BLUE BACK

**ORDINANCE  
BY COMMITTEE ON COUNCIL**

**12-O-1756 AN ORDINANCE BY COMMITTEE ON COUNCIL TO AUTHORIZE THE MAYOR TO ENTER INTO A CONTRACT WITH FULTON COUNTY TO CONDUCT THE 2013 CITY OF ATLANTA GENERAL MUNICIPAL ELECTION AND ANY SPECIAL ELECTION(S) HELD IN CONJUNCTION THEREWITH ON NOVEMBER 5, 2013 AND IF NECESSARY, TO CONDUCT A CITY OF ATLANTA GENERAL RUNOFF ELECTION TO BE HELD ON DECEMBER 3, 2013 OR SUCH OTHER AUTHORIZED DATE; TO AUTHORIZE THE PAYMENT OF EXPENSES INCURRED UNDER THE CONTRACT IN AN AMOUNT NOT TO EXCEED \$2,389,232.50; TO APPOINT THE FULTON COUNTY BOARD OF REGISTRATION, AND ELECTIONS, AS MUNICIPAL ELECTION SUPERINTENDENT FOR THE PURPOSE OF CONDUCTING SAID ELECTION, AS ABSENTEE BALLOT CLERK AND AS MUNICIPAL REGISTRAR; AND FOR OTHER PURPOSES**

AN ORDINANCE BY COMMITTEE ON COUNCIL

AN ORDINANCE TO AUTHORIZE THE MAYOR TO ENTER INTO A CONTRACT WITH FULTON COUNTY TO CONDUCT THE 2013 CITY OF ATLANTA GENERAL MUNICIPAL ELECTION AND ANY SPECIAL ELECTION(S) HELD IN CONJUNCTION THEREWITH ON NOVEMBER 5,

2013 AND IF NECESSARY, TO CONDUCT A CITY OF ATLANTA GENERAL RUNOFF ELECTION TO BE HELD ON DECEMBER 3, 2013 OR SUCH OTHER AUTHORIZED DATE; TO AUTHORIZE THE PAYMENT OF EXPENSES INCURRED UNDER THE CONTRACT IN AN AMOUNT NOT TO EXCEED

\$2,389,232.50; TO APPOINT THE FULTON COUNTY BOARD OF REGISTRATION, AND ELECTIONS, 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 Section 21-2-45(c) of the Georgia Election Code, the City of Atlanta may, by ordinance, authorize Fulton County to conduct elections and to perform any and all functions, as outlined in said code section and as required by such an election; and

WHEREAS, the City of Atlanta wishes to enter into a contract with Fulton County to conduct a General Municipal Election and any Special Election(s) held in conjunction herewith, and if necessary a General Run-off Election; and

WHEREAS, the City of Atlanta will advance all expenses associated with such election(s) in a manner as provided in said contract; and

NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF ATLANTA, GEORGIA, as follows:

SECTION 1: That in accordance with Section 21-2-45(c) of the Georgia Election Code the Mayor be and is hereby authorized to execute an appropriate contractual agreement with Fulton County to conduct a General Municipal Election and Special Election(s) held in conjunction therewith on November 5, 2013 and if necessary a Run-off Election on December 3, 2013 or on such other authorized date.

SECTION 2: That the Atlanta City Council, in accordance with Section 21-2-70.1 (b) of the Georgia Election Code 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 the Municipal Election Superintendent for the 2013 City of Atlanta General Municipal Election and any Special Election(s) to be held in conjunction therewith on November 5, 2013 and for a General Run-Off Election to be held if necessary on December 3, 2013, or on such other authorized date.

SECTION 3: That the Atlanta City Council, in accordance with Section 21-2-380.1 of the Georgia Election Code 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 Election(s).

SECTION 4: That the Atlanta City Council, in accordance with Section 21-2-212 (c) of the Georgia Election Code 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 Election(s).

SECTION 5: That the appointments noted in Sections 2, 3, and 4 of this ordinance made at this regular meeting of the Atlanta City Council, shall be recorded in the minutes of said meeting.

SECTION 6: That the City shall pay to Fulton County all costs incurred in performing those functions which the City has requested Fulton County to perform in conducting the Election(s) and if necessary the Run-off Election, with said amount not to exceed \$2,389,232.50 which is to be paid from Account Number 1001.200317.5710001.1400000.000000.000000.000000.0000000000.

SECTION 7: 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 identified as Attachment 1, and to be approved by the City Attorney as to final form.

SECTION 8: 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 and delivered to the contracting party.

SECTION 9: That should any part of this ordinance be declared unconstitutional or unenforceable in a court of law, that it shall be severed from this ordinance and all such parts not declared unconstitutional or unenforceable shall remain in full force and effect.

SECTION 10: That all ordinances and parts of ordinances in conflict herewith be and are hereby repealed.

Attachment 1

Draft

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 General Election and any Special Election(s) held in conjunction therewith (the "Election") on Tuesday, November 5, 2013 and if necessary the City of Atlanta General Runoff Election (Run-off) on Tuesday, December 3, 2013, hereinafter described; and,

WHEREAS, under the provisions of the Georgia Municipal Election Code, particularly Section 21-2-45(c) of the Official Code of Georgia. Annotated, the City may by ordinance authorize County to conduct such election and the City has heretofore adopted such an ordinance: 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 elections and shall perform any and all

functions of the City or any of its officials in connection with the conduct of such Election or Run-off thereof, except as hereinafter provided.

3.

The cost of such elections shall be in accordance with the projected cost therefore attached hereto as Exhibit "A" and made a part hereof by reference. City agrees to pay County the original sum of \$ \_\_\_\_\_ the City of Atlanta General Election and any Special Election(s) held in conjunction therewith and \_\_\_\_\_ for the City of Atlanta General Runoff Election, to be maintained in a separate election account with all expenses and charges in connection with the Election and Run-off to be recorded and paid from said account. Within ninety (90) days after the date of the Election or Run-off, whichever is last to occur, County shall furnish to City a complete statement showing all costs and expenses incurred in the Election and Run-off and refund any excess in the election account or collect any deficit 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 hereinabove before incurring legal fees on its own behalf for which the City shall be responsible.

5.

No term of this Agreement 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 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 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 or 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