

STATE OF GEORGIA

COUNTY OF FULTON

First Reading: July 13, 2009

Second Reading: July 20, 2009

**AN ORDINANCE OF THE CITY COUNCIL TO  
AUTHORIZE FULTON COUNTY TO CONDUCT ELECTION**

**WHEREAS**, on November 3, 2009 an election will be held in the City of Roswell to elect City Council members for Posts Four, Five and Six, and for Mayor; and

**WHEREAS**, O.C.G.A. § 21-2-45 provides that a municipality may authorize and contract with a county to conduct elections:

1.

**NOW, THEREFORE, BE IT ORDAINED BY THE MAYOR AND COUNCIL OF THE CITY OF ROSWELL**, and it is hereby ordained and established by authority of the same, that the Mayor is authorized to enter into a contract with the Fulton County Department of Registrations and Elections to conduct this election using ExpressPoll or other such measures approved by the Georgia Secretary of State, which contract is attached hereto and incorporated herein.

2.

All ordinances, parts of ordinances, or regulations in conflict herewith are repealed as of the effective date of this Ordinance.

3.

Severability. Should any section of this Ordinance be declared invalid or unconstitutional by any court of competent jurisdiction, such declaration shall not affect the validity of the Ordinance as a whole or any part thereof which is not specifically declared to be invalid or unconstitutional.

4.

This Ordinance shall take effect and be in force from and after the date of its adoption, the public welfare demanding it.

The above Ordinance having been read according to law is hereby approved by the Mayor and Council of the City of Roswell, Georgia on this 20<sup>th</sup> day of July, 2009.

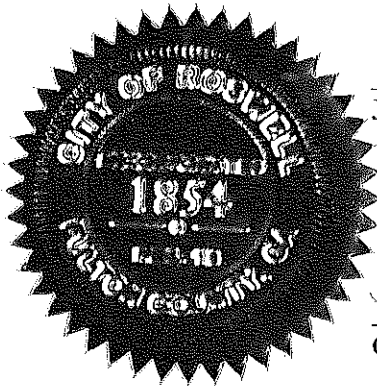
Attest:

Sue H. Creel  
City Clerk Sue H. Creel

Jerry Orlans  
Councilmember Jerry Orlans

Kent Igleheart  
Councilmember Kent Igleheart

David C. Tolleson  
Councilmember David Tolleson



Jere Wood  
Jere Wood, Mayor

Rebecca Wynn  
Councilmember Rebecca Wynn

Richard Dippolito  
Councilmember Richard Dippolito

Lori Henry  
Councilmember Lori Henry

**GEORGIA**

**FULTON COUNTY:**

**THIS AGREEMENT** entered into between the **City of Roswell**, 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**, City in the performance of its governmental functions will hold the election 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, City may by ordinance authorize County to conduct such election and City has heretofore adopted such an ordinance:

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

1.

This contract shall govern the conduct of the following election hereinafter referred to as "election," **City of Roswell General Election** to be held on **November 3, 2009** and the **City of Roswell General Runoff Election** to be held on **December 1, 2009**.

2.

The Fulton County Board of Registration and Elections shall operate as 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 or runoff thereof, except as hereinafter provided.

3.

The cost of such elections shall be in accordance with the budget therefore attached hereto as Exhibit "A" and made a part of hereof by reference. City agrees to pay County the original sum of \$199,415.00 for the **City of Roswell General Election** and \$107,399.00 for the **City of Roswell General Runoff Election**, if necessary 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 upon execution of this contract by all parties involved. Within ninety (90) days after the date of the election or any run-off election related thereto, whichever is last to occur, County shall furnish to City a complete statement showing all costs and expenses incurred in the election 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 County shall not be financially responsible for any liability resulting from or furnishing of any services in the form of legal opinions or defenses in connection with any litigation arising by reason of the election. All legal services and defenses of litigation required by any Board or person arising from the afore-mentioned election(s) under this contract 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 Superintendent shall have authority to engage the Fulton County Legal Department at the expense of the City; 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.

All decisions concerning the qualifications of candidates shall be determined by the Clerk of Council of the **City of Roswell** in accordance with the provisions of the Municipal Election Code and the Code of Ordinances of the City.

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 limitation.

7.

To the extent allowed by law, the CITY agrees to indemnify, defend and hold harmless **FULTON 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 **FULTON 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, **FULTON 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 **FULTON 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 ROSWELL**

(Seal)

\_\_\_\_\_  
Mayor

Attest: \_\_\_\_\_

Municipal Clerk

**APPROVED AS TO FORM:**

\_\_\_\_\_  
City Attorney

**FULTON COUNTY**

**APPROVED AS TO SUBSTANCE:**

(Seal)

\_\_\_\_\_  
Chair, Board of Commissioners

Attest: \_\_\_\_\_  
Clerk to Commission

**APPROVED AS TO FORM:**

\_\_\_\_\_  
County Attorney

(Seal)

\_\_\_\_\_  
Chair, Board of Registration & Elections

**PROJECTED COST**

**Ordinance No. 2009-07-12**

**EXHIBIT "A"**

**ROSWELL GENERAL ELECTION - NOVEMBER 3, 2009**

350-265-2667-1001 SALARIES - OVERTIME (prorated)		
Information Technology, Registration & Elections .....		\$38,048
350-265-2667-1004 SALARIES - TEMPORARY (prorated)		
Admin. Aides, Drivers, Poll Worker Instructors, etc .....		\$50,793
350-265-2667-1010 SOCIAL SECURITY		
(salaries).....	\$88,841 .....	\$5,510
350-265-2667-1011 SOCIAL SECURITY-MEDICARE.....	\$88,841 .....	\$1,290
350-265-2667-1060 UNEMPLOYMENT INS.....	\$88,841 .....	\$180
350-265-2667-1120 RENTAL EQUIPMENT (prorated)		
Vans, Radios, Tables, Chairs, Cell Phones.....	\$3,895	
TOTAL RENTAL EQUIPMENT.....		\$3,895
350-265-2667-1121 RENTAL BUILDINGS		
Public and Private Facilities.....	\$2,867	
TOTAL RENTAL BUILDINGS.....		\$2,867
350-265-2667-1159 HOURLY FEE PERSONNEL		
Poll Workers		
0 Dual Mgrs. @ \$275.....	\$0	
21 Chief Mgrs @ \$250.....	\$5,250	
42 Asst. Mgrs. @ \$200.....	\$8,400	
147 Clerks @ \$175.....	\$25,725	
Poll Worker Trng. Cls (210 @ \$30).....	\$6,300	
Election Night Workers (@ variable rates (prorated) .....	\$3,196	
TOTAL HOURLY FEE PERSONNEL .....		\$48,871
350-265-2667-1160 PROFESSIONAL SERVICES (prorated)		
Attorney Fees.....		\$86
350-265-2667-1178 FEES (prorated)		
5 Members @ \$50/meeting .....		\$43
350-265-2667-1452 VEHICLE SUPPLIES (prorated)		
Gasoline.....		\$618
350-265-2667-1456 POSTAGE (prorated)		
Absentee Ballots		
letters to voters, candidates,		
poll workers, other.....		\$2,638
BALANCE CARRIED FORWARD.....		\$154,839



**PROJECTED COST**

**Ordinance No. 2009-07-12**

**EXHIBIT "A"**

BALANCE BROUGHT FORWARD.....		\$154,839
350-265-2667-1459 PRINTING & BINDING (prorated).....		\$2,913
350-265-2667-1461 PHOTOCOPIES (prorated).....		\$194
350-265-2667-1462 OFFICE SUPPLIES		
Miscellaneous Office Supplies (prorated).....	\$960	
Ballot Cards @ 400/M(18,205)+ set up fee/shipping...	\$7,539	
TOTAL SUPPLIES.....		\$8,500
350-265-2667-1475 STOCKPAPER (prorated).....		\$69
350-265-2667-1501 INSURANCE - HEALTH.....		\$4,110
350-265-2667-1505 INSURANCE - LIFE.....		\$230
350-265-2667-1510 INSURANCE - DENTAL.....		\$460
350-265-2667-1512 INS-VISION.....		\$80
350-265-2667-1522 RETIREMATCH.....		\$1,140
350-265-2667-1525 PENSION EMPLOYEES.....		\$6,850
350-265-2667-1527 DC-CNTR-EPLR.....		\$1,520
350-265-1529 DC-CNTR-2%.....		\$380
SUBTOTAL.....		\$181,285
350-265-2667-13EL ELECTIONS ADMINISTRATIVE - SURCHARGE (10%).....		\$18,130
<b>TOTAL ROSWELL GENERAL ELECTION.....</b>		<b><u>\$199,415</u></b>

## PROJECTED COST

EXHIBIT "A"

## ROSWELL GENERAL ELECTION RUNOFF - DECEMBER 1, 2009

350-265-2668-1001 SALARIES - OVERTIME (prorated)		
Information Technology, Registration & Elections .....		\$9,146
350-265-2668-1004 SALARIES - TEMPORARY (prorated)		
Admin. Aides, Drivers, etc.....		\$24,235
350-265-2668-1010 SOCIAL SECURITY		
(salaries).....	\$33,381 .....	\$2,070
350-265-2668-1011 SOCIAL SECURITY-MEDICARE.....	\$33,381 .....	\$480
350-265-2668-1060 UNEMPLOYMENT INS.....	\$33,381 .....	\$70
350-265-2668-1120 RENTAL EQUIPMENT (prorated)		
Vans, Radios, Tables, Chairs and Cell Phone.....	\$3,909	
TOTAL RENTAL EQUIPMENT.....		\$3,909
350-265-2668-1121 RENTAL BUILDINGS		
Public and Private Facilities.....	\$2,867	
TOTAL RENTAL BUILDINGS.....		\$2,867
350-265-2668-1159 HOURLY FEE PERSONNEL		
Poll Workers		
0 Dual Mgrs @ \$275.....	\$1,100	
21 Chief Mgrs @ \$250.....	\$5,250	
42 Asst Mgrs @ \$ 200.....	\$8,400	
147 Clerks @ \$175.....	\$25,725	
Election Night Workers (variable rates-prorated).....	\$1,871	
TOTAL HOURLY FEE PERSONNEL .....		\$42,350
350-265-2668-1160 PROFESSIONAL SERVICES (prorated)		
Attorney Fees.....		\$94
350-265-2668-1178 FEES (prorated)		
5 Members @ \$50/meeting.....		\$47
350-265-2668-1452 VEHICLE SUPPLIES (prorated)		
Gasoline.....		\$536
350-265-2668-1456 POSTAGE (prorated)		
Absentee Ballots		
letters to voters, candidates,		
poll workers, other.....		\$1,703
350-265-2668-1459 PRINTING & BINDING (prorated).....		\$115
BALANCE CARRIED FORWARD.....		\$87,622

**PROJECTED COST**

**Ordinance No. 2009-07-12**  
**EXHIBIT "A"**

BALANCE BROUGHT FORWARD.....			\$87,622
350-265-2668-1461 PHOTOCOPIES (prorated).....			\$131
350-265-2668-1462 OFFICE SUPPLIES			
Miscellaneous Office Supplies (prorated).....	\$887		
Ballot Cards @ \$400/M (13003)+ setup fee/shipping..	\$5,388		
TOTAL SUPPLIES.....		\$6,280	
350-265-2668-1475 STOCKPAPER (prorated).....		\$56	
350-265-2668-1501 INSURANCE - HEALTH.....		\$990	
350-265-2668-1505 INSURANCE - LIFE.....		\$50	
350-265-2668-1510 INSURANCE - DENTAL.....		\$110	
350-265-2668-1512 INS-VISION.....		\$20	
350-265-2668-1522 RETIREMATCH.....		\$270	
350-265-2668-1525 PENSION EMPLOYEES.....		\$1,650	
350-265-2668-1527 DC-CNTR-EPLR.....		\$370	
350-265-2668-1529 DC-CNTR-2%.....		\$90	
SUBTOTAL.....		\$97,639	
350-265-2668-13EL ELECTIONS ADMINISTRATIVE ..... SURCHARGE (10%).....		\$9,760	
TOTAL ROSWELL GENERAL RUNOFF.....		\$107,399	
TOTAL GENERAL ELECTION AND RUNOFF.....		\$306,814	