

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 Special Election to be held on November 6, 2012.**

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.

There will be no cost to the City for the conduct of the election because there are no additional set-up costs for printing of the ballot.

4.

The County shall not be financially responsible for any liability resulting from the election or for furnishing 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 aforementioned 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 for 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