COUNTY DEPARTMENT AGENDA REQUEST

Department:	Elections	Presenter(s):	Thomas L. Sawyer
Meeting Date:	Thursday, September 10, 2009	Type of Request:	Consent

Wording for the Agenda:

Approval of staff's recommendation that the County enter into an Intergovernmental Agreement with the City of Fayetteville whereby the Fayette County Board of Elections will act as Superintendent of Elections for Fayetteville's Municipal Election to be held on November 3, 2009.

Background/History/Details:

The City of Fayetteville has requested that the Fayette County Board of Elections conduct the city's November 3,2009 municipal election. The city will be using two precincts which lie within the city limits of Fayetteville located at the LaFayette Educational Center (40A) and Fayette County Library (40B). There will be no cost to the County as the city has agreed to be responsible for all costs associated with this election.

This Consent Agenda item is being presented to request authorization for Chairman Jack Smith of the Fayette County Board of Commissioners to sign the intergovernmental agreement with the City of Fayetteville and Fayette County through the Fayette County Board of Elections. The County's Attorney, Scott D. Bennett. has reviewed this agreement and has indicated that he has no problem with the document.

The Elections office may be contacted if you have questions or need additional information

What action are you seeking from the Board of Commissioners?

A vote authorizing the Chairman to sign the intergovernmental Agreement between the City of Fayetteville and Fayette County through the Fayette County Elections Board to conduct their November 3, 2009 municipal election.

If this item requires funding, please describe:

There will be no expense to Fayette County as the intergovernmental agreement states that all expenses and charges incurred in the performance of said election will be the responsibility of the City.

Has this issue come before the Commissioners in the past?	Yes	If so, when?	November 2007 Elections
Do you need audio-visual for the presentation?	No	Back-up Material Submitted?	No

STAFF USE ONLY

Approved by Finance	Yes	Reviewed by Legal	Yes
Approved by Purchasing	Not Applicable	Approved by County Clerk	Yes
Administrator's Approval	Yes		

Staff Notes:

STATE OF GEORGIA

COUNTY OF FAYETTE

INTERGOVERNMENTAL AGREEMENT FOR CONDUCTING MUNICIPAL ELECTIONS

This Agreement entered into between the CITY OF FAYETTEVILLE, a municipal corporation lying wholly or partially within Fayette County, Georgia, hereinafter referred to as "The City" and Fayette County, Georgia, a political subdivision of the State of Georgia hereinafter referred to as "The County".

W I T N E S S E T H:

WHEREAS, the City in the performance of its governmental functions will hold the election hereinafter described; and,

WHEREAS, under the provisions of the Georgia Election Code, particularly O.C.G.A. §21–2–45 of the Official Code of Georgia Annotated, the City may, by ordinance, authorize the County to conduct such election and the City has heretofore adopted such an ordinance;

WHEREAS, the County has staff and equipment to conduct such election; and

WHEREAS, the County desires to assist said City in the conduct of its municipal election.

NOW THEREFORE, for and in consideration of the premises contained herein, it is hereby agreed as follows:

1.

This Agreement shall govern the conduct of the City of Fayetteville general election held on November 3, 2009 and any and all run-offs which may be necessary.

2.

Fayette County through the Fayette County Board of Elections shall operate as superintendent of the aforementioned election and shall perform any and all functions of the City

or any of the City's officials in connection with the conduct of such election with the exception of qualification of candidates, distribution of financial and campaign disclosure statements to candidates, notification of the State Elections Commission concerning candidacy compliance, and disbursing funds to poll workers and relative tax filings.

3.

A City official shall operate as the Superintendent of qualifications of candidates. Such officer shall perform any and all functions of the City or any of its officials in connection with the qualifications of candidates in accordance with O.C.G.A.§ 21-2-45(C)(2). Further, such official shall be responsible for distribution of financial and campaign disclosure statements to candidates, notification of the State Elections Commission concerning candidacy compliance, and disbursing funds to poll workers and relative tax filings

4.

The County shall supply all of the necessary manpower and transportation to pick up, deliver, set up, store and return to the County all of the voting equipment used in the election along with all ancillary equipment and necessary supplies.

5.

The voting equipment vendor shall program all of the voting equipment for the election.

6.

All absentee ballots shall be ordered, issued, mailed, and accounted for by the County.

7.

Staffing of the polling locations and training of the staff shall be provided by the County.

8.

All expenses and charges incurred in the performance of said election (except for the actual cost of the State-owned voting system and State-owned ancillary equipment) shall be the responsibility of the City. Said expenses and charges shall include but not be limited to the

following: all costs of training and providing personnel for the election, costs of printing, mailing and processing absentee ballots, the costs of expendable supplies, the cost payable to the voting machine vendor for programming the voting machines for the election and a pro-rated maintenance cost for the voting equipment. An invoice for the costs and expenses of the election shall be submitted to the City and the City shall remit payment of the invoice to Fayette County within 30 days of receipt of the invoice.

9.

The City shall indemnify, defend and hold harmless the County from any liability and/or litigation expenses to which the County may be subjected as a consequence of or as a result of the election for the City. The City will furthermore reimburse the County for any and all necessary legal representation, by counsel chosen by the County, in any action arising from the conduct of City elections. Said reimbursement shall be paid by the City within thirty days of invoice by the County.

10.

This intergovernmental contract is a full and complete statement of the agreement of the parties as to the subject matter hereof and has been authorized by proper action of the respective parties.

11.

Should any provision of this Agreement or application thereof to any person or circumstance by held invalid or unenforceable, the remainder of this Agreement or the application of such provision to any person or circumstance, other than those to which it is held invalid or unenforceable, shall not be affected thereby, and each provision of this Agreement shall be valid and enforceable to the full extent permitted by law.

Should it be necessary to comply with any legal requirements, the necessary members of the County's personnel may be temporarily sworn in as officers and employees of the City.

FAYETTE COUNTY, GEORGIA

By: _____
Jack Smith, Chairman
Board of Commissioners

Attest:

_____

CITY OF FAYETTEVILLE

By: _____
Kenneth Steele, Mayor

Attest:

_____

BOARD OF ELECTIONS

By: _____
Marilyn Watts, Chairman

Attest:

_____