

**CONTRACT FOR CONDUCT OF
SMYRNA CITY ELECTION**

This Agreement, entered into this ____ day of _____, 2019, by and between the City of Smyrna, Georgia (hereinafter “the City”) and Cobb County, Georgia (hereinafter “the County”), witnesseth that:

WHEREAS, the City has by ordinance authorized the County to conduct the Smyrna City General Election to be held on November 5, 2019 and any subsequent runoff on December 3, 2019; and,

WHEREAS, the City has requested the County to perform the functions imposed by O.C.G.A. Section 21-2-45 on the City with reference to such elections;

NOW, THEREFORE, in consideration of the sum \$1.00, and in consideration of the mutual covenants, promises, conditions and agreements contained herein, the parties hereto do mutually agree as follows;

(1)

The City agrees to pay to the County, for the service of its Board of Elections and Registration, in the conduct of the Smyrna City General Election on November 5, 2019, all actual costs incurred in conducting said election and those of any subsequent runoff on December 3, 2019. Said costs to include, without limitation, costs of publication; use of election equipment; costs of printing sample, absentee, provisional and duplicator ballots; area supervisor’s salaries; election night personnel compensation; absentee voting staff salaries; advance voting space and staff salaries; costs of training and compensation for poll workers; and election night results reporting. Where applicable, costs will be computed based on the number of precincts served.

(2)

The County shall perform, through its Board of Elections and Registration, the following functions with reference to the conduct of the aforesaid election: (a) election planning; (b) ballot layout for absentee and provisional ballots; (c) hiring of personnel; (d) special instructions to poll workers; (e) programming of election equipment; (f) preparation of electors list; (g) election day coverage; (h) election managers meeting; (i) auditing of election results; (j) certification and consolidation of returns; (k) absentee voting; (l) advance voting; (m) purchasing or renting of equipment, supplies, and facilities; (n) qualifying candidates and advertising thereof; (o) training of poll workers; (p) legal research as necessary; and (q) such other reasonable and necessary duties and services as are required.

(3)

The City hereby agrees to release, indemnify and hold harmless the County, its Board of Elections and Registration, and their Agents and employees from and against any and all loss, damage, injury, claims, expenses (including attorneys fees and expenses of litigation) and demands arising out of or connected in any way with the conduct of the election, which are not occasioned by any gross negligence on the part of the County or its Board of Elections and Registration.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals this _____ day of _____, 2019.

CITY OF SMYRNA

BY: _____
A. Max Bacon, Mayor

ATTEST: _____
Terri Graham, City Clerk

(seal)

COBB COUNTY BOARD OF ELECTIONS & REGISTRATION

BY: _____
Phil Daniell, Chairman

ATTEST: _____
Janine Eveler, Director

(seal)