

CONTRACT FOR CONDUCT OF SMYRNA SPECIAL ELECTION CITY COUNCIL, WARD 6

This Agreement, entered into this ____ day of _____, 2018, 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 Resolution on _____, 2018, authorized a special election (“Special Election”) to be called and held on Tuesday, **May 22, 2018**, with a Special Election Runoff, if necessary, to be held on Tuesday, July 24, 2018, for the purpose of filling a vacancy in the office of Council Member Ward 6; and,

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

WHEREAS, the County is already conducting a General Primary on May 22, 2018;

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

1. **Payment for Costs:** The City agrees to pay to the County for the service of its Board of Elections and Registration in the conduct of the Election on Tuesday, May 22, 2018, and a Special Election Runoff, if necessary, to be held on Tuesday, July 24, 2018, all actual costs incurred in conducting the Election which are directly attributable to the cost of conducting the Special Election and not already attributable to the May 22, 2018 General Primary or July 24, 2018 General Primary Runoff.
2. **Duties of the County:** The County shall perform, through its Board of Elections and Registration, the following functions with reference to the conduct of the Election: (a) election planning; (b) ballot layout for absentee and provisional ballots; (c) hiring of personnel; (d) qualifying of candidates; (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) publishing any required Call or notice; (o) training of poll workers; (p) obtaining legal research and representation as necessary; and (q) such other reasonable and necessary duties and services as are required.
3. **Term:** This Agreement will begin on the Effective Date and shall continue until the conclusion of the Special Election and the Special Election Runoff, if necessary, unless terminated by either Party with 30 days written notice. If the City terminates

the Agreement, the City agrees to pay the County the actual cost incurred by the County in preparing for and/or conducting the Election through the date of termination.

4. **Indemnification:** To the extent permitted by law, 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 attorney's 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.
5. **Merger:** This Agreement states the full agreement between the Parties and supersedes all prior negotiations and agreements.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals this _____ day of _____, 2018.

(SIGNATURES ON FOLLOWING PAGE)

CITY OF SMYRNA

BY: _____
A. Max Bacon, Mayor

(seal)

ATTEST: _____
Terri Graham, City Clerk

**COBB COUNTY
BOARD OF ELECTIONS & REGISTRATION**

BY: _____
Phil Daniell, Chairman

(seal)

ATTEST: _____
Janine Eveler, Director