

Reso 23-057

**CONTRACT FOR CONDUCT OF  
POWDER SPRINGS CITY ELECTION**

This Agreement, entered into this 20<sup>th</sup> day of March, 2023, by and between the City of Powder Springs, 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 Powder Springs City General Election to be held on **November 7, 2023**, and any subsequent runoff required on **December 5, 2023**; 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.

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, November 7, 2023, and any subsequent runoff on December 5, 2023, all actual costs incurred in conducting the election or runoff which are directly attributable to the cost of conducting the such election or runoff. Where applicable, costs will be shared among those other Cities whose elections are conducted by the County on the same date, based on the number of precincts served.
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 at a suitable location provided by the City; (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 General Election and Runoff 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 20th day of March, 2023.

**CITY OF POWDER SPRINGS**

BY:

Albert Thurman

Al Thurman, Mayor

ATTEST:

Kelly Axt

Kelly Axt, City Clerk

(seal)

**COBB COUNTY BOARD OF ELECTIONS & REGISTRATION**

BY:

Tori M. Silas

Tori Silas, Chairman

ATTEST:

Janine Eveler

Janine Eveler, Director

