

**CONTRACT FOR CONDUCT OF
EDUCATION SPLOST SPECIAL ELECTION**

This Agreement, entered into this _____ day of _____, 2021, by and between the Cobb County Board of Education (hereinafter “School Board”) and Cobb County, Georgia (hereinafter “the County”), witnesseth that:

WHEREAS, the School Board has by resolution authorized the County to call and conduct a Special Election to be held on **November 2, 2021** for the purpose of submitting a SPLOST referendum to the voters; and

WHEREAS, the School Board has requested the County to perform the functions imposed by O.C.G.A. Title 21 with reference to such election.

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 School Board agrees to pay to the County for the service of its Board of Elections and Registration all actual costs incurred which are directly attributable to the cost of conducting the Special Election, to the extent required by law. Where applicable, costs will be shared among those other entities whose elections are conducted by the County on the same date, based on the number of precincts served. Within 120 days after the date of the Election, the County shall furnish to the School Board a written statement showing all costs and expenses incurred in the Election, a breakdown of the actual costs attributable to the cost of conducting the Special Election and an invoice for the amount due from the School Board. Payment shall be due and payable from the School Board within thirty (30) days from receipt of the County invoice and approval by the School Board, but in no event later than sixty (60) days after receipt. The School Board shall have the right to receive and review at its cost all records and documentation pertaining to the costs, expenses and invoice.
2. **Duties of the County:** The County shall perform as required by law, 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) programming of election equipment; (e) election day coverage; (f) election managers meeting; (g) auditing of election results; (h) certification and consolidation of returns; (i) absentee voting; (j) advance voting; (k) purchasing or renting of equipment, supplies, and facilities; (l) publishing any required Call or notice; (m) training of poll workers; (n) obtaining legal research and representation as necessary; and (o) 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 later of the conclusion of the Special Election or the settlement of the Election costs between the parties.
4. **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 _____, 2021.

Cobb County Board of Education

BY: _____
Randy Scamihorn, Chairman

ATTEST: _____
Chris Ragsdale, Superintendent

(seal)

COBB COUNTY BOARD OF ELECTIONS & REGISTRATION

BY: _____
Tori Silas, Chairman

ATTEST: _____
Janine Eveler, Director

(seal)