

**AGREEMENT  
FOR THE CONDUCT OF ELECTIONS  
BETWEEN**

THE BARTOW COUNTY BOARD OF ELECTIONS AND REGISTRATION,  
BARTOW COUNTY, GEORGIA,  
and  
THE CITY OF CARTERSVILLE.

THIS AGREEMENT is made and entered into by and between the **Bartow County Board of Elections and Registration**, a Board created by Local Act 466 (Ga.L. 1993, p. 5309) to perform the functions of election superintendent for Bartow County (sometimes hereinafter referred to as “**Board**”), **Bartow County, Georgia**, a political subdivision of the State of Georgia (“**County**”), and the **City of Cartersville, Georgia**, a municipal corporation chartered under the laws of the State of Georgia (sometimes hereinafter referred to as “**City**”), and is effective as of the date specified herein.

WHEREAS, the Board and the City desire to enter into an Agreement for the Board and its employees to conduct municipal elections for the City; and

WHEREAS, the County and the City desire to enter into an Intergovernmental Agreement relating to the conduct of elections; and

WHEREAS, the Board, County and City have reached a mutual agreement regarding the proposal; and

WHEREAS, the Board’s enabling act requires approval of the County for any expenditure of funds; and

WHEREAS, O.C.G.A. § 21-2-45(c) authorizes the City to contract with the Board so that the Board may perform all duties of election superintendent as set forth in Chapter 2 of Title 21, with the exception of qualification of candidates and other statutory duties set forth herein; and

WHEREAS, the Board has reviewed this Agreement and did, at a regular meeting of the Board, authorize its Chairman to execute this Agreement; and

WHEREAS, the Mayor and City Council of Cartersville has reviewed this Agreement and did, at a regular meeting of the City Council, authorize its Mayor to execute this Agreement; and

WHEREAS, the Commissioner of Bartow County and did, at a regular meeting, authorize the Commissioner to execute this Agreement;

NOW, THEREFORE, for and in consideration of the mutual benefits flowing from one party to the other, the adequacy and sufficiency of which is acknowledged, it is hereby agreed as follows:

1. **Scope of Services:** For General and Special Elections, the Board shall be responsible for all aspects of election administration on behalf of the City starting from the time that the City submits the qualified candidates, or call for a special referendum, to the Board and ending after the certification of the results of the Election. In the case of a Runoff Election the Board shall continue to be responsible for all aspects of Election Administration through the certification of results from the Runoff Election.

The City shall retain responsible for the appointment of a Municipal Election Superintendent, compliance with filing and other requirements imposed by the Ethics in Government Act, all qualifying activities including publishing required legal notices, the appointment of a Vote Review Panel defined by O.C.G.A. § 21-2-483(g)(2)(A), and attendance at the Board's Office on Election Night and at the Certification Meeting following the election.

The Board will cause the ballots to be created and printed, hire and train all necessary temporary employees, answer public inquiries, facilitate all absentee and in-person voting activity, canvass and audit the votes after the election, and report the certified results to all necessary parties.

2. **Personnel:** The Board will staff the polling places and Election Office with temporary employees of the Board as the Election Supervisor deems necessary to effectively conduct the election in accordance with state law. Employees of the Board will be compensated using the same pay rates for work and training as the Board sets for County Elections. As a general rule, the Board will avoid using employees of the City to staff polling places.
3. **Voting Locations:** The City will match their polling places to the Board's unless the Board approves using a separate Polling Place prior to the City choosing a different polling place. If the City receives approval to change their polling place, they shall be responsible for all legal notices and possible preclearance associated with the change.

The City shall reimburse the Board the real cost of any rental fee associated with the use of a facility as a Polling Place.

4. **Advance Voting:** The primary location for Advance Voting for all elections conducted under this agreement will be the Board's Office at 1300 Joe Frank Harris Parkway, Cartersville. The City will be responsible for paying a percentage of the total personnel cost for that location equal to the percentage of voters of voter's from their city that chose to participate at that location.

The City may also request that the Board facilitates Advance Voting at a location in their city for the week (Monday – Friday) prior to Election Day. The City will be responsible

for all costs associated with this location including but not limited to personnel expenses and rental fees.

5. **Fees:** The City shall be responsible for reimbursing the Board for its permanent staff's efforts, as well as for any incidental supplies that the Board's employees must use to conduct the Election that are not otherwise itemized. Due to inherent difficulties in itemizing these items while conducting an election, the Board will charge \$75 for incidental supplies, and \$1,000 as a county fee to cover any expenses that are not otherwise itemized.

The Board may change these fees with 60 days' notice to all three parties. The notice shall include a breakdown explaining why the fees changed.

6. **Payment for Services:** The City is expected to reimburse the County for any expenses the Board incurs while conducting elections on behalf of the City. They will be charged the real cost of any item that is not already described in this agreement, and the cost of any service provided to all cities besides Advance Voting will be divided equally among all the Cities conducting elections.

The County will invoice the City for the costs associated with an election or runoff within 60 Days of the date the election is certified. The City will remit payment within 30 days of receipt of the invoice. A sample breakdown is attached to this agreement as Exhibit A. Please note that the breakdown is simply an estimate and the actual cost could be higher or lower depending on a number of factors such as voter turnout.

The County will not charge the City for any election services when their election is being held in conjunction with a County Election, as long as there are no additional services requested by the City for their election (such as additional Advance Voting Locations defined in Paragraph 4). The City will be invoiced for all elections that are conducted "separate and apart" from a County Election.

7. **Legal Expenses:** The City will agree to pay any and all legal expenses resulting from any election, primary, runoff or special election conducted by the Board for the City, except in the case of gross negligence on the part of the Board or the Elections Supervisor. Included would be legal expenses for responding to challenges, suits and State Board of Elections reviews.
8. **Notices:** Official notices, payments and correspondence to the County shall be delivered in person or transmitted via U. S. Mail, postage prepaid addressed to the County Administrator of Bartow County at Suite 251, 135 West Cherokee Avenue, Cartersville, Georgia 30120. Official notices and correspondence to the Board shall be delivered in person or transmitted via U. S. Mail, postage prepaid addressed to the Elections Supervisor at Suite 106, 135 West Cherokee Avenue, Cartersville, Georgia 30120.

Official notices and correspondence to Cartersville shall be delivered in person or transmitted via U.S. Mail postage prepaid, addressed to the City Clerk of Cartersville, at P.O. Box 1390, Cartersville, GA 30120.

9. **Effective Date; Term:** This Agreement shall be effective September 1, 2021 or upon the date of the last signature by either party, whichever is later. This Agreement shall expire annually on December 31 of each year and be automatically renewed, for a maximum of ten (10) years. Either party may terminate the agreement at any time, with ninety days written notice.
  
10. **Entire Agreement:** This Agreement contains all the terms and conditions and represents the entire Agreement between the parties and supersedes any pre-existing Agreement related to the Facility. Any alteration of this Agreement shall be invalid unless made by an amendment in writing, duly executed by the parties. There are no understandings, representations, or agreements, written or oral other than those contained in this Agreement.

IN WITNESS WHEREOF, the Board, County and City have caused this Agreement to be duly executed by their proper officers and attested with their corporate seals affixed hereto as set forth in duplicate originals.

**Attest:**

**BARTOW COUNTY BOARD OF ELECTIONS AND REGISTRATION**

\_\_\_\_\_  
Joseph Kirk, Secretary

\_\_\_\_\_  
Neil Hopper, Chairman

Date: \_\_\_\_\_

**Attest:**

**BARTOW COUNTY, GEORGIA**

\_\_\_\_\_  
Kathy Gill, County Clerk

\_\_\_\_\_  
Steve Taylor, Commissioner

Date: \_\_\_\_\_

**Attest:**

**CITY OF CARTERSVILLE, GA**

\_\_\_\_\_  
Julia Drake, City Clerk

\_\_\_\_\_  
Mayor Matthew J. Santini

Date: \_\_\_\_\_