

**CONTRACT FOR PAULDING COUNTY TO CONDUCT THE MUNICIPAL  
ELECTIONS OF THE CITY OF DALLAS**

This Agreement is made this \_\_\_\_ day of \_\_\_\_\_, 2021, by and between Paulding County, Georgia, a political subdivision of the State of Georgia, by and through its Board of Commissioners (hereinafter “Paulding County”), and the City of Dallas, Georgia, a municipal corporation under the laws of the State of Georgia, by and through its City Council.

WHEREAS the City of Dallas desires for Paulding County to conduct its municipal elections;

WHEREAS the City of Dallas has by ordinance authorized Paulding County to perform all duties as superintendent of elections as specified in Title 21 Chapter 2 of the Official Code of Georgia Annotated, with the exception of certain enumerated items, for the November 2, 2021, election of the City of Dallas;

NOW THEREFORE, in consideration of the sum of (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereby agree as follows:

**1.**

For and in consideration of the City of Dallas agreeing to pay all costs incurred by Paulding County in performing all duties as superintendent of elections as specified in Title 21 Chapter 2 of the Official Code of Georgia, Paulding County agrees to perform all duties as superintendent of elections as specified in Title 21 Chapter 2 of the Official Code of Georgia, with the exception of those duties enumerated below.

**2.**

For and in consideration of Paulding County agreeing to perform all duties as

superintendent of elections as specified in Title 21 Chapter 2 of the Official Code of Georgia, with the exception of those duties enumerated below, the City of Dallas agrees to pay all costs incurred by Paulding County in performing those functions which the municipality has requested the county to perform.

**3.**

Specifically, Paulding County agrees to:

- (a) Provide the elections superintendent;
- (b) Provide the poll managers and poll workers on the day of the election;
- (c) Create the absentee ballots necessary for the municipal election;
- (d) Order the ballots necessary for absentee balloting in the municipal election;
- (e) Count the absentee ballots on the day of the election;
- (f) Provide at least three (3) electronic voting machines for each voting precinct on election day, plus, at least an additional two (2) electronic voting machines for absentee voting and a shared card reader;
- (g) Create and cause to be published all advertisements required by Georgia law for the election;
- (h) Provide all supplies necessary for the election;
- (i) Conduct hearings and render decisions in response to written candidate qualifications challenges;
- (j) Upload and tabulate all election results at the close of the election and certify the election results to the Secretary of State;
- (k) Perform all of duties of the superintendent of elections which the municipality does not specifically assume the responsibility of performing; and

- (l) Provide a place, time, and opportunity for citizens to vote by absentee ballot.

**4.**

The City of Dallas will assume all responsibility for and Paulding County will not assume any responsibility for:

- (a) Qualifying any and all candidates for the municipal election; and
- (b) Providing one city official to remain with the ballots at all times following the close of the polling places.

**5.**

The City of Dallas agrees to compensate the County for all costs incurred in performing the functions set out herein which the municipality has requested the county to perform. These costs will include:

- (a) Compensation of the poll officers, custodians, and other assistants and employees provided for in the election code;
- (b) Expenditures and contracts for expenditures by the superintendent for polling places;
- (c) Purchase or printing, under contracts made by the superintendent, of all ballots and other election supplies required by the election code, or which the superintendent shall consider necessary to carry out the provisions of the election code;
- (d) Maintenance of voting machines, vote recorders, and of all other primaries and election equipment required by the election code, or which the superintendent shall consider necessary to carry out the provisions of the election code; and
- (e) All other expenses arising out of the performance of his or her duties under the

election code.

An estimate of the expected expenses is attached hereto as Exhibit "A" which is specifically incorporated herein by reference thereto, however, the City agrees to be responsible for paying the County all costs incurred by the County in performing the functions agreed to herein whether or not such expenses are listed and included in Exhibit "A".

**6.**

In the event that all contests in the municipal elections are uncontested races, the City shall notify the County in writing seven (7) days following the close of qualification of the candidates that the County will not need to conduct the municipal elections. In the event that this occurs, the City will be responsible for paying all costs incurred by the County prior to the time the notice was provided to the County.

**7.**

The payments required herein shall be made by the City to the County within thirty (30) days of the City receiving a written statement that the amount has been incurred by the County in preparing for and conducting the City election.

IN WITNESS WHEREOF, the parties hereto have caused these presents to be executed in its name by its duly authorized officers, this \_\_\_ day of \_\_\_\_\_, 2021.

**PAULDING COUNTY, Georgia**

BY: \_\_\_\_\_  
David L. Carmichael, Chairman  
Board of Commissioners

WITNESS:  
\_\_\_\_\_

**CITY OF DALLAS, Georgia**

BY: \_\_\_\_\_  
L. James Kelly, Mayor

WITNESS:  
\_\_\_\_\_

**PAULDING COUNTY BOARD OF ELECTIONS &  
REGISTRATION**

BY: \_\_\_\_\_  
Peggy C. Wills, Chair

WITNESS:  
\_\_\_\_\_