

ORDINANCE NO. 141.2009 – Voter Registration

AN ORDINANCE BY KERSHAW COUNTY ADOPTING AN AGREEMENT FOR ELECTION ASSISTANCE WITH THE TOWN OF BETHUNE

WHEREAS, the Town of Bethune (hereinafter referred to as the “Town”) and the County of Kershaw (hereinafter referred to as the “County”) through the Kershaw County Board of Elections and Registration wish to enter into an agreement providing for the transfer of some authority by the Town to the County and County’s assistance with municipal elections, and

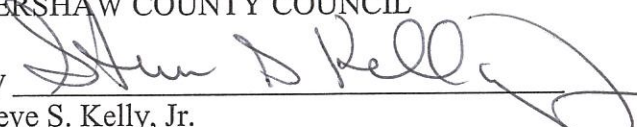
WHEREAS, a copy of the agreement is attached hereto and incorporated herein by reference, and

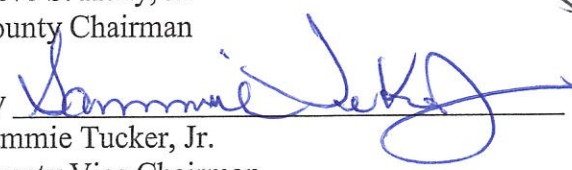
WHEREAS, the Town by ordinance dated June 11, 2009 enacted an ordinance approving and incorporating the agreement.

IT IS THEREFORE ORDAINED by the Kershaw County Council:

1. That the Agreement for Election Assistance entered into and agreed to by the Kershaw County Board of Elections and Registration and the Town of Bethune is agreed to, approved, and adopted and is incorporated herein by reference.
2. That a copy of the agreement approved and entered into as an agreement is attached hereto as Exhibit A.

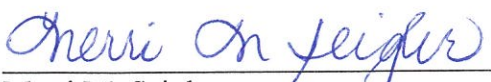
KERSHAW COUNTY COUNCIL

By   
Steve S. Kelly, Jr.  
County Chairman

By   
Sammie Tucker, Jr.  
County Vice Chairman

First Reading: July 14, 2009  
Second Reading: July 28, 2009  
Third Reading: August 11, 2009

ATTEST:

  
Merri M. Seigler  
Clerk to County Council

FILED FOR RECORD  
2009 NOV 23 PM 3:34  
JOYCE McDONALD  
CLERK OF COURT  
KERSHAW COUNTY, S.C.

STATE OF SOUTH CAROLINA )  
  )  
COUNTY OF KERSHAW          )

AGREEMENT FOR ELECTION ASSISTANCE

THIS AGREEMENT made and entered into this 11 day of June, 2009  
By and between the Kershaw County Board of Elections and Registration (hereinafter referred to as "BOARD") and Town of Bethune (hereinafter referred to as "BETHUNE") for the purpose of setting forth the terms and conditions by which BOARD will assist BETHUNE in conducting all municipal elections.

FOR AND IN CONSIDERATION of the mutual covenants and promises contained herein, it is mutually agreed by and between the parties:

WITNESSETH:

1. BOARD shall furnish voting machines containing instruction pages, emergency and provisional ballots, and all other election forms and materials necessary for voting in accordance with State Law. It is agreed by BETHUNE that the ballots and ballot storage media will be those required by State Law to be acquired by BOARD which shall have no responsibility therefore other than furnishing such ballots.
2. BOARD shall furnish a computer program by which the ballots may be counted and printed according to precinct and cumulative total.
3. BOARD shall prepare, in advance, a "test program" for the election to verify to the satisfaction of BETHUNE's representatives that the computer program is performing accurately. The "test" of the program will be consistent with State Law. BETHUNE shall have representatives present at such "test."
4. BOARD shall receive the ballots and ballot storage media from the poll managers at Election Central, and shall inspect and process the ballots and ballot storage media, using established ballot security techniques, and shall provide printed results of the election to BETHUNE.
5. BOARD shall order voter registration books to be used on Election Day.
6. BOARD shall provide the polling places and an adequate place for reporting results of the election and shall have full responsibility for ascertaining that voters are voting in the proper precinct.
7. BOARD shall be responsible for conducting the election in accordance with State Laws and shall be responsible for providing all poll managers. Poll managers must be certified by the BOARD and attend training prior to elections as necessary.
8. BOARD, through its clerks, shall be responsible for the security of the ballots and ballot storage media until they are delivered to BETHUNE at the place specified.

9. BETHUNE, through its representatives, will be present to observe the vote counting by the BOARD and will receive from the BOARD the final tally of ballots cast in all municipal elections. The BOARD will then certify the results of all elections.
10. BOARD shall be responsible for all borrowed equipment borrowed from BETHUNE prior to the election and shall make all repairs and be liable for any damage thereto.
11. BOARD shall accept candidate filings and filing fees, including, but not limited to notices of candidacy, candidacy pledges, hear and decide protests and certify the results.
12. BOARD shall be responsible for the advertisement of elections and publish proper legal notices pursuant to the State Laws.
13. BETHUNE shall be responsible for all expenses incurred by the BOARD in assisting with the election and including, but not limited to, the following:
  - a. To reimburse the BOARD through Kershaw County for all costs incurred in providing ballots, printing and copy cost, postage, transportation, travel, temporary help, direct personnel, supplies, food, field technical support, vendor support, facility charges, certification, and other related additional expenses incurred in its conduct of municipal elections for BETHUNE. An overhead expense of 10% of all costs will be charged to BETHUNE.
  - b. BETHUNE shall assist BOARD in all matters relative to protests. In the event a protest is filed or litigation is commenced in connection with the conduct of municipal elections, BETHUNE shall pay all costs, attorney fees, court reporter fees and costs, and other costs and expenses incurred in such protest or litigation.
14. An itemized estimate of expenses of the election shall be provided in advance upon written request by BETHUNE, and an itemized statement of actual expenses will be provided after the election. Upon request of BOARD, BETHUNE agrees to make a deposit of 50% of the estimated cost of the election as provided for herein above. BETHUNE agrees to promptly reimburse BOARD for all expenses billed within 30 days of receipt of the invoice.
15. BETHUNE shall indemnify and hold harmless the County of Kershaw and the BOARD against any and all loss, damage, and/or liability that may be suffered, caused by or arising out of any way connected with the functions of the BOARD as provided for in this agreement.
16. This Agreement shall continue in full force and effect through December 31, 2010 and will thereafter automatically renew for successive two-year periods. This Agreement may be terminated by either party upon written notice of not less than 180 days prior to the expiration date of the Agreement.

The foregoing terms and conditions are hereby accepted as the complete Agreement between the BOARD and BETHUNE relative to the election described above. It contains all terms agreed to and may not be amended except by written agreement between the parties.

IN WITNESS WHEREOF, the parties hereunto have set their hands and seals to this Agreement the date first above written.

WITNESS:

  
\_\_\_\_\_

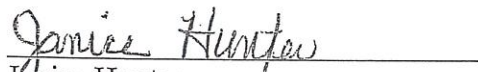
KERSHAW COUNTY BOARD OF ELECTIONS  
AND REGISTRATION

  
By: Julia A. Brock  
Its: Chairman

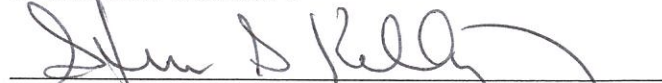
TOWN OF BETHUNE

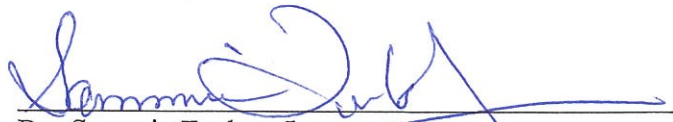
  
By: Carlisle Davis  
Its: Mayor

ATTEST:

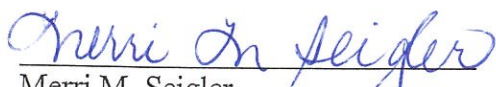
  
Janice Hunter  
Town Clerk

KERSHAW COUNTY

  
By: Steve S. Kelly, Jr.  
Its: Chairman

  
By: Sammie Tucker, Jr.  
Its: Vice Chairman

ATTEST:

  
Merri M. Seigler  
County Clerk