

AN ORDINANCE BY KERSHAW COUNTY ADOPTING AN AGREEMENT FOR ELECTION ASSISTANCE WITH THE CITY OF CAMDEN

WHEREAS, the City of Camden (hereinafter referred to as the "City") and the County of Kershaw (hereinafter referred to as the "County") through the Kershaw County Voter Registration and Elections Board wish to enter into an agreement providing for the transfer of some authority by the City to the County and County's assistance with municipal elections, and

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

WHEREAS, the City by ordinance dated May 27, 2008 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 Kershaw County with the consent and agreement of the Kershaw County Board of Registration and Elections is agreed to 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 John S. Kelly, Jr.
Steve S. Kelly, Jr.
County Chairman

JOYCE McDONALD
CLERK OF COURT
KERSHAW COUNTY, S.C.

09 SEP 16 AM 10:20

FILED FOR RECORD

First Reading: 08/12/08
Second Reading: 08/26/08
Third Reading: 09/09/08

ATTEST:

Earlene Young Jones
Earlene Young Jones
Clerk to County Council

STATE OF SOUTH CAROLINA)

COUNTY OF KERSHAW)

AGREEMENT FOR ELECTION ASSISTANCE

THIS AGREEMENT made and entered into this 27th day of May, 2028 by and between the Kershaw County Voter Registration and Elections Board (hereinafter referred to as "BOARD") and City of Camden (hereinafter referred to as "CITY") for the purpose of setting forth the terms and conditions by which BOARD will assist CITY 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 the CITY 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 CITY representatives that the computer program is performing accurately. The "test" of the program will be consistent with State Law. CITY shall have representatives present at such "test."
4. BOARD shall receive the ballots and ballot storage media from the poll managers at Election Central, located at Kershaw County Government Center, Camden 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 CITY.
5. BOARD shall order voter registration books to be used on Election Day (upon written request of CITY for City only elections).
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.



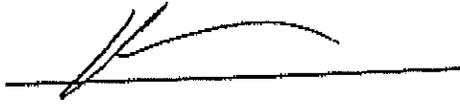
7. BOARD shall be responsible for conducting the election in accordance with State Law and shall be responsible for providing all poll managers. Poll managers must be certified by the BOARD and attend training prior to elections as necessary.
8. BOARD, through its clerks, shall be responsible for the security of the ballots and ballot storage media until they are delivered to CITY at the place specified. For City only Special or Runoff Elections, BOARD shall give CITY, through their respective representatives, a receipt for the ballots and ballot storage media, provided the ballots and ballot storage media are found to be secure, properly accounted for and in satisfactory condition.
9. CITY, through its Election Commission, 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 City Election Commission will then certify the results of all elections.
10. BOARD shall be responsible for all equipment borrowed from the CITY prior to the election and shall make all repairs and be liable for any damage thereto.
11. CITY 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. CITY shall provide for the advertisement of elections and publish proper legal notices pursuant to State Law.
13. CITY shall be responsible for all expenses incurred by the BOARD in assisting with the election 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 and other related additional expenses incurred in its conduct of municipal elections for CITY. An overhead expense of 10% of all costs will be charged to CITY.
 - b. City Election Commission shall be responsible for all matters relative to protests. In the event a protest is filed or litigation is commenced in connection with the conduct of municipal elections, CITY 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 CITY, and an Itemized statement of actual expenses will be provided after the election. Upon request of BOARD, CITY agrees to make a deposit of 50% of the estimated cost of the election as provided for hereinabove. CITY agrees to promptly reimburse BOARD for all expenses billed within 30 days of receipt of the invoice.
15. The CITY 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, 2008 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.

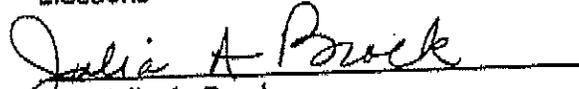
The foregoing terms and conditions are hereby accepted as the complete Agreement between the BOARD and the CITY relative to the election described above. It contains all terms agreed to and may not be amended except by written agreement between the parties.

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

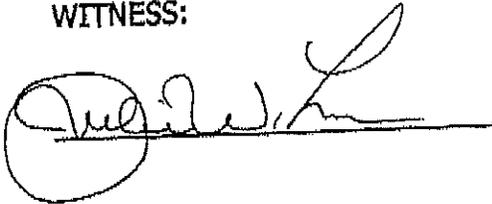
WITNESS:



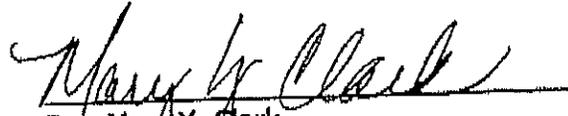
Kershaw County Board of Registration & Elections


By: Julia A. Brock
Its: Chairman

WITNESS:



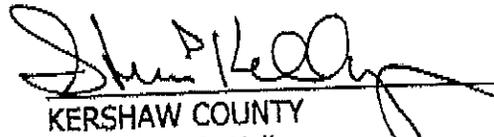
CITY OF CAMDEN


By: Mary Y. Clark
Its: Mayor

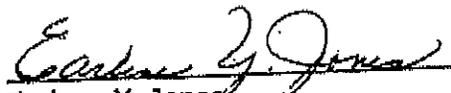
ATTEST:


Betty Slade
City Clerk

WE CONSENT:


KERSHAW COUNTY
By: Steve S. Kelly
Its: Chairman

ATTEST:


Earlene Y. Jones
County Clerk