

COMBINED ELECTION AGREEMENT
(Joint School/Municipal)
CITY OF RAPID CITY and Pennington County

This agreement is entered into between **CITY OF RAPID CITY**, hereinafter referred to as the “**City**”, and Pennington County, hereinafter referred to as the “**County**”, both governmental subdivisions of the State of South Dakota, for the purpose of conducting a combined election as provided under the provisions of SDCL 9-13-1.1; 13-7-10.1 and 12-2-5.

The acting **Board** of the **CITY OF RAPID CITY** approved combining their **City** election with the Pennington County Primary Election at its regular meeting on ____ / ____ / _____. Both entities are in agreement to hold a combined election with the Pennington County Auditor’s Office conducting said election in those precincts for the areas of the **CITY OF RAPID CITY** located in Pennington County. The **City** authorizes the staff of the Pennington County Auditor’s Office to handle and tabulate the **City** ballots in those precincts and to forward the returns to the **Finance Officer**.

EFFECTIVE DATE: This agreement shall become effective on the date that all parties have signed the agreement.

PURPOSE: It is the purpose of this agreement for the parties to conduct their individually required elections in one combined election. The combined election will be held on *June 2, 2015 (SDCL 9-13-1.1; 13-7-10.1)*. If necessary, a Secondary (Run-Off) Election will be held on June 23, 2015.

COST SHARING: The parties to this agreement shall share the costs of the combined election as set forth herein or a minimum of \$250, whichever is more:

- A. The **City** shall initiate, publish and pay for its own required notice of vacancies. SDCL 9-13-6 or 9-13-40 & 5:02:04:06; 13-7-5 & 5:02:04:14 and/or 13-7-10.2:
 - 1. Notice of Vacancies/Time & Place of Election (twice).

- B. The **County** shall initiate and publish the following required notices with costs shared between combined entities:
 - 1. Notice of Voter Registration Deadline (twice) 5:02:04:04;
 - 2. Deadline for Filing Nominating Petition 5:02:04:17;
 - 3. Notice of Combined Election (twice) 5:02:04:08;
 - 4. Facsimile Ballot;
 - 5. Notice of Testing of Automated Voting Equipment 5:02:09:01.01;
 - 6. Notice of Secondary (Runoff) Election 5:02:04:13 and ballot 5:02:04:19.

- C. The **County** shall layout the ballot from the information provided by the **City**. The **City** shall provide to the **County** no later than April 2, 2015 a Certificate of Ballot certifying offices, terms, spelling of candidate names, and language to be placed on the ballot.

- D. The **City** agrees to reimburse the **County** on a cost-share basis for the costs of precinct boards, absentee costs, ballot stock, layout and programming, printing, supplies, postage

not included in absentee costs, rent, publications as stated in Section A1 above, temporary and/or full time staff, and to include a 15% administrative fee.

ABSENTEE BALLOTS: Absentee Ballots shall be available at the Office of the County Auditor no later than 15 days before the Election for voters in the combined election and no later than 7 days prior to the secondary Election Day for qualifying precincts in Pennington County (SDCL 9-13-21; 13-7-10). Absentee costs including postage and forms will be assessed on a cost per absentee voter per jurisdiction basis.

SECONDARY ELECTION AND/OR RECOUNT: All costs for a run-off election will be borne fully by the entity requiring a run-off and will include staff wages and a 15% administrative fee. All costs for a recount will be borne fully by the entity requiring a recount including staff wages and a 15% administrative fee.

SPECIAL ELECTION: The Auditor’s Office requires a minimum 60-day advance notice from the scheduled special election date. Also, the Auditor’s Office must receive the certification of ballot question(s) and explanation a minimum of 38 days in advance of the special election date. A special election cannot be scheduled within 60 days of the primary or general election. Every special election shall be held upon the same notice, same absentee period, same polling places, tabulated, returned, and the result provided to the municipality for canvass (SDCL 9-13-14). All costs for a special election will be borne fully by the entity requiring the special election including staff wages and a 15% administrative fee.

RECORDS RETENTION AND DESTRUCTION: Pennington County shall maintain official election records for municipal elections for 3 months.

CANVASSING OF THE VOTE: The County shall forward copies of the precinct-by-precinct Unofficial Returns the day after the Election by fax or email. Provisional ballots will be evaluated and counted on the day after the election. After which, the Auditor will provide Official Returns by fax or email. Each entity shall perform its own official canvass.

Dated this ____ day of _____, 20__ in Rapid City, South Dakota.

(SEAL) _____
Julie A. Pearson, Auditor
Pennington County

Dated this ____ day of _____, 20__ in _____, South Dakota.

(SEAL) _____
Sam Kooiker, Mayor

Attest: _____
Pauline Sumption, Finance Officer