

Office of the Pennington County Auditor

Julie A. Pearson, Auditor

Election Division

County Administration Building

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www.pennco.org

November 14, 2018


PAULINE SUMPTION
CITY OF RAPID CITY
300 6TH ST
RAPID CITY SD 57701

RE: Combined Election Agreement for 2019

Dear PAULINE:

Enclosed please find a Combined Election Agreement for the CUSTER SCHOOL DISTRICT 16-1 for Election year 2019. If you desire to participate in a joint school/municipal election with Pennington County conducting the election, please insert the date your Board met and authorized the combined election, sign and return the Combined Election Agreement to me. You may scan and email it to me at loris@pennco.org.

Please call me if you have any questions at (605) 721-5532. Thank you for your assistance in this matter.


Lori Severson, CERA
Election Supervisor
Enclosure

**2019 COMBINED ELECTION AGREEMENT
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 as a combined election with the Combined Municipal/School Election conducted by Pennington County 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 Municipal/School Election. The combined Municipal/School Election will be held on **June 4, 2019** (SDCL 9-13-1.1; 13-7-10.1). If necessary, a Secondary (Run-Off) Election will be held on June 25, 2019.

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.
- 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 9, 2019 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 B above, share of costs of ADA accessible ballot marking device and electronic poll books, 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 Municipal/School Election for voters in the combined Election, and no later than seven days prior to any 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.

ELECTION SCHOOL AND/OR TRAINING: One Election School and any and all special training classes for new polling place/election hardware conducted by the County for each of the precinct officials at a rate of pay of \$30.00 each class for attendance.

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 90-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 70 days in advance of the special election date. A special election cannot be scheduled within 90 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 or school 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.

EQUIPMENT MAINTENANCE COSTS: Annual costs for equipment maintenance, such as tabulating equipment, any electronic equipment, ADA ballot marking devices, etc. will be assessed based on current voter registration as follows:

- 30,001 names or more - \$2500
- 15,001 – 30,000 names - \$2000
- 7501 – 15,000 names - \$1000
- 376 – 7500 names - \$500
- 1 -375 names - \$100

RECORDS RETENTION AND DESTRUCTION: Pennington County shall maintain official election records for municipal/school elections for 60 days.

CANVASSING OF THE VOTE: The County shall provide copies of unofficial returns. Provisional ballots will be evaluated and counted on the day after the election. If necessary, the Auditor will update the unofficial returns, including any provisional ballots, and provide by email. Each entity shall perform its own official canvass.

- A. The County will provide to the School District the following election results along with the unofficial results, and would be updated with provisional results if necessary after the County canvass:
 1. The number of registered voters of the school district on the date voter registration closes;
 2. The number of registered voters of the school district who voted in the election;
 3. The percentage of registered voters of the school district who voted in the election.

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

(SEAL)

Cindy Mohler, Auditor-Elect
Pennington County

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

(SEAL)

PAULINE SUMPTION
Finance Officer
CITY OF RAPID CITY
300 6TH ST
RAPID CITY, SD 57701