2017 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 as a Joint School/Municipal 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 election. The combined election will be held on June 6, 2017 (SDCL 9-13-1.1; 13-7-10.1). If necessary, a Secondary (Run-Off) Election will be held on June 27, 2017.

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;

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 7, 2017 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.
ELECTION SCHOOL: One Election School will be conducted at the beginning of the election cycle by the County for each of the precinct officials at a rate of pay of $30.00 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 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.

EQUIPMENT MAINTENANCE (BALLOT SCANNER/ABSENTEE KIOSK): Annual rental costs will be assessed based on voter registration as follows:
- 30,001 names or more - $2100
- 15,001 – 30,000 names - $1500
- 7501 – 15,000 names - $750
- 376 – 7500 names - $300
- 1-375 names - $100

This amount will be included in the election costs summary provided after the completion of all elections in this calendar year.

RECORDS RETENTION AND DESTRUCTION: Pennington County shall maintain official election records for municipal elections for 90 days.

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 School, South Dakota.

__________________________________________________________
Julie A. Pearson, Auditor
Pennington County

Dated this ____ day of ________, 20___ in ______________________, South Dakota.

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

(SEAL)

2017 Combined Election Agreement