

COMBINED ELECTION AGREEMENT

This agreement is entered into between Lawrence County, Spearfish School District 40-2, Lead-Deadwood School District 40-1, Meade School District 46-1, Belle Fourche School District 09-1, City of Whitewood, City of Deadwood, City of Lead, City of Spearfish and the Lead-Deadwood Sanitary District, all political subdivisions of the State of South Dakota, for the purpose of conducting a combined election as provided for under the provisions of SDCL 9-13-37, 13-7-10.3 and 12-2-5.

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 in even-numbered years, with the regular June primary election. Elections are being combined to save tax dollars on the cost of individually conducted elections and to encourage a better voter turnout for all entities.

COST SHARING: The parties to this agreement shall share the costs of the combined election as set forth herein.

Each Governmental entity shall publish its own required notices, except where they may by law be jointly published. The cost of jointly published notices shall be shared proportionately by ballot issue and /or candidate.

Salaries and expenses of election boards shall be shared equally by the parties.

Polling place rent shall be shared equally within the city, school, and county precincts. County shall bear the cost of rural precincts outside the school district.

The cost of all jointly used materials (ballot stamps, ballots, poll books, etc.) will be shared equally. Each entity will pay the cost of its individually used materials and supplies.

Data processing costs (setup, test run, ballot count, etc.) incurred shall be shared proportionately by ballot issue and/or candidate.

If any of the parties of this agreement are not required to have an election, only those costs of the joint action, if any, to the point of withdrawal will be shared. The remainder of the election costs will be borne by the remaining entity (ies) conducting the election.

Lawrence County will pay all costs associated with the election and the city, school and sanitary district agree to reimburse the county for their share of the costs as determined in this agreement.

ABSENTEE BALLOTS: Absentee ballots shall be available at the office of the County Auditor for voters who wish to vote absentee, however, in the event Lawrence County does not have a County office set-up for election, absentee voting will be conducted by the Spearfish School District 40-2, Lead-Deadwood School District 40-1, Meade School District 46-1, Belle Fourche School District 09-1, City of Whitewood, City of Deadwood, City of Lead, City of Spearfish and the Lead-Deadwood Sanitary District.

CANVASSING OF THE VOTE: Each entity shall canvass the votes of their election as stated in SDCL 12-20-36.

The Spearfish School District 40-2, Lead-Deadwood School District 40-1, Meade School District 46-1, Belle Fourche School District 09-1, City of Whitewood, City of Deadwood, City of Lead, City of Spearfish and the Lead-Deadwood Sanitary District are hereby empowered and directed to cooperate in any manner that will accomplish the purpose and intent of this agreement in order to facilitate this election in the most efficient and economical manner.

TERMINATION: This agreement may be terminated by either party upon at least 60 days prior written notice, except that such termination shall in no way affect the agreement of the parties hereto with respect to any obligations incurred under the agreement until a full settlement has been made.

MODIFICATION AND TERMINATION: This agreement may be modified by mutual consent.

ABSENCE OF THIRD-PARTY BENEFICIARY RIGHTS: The parties to this agreement do not intend to confer any rights on any third party as a beneficiary under this agreement.

ATTEST:

Lawrence County Auditor

Date: _____

Chair,

Business Manager, Spearfish Sch. Dist.

Date: _____

President, Spearfish School District

Business Manager, Lead-Deadwood
Sch. Dist.

Date: _____

President, Lead-Deadwood School District

Business Manager, Meade Sch. Dist.

Date: _____

President, Meade School District

Business Manager, Belle Fourche Sch. Dist. President, Belle Fourche School District

Date: _____

City of Whitewood, Finance Officer

Date: _____

Mayor

City of Deadwood, Finance Officer

Date: _____

Mayor

City of Lead, Finance Officer

Date: _____

Mayor

City of Spearfish, Finance Officer

Date: _____

Mayor

Lead-Deadwood Sanitary District,
Secretary/Treasurer

Date: _____

President