

# COMBINED VOTING AGREEMENT

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April 11, 2023

It is agreed this \_\_\_\_\_ day of \_\_\_\_\_, 2022 by and between the Lead-Deadwood School District #40-1, the City of Central City, the City of Deadwood, the City of Lead, the City of Whitewood, the Lead-Deadwood Sanitary District and the Lead Fire Protection District as follows:

## **PURPOSE:**

It is the purpose of the agreement for the parties to have joint elections on the traditional municipal election date, following the date of this agreement, so that the costs of separate elections can be reduced and better voter turnout encouraged.

## **PUBLICATION OF NOTICES;**

Each Entity shall be responsible for writing the notices of vacancies and filing of petitions, notice of voter registration, and notice of annual election and for submitting these to their respective legal newspaper for publication as required in South Dakota Statutes.

Should two or more entities use the same legal newspaper, those entities may coordinate the publications. Thus one notice may suffice for all entities using a particular legal newspaper instead of separate notices. Those entities involved with a coordinated publication will mutually agree as to whom shall write the notices.

## **COST SHARING:**

The parties to this agreement shall share the costs of the joint election as set forth herein.

The cost of the Publications shall be prorated by those entities involved with a particular publication.

The cities of Deadwood and Lead shall pay the judges within their respective cities. The Lead-Deadwood School, the Sanitary District and the Lead Fire Protection District, shall reimburse the cities for the judges pay, including Social Security, that are used during the combined elections in the city. The School shall reimburse each city for one (1) judge in each voting precinct/ward. The Sanitary District shall reimburse each city for one (1) judge. The City of Whitewood shall pay for the judges in their city.

In the event Central City has an election, the Lead-Deadwood School and Sanitary District, each, shall pay for a judge at Central City. Central City shall pay for one (1) Superintendent.

The rate of pay of reimbursement shall be at the rate of One Hundred Eighty Dollars (\$180.00) per day for Judges and Clerks and Two Hundred Four Dollars (\$204.00) per day for the Superintendent. Should circumstances beyond

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the control of the election officials cause the rate of pay to fall below the Federal Minimum Wage, these rates of pay may be adjusted accordingly.

The Costs of the Lawrence County Auditor in helping to set up the election materials and procedures, and the cost of counting the ballots and all other supplies and materials shall be divided on an equitable basis between the governmental entities involved in the election.

If one or more governmental agencies do not need to have an election at the designated time, then the remaining governmental entities shall share the costs of the election on an equitable basis.

## **JUDGES:**

Each City shall appoint the judges and the polling places to be used within the respective City, and the School, the Sanitary District and the Lead Fire Protection District shall agree to the judges and polling places selected. In Central City, the School shall appoint the judges and polling place and the Sanitary District shall agree to the judges and polling place selected. In the event one entity does not have an election, the other entity reserves the right to name their own judges and polling places.

## **POLL BOOKS:**

In the precincts/wards where a combination of city and rural electors will be voting, but in separate elections, there shall be one (1) poll book used.

In the precincts/wards where a combination of School, Sanitary District and Lead Fire Protection District electors will be voting, the entity completing their canvas first, will make copies of the Poll Book and forward the copies of the Poll Book to the other entities for their canvas.

## **CANVASSING THE VOTE:**

The Cities, School, Sanitary District and Lead Fire Protection District shall each canvas the election results according to the applicable laws governing each entity.

## **ABSENTEE BALLOTS:**

Absentee ballots shall be available at the office of the School District or the City. The School District and the Cities shall set up protective measures so that no voter can vote absentee more than once.

## **ELECTION SUPPLIES, PROCEDURES, ETC:**

All supplies for the election, such as ballots, etc., shall be purchased by each individual governmental entity.

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**The Cities, School, Sanitary District and Lead Fire Protection District shall consult with each other and work out any procedural or substantive problems and difficulties that any entity might have regarding the joint election effort.**

**LEAD-DEADWOOD SCHOOL DISTRICT #40-1**

**By:** \_\_\_\_\_

**Its:** \_\_\_\_\_

**Attest:**

**CITY OF CENTRAL CITY**

**By:** \_\_\_\_\_

**Its:** \_\_\_\_\_

**Attest:**

**CITY OF DEADWOOD**

**By:** \_\_\_\_\_

**Its:** \_\_\_\_\_

**Attest:**

**CITY OF LEAD**

**By:** \_\_\_\_\_

**Its:** \_\_\_\_\_

**Attest:**

**CITY OF WHITEWOOD**

**By:** \_\_\_\_\_

**Its:** \_\_\_\_\_

**Attest:**

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**LEAD-DEADWOOD SANITARY DISTRICT #1**

**By:** \_\_\_\_\_

**Its:** \_\_\_\_\_

**Attest:**

**LEAD FIRE PROTECTION DISTRICT**

**By:** \_\_\_\_\_

**Its:** \_\_\_\_\_

**Attest:**