

Int'l
2012.09.11/12

Contract No. 12-116
Action No: 36457.B5c
Adopted: 9/24/12

CITY USE ONLY			
Agreement No. _____	P.O. No. _____	Attorney _____	_____
CIP No. _____	Project _____	Finance _____	_____
Dept. No./MOU <u>09</u>	Amount _____	City Engineer _____	_____

AGREEMENT TO SHARE EXPENSES OF JOINT ELECTIONS

between

SIoux FALLS SCHOOL DISTRICT 49-5

and

CITY OF SIoux FALLS

This Agreement made this 24th day of September, 2012, between the Sioux Falls School District 49-5 (hereinafter "District"), and the City of Sioux Falls, (hereinafter "City").

WITNESSETH:

WHEREAS, the parties have chosen to hold joint elections upon proper authorization of their respective governing bodies, all in accordance with SDCL 9-13-1.1, and SDCL 13-7-10.1, currently enacted or hereafter amended; and

WHEREAS, the aforementioned statutes provide that the expenses of a combined election shall be shared in a manner agreed upon by the City Council of Sioux Falls and the School Board of the District; and

NOW, THEREFORE, the parties hereto agree, with respect to the joint election to be held April 8, 2014 and such joint elections as may be authorized in the future, as follows:

Section One

The Duties of each entity shall be as follows:

The District shall:

1. Publish notice of vacancy, and distribute, receive, and verify petitions for persons wishing to run for the School Board.
2. Provide ballot language to the City to be included on the ballot no later than thirty (30) days prior to the election.
3. Respond to written questions for technical assistance in a timely manner.

The City shall:

1. Conduct all aspects of the election in accordance with all pertinent South Dakota Laws for city and school district elections, including ensuring reasonable voting accommodations for residents of the District who do not live in the City limits.
2. Provide the District the date of the election by December 31 of the year before the year in which the election will be held.
3. Provide the District with the results of the election as soon as determined and access to precinct/vote center reports no later than 5:00 PM the day after the election.

Section Two

Cost Sharing

1. The District agrees to pay to the City one hundred percent (100%) of the total cost of the District's most recent previous stand-alone regular (School Board) election. Costs to be included in this calculation are:
 - a. Ballot stock and ballot printing.
 - b. Election Day Officials (time for election school, election day, use of cell phone and mileage to return ballot box).
 - c. Absentee Precinct Officials.
 - d. Check-in Officials.
 - e. Overtime for non-exempt staff working at the Counting Center, Absentee Precinct, and County Auditor's office after 5:00 p.m. on Election Night, and on Saturdays for absentee voting, including retirement and social security.
 - f. Supplies needed to fill election suitcases as listed in the precinct officials' instruction booklet.
 - g. Postage to mail correspondence and checks to polling places, election officials, absentee precinct workers, and resolution board members.
 - h. Printing of necessary forms (including but not limited to election maps and items listed in the precinct officials' instruction booklet).
 - i. Folders and Envelopes as listed in the precinct officials' instruction booklet.
 - j. Duplication and lamination of necessary signage for the joint election.
 - k. Legal publications when copies of affidavits are provided.
 - l. Programming Costs for Electronic Pollbooks incurred by a third-party or as overtime, including social security and retirement.
 - m. Costs incurred in delivery to and pickup of Automarks, Automark tables, voting booths, and ballot boxes from precincts.
 - n. Charges from the County Auditor pursuant to a separate agreement between the School District and County.

The District will document all expenses it incurs in its stand-alone elections and provide such documentation to the City by November 30 of the year before the year in which the next regular City (Mayor/Council) election will be held. Payment is due within thirty (30) days upon receipt of an invoice from the City following the election.

Section Three

This Agreement replaces (District) contract numbers 12-004 and 12-003 adopted February 13, 2012 by the Sioux Falls School Board and shall apply to all joint elections of the City and District. The Agreement shall be in force and govern all transactions between the parties hereto until one or both parties' desires to cancel.

Either party may, with or without cause, cancel this Agreement upon written notice by registered mail or personal delivery to the other party by December 31 of the year before the year in which the next regular City (Mayor/Council) election will be held.

If either party is not required to conduct an election due to a lack of candidates, that party shall inform the other party in writing within two (2) working days of the day its petitions were due and nullify the agreement for that one election. However, if the City is not required to conduct an election due to a lack of candidates, the City will provide the District with its most recent list of polling places and poll workers, including contact information for both.

Section Four

Each party agrees to defend, indemnify, and hold harmless the other from all claims or liabilities including, but not limited to attorneys' fees, arising out of the services under this Agreement providing that such claims or liabilities are the result of an act, error, or omission of either party and/or its employees/agents arising out of the services described in the Agreement.

Section Five

The parties acknowledge that they are entering into this Agreement freely and voluntarily, that they have the opportunity to be represented and advised by counsel in the negotiations resulting in this Agreement, that they have ascertained and weighed all the facts and circumstances likely to influence their judgment, that they have given due consideration to the provisions contained herein, and that they thoroughly understand and consent to all provisions herein.

Section Six

The validity, performance, and enforcement of this Agreement are governed by the laws of the state of South Dakota. Jurisdiction and venue of any legal proceeding involving the parties in connection with this Agreement will lie exclusively with the state and federal courts located in Sioux Falls, South Dakota.

Section Seven

Should any section or provision of this Agreement be declared by the courts to be invalid, the same will not affect the validity of the Agreement as a whole or any part thereof, other than the part declared to be invalid.

Section Eight

This instrument contains the entire Agreement between the parties and no statement, promises, or inducements made by either party or agent of either party that are not contained in this written contract shall be valid or binding; and this contract may not be enlarged, modified, or altered except in writing signed by the parties and endorsed herein.

Section Nine

This Agreement shall inure to the benefit of and be binding upon the heirs, executors, administrators, assignees, and successors of the respective parties.

IN WITNESS WHEREOF, the parties have executed this Agreement the day and year first above written.

CITY OF SIOUX FALLS

SIOUX FALLS SCHOOL DISTRICT 49-5

MAYOR

School Board President

Douglas C. Morrison

ATTEST:

ATTEST:

City Clerk

Business Manager

Todd Vik

Date

Date

10-8-12