

ELECTION AGREEMENT FOR BROOKINGS COUNTY

This agreement is entered into between Brookings County and the City of Brookings, political subdivisions of the State of South Dakota, for the purpose of allocating expenses of combined elections in even numbered years and elections Brookings County is not directly involved in. All under the provisions of SDCL § 9-13-37, 13-7-10.3 and 12-2-6.

COMBINED ELECTIONS (EVEN NUMBERED YEARS)

PURPOSE:

The purpose of this agreement is to provide a method for the parties to conduct their individually required elections in one combined election pursuant to the provisions of the South Dakota Codified Laws referred to above to save overall tax dollars on the costs of providing elections for each entity and to encourage a better voter turnout for all entities.

RESPONSIBILITIES:

The parties to this agreement shall each perform election tasks as set forth in this paragraph.

The board of each entity shall approve the agreed-upon combined election date during an official meeting.

Each entity shall file its own notice of vacancy and the time and place for filing petitions.

Once candidates have filed their nominating petitions, each entity shall verify petition validity as provided by SDCL § 12-6-8; specifically, that the required number of signatures is present, and that each signer is a registered voter within the entity's jurisdiction.

After petitions have been verified, each entity shall draw candidate names for ballot position. The candidates should be notified and invited to attend the drawing. Once the ballot order has been determined, the Brookings City Clerk shall certify to the Brookings County Finance Office the offices and terms to be filled through the election, the names of the people whose nominating petitions have been filed and the order in which they are to appear on the ballot. The certification must list the candidate names exactly as they appear on the nominating petitions. (SDCL § 12-2-5)

Upon receipt of candidate and/or ballot question language certification from the Brookings City Clerk, the Brookings County Finance Office will assume the sole responsibility for conducting the combined election from that point forward.

This responsibility will include, but is not limited to joint publications (i.e. notice of voter registration deadline, notice of election, notice of public test for automatic tabulating equipment, facsimile ballot, instructions to voters, etc.), preparing and ordering proper number of ballot stock, hiring and training election workers, ExpressVote programming, absentee voting, public testing of the automatic tabulating system, polling place setup/teardown, transporting necessary election supplies to each polling location and facilitating election day activities.

Each entity shall have representatives present to assist with the tabulating of votes and any needed assistance on Election night. Votes will be counted on third floor in the Chambers of the Brookings City/County

Government Center building. The Brookings County Finance Office will assign specific election night duties to each representative present to assist with tabulating of votes.

COST SHARE:

Twenty-five percent (25%) of the total cost will be divided between participating entities. The remaining seventy-five (75%) will be divided by ballot composition per entity.

Costs will include, but not limited to, jointly published notices, salaries and expenses of election boards and election workers needed, all jointly used materials such as ballot stock, poll pads, data processing, set up and testing of ballots, equipment maintenance and any other charges incurred in the scope of the election process.

Brookings County will initially pay all costs associated with the election. The Brookings County Finance Office will submit an itemized invoice to each entity involved for reimbursement of their portion of the bills. Payment is due within 60 days of the date of the invoice.

ABSENTEE BALLOTS:

Absentee ballots shall be available at the Brookings County Finance Office for voters who wish to vote absentee. Absentee workers will be hired by Brookings County.

CANVASSING THE VOTE:

There shall be a joint canvassing of the vote with the canvass board consisting of at least a quorum of each of the respective boards at a joint meeting the Thursday following the election.

The Brookings County Finance Office shall provide the necessary election reports to the City of Brookings.

COOPERATION

Each entity is hereby empowered and directed to cooperate in any manner that will accomplish the purpose and intent of this agreement to facilitate the election in the most efficient and economical manner.

TERM OF AGREEMENT

This agreement shall be in effect once all parties sign the agreement. Thereafter, this agreement will be automatically renewed for each succeeding year. To amend or terminate this agreement for the upcoming year, any party must notify the other party of its intent to withdraw by January 1st of that year, effective immediately on that date.

OTHER ELECTIONS (ODD NUMBERED YEARS)

COST SHARE:

Brookings County is not responsible for supplying to other entities the supplies (absentee envelopes, ballots, thermal paper, etc.) needed to hold their own elections. However, if Brookings County provides supplies to them in an emergency, Brookings County will be refunded the cost of the supplies used.

General expectation of costs will be discussed in advance of the election. Brookings County will submit an itemized invoice to each entity involved for reimbursement of any expenses incurred pursuant to this Agreement. Payment is due within 60 days of the date of the invoice.

VOTING EQUIPMENT

Brookings County agrees to supply voting booths, ballot boxes, secrecy sleeves, and the required signage at no cost. The party holding the election is responsible for:

- Setting a time to assist with receiving equipment for Election Day;
- Setting a time to assist in the return of election equipment;
- Transport and setup/teardown of election equipment; and
- Cost of replacing missing equipment and repairing any damage to equipment, other than mechanical failure

POLLBOOKS, DS850 SCANNER & EXPRESSVOTE:

Brookings County agrees to pay the maintenance and upkeep costs of the Pollbooks, DS850 tabulator, and the ExpressVote voter assist terminals.

If another entity wishes to use these machines for their election, they are responsible for the costs of programming, user license fees, on-site support, delivery and pick-up of the equipment and repairing any damage to the equipment, other than mechanical failure of machines. The cost to rent each Pollbook is \$100.00.

The agreement between Brookings County and KNOWiNK covers the relationship between KNOWiNK and the licensee, Brookings County. Use of the Pollbooks requires you to enter into a user agreement with KNOWiNK prior to Brookings County allowing the use of the Pollbooks.

ELECTION SUPPORT:

Staff from the Brookings County Finance Office will be present in the Finance Office from 7:00 a.m. to 7:00 p.m. on Election Day to assist with voter registration issues.

Brookings County is not responsible for on-site support or troubleshooting the Pollbooks. If an entity wishes to have on-site support for trouble shooting the Pollbooks, they are responsible for the cost of that on-site support using KNOWiNK.

Brookings County shall be reimbursed at a rate of fifty (50) dollars per hour for Absentee Voting and TotalVote file transmission.

ELECTION NIGHT:

Entities using the DS850 scanner to count the ballots, Brookings County Finance Office staff will be present on election night to assist with the counting and intake process.

In the event of a recount, the DS850 scanner will be made available, but the presence of the Finance Office staff will not be required. If the DS850 scanner needs to be moved between floors, the Finance Office staff is responsible for moving and securing.

EFFECTIVE DATE:

This agreement shall become effective on the date that all parties have signed the agreement.

Dated this _____ day of _____, _____

Paul Briseno
Brookings City Manager

Bonnie Foster
Brookings City Clerk

Shawn Hostler
Chairperson
Brookings County

Lori Schultz
Finance Officer
Brookings County