# Election Agreement for Brookings County

This agreement is entered into between Brookings County, the City of Brookings and the Brookings School District for the purpose of allocating expenses of combined elections and elections the County is not involved in.

### **Combined Elections:**

Follows provisions provided under SDCL 9-13-37, 13-7-103 and 12-2-6.

<u>Effective Date</u>: This agreement shall become effective on the date that all parties have signed the agreement.

#### Cost Share:

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 equally, except for the cost of publishing the sample ballot, where the cost shall be shared proportionately by ballot issue and/or candidate.

Salaries and expenses of shared vote center workers shall be shared equally by the entities. The County is responsible for finding vote center workers.

The cost of materials (ballots, absentee envelopes, etc.) will be shared proportionately by ballot issue and/or candidate. Each entity will pay the cost of its individually used materials and supplies.

Programming costs, ballots, Express Votes, Pollbooks, software, scanner, etc. shall be shared proportionately by ballot issue and/or candidate.

Brookings County will pay all costs associated with the election and the City of Brookings and the Brookings School District agree to reimburse the County for each of their shares of the costs as determined in this agreement.

Proportionately is described as the percentage of space used on the ballot for each entity's ballot issues and/or candidates and will be agreed upon by each entity for each election.

<u>Absentee Ballots:</u> 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 and payment for workers shall be shared equally between entities participating in the election.

<u>Election Night Counting Board</u>: If the City of Brookings and/or the Brookings School District place an item on a June Primary or November General Election ballot, those entities each agree to provide a minimum of one (1) worker to assist in the intake and counting process of the ballots on election night.

<u>Canvassing the Vote</u>: Each entity shall canvass the votes of their election at the next designated meeting following the election. Poll books will be opened by the Brookings County canvassing board, canvassed, resealed, and passed on to the other boards which will canvass their portion of the ballot.

The Brookings County Finance Office Staff and either the Brookings City Clerk or their designee and/or the Brookings School District Business Manager or their designee are hereby empowered and directed to cooperate in any manner that will accomplish the purpose and intent of this agreement in order to facilitate elections in the most efficient and economical manner.

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Other elections in which Brookings County is not a participant:

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Not Written out by one Brookings School District with the supplies (absentee envelopes, thermal paper, etc.) needed to hold their own elections. However, if Brookings County provides supplies in an emergency situation, the County will be refunded the cost of the supplies that were used.

All costs accrued by Brookings County during election shall be invoiced back to the City/School. Payments for said costs shall be remitted thirty (30) days after receipt of said invoice from Brookings County.

Voting Equipment: Brookings County agrees to supply voting booths, ballot boxes, secrecy sleeves, and the required signage at no cost. The entity holding the election is responsible for setting a time and assisting with getting that equipment ready for Election Day, and scheduling a time to assist in the return of said items. The entity is also responsible for transport and setup/teardown of the equipment. They are also responsible for the costs of replacing missing equipment and repairing any damage, other than mechanical failure.

Pollbooks, Scanner and Express Vote: Brookings County agrees to pay the maintenance and upkeep costs of the DS850 scanner, Pollbooks, and the ExpressVote voter assist terminals.

If another entity wishes to use these machines for their elections, they are responsible for the cost of programming, user license fees, on-site support, delivery and pick-up of the equipment, and their election setup/teardown. They are also responsible for the cost of replacing missing equipment and repairing any damage to the equipment, other than mechanical failure of the 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 that the City of Brookings and/or Brookings School District enter into a user agreement with KNOWiNK prior to Brookings County allowing the use of the Pollbooks. The City of Brookings and/or Brookings School District must also receive training, at their own cost, on the use of the poll books directly from KNOWiNK before using the poll books.

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

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

Many hours of data entry for Absentee Voting and file transmission, Brookings County shall be reimbursed at a rate of fifty (50) dollars an hour for said service.

Election Night: For entities using the DS850 scanner to count their ballots, Finance 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 Finance Staff will not be required.

## **County Only Elections (Primary & General Elections)**;

<u>Election Night</u>: In return for using the DS850 scanner and other voting equipment at no cost, the City of Brookings and the Brookings School District shall each provide at least one (1) individual to assist with the county's election night counting process. Brookings County is not responsible for paying those individuals for their time.

## **Other**

At any time, Brookings County, the City of Brookings, or the Brookings School District may ask to revisit this agreement to make any needed changes or updates.

Brookings County Chairperson	Date
Brookings County Finance Officer	Date
Brookings School Board Chair	Date
Brookings School Business Manager	Date
Brookings City Mayor	Date
Brookings City Clerk	Date