## **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 directly involved in.

<u>COMBINED ELECTIONS</u> (June Primary & November General Election) Follows provisions provided under SDCL 9-13-37, 13-7-103 and 12-2-6.

## 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, ExpressVotes, 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 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 as determined by SDCL. Pollbooks 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 Manager or their designee are hereby empowered and directed to cooperate in the manner that will accomplish the purpose and intent of this agreement in order to facilitate elections in the most efficient and economical manner.

<u>OTHER ELECTIONS:</u> (second Tuesday of April 1<sup>st</sup> Tuesday of June 3<sup>rd</sup> Tuesday of June in odd numbered years, special elections)

<u>Cost Share:</u> Brookings County is not responsible for supplying the City of Brookings and/or 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 used.

General expectation of costs will be discussed in advance of the election. 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.

<u>Voting Equipment:</u> 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 equipment ready for Election Day.
- Scheduling a time to assist in 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.

<u>Pollbooks</u>, <u>DS850 Scanner and Express Vote</u>: Brookings County agrees to pay the maintenance and upkeep costs of the Pollbooks, DS850 scanner, and the Express Vote 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 the City of Brookings and/or Brookings School District to enter into a user agreement with KNOWiNK prior to Brookings County allowing the use of the Pollbooks.

<u>Election Support</u>: 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. Finance Office staff will share pertinent information with City of Brookings and Brookings School District staff.

Brookings County is not responsible for on-site support or 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.

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

*Election Night:* For entities using the DS850 scanner to count their ballots, the 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.

## **<u>COUNTY ONLY ELECTIONS</u>** (June Primary and November General Election)

<u>Election Night:</u> In return for using the DS850 scanner and other election 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.

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

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

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