



Board Meeting Date: 1/9/23

TITLE: 2023 General School Board Election Agreement Between City of Edina and Edina School District

TYPE: Discussion

PRESENTER(S): Governance Committee

BACKGROUND: City of Edina and Edina School District have had a division of labor resolution where the City of Edina will perform the election duties for the Edina School District since the 1980's. The attached resolution is a partnership agreement for the city to perform election duties for the 2023 general school board election. This agreement has been reviewed by the district's legal counsel, Trevor Helmers, and his recommended changes are reflected in the document. The board's governance committee has reviewed this agreement as well.

RECOMMENDATION: Review recommended changes and approve agreement at the February board meeting.

PRIMARY ISSUE(S) TO CONSIDER: Approval of agreement

ATTACHMENTS: Agreement between the City of Edina and Edina School District for 2023 General Election

AGREEMENT BETWEEN THE CITY OF EDINA
AND INDEPENDENT SCHOOL DISTRICT NO. 273
2023 General School District Election

THIS AGREEMENT between the City of Edina ("City"), a Minnesota municipal corporation, and Independent School District No. 273, a Minnesota public corporation ("District"),

WITNESSETH:

WHEREAS, the District wishes to contract with the City for assistance in the administration of the District's 2023 General Election, and

WHEREAS, the District 2023 General Election does not coincide with City, state or federal elections, and

WHEREAS, the City has an extensive election infrastructure which includes, but is not limited to, a program to recruit and train election staff and the City owns devices essential to voting such as ballot marking devices and tabulation machines ("Election Services and Equipment").

WHEREAS, the City is willing to make the Election Services and Equipment available to the District for the 2023 General Election, in accordance with the terms and conditions stated herein, whenever that may be compatible, in the City's sole determination, with the City's capabilities and requirements respecting the City's own elections and the orderly administration of elections in general;

NOW, THEREFORE, it is mutually agreed that:

1. CITY OBLIGATIONS. The City will provide the following Election Services and Equipment to the District:

- A. Recruit, train, and supervise City staff to carry out the duties specified in this contract;
- B. Recruit, hire, train, assign, and pay election judges;
- C. Administer and distribute absentee voting at City Hall;
- D. Provide basic election-related information on the City's website;
- D. Provide election forms, supplies, and other related materials for each polling place;
- E. Prepare test decks, test ballot counters, and ballot marking devices;
- F. Conduct preliminary tests and Public Accuracy Tests of voting systems;

- G. Publish Public Accuracy Test notice;
- H. Coordinate delivery of equipment and supplies to and from polling places;
- I. Prepare election map and provide as requested;
- J. On election day, provide staff to troubleshoot election equipment issues, make periodic deliveries to polling places, and provide other assistance as needed; and
- K. On election night, provide staff to process head election judges and paperwork at election headquarters.

2. DISTRICT OBLIGATIONS. The District hereby agrees to:

- A. Perform all functions related to proper conduct of school district elections pursuant to Minnesota Statutes, Chapter 205A and related statutes;
- B. Designate a person to be the primary contact for the City;
- C. Administer campaign financial reporting activities;
- D. Perform duties of candidate filing officer, including acceptance of affidavits of candidacy and petitions;
- E. Approve ballot language and the wording of any ballot questions;
- F. Prepare final approval for polling place locations;
- G. Post and publish all legal notices, except Public Accuracy Test notice;
- H. Coordinate communication to district residents regarding the location of absentee and election day voting;
- I. Make any decisions and perform any duties that, by law, must be made or done by the District and that cannot be delegated to the City;
- J. Approve the roster of Election Judges and provide for appointment by the school district board;
- K. Perform post-election activities including preparation of notice of election, acceptance of office and oath of office; administer the oaths of office at a meeting of the school district board;
- L. Conduct official canvass of election results;

M. Manage mandatory or requested recounts;

N. Retain permanent archive of election results and records;

O. Perform any function that is not specifically identified in A-K that outlines City Obligations, unless mutually agreed between City and District.

P. Reimburse the City within 30 days for the total cost of the District election incurred by the City;

Q. Reimburse the City within 30 days for any expense the City incurs in connection with any recount; and

6. PAYMENT.

A. The City will request reimbursement via invoice from the District for the total costs incurred for Election Services and Equipment, [not to exceed \\$150,000](#). The City may requests reimbursement for costs including but not limited to the following:

- i. any costs related to a recount;
- ii. any costs for City and temporary staff;
- iii. any costs for election judges; iv. costs for equipment rental and delivery;
- v. costs for published notices;
- vi. costs for printing ballots;
- vii. costs of any additional supplies; and
- viii. costs for any other incidental expenses.

B. The District must pay the invoice within 30 days of receiving the request.

7. INDEMNIFICATION.

[Subject to Minnesota law, the](#) District hereby agrees to defend, indemnify and hold harmless the City, its officers, officials, employees, and agents, from any and all claims, causes of action, demands, lawsuits, damages, losses or expenses, including reasonable attorney's fees, arising out of or due to the act or negligence of the District in connection with the provision of services in accordance with the terms of this Agreement or the use of the Election Services and Equipment pursuant hereto. Also, the District waives and releases the City and its officers, officials, employees and agents from any and all claims, demands, and causes of action of the District resulting from or claimed to result from any failure of City, City Clerk, election judges, or any other officer, official, employee or agent of the City to fully and timely perform any of its, or their duties or obligations under this Agreement, or for failure of the Election Services and Equipment to operate properly. Also, the District agrees to be solely responsible for the Election Services and Equipment while being used by the District pursuant to this Agreement.

8. AMENDMENT AND TERMINATION.

This Agreement may be amended in writing at any time by mutual consent of the parties and shall continue until terminated by resolution of the governing body of either the City or the District. Any such resolution must be mailed to the other party to complete the termination.

9. ENTIRE AGREEMENT; MODIFICATION.

This written Agreement constitutes the complete agreement between the parties and supersedes any prior oral or written agreements between the parties regarding Election Services and Equipment. There are no verbal agreements that change this Agreement and no waiver of any of its terms will be effective unless in a writing executed by the parties.

10. GOVERNING LAW.

This Agreement has been entered into in the State of Minnesota and shall be governed by and construed in accordance with the laws of the State of Minnesota.

11. SEVERABILITY.

If any provision, term, or condition of this Agreement is found to be or become unenforceable or invalid, it shall not affect the remaining provisions, terms and conditions of this Agreement, unless such invalid or unenforceable provision, term or condition renders this Agreement impossible to perform. Such remaining terms and conditions of the Agreement shall continue in full force and effect and shall continue to

12. NOTICES.

All notices or other communications shall be deemed effectively delivered on the date of delivery if mailed certified or registered mail, return receipt requested, upon delivery using overnight courier, or personally delivered. All notices or other communications required or permitted to be given under this Agreement shall be in writing and delivered or addressed as follows:

City:

City of Edina
Attn: City Manager
4801 W 50th Street,
Edina, MN 55424

District:

IN WITNESS WHEREOF, the City and the District have caused this Agreement to be duly executed as of this ____ day of _____, 2022.