



Board Meeting Date: 5/15/2023

Title: Draft Election Cooperation Agreement - School Board Elections

Type: Discussion

Presenter(s): City-District Committee

Description: Please review this draft elections cooperation agreement and come to the work session with any questions or comments. This has been reviewed by district legal counsel.

Recommendation: The board approves this cooperation agreement.

Desired Outcomes from the Board: Clarity around board thoughts regarding cooperation agreement.

Attachment(s): Draft election cooperation agreement

ELECTION COOPERATION AGREEMENT

This Election Cooperation Agreement (“Agreement”) is entered into between Independent School District No. 273, Edina Public Schools (“District”) and the City of Edina, Minnesota (“City”) to memorialize an understanding of the parties regarding cooperative efforts to carry out the District’s odd-year election activities.

Scope of Agreement

This Agreement applies to District elections and election-related activities during the District’s odd-year elections. This Agreement will remain in effect until a formal contract is agreed upon, but may be terminated by either party by giving written notice to the other party at least ninety (90) days before the date of termination.

Responsibilities to be Determined:

The city and school district will work together to establish a mutually beneficial plan for all related election-judge expenses.

District Responsibilities

The District agrees to incur the following responsibilities under this Agreement:

- The District will provide election ballots and supply the consumable materials necessary to facilitate the District’s election activities.
- The District will provide, manage, and compensate professional support staff required by the District to carry out election activities (*e.g.*, information technology, human resources, legal, and communications professionals).
- Other than those directly through city communications channels, the District is responsible for all communications to the public, media, or election-authorities related to the District’s election activities.
- The District is responsible for all candidate filings and campaign finance disclosures.
- The District is responsible for ensuring that residents of local healthcare centers have access to the District’s elections.
- The District is responsible for complying with federal, state, and local election laws related to the District’s elections.

City Responsibilities

The City agrees to incur the following responsibilities under this Agreement:

- The City will make available sufficient physical space and access to parking at Edina City Hall for the District to complete absentee voting and early voting for District elections and other election-related activities, at no cost to the District.
- The City will make election day precinct voting locations available and accessible for District elections and other election-related activities, at no cost to the District.
- The City will supply furniture, fixtures, and equipment for the District to carry out elections and other election-related activities, at no cost to the District, and will ensure that these materials are delivered to and collected from precinct voting locations.
- The City will supply polling technology and equipment for the District to carry out elections and other election-related activities, at no cost to the District, and ensure that these materials are delivered to and collected from precinct voting locations.
- The City will provide the technical equipment and technology necessary for the District to carry out election activities including items such as: internet access, electronic poll books, DS200 ballot scanner and vote tabulators, voting booths, at no cost to the District.
- The City will conduct required pre-election testing and post-election audits of voting technology and equipment.
- The City will maintain custody of ballots during early, absentee, and election day voting.
- The City is responsible for ensuring that its polling places comply with the applicable federal, state, and local voting-place accessibility requirements.

Joint Responsibilities

The parties agree to share the following responsibilities under this Agreement:

- The parties will work together to recruit election judges to carry out the District's election activities.
- The parties will work together to train election judges through training offered by Hennepin County.
- The parties agree that the data they each maintain is governed by the Minnesota Government Data Practices Act ("MGDPA") and other federal, state, and local laws related to elections. The parties each agree to comply with applicable data privacy laws that are implicated by this Agreement.
- The parties agree that this Agreement does not create a partnership or joint venture between them. Each party is responsible for its own acts and omissions, and the acts and omissions of its officials, employees, and agents to the extent authorized by law.

General Provisions

- Each party agrees to defend, indemnify, and hold harmless the other party from and against all claims, demands, liabilities, causes of action, costs and expenses (including reasonable attorneys’ fees) arising out of the acts and omissions of its own officials, employees, and agents. This provision survives the termination of this Agreement.
- The parties agree that this Agreement is governed by the laws of the State of Minnesota. If any part of this Agreement is deemed unenforceable or in violation of law, the remaining portions of the Agreement will remain in full force and effect.
- This Agreement is the entire agreement between the parties. No waiver or modification of any provision of this Agreement is valid unless it is in writing and signed by both parties.
- This Agreement may be signed in counterparts, and a copy or electronic reproduction of this Agreement will have the same legal effect as the original.

IN WITNESS WHEREOF, the parties have entered into this Agreement on the dates shown below.

I.S.D. NO. 273, EDINA

CITY OF EDINA

By: _____
School Board Chair

By: _____
City Manager

By: _____
School Board Clerk

By: _____
City Clerk