

DRAFT 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 indefinitely, 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.

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). The District will provide professional staff needed to support election judges and to provide technical support related to polling technology and equipment.
- In addition to city-generated communications about elections, the District is responsible for 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.
- The District will handle its special elections such as a bond or operations levy as outlined in the remainder of this document.
- The District will communicate with precinct voting locations provided by the City to coordinate the set up of precinct voting locations for the District’s elections.

- The District will sort, organize, prepare, and deliver the supplies and paperwork necessary to carry out the District's election activities to precinct voting locations provided by the City. The City will provide the District with access to the election room on the 2nd floor at Edina City Hall to allow the District to carry out these activities.

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 provide access to the copier room in the copy office at Edina City Hall for the purpose of making copies necessary to carry out election-related activities. The City may charge the District for the cost of copies made by District staff.
- 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 to carry out elections and other election-related activities, at no cost to the District, and the District will ensure that these materials are delivered to and collected from precinct voting locations.
- The City will supply polling technology and equipment to carry out elections and other election-related activities, at no cost to the District. The City will supply the District with the intellectual property information necessary for the District to access and use the polling technology and equipment (e.g., usernames, passwords, etc.). Only the District's election-implementation team shall have access to the City's election storage room, where the City's polling technology and equipment are stored.
- The District is responsible for obtaining and transporting polling technology and equipment to and from precinct voting locations.
- The District may leverage City staff and the City's transportation vendor to coordinate transportation and delivery of polling technology and equipment to and from precinct voting locations. The District shall be responsible for paying the transportation vendor if the District chooses to use the vendor.
- The City may charge the District for the time spent by City staff coordinating transportation with the transportation vendor.

- The City will provide the technical equipment and technology necessary 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 make an internet hotspot available at all voting locations to ensure the District has internet access at voting locations.
- The City will coordinate all required pre-election testing and post-election audits of voting technology and equipment with District staff.
- City staff will not touch test ballots during the pre-election testing. The District may leverage City staff to complete required testing and audits. The City may charge the District for the time spent by City staff completing required testing and audits.
- The City will maintain custody of ballots during early, absentee, and election day voting, with the exception of test ballots, which will be maintained solely by District staff. Completed ballots will be securely stored in the City Council office. Completed ballots will be accessible only to the District's election-implementation team.
- The City is responsible for ensuring that its polling places comply with the applicable federal, state, and local voting-place accessibility requirements. The District will communicate with polling places in advance of its elections to confirm each location complies with applicable laws and requirements, and will promptly notify the City if a polling location is not compliant.

Joint Responsibilities

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

- The City will recruit election judges to carry out election activities. The City will hire and pay election judges, but the District will reimburse the City for all payments to elections judges and any related election-judge expenses.
- The City will provide statutorily-required training to election judges for even-year elections, as required by law. To the extent additional training must be provided to carry out election activities, the parties will work together to ensure that training is provided.
- 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 Mayor

By: _____
School Board Clerk

By: _____
City Clerk