

AGREEMENT

This AGREEMENT is made and entered into by and between the City of Minneapolis (herein referred to as the "City") through its Elections Division and Special School District No. 1 (herein referred to as the "District") for provision of election services to the District for the period January 1, 2016 through December 31, 2019.

1. Scope of Services

The City agrees to provide those services necessary for the election of Board of Directors of the District and any referenda held during the period of this agreement.

2. City Responsibilities

Except as otherwise provided in this agreement, the City will provide all services, equipment, and supplies as required to perform, on behalf of the School District, all election-related duties of the School District under the Minnesota election law, and other relevant state and federal laws. These duties will include but are not limited to:

Activities Performed in Election Years:

- Administer absentee voting; including in-person, mail balloting health care facility visitation and central tabulation of Absentee Ballots
- Arrange and pay for ballot programming ballot printing and delivery by county/vendor for School District elections
- Proof SD information on Ballots; Attorney Review
- Prepare, post, and publish school district election notices
- Conduct training for election judges and other seasonal staff (absentee ballot board, healthcare judges, warehouse/equipment & office support)
- Perform duties of school district candidate filing officer, including acceptance of affidavits of candidacy and petitions. Maintain official copies of those documents.
- Coordinate with the School District to conduct the Student Election Judge Program; and
- Recruit and assign election judges and seasonal staff required to conduct elections
- Generate payroll for all election judges, and seasonal staff required to conduct elections
- Transport voting equipment, supplies and other election materials to and from each polling place
- Verify polling place compliance with all state and federal accessibility requirements
- Compile and report election results and election statistics for dissemination to the appropriate canvassing boards and the public, including write-in tally
- Prior to the first business meeting of the Board, prepare and forward Certificates of Election, Acceptance of Office and Oath of Office to School District Clerk for each of the newly elected Board members
- Conduct recounts for School District offices and ballot questions
- Conduct preliminary testing, public accuracy testing, and post-election audit of voting systems

Administrative Duties Performed Every Year:

- Maintain database of election judge information including HR data, payroll data, training history and other pertinent information
- Work with election partners to review and develop laws, procedures and forms necessary to conduct elections; advocate at state legislature
- Provide election information on web site and other communication venues
- Provide information and assistance on election laws and procedures to public officials, candidates, the news media, and the general public;
- Recruit, train, and supervise administrative staff to carry out election duties
- Maintain, store and pay maintenance cost for ADA accessible equipment required by Help America Vote Act in Elections Warehouse
- Maintain, store and pay maintenance cost for all voting equipment in Elections Warehouse
- Arrange for use of polling places, secure agreements and remit rents to polling places
- Pay cost of engineer overtime at public schools for elections
- Retain permanent archive of election results
- Retain election records according to the State Record Retention Schedule and State Law
- Maintain a database and prepare maps of election district and precinct boundaries after redistricting
- Verify SVRS data for all Voter Registration Applications

3. School District Responsibilities

The School District will perform the following election-related responsibilities:

- Conduct official canvass of election results following each School District election
- Provide the title and text of School District questions to be placed on the ballot
- Provide the information to be printed on the ballot required in Minnesota Statutes §126C.17, subdivision 9(a)
- Mail the notice to each taxpayer in the School District required by Minnesota Statutes §126C.17, subdivision 9(b)
- Designate a person who will be the principal contact for the County each year
- Inform the City of Minneapolis of any legislation (supported by the School Board or known to School Board staff) that may impact how the City administers the election for the School Board.

4. Term of Agreement

The term of this agreement shall be from January 1, 2016 through December 31, 2019.

5. Payment

The District agrees to pay the City for services in the amount of **\$93,684** on or before June 30 of each year. The City will submit an invoice to the District by May 1 of each year, payable within 30 days of receipt. A breakdown of costs and method of calculating payment is included as Attachment A to this Agreement.

6. Special Elections

In the event that any special election is required for offices or referenda of the District, the District agrees to pay the actual additional costs associated with that election if that election is not held in conjunction with any other election and a proportionate share of the expenses if that election is held in conjunction with another election. The City agrees to provide the District an estimate of costs prior to the special elections. The City will submit an invoice, payable within 30 days of receipt, to the District after the special election for all costs incurred by the City to conduct the special election.

In the event that expenses for services exceed estimated expenses, or that future legislation should require the City to modify its procedures or the terms of the Agreement, thereby impacting expense, the City and the District agree to negotiate an amendment to the Agreement.

7. Other Potential Costs

Redistricting: Additional administrative costs may be charged under a separately negotiated agreement associated with changes resulting from redistricting in combination with staggered terms for board members and/or changes in district lines.

8. Contract Administrator

The administrator of this contract will be the Director of Elections for the City and the Superintendent for the District.

9. Cancellation

Either party may terminate this Agreement at any time with or without cause by giving written notice to the other party of such termination and specifying the effective date thereof, at least thirty days before the effective date of termination.

In the event of cancellation by the District, for any services that have already been provided to the District, the City will bill the District pursuant to statute.

IN WITNESS WHEREOF, the City of Minneapolis and Special School District No. 1 have executed this Agreement on the 13th day of October, 2015.

SPECIAL SCHOOL DISTRICT NO. 1

By Jennifer Anderson

Title _____

Date _____

Countersigned _____

Title _____

Date _____



CITY OF MINNEAPOLIS

By _____

Title Mayor

Date _____

Attest _____

Title City Clerk

Date _____

Countersigned _____

Title Finance Officer

Date _____

APPROVED AS TO FORM

By _____

Title Assistant City Attorney

Date _____

**APPENDIX A
Cost Sharing Addendum**

The City conducts elections for Federal, State, County, School District and other independent jurisdictions during the two even-numbered years in each four-year election cycle. The share of total costs attributable to conducting a School District election is determined by using the standard Minnesota Secretary of State cost sharing formula as a guide:

$$\text{Share} = (\text{total election costs}) \times (\% \text{ of voters in jurisdiction}) \times (\% \text{ of ballot})$$

For the purposes of this agreement, the **percent of ballot** inches used by the school district is calculated as an average over the 2012-2015 election cycles. **Total election costs** are actual costs incurred by the city related to Election Day, plus expenses incurred for administrative activities performed by the city. For purposes of this agreement, the total election cost is averaged over the 2016-2019 election cycle. Because the City of Minneapolis and Special School District No. 1 share boundaries, **percent of voters in the jurisdiction** equals 100%.

A breakdown of costs and calculation of payments follows:

Election Years	Inches used by School District	Total Ballot Inches	Average percent of inches used by School District
2012	9.5	86.25	
2014	8.5	87.25	
Total Ballot Inches	18.0	173.5	
Average School District Portion of Ballot			10.38%

Election Year Expenditures	2012	2013	2014	2015
BALLOT & ELECTION MATERIAL PRINTING	\$ 35,601		\$ 94,830	
DRAYAGE	18,059		8,570	
ELECTION JUDGES AND PT STAFF	513,400		848,175	
LEGAL PUBLICATIONS	386		550	
POLLING PLACE RENTAL	10,008		10,443	
POSTAGE - AB	32,338		54,074	
RADIO SERVICES	753		828	
Total Election Year Costs	\$ 610,545	0	\$ 1,017,470	0
Administrative Expenses	2012	2013	2014	2015
ADMINISTRATION (75% of Total)*	\$ 255,636	\$ 295,263	\$ 405,757	\$ 438,302
EQUIPMENT MAINTENANCE CONTRACT	50,157	50,157	50,157	50,157
POSTAL VERIFICATION CHARGES	16,755	25,063	21,910	9,316
WAREHOUSE EXPENSES	79,685	74,991	76,862	82,009
Total Admin Cost	\$ 402,233	\$ 445,474	\$ 554,686	\$ 579,784
Total	\$ 1,012,778	\$ 445,474	\$ 1,572,156	\$ 579,784
Avg. cost per year over four-year election cycle 2012-2015	\$ 902,548			
Avg. % School District Ballot Inches 2012-2015	10.38%			
Avg. Cost per Year / Avg. % School District Ballot Inches	\$ 93,684			
Cost per Year to School District 2012 - 2015	\$ 93,684			

* Duties delineated in Section 2 of this Agreement