



**Request for City Council Committee Action
From the Department of the City Clerk**

Date: December 3, 2007

To: Ways & Means/Budget Committee

Subject: Professional Services Agreement for Election Services between the City of Minneapolis and Special School District No. 1

Recommendation: Motion to authorize the Elections Director to negotiate and execute a new contract with Special School District No. 1 to provide compensation to the City for election services for the period of January 1, 2008 through December 31, 2012.

Prepared by: Cindy Reichert, Assistant City Clerk/Director of Elections

Approved by: Merry Keefe, City Clerk

Financial Impact: Action is within current department budget

Background/Supporting Information

The previous agreement between the City of Minneapolis and Special School District No. 1 has expired. Discussions between the School District General Counsel and the Elections Director have taken place and a new agreement is being prepared to cover the election cycle which runs from January 2008 through December 2012.

MN Secretary of State Election Expense Cost Allocation Procedures require that direct costs related to an election be split between jurisdictions sharing the ballot, based on the number of ballot inches used by each jurisdiction. Prior to the election of 2002, the School District shared the ballot only with the City, and costs were split between the City and School. Because the School District now shares the ballot with Federal, State, County and other independent jurisdictions, the proportion of ballot inches used by the School District is less, which results in lower costs to the District.

Another change from the previous contract relates to professional services performed by Election Department staff each year, regardless of whether an election is held. The charge to the School District under this agreement includes those administrative expenses, as well as the annual cost of storage and maintenance for our election equipment. These expenses have not been included in previous contracts.

AGREEMENT

This AGREEMENT is made and entered into by and between the City of Minneapolis (herein referred to as the "City") through its Elections Office 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, 2008 through December 31, 2011.

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 contract.

2. City Responsibilities

Except as otherwise provided in this contract, 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 and health care facility visitation
- Arrange and pay for ballot programming by county/vendor
- Proof SD information on Ballots; Attorney Review
- Prepare, post, and publish school district election notices
- Conduct training for election judges and other temporary staff
- 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 other temporary personnel required to conduct elections
- Generate payroll for all election judges, and other temporary personnel required to conduct elections
- Arrange for programming, printing and delivery of ballots for School District elections
- Provide and arrange for all equipment, supplies and signage for each polling place
- 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
- 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
- Administer campaign finance reporting and economic interest disclosure activities for school board candidates and officers;
- 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 and store ADA accessible equipment required by Help America Vote Act
- Maintain and store all voting equipment
- Arrange for use of polling places
- 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
- 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

4. Term of Agreement

The term of this agreement shall be from January 1, 2008 through December 31, 2011.

5. Payment

The District agrees to pay the City for services in the amount of \$45,735 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. Contract Administrator

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

8. 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 _____ day of _____, 2007.

SPECIAL SCHOOL DISTRICT NO. 1

CITY OF MINNEAPOLIS

By _____

By _____

Title _____

Title Mayor

Date _____

Date _____

Countersigned _____

Attest _____

Title _____

Title City Clerk

Date _____

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 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 2004-2007 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 2004-2007 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
2004	4	51.75	7.73%
2006	4.5	62.75	7.17%
Avg SD Portion of Ballot			7.45%

Election Year Expenditures	2004	2005	2006	2007
BALLOT & ELECTION MATERIAL PRINTING	\$ 25,351		\$ 50,227	
DRAYAGE	\$ 15,138		\$ 16,230	
ELECTION JUDGES AND PT STAFF	\$ 324,512		\$ 364,377	
LEGAL PUBLICATIONS	\$ 25		\$ 886	
POLLING PLACE RENTAL	\$ 7,220		\$ 7,360	
POSTAGE - AB	\$ 26,715		\$ 24,565	
RADIO SERVICES	\$ 1,112		\$ 1,260	
Total Election Year Costs	\$ 400,073		\$ 464,905	

Administrative Expenses	2004	2005	2006	2007
ADMIN STAFF WAGES & BENEFITS (80% of Total)*	\$ 326,584	\$ 286,904	\$ 303,409	\$ 310,312
EQUIPMENT MAINTENANCE CONTRACT	\$ 20,029	\$ 18,464	\$ 19,498	\$ 41,472
POSTAL VERIFICATION CHARGES	\$ 14,891	\$ 26,325	\$ 6,180	\$ 7,346
WAREHOUSE EXPENSES	\$ 45,830	\$ 45,469	\$ 47,536	\$ 70,317
Total Admin Cost	\$ 407,334	\$ 377,162	\$ 376,623	\$ 429,447

Total \$ 807,407 \$ 377,162 \$ 841,528 \$ 429,447

Avg cost per year over four-year election cycle 2004-2007	\$ 613,886
Avg % School District Ballot Inches 2004-2007	7.45%
Avg Cost per Year / Avg % School District Ballot Inches	\$ 45,735
Cost per Year to School District 2008 - 2011	\$ 45,735

* Approx 20% of Election Dept Admin staff time spent on activities not related to elections