

**COST SHARE AGREEMENT BETWEEN
CITY OF NORTHFIELD AND COUNTY OF DAKOTA
FOR ELECTION ELECTRONIC POLL BOOKS
HARDWARE, SOFTWARE, AND RELATED SERVICES**

This Agreement is entered into by and between the City of Northfield ("City"), 801 Washington Street, Northfield, MN 55057, and the County of Dakota ("County"), 1590 Highway 55, Hastings, MN 55033. City and County are referred to individually as the "Party" and are collectively referred to as the "Parties".

WHEREAS, pursuant to Minn. Stat. § 471.59, two or more governmental units, by agreement through action of their governing bodies, may jointly exercise powers common to the governmental units; and

WHEREAS, under Minnesota law the parties are empowered to purchase, use, and maintain electronic poll books, also referred to in law as "electronic rosters"; and

WHEREAS, the County is the recipient of grant funds by the State of Minnesota for the purchase of electronic rosters, subject to a grant match of local funds; and

WHEREAS, the Parties are desirous of cooperating for the purchase and implementation of an electronic poll book system through the State of Minnesota cooperative purchasing venture by use of the grant funds and funds by the Parties and other cities in Dakota County who enter into separate Cost Share Agreements with the County.

NOW, THEREFORE, in consideration of the premises and covenants contained herein and subject to the provisions of Minn. Stat. § 471.59, the Parties agree as follows:

I. PURPOSE

The purpose of this Agreement is to authorize the County to purchase electronic poll book equipment, software, and related services (collectively, "electronic poll book system") for use by the Parties and to establish the obligations of the Parties with respect to the implementation, use, and maintenance.

II. TERM

The term of this Agreement shall commence on the Effective Date, which is the date when all signatures of the Parties are obtained, and shall remain in full force and effect until the Expiration Date, which is the date when the Vendor Contract entered into pursuant to Section III. A. expires, this Agreement is terminated as provided herein, or by operation of law, whichever occurs first.

This Agreement may be extended by written mutual agreement of the Parties.

III. DUTIES OF THE COUNTY

In conformance with the provisions of Minnesota law and, specifically, Minn. Stat. § 16C.03, subd. 10, the County will purchase an electronic poll book system through the State of Minnesota Cooperative Purchasing Venture (“CPV”) in consultation with the City.

The electronic poll book system purchase will include vendor-supplied technical maintenance and regular maintenance and upgrades of the electronic poll book system, for at least five years from the date of purchase, including assurances of sufficient parts, supplies and accessories, warranty services, and trade-in allowance for all electronic poll book systems owned by the Parties.

- A. Award of Contract. The final decision on the vendor to whom the contract shall be awarded will be made by the Dakota County Board of Commissioners. The contract will be awarded to a vendor whose proposal meets all of the standards for electronic poll book systems required by Minnesota law (“Vendor Contract”) and will be purchased through the CPV.
- B. Purchase and Delivery. The County will enter into the Vendor Contract to purchase sufficient electronic poll book system devices for the City using funds awarded to the County in the State of Minnesota Voting Equipment Grant Agreement in the amount of \$260,121.98 (“Grant Funds”) and funds provided by the Parties as provided in Section IV.C (together, “Purchase Price”). The County will be responsible for the payment to the vendor pursuant to the Vendor Contract.
- C. Invoice. The County will provide to the City a copy of the Vendor Contract and an invoice for the City Share of the Purchase Price as defined in Section IV.C. In addition, the County will share with the City its calculations used to determine the City Share and the City’s pro rata share of the annual maintenance costs, all as defined in Section IV.C and illustrated in Appendix A, attached hereto.
- D. Ownership. The County will own the electronic poll book system purchased pursuant to this Agreement, regardless of where the electronic poll book system may be stored or used.
- E. Acceptance Testing. The electronic poll book system will be delivered to a County location for acceptance testing by the Parties.
- F. Repairs and Maintenance. The County will arrange for all necessary repairs, maintenance and upgrades to the electronic poll book system between elections. When upgrades or other services are to be performed by the County or vendor on any part of the electronic poll book system, the City must transport the devices to a central location if requested by the County.

- G. Licenses. The County will obtain all licenses and other rights necessary for the City to use the election hardware and software for its intended use.
- H. Insurance. The County will include the electronic poll book system on its commercial property casualty insurance coverage.

IV. DUTIES OF THE CITY

- A. Testing. The City must provide enough staff to test the electronic poll book system for its intended use.
- B. Storage, Handling and Service. The City must provide safe storage and handling of the electronic poll book system when such equipment is in the City's possession. City must transport the devices to and from polling locations. The City must report any needed hardware and software maintenance, in writing, to the County. Any electronic poll book system problems on election days may be reported to the County orally.
- C. Payment. The County shall be responsible for the payment of one-half of the Purchase Price. The other one-half of the Purchase Price shall be paid by all cities participating in the purchase. Each city's share of that one-half of the Purchase Price shall be determined by first calculating that city's percentage of the total Purchase Price, then subtracting the same percentage of the grant funds from the city's total cost ("City Share"). Attached hereto as Appendix A are Cost Projections and corresponding City Shares. The County will notify the City of its City Share upon entry into the Vendor Contract.

Payment by the City to the County will be made in three equal annual installments, without interest, beginning the first day of the month immediately following delivery of the electronic poll book system packages to the City (years two and three shall be on the first day of the month that the first installment was made). The City may prepay installments at any time without penalty.

The City will pay to the County its pro rata share of the annual maintenance costs for the electronic poll book system. The City's pro rata share shall be based on the total number of electronic poll book system packages purchased under the Vendor Contract divided by the number of packages purchased for the City's use. The City will pay the County within 45 calendar days of receipt of an invoice from the County.

- D. Additional Election Hardware and Software. The County will purchase additional election hardware and software to meet the City's needs in connection with the addition of voting precincts to the City. The cost of such election hardware and

software will be split equally between the City and the County. The City will pay the County in a lump sum within 45 days of receipt of an invoice from the County.

V. INDEMNIFICATION

- A. City. The City will defend and indemnify the County, its elected officials, employees, and agents and hold them harmless from all claims and damages arising out of the use, transport, storage, handling, or maintenance of the electronic poll book system, which are attributable to the intentional, willful, or negligent acts or omissions of the City, its elected officials, employees, or agents.
- B. County. The County will defend and indemnify the City, its elected officials, employees, and agents and hold them harmless from all claims and damages arising out of the solicitation and award of the Vendor Contract and arising out of the transport, handling, or storage of the electronic poll books attributable to the intentional, willful, or negligent acts or omissions of the County, its elected officials, employees, or agents. The County does not warrant nor does it indemnify the City for performance of or failure to perform by the Contract Vendor for the electronic poll book system. Nevertheless, the County will pursue any and all rights it may have with respect to warranties, when requested by the City or when necessary, to assure conformance with the intended use of the electronic poll book system.
- C. Municipal Tort Claims Act. It is understood and agreed that the provisions of the Municipal Tort Claims Act, Minn. Stat. Ch. 466, and other applicable laws govern liability arising from the Parties' acts or omissions. Each Party warrants that it is able to comply with the aforementioned indemnity requirements through an insurance or self-insurance program and that each has minimum coverage consistent with the liability limits contained in Minn. Stat. Ch. 466. For purposes of determining total liability for tort damages which may arise from this Agreement, the Parties are to be considered a single governmental unit.

VI. STATE AUDIT

Under Minn. Stat. § 16C.05, subd. 5, each Party's books, records, documents, and accounting procedures and practices relevant to this Agreement are subject to examination by the State and/or the State Auditor or Legislative Auditor, as appropriate, for a minimum of six years from the Expiration Date of this Agreement.

VII. GOVERNMENT DATA PRACTICES

For purposes of this Agreement, all data created, collected, received, stored, used, maintained, or disseminated by the Parties in the performance of this Agreement is subject to the requirements of the Minnesota Government Data Practices Act, Minn. Stat. Ch. 13, and its

implementing rules, as well as any other applicable State or Federal laws on data privacy or security.

Each Party shall provide the other Party with prompt notice of a breach of the security of data defined in Minn. Stat. § 13.055, subd. 1(a) or suspected breach of the security of data and shall assist in remedying such breach. Providing or accepting assistance does not constitute a waiver of any claim or cause of action for breach of contract.

The Parties shall promptly notify each other when any third-party requests data related to this Agreement, the electronic poll book system or the Vendor Contract. The Party who originated the data subject to the request will give the Party receiving the request instructions concerning the release of the data to the data requester before the data is released.

VIII. VENUE

Venue for all legal proceedings out of this Agreement, or its breach, must be in the appropriate court of competent jurisdiction in Dakota County, Minnesota.

IX. TERMINATION

The County will notify the City if its City Share as stated in Appendix A is increased due to one or more cities' failure to execute a Cost Sharing Agreement, a change in the amount of Grant Funds, or a change in the Purchase Price. The City will then have ten (10) business' days from the date of the notification by the County to terminate this Agreement by written notice to the County. Otherwise, the parties must mutually agree to terminate this Agreement in writing by the undersigned or their successors.

X. MISCELLANEOUS PROVISIONS

- A. Severability. The provisions of this Agreement are severable. If any provision of this Agreement is void, invalid, or unenforceable, it will not affect the validity and enforceability of the remainder of this Agreement, unless the void, invalid, or unenforceable provision substantially impairs the value of the entire Agreement with respect to either Party.
- B. Assignment. No Party may assign or transfer any rights or obligations under this Agreement without the prior consent of the other Party and an assignment agreement, approved and executed by all Parties to this Agreement, or their successors in office.
- C. Amendments. Any amendment to this Agreement must be in writing and is not effective until approved and executed by all Parties to this Agreement, or their successors in office.

- D. Waiver. If any Party fails to enforce any provision of this Agreement, such failure does not waive the provision or its right to enforce it.
- E. Contract Complete. This Agreement contains all negotiations and agreements between the Parties. No other understanding regarding this Agreement, whether written or oral, is binding on any Party.
- F. Compliance with Laws. The Parties shall abide by all Federal, State and local laws, statutes, ordinances, rules and regulations now in effect or hereinafter adopted pertaining to this Agreement.

XI. GENERAL CONDITIONS GOVERNING OPERATION OF THE SYSTEM

- A. City shall distribute electronic poll books to precincts in the quantities advised by the County in each election held in the City through 2020.
- B. Devices requiring maintenance must be identified by the City to the County for reporting to the Contract Vendor within 14 days after an election using the procedure agreed to with the County.
- C. City must conduct testing on all devices prior to deployment.
- D. City must follow the County timeline for electronic poll book roster loading and completed file upload after an election.
- E. City must only use the polling place procedures approved by or from the County or the Minnesota Secretary of State.
- F. Electronic poll books are to be utilized for election purposes only, and no other function. Electronic poll books are not to be used to scan ID cards of registered voters.
- G. Voter data of any kind may not be transmitted wirelessly through any device/network/etc. other than the equipment provided for the electronic poll books.

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IN WITNESS WHEREOF, the City and the County have caused this Agreement to be executed on their behalf.

COUNTY OF DAKOTA

CITY OF NORTHFIELD

By: _____

By: _____

Mayor

Name: _____

Date: _____

Title: _____

By: _____

City Clerk

Date: _____

Date: _____

Approved as to form:

Assistant County Attorney/Date
File No. KS-18-164-9

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Appendix A
COST PROJECTIONS*

City	Precinct Totals	Meraki and I SYNC Drive	Spares	Software	Subtotal for City	City Total as Percentage of Purchase	Amount of Grant to Apply to City	Grant Applied	City share	County Share
Apple Valley	\$ 76,595.50	\$ 1,065.00	\$ 342.50	\$ 5,083.33	\$ 83,086.33	12.3%	\$ 32,093.26	\$ 50,993.07	\$ 25,496.53	\$ 25,496.53
Burnsville	\$ 96,146.00	\$ 1,065.00	\$ 342.50	\$ 5,083.33	\$102,636.83	15.2%	\$ 39,644.92	\$ 62,991.91	\$ 31,495.96	\$ 31,495.96
Eagan	\$100,774.00	\$ 1,065.00	\$ 342.50	\$ 5,083.33	\$107,264.83	15.9%	\$ 41,432.55	\$ 65,832.28	\$ 32,916.14	\$ 32,916.14
Farmington	\$ 31,239.00	\$ 1,065.00	\$ 342.50	\$ 5,083.33	\$ 37,729.83	5.6%	\$ 14,573.68	\$ 23,156.15	\$ 11,578.08	\$ 11,578.08
Hastings	\$ 36,284.50	\$ 1,065.00	\$ 342.50	\$ 5,083.33	\$ 42,775.33	6.4%	\$ 16,522.57	\$ 26,252.76	\$ 13,126.38	\$ 13,126.38
Inver Grove Heights	\$ 53,378.00	\$ 1,065.00	\$ 342.50	\$ 5,083.33	\$ 59,868.83	8.9%	\$ 23,125.18	\$ 36,743.65	\$ 18,371.83	\$ 18,371.83
Lakeville	\$ 90,178.00	\$ 1,065.00	\$ 342.50	\$ 5,083.33	\$ 96,668.83	14.4%	\$ 37,339.69	\$ 59,329.14	\$ 29,664.57	\$ 29,664.57
Mendota Heights	\$ 17,695.00	\$ 1,065.00	\$ 342.50	\$ 5,083.33	\$ 24,185.83	3.6%	\$ 9,342.12	\$ 14,843.71	\$ 7,421.86	\$ 7,421.86
Northfield	\$ 2,538.50	\$ 1,065.00	\$ 342.50	\$ 5,083.33	\$ 9,029.33	1.3%	\$ 3,487.71	\$ 5,541.62	\$ 2,770.81	\$ 2,770.81
Rosemount	\$ 30,776.00	\$ 1,065.00	\$ 342.50	\$ 5,083.33	\$ 37,266.83	5.5%	\$ 4,394.84	\$ 22,871.99	\$ 11,436.00	\$ 11,436.00
South St Paul	\$ 31,691.50	\$ 1,065.00	\$ 342.50	\$ 5,083.33	\$ 38,182.33	5.7%	\$ 14,748.46	\$ 23,433.87	\$ 11,716.93	\$ 11,716.93
West St Paul	\$ 28,244.50	\$ 1,065.00	\$ 342.50	\$ 5,083.33	\$ 34,735.33	5.2%	\$ 13,417.01	\$ 21,318.32	\$ 10,659.16	\$ 10,659.16
					\$673,430.46	100%	\$260,121.98	\$413,308.48	\$206,654.24	\$206,654.24

*The information in this Appendix A is informational only and based on all cities identified in the chart executing a Cost Sharing Agreement, the County's receipt of grant funds in the amount of \$260,121.98 and a total Purchase Price of \$643,405.00. If one or more of these factors changes, the City Share will likely increase.