AGREEMENT BETWEEN
BLUE EARTH COUNTY and THE CITY OF MANKATO,
FOR ELECTION SERVICES

This is an Agreement between the County of Blue Earth ("County"), and the City of Mankato ("City") for the provision of election services by Blue Earth County.

1. Duration

This Agreement will be in effect for the period beginning on January 1, 2018, and ending on December 31, 2018.

2. Renewal and Termination

This Agreement may be renewed for an additional period by written consent of the County and City. Any renewal of this agreement must be executed by all parties no later than June 1 of the year prior to any renewal.

This Agreement may be terminated by either of the parties by written notice to the remaining party no later than June 1 of any year, effective on January 1 of the following year. Upon termination of this contract, voting stations and other polling place supplies and materials will be returned to the City. The polling place supplies and materials include: precinct supply boxes, election information posters, US flags and flag stands, power cords, election forms, and various clerical supplies.

3. County Responsibilities

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

- Recruitment, training, assignment, supervision, and payroll of election judges
- Administer mail precincts;
- Secure polling place sites and perform annual inspection of polling places to verify compliance with all state and federal accessibility requirements;
- Operation, maintenance, testing, demonstration, storage, and technical support for voting systems;

- Maintenance, storage, and replacement of voting stations for each polling place and for absentee voting purposes;
- Preparation and transportation of voting systems, voting stations, and other election materials to and from each polling place;
- Providing election forms, supplies, and other related materials for each polling place;
- Load a supply box for each precinct;
- Conduct preliminary tests and public accuracy tests of voting systems;
- Programming, layout and printing of ballots for City elections;
- Compilation and reporting of election results and election statistics for dissemination to the appropriate canvassing boards and the public;
- Provide election-related information on the County web site with reciprocal linking to the City's website;
- Conduct recounts for City offices and ballot questions;
- Prepare, post, and publish election notices;
- Provide information and assistance on election laws and procedures to City officials, candidates, the news media, and the general public;
- Administer absentee voting;
- Administer campaign financial reporting and economic disclosure activities;
- Perform duties of candidate filing officer, including acceptance of affidavits of candidacy and petitions;
- Analyze proposed state and federal laws on election-related matters to determine impact on the City;
- Maintain a database and prepare maps of election district and precinct boundaries;
- Provide technical assistance to the Mankato City Council in redrawing ward and precinct boundaries as required or desired;
- Retaining election records for at least 22 months following each election; and

- Retaining permanent archive of election results.

4. City Responsibilities

The City will perform the following election-related responsibilities:

- File official canvass of election results following each City election;
- Provide the title and text of City questions to be placed on the ballot;
- Set election judge salaries and meal allowances;
- Reimburse the county election related expenses as submitted by the county. Election-related expenses include: judge's salaries for trainings and Election Day, printing and publishing expenses, and expenses incurred in the use of electronic voting systems. The reimbursement is in addition to election costs and payments as outlined in this agreement;
- The City Manager shall designate a principal contact for the County; and
- Provide Candidate Filing Packets 30 days before filings open.

5. Office Space and Equipment Storage

The County will provide suitable office and warehouse space to conduct all election-related activities and for storage of election equipment and supplies.

6. Election Judge Recruitment

The City agrees to encourage City employees to serve as election judges pursuant to the policy included in the City of Mankato Employee Handbook.

7. Upgrading or Replacing Voting Systems

The County will assess the need to upgrade or replace the voting systems used for City elections. The County will provide the City with an estimate of the cost of upgrading or replacing the voting systems no later than June 1 of the year before any year in which such actions are required by law or otherwise deemed necessary by the County. The cost of upgrading or replacing voting systems is not included in this contract and will be the subject of a separate agreement. (HAVA Equipment agreement in place.)

8. Special Elections

The County will conduct all special elections required by law during the term of this Agreement.

The City agrees to pay all costs of any city special election that is not conducted on the date of a regularly scheduled city, county or state election. The City also agrees to pay all costs applicable to the City for any state special election that is not conducted on the date of a regularly-scheduled city or state election.

The County will submit an invoice payable within 30 days of receipt to the City for all costs incurred by the County to conduct the special election.

9. Insurance

During the term of this Agreement, the County will maintain, through commercially available insurance or on a self-insured basis, property insurance coverage on the voting equipment it owns, for the repair or replacement of the voting equipment if damaged or stolen. The City agrees that if any of the election related property owned by the City is damaged, lost or stolen except through neglect or malfeasance by the County, the City will replace the property at its own expense.

10. Indemnification

The County shall defend, indemnify, and hold harmless the City, its agents, elected officials, officers, and employees from all claims arising out of or in any manner attributed to any violation of federal, state or local law which may be breached, intentionally or otherwise, by the County in fulfilling the terms of this agreement for services; and the County agrees to pay attorney's fees the City may incur in defending the City for any such acts or omissions on the part of the County.

The City shall defend, indemnify, and hold harmless the County, its agents, elected officials, officers, and employees from all claims arising out or in any manner attributed to any violation of federal, state or local law which may be breached, intentionally or otherwise, by the City in fulfilling the terms of this agreement for services; and the City agrees to pay attorney's fees the County may incur in defending the County for any such acts or omissions on the part of the City.

11. Legal Representation

The Blue Earth County Attorney 's Office will advise and represent the County in all election-related matters. The Blue Earth County Attorney's Office also provides the City with non-prosecution services according to a separate agreement. An attorney has

been specifically assigned to the City and a separate attorney has been assigned to the County. The attorney assigned to the City of Mankato will advise the County on any election-related matters applying to the Mankato City Charter or the Mankato City Code. The Blue Earth County Attorney's Office represents both the County and City. The City and County understand and have been fully informed that the Blue Earth County Attorney's Office reasonably believes that this dual representation will not adversely affect its representation. The City and County also understand that in the event issues arise out of this Agreement that create a conflict of interest, the County and/or City may need to employ an outside attorney.

12. Election Costs and Payments

Payments to cover the costs incurred by the County in the performance of the provisions of this contract will be made by the County.

The cost of election services provided by the County to the City under this Agreement, for the regularly scheduled federal, state and county elections shall be $13,000.00 per year.

The cost of election services for a City special election, not held on a regularly scheduled election day shall not exceed $15,000.00 per election.

The financial payment shall increase annually based on the consumer price index for the duration of the agreement.

13. Independent Contractor

It is agreed that nothing in this Agreement is intended or should be construed as creating the relationship of agents, partners, joint ventures, or associates between the parties hereto or as constituting the County as the employee of the City for any purpose or in any manner whatsoever. The County is an independent contractor and neither its employees, agents, nor its representatives are employees of the City. From any amounts due the County, there shall be no deductions for federal income tax or FICA payments, nor for any state income tax, nor for any other purposes which are associated with an employer-employee relationship unless required by law. Payment of federal income tax, FICA payments, and state income taxes are the responsibility of the County.

14. Data Practices

All data created, collected, received, maintained, or disseminated for any purpose in the course of this Agreement is governed by the Minnesota Government Data Practices Act, any other applicable statute, or any rules adopted to implement the Act or statute, as well as federal statutes and regulations on data privacy.

15. Alteration

The provisions of this Agreement may be altered by mutual written consent of the City and County. Any alteration, variation, modification, or waiver of the provisions of this Agreement shall be valid only after it has been reduced to writing and signed by both parties. Except as otherwise set forth in this Agreement, no failure to exercise, or delay in exercising, any rights, remedy, power or privilege arising from this Agreement will operate or be construed as a waiver, nor will any single or partial exercise of any right, remedy, power or privilege preclude any other or further exercise or the exercise of any other right, remedy, power or privilege. Any alterations must be approved no later than June 1 of any year for implementation on January 1 of the following year.

16. Entire Agreement

This Agreement shall constitute the entire agreement between the parties and shall supersede all prior oral and written negotiations.

17. Severability

If any provision of this Agreement is determined to be invalid or unenforceable, in whole or in part, it shall in no way affect, impair, or invalidate any other provision of this Agreement, and the remaining provisions shall remain in full force and effect. To the extent that any such provision is found to be invalid, void, or otherwise unenforceable as written, the parties may revise it retroactively to the effective date so that it is enforceable to the greatest extent allowed by applicable law.

18. Natural Disaster

Parties shall not be liable or responsible for losses caused by interruption of service due to causes beyond its control, including, but not limited to, acts of God, equipment failure, power outages, inclement weather, and/or sabotage to the system.

19. Limitation of Liability

By the terms of this agreement, a party does not waive any limitation of liability available to that party including, but not limited to, Minn. Stat. Chap. 466.

IN WITNESS THEREOF, the parties have subscribed their names as of the last date written below.

BLUE EARTH COUNTY

By: Robert W. Meyer
Robert W. Meyer,
Blue Earth County Administrator

Date: 12-26-17

CITY OF MANKATO

By: _____
Patrick W. Hentges,
Mankato City Manager

Date: _____