

**Agreement Between Ramsey County
And The City of New Brighton for Election Services**

This is an agreement between the County of Ramsey, through the Ramsey County Elections Office, 90 West Plato Boulevard, St. Paul, MN ("County"), and The City of New Brighton, 803 Old Hwy 8 NW, New Brighton, MN ("City"), for the provision of election services by the County ("Agreement").

1. Term

This Agreement will be in effect for the period from June 1, 2023, through December 31, 2026 ("Initial Term"), unless earlier terminated pursuant to the provisions of this Agreement.

2. Renewal and Termination

This Agreement may be renewed for one additional two-year period by written agreement of the parties, in the form of an amendment to this Agreement. An amendment for renewal of this Agreement must be executed by all parties no later than June 1, 2026.

This Agreement may be terminated by any party by written notice to the other parties no later than June 1 of any year, effective on January 1 of the following year. Upon termination of this Agreement, the City-owned voting equipment and materials previously owned by the City related to elections will be returned to the City.

3. General Agreements

- a) This Agreement only applies to precincts located solely within Ramsey County.
- b) This Agreement only applies to regularly scheduled elections.
- c) The County will conduct all special elections required by law during the term of this Agreement on behalf of City. The costs of all special elections that are not held concurrently with a regularly scheduled State, County or City election will be billed to the city for the actual cost realized to conduct a special election. The city will also pay all costs applicable to any state special elections that are not conducted on the date of a regularly scheduled City or state election.
- d) If a city primary is required, the City will pay all costs applicable to the primary. The County shall invoice the City separately for the costs of the primary.
- e) The costs for Recounts for City elections will be billed separately from this Agreement for the actual costs realized.
- f) The costs for Ranked Voting Reallocation for the City will be billed separately from this Agreement for the actual costs realized.

4. County Responsibilities

Except as otherwise provided in this Agreement, the County will provide all services, equipment, and supplies as required to perform on behalf of the city and all election-related duties of the City specified in this Agreement. These duties will include:

- a) Promote and advance the strategic priorities and values of Ramsey County: People, Integrity, Community, Equity and Leadership.
- b) Recruit, train, and supervise staff to carry out the duties specified in this Agreement.
- c) Conduct annual inspection of the polling places established by the City according to Minnesota Statutes section 204B.16 in order to verify compliance with all state and federal accessibility requirements; make suggestions about polling locations to City based on feedback from voters, election judges, the polling location's administration, and annual surveys.
- d) Pay all rental costs for the Election Day, absentee, and early voting polling places.
- e) Recruit, train, assign, and pay election judges. Compensation to election judges will be in an amount as determined by the Ramsey County Board of Commissioners.
- f) Select and administer an election judge management system.
- g) Procure and provide interpreter services to be available at absentee, early voting, and Election Day locations in accordance with Section 203 of the federal Voting Rights Act.
- h) Carry out the duties of the city clerk described in Minnesota Election Law regarding the administration of the voting system and the requirements set-forth in the Joint Powers Agreement between the County and the municipalities in Ramsey County to administer the County's voting systems.
- i) Program, layout, approve, and print the ballots for all City elections.
- j) Prepare and transport all election materials to and from each Election Day, absentee, and early voting polling place. Provide election signs, forms, supplies, voting equipment, and other related materials for each Election Day polling place.
- k) Provide on-street parking and metered parking for early voting, absentee, and Election Day polling places.
- l) Compile, audit, and report election results and election statistics for dissemination to the appropriate canvassing boards, the public, and the media. Provide copy of election abstract to be used by City for their canvass.
- m) Provide election-related information on the County web site relating to City elections.

- n) Conduct recounts for City offices and ballot questions.
- o) Prepare, post, and publish notices of filing and election as required by Minnesota Statutes sections 205.13 and 205.16. Publish, post, and provide the sample ballots as required by Minnesota Statutes section 205.16.
- p) Administer all aspects of absentee voting carried out by the Municipal Clerk in Minnesota Chapter 203B, including all in-person absentee voting activities at absentee voting locations determined by the Ramsey County Auditor.
- q) Administer campaign finance reporting and economic disclosure activities designated to the City clerk in accordance with Minnesota Election Law.
- r) Perform all duties of the candidate filing officer, including the acceptance of affidavits of candidacy and petitions.
- s) Maintain a database and prepare maps of election districts and precinct boundaries. Provide maps in digital and print formats, available to the public.
- t) Retain all election records in accordance with Minnesota Election Law and data retention requirements.
- u) Conduct civic engagement events regarding voter registration, absentee voting, election judge recruitment, and election related civics.
- v) Recruit student elections judges and teacher liaisons as part of Ramsey County's Student Election Judge Program.

5. City Responsibilities

The City will perform the following election-related responsibilities:

- a) Provide the County with an inventory list of voting equipment and election related materials, owned by City, to be returned by the County upon termination of Agreement.
- b) Conduct the canvass of election results following every City election.
- c) Issue Certificates of Election in accordance with Minnesota Statutes sections 205.185 & 211A.05.
- d) Attend annual pre-election meetings held by the County and complete trainings required for state election officials as determined by the Minnesota Secretary of State.
- e) Send required mailed notice of levy referendum in accordance with Minnesota Statutes section 126C.17, subd. 9(b).

- f) Provide recruitment information about serving as an election judge within City and on the City's website.
- g) Provide the title and text of City questions to be placed on the ballot in accordance with Minnesota Statutes section 205.16 subd.4 or section 205A.05, subd.3
- h) As needed, identify new locations the City would prefer to use as precinct polling places on Election Day. Annually approve polling places in accordance with Minnesota Statutes section 204B.16. Provide resolution of approved polling locations to the County by the December 31 deadline set forth in section 204B.16.
- i) Draft, schedule, and approve all resolutions required of the City in Minnesota Election Law to administer elections.
- j) Designate a person who will be the principal contact for the County.

6. 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.

7. Costs and Payment

Payments to cover the costs incurred by the County in the performance of the provisions of this Agreement for regularly scheduled elections will be made by the City in quarterly amounts. Payments will be due on March 31, June 30, September 30 and December 31 of each year.

The cost of election services for Regular Elections for the 2023-2024 calendar years will be \$194,094.00. The County will provide an initial cost estimate for the 2025-2026 calendar years to the City no later than April 1, 2024. Such initial cost estimates will become final if the County does not provide an updated cost estimate by July 1 of the year the cost estimates are provided. Costs will be adjusted as necessary by the County to account for the following factors: 1) estimated voter turnout; 2) labor contracts and agreements for non-represented employees approved by the Ramsey County Board of Commissioners; 3) changes in the Consumer Price Index for the Minneapolis-Saint Paul metropolitan area, as determined by the U.S. Bureau of Labor Statistics for the previous two-year period; 4) changes in state, federal, County, or City legal requirements, as applicable; and 5) other factors having a significant impact on election costs.

The County will notify the City of additional costs that it will incur as a result of changes to applicable election laws. The County will include and separately identify in any invoice for a regular election or a special election the cost that was incurred as a result of the enactment of new election laws.

8. Voting Systems

The cost of the operation and maintenance of the voting system is not included in this Agreement and is the subject of a separate agreement.

9. Insurance

Each party shall maintain such insurance as will protect such party from claims which may arise out of, or result from, the party's actions under this Agreement. During the term of this Agreement, the County and City will maintain, through commercially available insurance or on a self-insurance basis, property insurance coverage on the voting equipment each owns, for the repair or replacement of the voting equipment if damaged or stolen. Each party shall be responsible for any deductible under its respective policy. Each party hereby waives and releases the other parties, their employees, agents, officials, and officers from all claims, liability, and causes of action for loss, damage to or destruction of the waiving party's property resulting from fire or other perils covered in the standard property insurance coverage maintained by the parties. Furthermore, each party agrees that it will look to its own property insurance for reimbursement for any loss and shall have no rights of subrogation against the other parties.

10. Indemnification

Each party to this Agreement will be responsible for its own acts and omissions, and the acts and omissions of its officials, employees, and agents, and the results thereof, to the extent authorized by law and shall not be responsible for the acts of the other party, its officials, employees, and agents, and the results thereof. Liability shall be governed by applicable law. Without limiting the foregoing, liability of the parties shall be governed by the provisions of Minnesota Statutes Chapter 466 (Tort Liability, Political Subdivisions) or other applicable law. This provision shall not be construed nor operate as a waiver of any applicable limits of or exceptions to liability set by law. This provision will survive the termination of this Agreement.

11. 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.

12. Alteration

Any alteration, variation, modification, or waiver of the provisions of this Agreement shall be valid only after it has been reduced to writing and duly signed by all parties. Any amendment must be approved no later than June 1 of any year for implementation on January 1 of the following year.

13. Dispute Resolution

The Agreement shall be interpreted and construed according to the laws of the State of Minnesota. All litigation regarding this Agreement shall be venued in the appropriate State or Federal District Court in Ramsey County, Minnesota.

14. Severability

The provisions of this Agreement are severable. If any part of this Agreement is rendered void, invalid or unenforceable, such rendering shall not affect the validity and enforceability of the remainder of this Agreement.

15. Legal Representation

The Ramsey County Attorney's office will advise and represent the County in all election-related matters.

16. Independent Contractor

It is agreed that nothing in this contract 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 it, its employees, agents, nor its representatives are employees of the City.

17. Entire Agreement

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

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

RAMSEY COUNTY

By: _____
Chair
Ramsey County Board of Commissioners
Date: _____

By: _____
Chief Clerk
Ramsey County Board of Commissioners
Date: _____

Approval recommended:
By: Christina Tvedten
Elections Manager

Approved as to form:
By: Melitta Drechsler 4-7-23
Assistant County Attorney

CITY OF NEW BRIGHTON, MINNESOTA

By: _____
Name: Kari Niedfeldt-Thomas
Its: Mayor
Date: 3/28/23

By: _____
Name: Devin Massogus
Its: City Manager
Date: 3/28/23