

**CITY OF SUNFISH LAKE
DAKOTA COUNTY, MINNESOTA**

RESOLUTION NO. 11-05

**RESOLUTION SUPPORTING THE COOPERATIVE PURCHASE OF
ELECTION EQUIPMENT BETWEEN THE
CITY OF SUNFISH LAKE AND DAKOTA COUNTY**

WHEREAS, it is necessary for all precincts with Dakota County to use the same election equipment, and;

WHEREAS, the election equipment is becoming obsolete and experiencing higher failure rates and increased maintenance costs, and;

WHEREAS, Dakota County has current “Help America Vote Act” funding remaining from previous grants, and;

WHEREAS, Dakota County has applied for additional “Help America Vote Act” funds from the Minnesota Secretary of State.

NOW, THEREFORE, BE IT RESOLVED, That the City Council of Sunfish Lake hereby supports the purchase of new election equipment in fiscal year 2013 for implementation in election year 2014, and;

BE IT FURTHER RESOLVED, That the City Council of Sunfish Lake hereby agrees to participate in the purchase of said election equipment by paying 50% of the net cost of the equipment after reducing the gross cost of said equipment by utilizing “Help America Vote Act” funds received by Dakota County, provided that Dakota County pays the remaining 50% of the net cost of equipment, and;

BE IT FURTHER RESOLVED, That the City Council of Sunfish Lake authorizes the Mayor and City Clerk to enter into any written agreements required for said purchase of election equipment for one precinct.

Adopted by the City Council of the City of Sunfish Lake this 4th day of January, 2011.

Richard A. Williams, Jr., Mayor

ATTEST:

Catherine Iago, City Clerk

**COST SHARE AGREEMENT BETWEEN
CITY OF SUNFISH LAKE AND COUNTY OF DAKOTA FOR
ELECTION HARDWARE, SOFTWARE AND RELATED SERVICES**

This Agreement is entered into by and between the City of Sunfish Lake (City), 7378 Jordan Avenue South, Cottage Grove, MN 55016, and County of Dakota (County), 1590 Highway 55, Hastings, MN 55033, 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 election hardware, software and related services.

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 election hardware, software and related services for the Parties and to establish the obligations of the Parties with respect to their use and maintenance.
- II. **Term.** This Agreement shall be effective upon execution by both of the Parties and shall continue in effect until terminated as provided in Paragraph V.
- III. **Duties of the County.**
 - A. **Solicitation.** In conformance with the provisions of Minnesota law, the County will prepare a Request for Proposals (RFP) for an electronic voting system that meets the requirements of Minn. Stat. § 206.57, to be used by all local government units in Dakota County, including the Parties. The County will consult with all such local governmental units in preparation of the RFP. The solicitation will consist of a competitive process consistent with state law applicable to such solicitation.

The RFP will include vendor-supplied technical maintenance and regular maintenance and upgrades of the election hardware and software, wherever stored, for at least five years from the date of purchase, including assurances of sufficient parts, supplies and accessories, warranty service, and trade-in allowance for all electronic voting systems owned by the Parties.
 - B. **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 voting systems required by Minnesota law. The County will defend and indemnify the City, its elected officials, employees and/or agents and hold them harmless from all claims and damages arising out of the solicitation process and the award of contract for the election hardware, software and related services.

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- C. Repairs and Maintenance. The County will arrange for all necessary repairs, maintenance and upgrades to the election hardware and software between election seasons.
- D. Purchase and Delivery. The County will arrange for the purchase and delivery of sufficient election hardware and software packages to the City.
- E. 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. The County will defend and indemnify the City, its elected officials, employees and/or agents and hold them harmless from all claims and damages arising out of any license, copyright or other intellectual property right.
- F. Insurance. The County will include the election hardware and software on its commercial property casualty insurance coverage.
- G. Ownership. The County will own the election hardware and software purchased pursuant to this Agreement, regardless of where the election hardware and software may be stored or used.
- H. Storage and Handling. The County will be primarily responsible for storing and handling the election hardware and software between City-held elections.

IV. Duties of the City.

- A. Existing Election Hardware and Software. The County will use all existing ballot tabulation equipment and ballot boxes as a trade-in for credit, if possible, in connection with the purchase of election hardware and software. To the extent the City has ballot tabulation equipment or ballot boxes in its possession, it will turn such equipment over to the County.
- B. Storage, Handling and Service. The City will provide safe storage and handling of the election hardware and software when such equipment is in the City's possession. The City will report any needed hardware and software maintenance, in writing, to the County. Any election hardware or software problems on election days may be reported to the County orally.
- C. Payment. Upon award of the contract, the County will first equally apply all of its Help America Vote Act (HAVA) funds on hand (estimated to be \$528,000) and trade-in credit received, if any, to each of the election hardware and software packages purchased. The City will pay the County fifty percent (50%) of the remaining cost for the election hardware and software packages purchased by the County for the City. 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 election hardware and software packages to the City. 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 election equipment. Pro rata share is determined by dividing the total number of election hardware and software packages purchased by the County by the number of packages purchased for the City. The City will pay the County within 45 days 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. Termination. This Agreement shall remain in effect until the occurrence of any one of the following events:

- A. Termination is necessitated by operation of law or as a result of a decision by a court of competent jurisdiction.
- B. The Agreement entered into pursuant to Paragraph III. B. above has expired or has otherwise been terminated.
- C. Parties mutually agree to terminate Agreement.

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

County of Dakota

City of Sunfish Lake

By: _____
Kathleen Gaylord
County Board Chair

By: _____
Molly Park
Mayor

Attest: _____
Kelly Olson
Sr. Admin. Coordinator to the Board

By: _____
Cathy Iago
Clerk

Approved as to form:

Assistant County Attorney/Date

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