



City of Sunfish Lake
Council Agenda Report

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DATE: April 4, 2023

TO: Mayor, City Council and Staff

FROM: Christy Wilcox, City Clerk/Administrator

SUBJECT: Cost Agreement Between the City of Sunfish Lake and Dakota County for Election Electronic Poll Books Hardware, Software, and Related Services

Action to be considered:

Motion to approve a Cost Share Agreement Between the City of Sunfish Lake and Dakota County for Election Electronic Poll Books Hardware, Software, and Related Services. (Attached is a copy of the sample agreement sent to all cities, townships and schools with final agreement to be made available by Dakota County shortly).

Overview/Background:

In 2018, Dakota County and the 12 largest cities purchased and implemented electronic pollbooks. In 2020, a purchase was made to expand the use of pollbooks to include all the small cities and township precincts which included the City of Sunfish Lake.

An electronic pollbook is capable of checking in voters, facilitating election day registration, reporting voter statistics, and assisting election judges with some of their various procedures. Electronic pollbooks enhance election security with improved data integrity, automates posting of absentee voters to prevention duplicate voting in the poll, enforces voter registration procedures, and automates prevent of some voter errors. In addition, after an election, election day voter registrations and posting voting history is done automatically through pollbook technology.

These devices do contain private voter data. Protecting that data is of utmost importance. Replacing aging equipment with updated hardware before it reaches its end of life will ensure the County and City can continue to run the most up to date software and operating systems possible. The entire system is updated and tested before every election, including the operating system and software.

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As outlined in Appendix A, the City's share of the cost will be \$188.14. The cost is determined as follows:

- Total cost of equipment purchased by Dakota County - \$346,005.00
- County to pay 50% = \$121,101.75
- Cities to pay 35% based upon percentage of registered voters: Sunfish Lake has 442 voters or 0.15535 percent = \$188.14
- Cities will continue to pay the annual maintenance costs as outlined on Appendix A.

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

This Agreement is entered into by and between _____
("Municipality"), and the County of Dakota ("County"), 1590 Highway 55, Hastings, MN 55033.
Municipality 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 Minn. Stat. § 201.225 the parties are empowered to purchase, use, and
maintain electronic poll books, also referred to in law as "electronic rosters"; and

WHEREAS, the County along with large cities in Dakota County shared cost for the
purchase and implementation of a poll book system by agreement in 2018; and

WHEREAS, the County contracted with KnowInk, LLC for the purchase of the electronic
poll book system through the State of Minnesota's Cooperative Purchasing Venture with the
contract providing for future orders for products or services by purchase order ("Vendor
Contract"); and

WHEREAS, the Parties are desirous of cooperating to purchase a replacement for the
electronic poll book system through the State of Minnesota cooperative purchasing venture by
use of funds by the Parties and other cities, townships and school districts in Dakota County
who enter into separate Cost Share Agreements with the County (collectively, the
"Governmental Units").

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. terminates, 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 replacement components for electronic poll book system under the Vendor Contract obtained through the State of Minnesota Cooperative Purchasing Venture ("CPV") in consultation with the Governmental Units.

The Vendor Contract includes vendor-supplied technical maintenance and regular maintenance and upgrades of the electronic poll book system.

- A. Contract. The final authorization of the purchase order under the Vendor Contract to purchase the replacement components will be made by the Dakota County Board of Commissioners.
- B. Purchase and Delivery. The County will purchase sufficient electronic poll book system devices for the Municipality using funds provided by the Governmental Units 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. County Share of Cost. The County shall be responsible for the payment of one-half of the Purchase Price.
- D. Invoice. The County will provide to the Municipality a copy of the Vendor Contract, purchase order and an invoice for the Municipality Share of the Purchase Price as defined in Section IV.C. In addition, the County will share with the Municipality its calculations used to determine the Municipality Share and the Municipality's pro rata share of the annual maintenance costs, all as defined in Section IV.C and illustrated in Appendix A, attached hereto.
- E. 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.
- F. Acceptance Testing. The electronic poll book system will be delivered to a County location for acceptance testing by the Parties.

- G. Secretary of State Notification and Certification. The County will complete the 90-day intent to use electronic rosters and 30-day certification of security and technical requirement and submit the records to the Minnesota Secretary of State.
- H. 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 Municipality must transport the devices to a central location if requested by the County.
- I. Licenses. The County will obtain all licenses and other rights necessary for the Municipality to use the election hardware and software for its intended use.
- J. Insurance. The County will include the electronic poll book system on its commercial property casualty insurance coverage.
- K. Training. The County will support training initiatives and provide a training database, training videos and handouts and other instruction.
- L. Pre-Election. The County will setup to the electronic poll books for the election, deploy the files to the assigned polling places and coordinating electronic poll books using Meraki device.
- M. Election Day. The County will provide technical support to Clerks, support staff, and election judge
- N. After Polls Close. The County will generate, import and process voter history and election day voter registration application files into SVRS and resolve and file issues with the city clerk.

IV. DUTIES OF THE MUNICIPALITY

- A. Testing. The Municipality must provide enough staff to test the electronic poll book system for its intended use.
- B. Storage, Handling and Service. The Municipality must provide safe storage and handling of the electronic poll book system when such equipment is in the Municipality's possession. Municipality must transport the devices to and from polling locations. The Municipality 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 one-half of the Purchase Price shall be paid by all Governmental Units participating in the purchase. Each Governmental Unit's share of that one-half of the

Purchase Price shall be determined in accordance with the Cost Projections and corresponding Governmental Unit Shares attached hereto as Appendix A. The County will notify the Municipality of its Governmental Unit Share upon entry into the Vendor Contract.

Payment by the Municipality to the County will be made in three equal annual installments, without interest, on or before January 31st of each year beginning in 2024 and ending in 2026. The Municipality may prepay installments at any time without penalty.

The Municipality will pay to the County its Cost Share of the annual maintenance costs for the electronic poll book system as identified in Appendix A. The Municipality 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 Municipality's needs in connection with the addition of voting precincts to the Municipality. The cost of such election hardware and software will be split equally between the Municipality and the County. The Municipality will pay the County in a lump sum within 45 days of receipt of an invoice from the County.
- E. Operation of the System. Municipality shall operate in compliance with Section IX - General Conditions Governing Operation of the System.

V. INDEMNIFICATION

- A. Municipality. The Municipality 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 Municipality, its elected officials, employees, or agents.
- B. County. The County will defend and indemnify the Municipality, 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 Municipality 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 Municipality 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 Municipality if its Governmental Unit Share as stated in Appendix A is increased due to one or more Governmental Units' failure to execute a Cost Sharing

Agreement, or a change in the Purchase Price. The Municipality 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. If the Minnesota Legislature adopts a law permitting small cities and townships to utilize mail balloting, such Governmental Units may provide written notice terminating this Agreement upon completing all other statutory requirements to implement mail balloting and the County will cover any unpaid portion of that Governmental Unit's Cost Share. 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.
- G. Electronic Signatures. Each Party agrees that the electronic signatures of the Parties included in this Agreement are intended to authenticate this writing and to have the same force and effect as wet ink signatures.

XI. GENERAL CONDITIONS GOVERNING OPERATION OF THE SYSTEM

- A. Municipality shall distribute electronic poll books to precincts in the quantities advised by the County in each election held in the Municipality through the term of this Agreement.
- B. Municipality shall complete iOS and/or application upgrades as deemed necessary by the vendor.
- C. Devices requiring maintenance must be identified by the Municipality to the County for reporting to the Contract Vendor within 14 days after an election using the procedure agreed to with the County.
- D. Municipality will conduct testing on all devices prior to deployment.
- E. Municipality must access ePulse web-based software and proof assignments of precincts and polling places.
- F. Municipality must follow the County timeline for electronic poll book roster loading, perform final balancing to precinct summary statements after polls close and complete file upload after an election.
- G. Municipality must only use the polling place and election procedures approved by or from the County or the Minnesota Secretary of State.
- H. Electronic poll books are to be utilized for election purposes only, and no other function.
- I. 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 Municipality and the County have caused this Agreement to be executed on their behalf.

COUNTY OF DAKOTA

By: _____

Name: _____

Title: _____

Date: _____

By: _____

Its: _____

Date: _____

By: _____

Its: _____

Date: _____

Approved as to form by: /s/Thomas R. Donely on March 21, 2023.

Appendix A
COST PROJECTIONS*

*The information in this Appendix A is informational only and based on all Governmental Units identified in the chart executing a Cost Sharing Agreement and a total Purchase Price of \$364,005.00. If one or more of these factors changes, the City Share will likely increase.

Appendix A - Cost Projections And Governmental Unit Cost Shares

As of 3/1/2023

Foundation of cost sharing calculations are based on the following proportions and then further proportioned by registered voters

County	50%
Cities & Townships	35%
School Districts	15%

HARDWARE REPLACEMENT COST SHARE

ePollPads and cases from Knowlnk, LLC - Estimate a 5 year useful life (printers not replaced)	Cost per unit	#units	Total cost of epollpads		Total cost of new (Meraki) access points	Total Replacement Cost
Cellular ipad w/new case and sled	\$ 582.50	594	\$ 346,005.00		\$ 18,000.00	\$ 364,005.00
<i>(includes shipping, buyback of old and 1st year activation)</i>						
Dakota County - 50%			\$ 173,002.50		\$ 2,000.00	\$ 175,002.50
Cities & Townships - 35%	Reg Voters 1.9.2023	% of Reg Voters	Cost by Reg Voters	# epollpads distributed	N/A Existing access points	Total Cost by City/Twp
Apple Valley	35,948	12.6%	\$ 15,301.22	68		\$ 15,301.22
Burnsville	37,799	13.3%	\$ 16,089.10	87		\$ 16,089.10
Eagan	45,665	16.1%	\$ 19,437.25	91		\$ 19,437.25
Farmington	14,145	5.0%	\$ 6,020.80	28		\$ 6,020.80
Hastings	14,647	5.1%	\$ 6,234.48	32		\$ 6,234.48
Inver Grove Heights	22,750	8.0%	\$ 9,683.51	48		\$ 9,683.51
Lakeville	46,994	16.5%	\$ 20,002.94	83		\$ 20,002.94
Mendota Heights	9,264	3.3%	\$ 3,943.21	15		\$ 3,943.21
Rosemount	17,726	6.2%	\$ 7,545.05	28		\$ 7,545.05
South St Paul	12,243	4.3%	\$ 5,211.22	29		\$ 5,211.22
West St. Paul	12,633	4.4%	\$ 5,377.22	25		\$ 5,377.22
Castle Rock	987	0.3%	\$ 420.12	3		\$ 420.12
Coates - Mail Ballot only (103)						
Douglas	538	0.2%	\$ 229.00	2		\$ 229.00
Empire	2008	0.7%	\$ 854.70	3		\$ 854.70
Eureka	1096	0.4%	\$ 466.51	3		\$ 466.51
Greenvale	604	0.2%	\$ 257.09	3		\$ 257.09
Hampton City	417	0.1%	\$ 177.50	2		\$ 177.50
Hampton Township	628	0.2%	\$ 267.31	2		\$ 267.31
Lilydale	784	0.3%	\$ 333.71	3		\$ 333.71
Marshan	894	0.3%	\$ 380.53	2		\$ 380.53
Mendota City	137	0.0%	\$ 58.31	2		\$ 58.31
Miesville - Mail Ballot only (86)						
New Trier - Mail Ballot only (52)						
Nininger	663	0.2%	\$ 282.21	2		\$ 282.21
Northfield	959	0.3%	\$ 408.20	3		\$ 408.20
Randolph City	295	0.1%	\$ 125.57	3		\$ 125.57
Randolph Township	560	0.2%	\$ 238.36	2		\$ 238.36
Ravenna	1738	0.6%	\$ 739.78	3		\$ 739.78
Sciota	338	0.1%	\$ 143.87	3		\$ 143.87
Sun Fish Lake	442	0.2%	\$ 188.14	2		\$ 188.14
Vermillion City	304	0.1%	\$ 129.40	2		\$ 129.40
Vermillion Township	916	0.3%	\$ 389.89	2		\$ 389.89
Waterford	389	0.1%	\$ 165.58	3		\$ 165.58
Subtotal				584		
Dakota County has 22 Spares, only 10 need replacement				10		
Total	284,511		\$ 121,101.75	594		\$ 121,101.75
Independent School Districts - 15%	Reg Voters 1.9.2023	% of Reg Voters	Cost by Reg Voters	Est. # units shared	Cost of new access point*	Total Cost by ISD
191	33,652	11.8%	\$ 6,133.63	TBD	\$ 2,000.00	\$ 8,133.63
192	22,922	8.0%	\$ 4,177.91	TBD	\$ 2,000.00	\$ 6,177.91
194	36,413	12.8%	\$ 6,636.87	TBD	\$ 2,000.00	\$ 8,636.87
195	1,614	0.6%	\$ 294.18	TBD	\$ -	\$ 294.18
196	106,785	37.5%	\$ 19,463.33	TBD	\$ 2,000.00	\$ 21,463.33
197	30,155	10.6%	\$ 5,496.25	TBD	\$ 2,000.00	\$ 7,496.25
199	18,547	6.5%	\$ 3,380.50	TBD	\$ 2,000.00	\$ 5,380.50
200	20,119	7.1%	\$ 3,667.02	TBD	\$ 2,000.00	\$ 5,667.02
252	120	0.0%	\$ 21.87	TBD	\$ -	\$ 21.87
659	2,259	0.8%	\$ 411.74	TBD	\$ -	\$ 411.74
6	12,166	4.3%	\$ 2,217.45	TBD	\$ 2,000.00	\$ 4,217.45
Total	284,752		\$ 51,900.75		\$ 16,000.00	\$ 67,900.75

* New Meraki access points will be needed in ISD offices to make the districts use of the system efficient and accessible

Appendix A (Continued) - Cost Projections And Governmental Unit Cost Shares

ANNUAL MAINTENANCE COST SHARE

<u>Operational costs of owning and using the system - invoiced annually for software licensing, support and data.</u>			
Annual data activation per unit	Fixed cost	\$ 15.00	Cost share with all agencies as demonstrated above
Annual license & maintenance per unit	Fixed cost	\$ 125.00	Cost share with all agencies as demonstrated above
Verizon Data usage per unit per election	Variable cost	\$ 30.00	Cost share by # of units assigned - 50/35/15, or 50/50 if standalone election
Onsite Support for each election	Variable cost	\$ 1,500.00	Cost share with all agencies as demonstrated above or 50/50 if stand alone election