

REQUEST FOR COUNCIL ACTION

Date: July 18, 2011
Item No.: 13 . b

Department Approval

City Manager Approval



Item Description: Contract with Ramsey County to Administer City Elections

BACKGROUND

Ramsey County provides administrative support and training for elections for all cities in the county. In addition, they coordinate elections for St. Paul, Falcon Heights, Roseville Area Schools and Mounds View Area Schools. Coordinating elections falls under four main areas.

- **Administrative**
Publish and print legal notices; attend required training; prepare materials and conduct election judge training; test equipment; assemble materials for candidates; approve and order ballots; process absentee ballot applications; monitor and post campaign reports; draft RCAs; test election equipment.
- **Logistic**
Schedule trainings and reserve rooms; schedule judges for absentee voting, nursing home voting and election day voting; coordinate precincts; order supplies; pack election supplies bins; schedule van and parks crew to help deliver supplies.
- **Clerical**
Print and mail letters; record election judge availability and attendance; copy training materials; mail absentee ballots.
- **Physical**
Move supplies, ballots and machines; deliver and pick up election supplies to/from polling place.

Ramsey County is interested in administering elections in Roseville with the intent of ensuring the integrity of the voting experience, amortizing costs among other governmental entities and providing services to Roseville at a competitive cost.

On election day, it is unlikely that voters would see a difference whether Roseville or Ramsey County coordinates the election.

Under the proposed agreement with Ramsey County, some absentee voters who vote in person may see a difference in how voting is conducted.

Absentee voting - Beginning 45 days before the election, absentee ballot voters could get ballots through the mail or by going to Ramsey County to vote. If voters came to City Hall, staff would either send them to Ramsey County or give them an application to mail or fax to the county. Ramsey County would then send the ballot through the mail.

Because of Roseville's aging population and because some people want the feel of going to the polling place, Roseville would continue to administer absentee voting at City Hall in the week before each election. Voted absentee ballots would be delivered to Ramsey County for processing.

The City would keep some responsibilities concerning elections. The City would designate a person to be the principal contact with Ramsey County. In addition, the City would:

- Promote filings, elections and voting through newsletter, news releases, website and other venues.
- Conduct official canvass of election results following each City election.
- Provide the title and text of City questions to be placed on the ballot.
- Provide final approval for polling place locations.
- Administer absentee voting in the week or two weeks before an election, depending upon voter numbers.

The true impact of Ramsey County administering elections would be felt at the staff level. Administering elections is an extremely time consuming and stressful responsibility. Roseville has one staffperson assigned to coordinate elections. Many cities of a similar size have two or three staff who handle different parts of an election. We have reviewed staffing responsibilities and Roseville does not have staff with time to take on the responsibility of helping to coordinate the elections.

Ramsey County has staff solely dedicated to elections. They have the interest and develop the expertise to handle the many aspects of elections – technical, administrative, clerical, supervisory, training etc. They have an adequate number of staff who specialize in specific areas instead of relying on one person to do everything.

POLICY OBJECTIVE

Shift election responsibilities to Ramsey County and ensure that Roseville residents have the best voting experience while minimizing financial burden on taxpayers.

This is a contract for one election cycle. Roseville can review the experience following the 2012 election and decide whether to continue the relationship in future years.

FINANCIAL IMPACTS

The proposed contract would be for \$107,500 for the 2011-2012 election cycle. This is a cost of approximately \$4.55 per registered voter in Roseville.

In 2009 and 2010, Roseville budgeted \$113,230 for elections. Actual costs were \$101,315 for the two years. Roseville also spent approximately \$2,960 for elections' postage that is not included in the budget, nor does it include approximately 440 hours that other departments/staff expend helping with elections. This includes staff from almost all departments – administration, parks and rec, payroll, police, fire, etc. A conservative estimate puts the employee salary cost at \$10,000.

80 By contracting with Ramsey County, the City would have more than 900 hours of staff time to
81 direct to other essential services – 500 of the election coordinator’s time and 400 of other staff’s
82 time.

83 Other cities have expressed interest in Ramsey County administering their elections. If that
84 happens, we expect to see even greater economies of scale in future years.

85 Ramsey County would also take responsibility for storing equipment. The City is always looking
86 for additional storage space and this will open up considerable space.

87 **STAFF RECOMMENDATION**

88 Approve contract in which Ramsey County administers elections in Roseville in 2012.

89 **REQUESTED COUNCIL ACTION**

90 Approve contract in which Ramsey County administers elections in Roseville in 2012.

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92 **Prepared by: William J. Malinen, City Manager**
93 **Carolyn Curti, Elections Coordinator**

Attachments: A: Proposed Contract

**CONTRACT BETWEEN
RAMSEY COUNTY AND THE CITY OF ROSEVILLE
FOR ELECTION SERVICES**

This is a contract between the County of Ramsey ("County") and the City of Roseville ("City") for the provision of election services by Ramsey County.

1. Duration of Contract

This contract will be in effect for the period beginning on January 1, 2012 and ending on December 31, 2012.

2. Contract Renewal and Termination

This contract may be renewed for an additional four year period by written consent of the County and City. An amendment to this contract for renewal must be executed by all parties no later than December 14, 2012. If not renewed, this contract will terminate on December 31, 2012.

Upon the effective date of termination of this contract, the City-owned voting equipment, election supplies and related materials will be returned to the City.

3. County Responsibilities

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

- Recruitment, training, and supervision of staff to carry out the duties specified in this contract;
- Annual inspection of polling places to verify compliance with all state and federal accessibility requirements;
- Recruitment, training, and assignment of election judges;
- Payment of election judges' salaries in an amount determined by the Ramsey County Board of Commissioners;
- 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;
- Conducting 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;
- Providing election-related information on the County web site;
- Conducting recounts for City offices and ballot questions;
- Preparing, posting, and publishing election notices;
- Providing information and assistance on election laws and procedures to City officials, candidates, the news media, and the general public;
- Administering absentee voting, including processing and counting all absentee ballots, filling requests for absentee ballots by mail, providing absentee voting for health care facilities in the City and providing absentee voting services for persons who choose to vote in person at the County elections office;
- Administering campaign financial reporting and economic disclosure activities;
- Performing duties of candidate filing officer, including acceptance of affidavits of candidacy and petitions;
- Analyzing proposed state and federal laws on election-related matters to determine impact on the City;
- Maintaining a database and preparing maps of election district and precinct boundaries;
- Providing technical assistance to the City in redrawing precinct boundaries as required;
- 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:

- Provide absentee voting services on behalf of the County for voters who choose to cast an absentee ballot in person at the City offices during a time period designated by the County not to exceed 15 days before each election in the City;
- Conduct official canvass of election results following each City election;
- Provide the title and text of City questions to be placed on the ballot;
- Provide final approval for polling place locations; and
- Designate a person who will be the principal contact for the City.

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 will encourage City employees to take time off from work to serve as election judges.

7 Upgrading or Replacing Voting Systems

The County will assess the need to upgrade or replace the voting systems used for state, County and City elections held on and after July 1, 2012. The County will provide the City with an estimate of the cost of upgrading or replacing the voting systems no later than March 1, 2012 if adoption of a replacement voting system is either 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.

8. Special Elections

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

The City will 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 will also pay all costs applicable to the City of any state special election that is not conducted on the date of a regularly scheduled City, County 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 a special election.

9. Insurance

During the term of this contract, the County and City will maintain, through commercially available insurance or on a self-insured 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 party, its 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 party. 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 party.

10. Indemnification

Each party to this contract will defend, hold harmless, and indemnify the other party, its officials, agents, and employees from any liability, loss, and damage it may suffer as a result of demands, claims, judgments, or costs including, but not limited to, attorneys' fees and disbursements, arising out of or related to the indemnifying party's performance or failure of performance under this contract. This provision shall not be construed nor operate as a waiver of any applicable limits of or exceptions to liability provided by Minnesota Statutes Chapter 466 or otherwise set by law. This provision will survive the termination of this contract.

11. Legal Representation

The Ramsey County Attorney's office will advise and represent the County in all election-related matters, except that the Roseville City Attorney will advise the County on any election-related matter applying to the Roseville municipal code.

12. Election Costs and Payments

Payments to cover the costs incurred by the County for services provided in the performance of the provisions of this contract for regularly scheduled elections will be made by the City in four equal amounts to be billed quarterly, based on invoices submitted by the County. Payments will be due on March 31, June 30, September 30 and December 31 of 2012.

The cost of election services for 2012 will be \$107,500.

191 13. Data Practices

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

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199 14. Alteration

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201 The provisions of this contract may be altered only by mutual written consent of
202 the County and City. Any alteration, variation, modification, or waiver of the
203 provisions of this contract shall be valid only after it has been reduced to writing
204 and duly signed by all parties. Any alterations must be approved no later than
205 June 1 of any year for implementation on January 1 of the following year.

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207 15. Entire Agreement

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

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

RAMSEY COUNTY

CITY OF ROSEVILLE

By: _____
Julie Kleinschmidt
Ramsey County Manager

By: _____
Daniel J. Roe
Mayor

Date: _____

Date: _____

Approval recommended:

Approval recommended:

By: _____
Mark Oswald, Director
Property Records and Revenue Department

By: _____
William J. Malinen
City Manager

Approved as to form and insurance:

By: _____
Assistant County Attorney

By: _____
City Attorney

Funds are available:

Funds are available:

By: _____
Budgeting and Accounting

By: _____
Finance Director