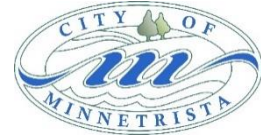


CITY OF MINNETRISTA

CONSENT AGENDA ITEM



Subject: Election Equipment Lease Agreement with ISD 277

Prepared By: Ann Meyerhoff, City Clerk

Meeting Date: September 15, 2025

Background:

The Westonka School District 277 will be holding School Board Elections in November, 2025. Typically in the past years, the School District has entered into an agreement with the City of Minnetrista to lease the County owned equipment.

Discussion:

Westonka School District 277 has requested the City enter into an agreement to lease the Hennepin County Election equipment that the City has in their possession.

The Lease Agreement would be from October 1, 2025 through December 31, 2025. The City would receive \$586.50 from the School District as compensation for the use of the equipment. In their agreement with the City of Minnetrista the terms of their agreement were that the School District shall pay the City 50% of the annual per unit maintenance costs paid by the City to Hennepin County (\$206.00 x 50% x 3 for the DS200's and \$185.00 x 50% x 3 for the Express Votes). The details are outlined in the attached agreement.

Recommended City Council Action: Approve agreement with the Westonka School District 277 to lease the County owned Election Equipment for their November 2025 School Board Elections

Mission Statement:

The City of Minnetrista will deliver quality services in a cost effective and innovative manner and provide opportunities for a high quality of life while protecting natural resources and maintaining a rural character.

**CITY OF MINNETRISTA AND WESTONKA SCHOOL DISTRICT 277
LEASE AGREEMENT**

THIS AGREEMENT, made by and between the City of Minnetrista and the Westonka School District 277, both political subdivisions of the State of Minnesota, hereinafter referred to as the “City” and the “School District” respectively. For purposes of this Agreement, the address of the City is 7701 County Road 110 W, Minnetrista, MN 55364 and the address of the School District is 5901 Sunnyfield Rd. E, Minnetrista, MN 55364.

WITNESSETH

WHEREAS, the County Lease provides that the City may sublease to the School District the Election Equipment and AVT Equipment, as defined in Section 1, for use in School District elections.

WHEREAS, the School District desires to sublease from the City some of the Election Equipment and AVT Equipment, as defined in Section 1, for use in School District elections.

NOW THEREFORE, in consideration of the mutual undertakings and agreements hereinafter set forth, the City and the School District agree as follows:

Section 1

SCOPE OF AGREEMENT

- 1.1 The City hereby leases to the School District at the cost identified below and subject to the terms and conditions of this Agreement, and the School District hereby agrees to lease from the City election equipment identified as: three (3) DS200 Digital Scan Precinct Count Units and three (3) DS200 Plastic Ballot Boxes (the “Election Equipment”) for polling places contained within the School District.
- 1.2 The City hereby leases to the School District subject to the terms and conditions of this Agreement, and the School District hereby agrees to lease from the City Equipment identified as: three (3) Express Votes Voter Assist Terminals for polling places contained within the School District.
- 1.3 Subject to the terms and conditions of this Agreement, the parties may agree by written addendum executed by all the parties to increase or decrease the

Election Equipment and AVT Equipment included within the scope of this Agreement.

- 1.4 In exchange for use of the Election Equipment and AVT Equipment the School District shall pay to the City 50% of the annual per unit maintenance costs paid by the City to Hennepin County (\$206.00 x 50% x 3 for the DS200's and \$185.00 x 50% x3 for the Express Votes) for a lump sum total of \$586.50, due and payable on November 1, 2025.

OWNERSHIP

- 2.1 The School District acknowledges that the County owns the Election Equipment and AVT Equipment and that the School District is authorized to use said Election Equipment and AVT Equipment for official election related purposes. Use of the Election Equipment and AVT Equipment for any other purpose is strictly prohibited absent express written consent of the County and City.
- 2.2 The School District acknowledges and agrees that the Election Equipment and AVT Equipment may contain proprietary and trade secret information that is owned by a third party and is protected under state and federal copyright law or other laws, rules, regulations and decisions. The School District shall protect and maintain the proprietary and trade secret status of the Election Equipment and AVT Equipment.

Section 3

HANDLING OF EQUIPMENT AND INDEMNIFICATION

- 3.1 The School District shall be responsible for the Election Equipment and AVT Equipment while it is in the School District's custody, possession or control. The School District, either through insurance or a self-insurance program, shall be responsible for all costs, fees, damages and expenses including but not limited to personal injury, storage, damage, repair and/or replacement of the Election Equipment and AVT Equipment while it's in the School District's custody and this Agreement is in effect, consistent with the School District's defense and indemnity obligations contained in Section 7.6 herein.
- 3.2 The School District shall be responsible for the transporting of the Election Equipment and AVT Equipment from and to the City. The School District shall be responsible for all costs, including but not limited to shipping, related to the repair or replacement of lost, stolen, destroyed or damaged Election Equipment and AVT Equipment.
- 3.3 The Election and AVT Equipment shall be stored at the City. The School District shall arrange to pick up the Election and AVT Equipment no more than 4 weeks prior to the beginning of School District voting for each election. The School District shall return the Election and AVT Equipment to the City no more than 24

hours after the end of School District voting for each election. The School District may arrange to pick up three (3) Express Vote Voter Assist Terminal, 3 DS200 Digital Scan Precinct Count Units and 3 DS200 Plastic Ballot Boxes approximately six weeks prior to each election to be used for absentee voting and new equipment demonstration. The equipment picked up for absentee voting and demonstration must be returned within 24 hours of the end of School District voting for each election. A representative from the School District and City shall both sign an acknowledgement of when the pick-up and return take place and the condition of the units at each of thosetimes.

Section 4

TERM, TERMINATION

- 4.1 This Agreement commences October 1, 2025 and expires December 31, 2025. Termination of this Agreement by the School District shall not relieve the School District of any duties or obligations hereunder including but not limited to the obligation to pay amounts due and payable. Upon expiration or any termination of this Agreement, the School District shall return the Election Equipment and/or AVT Equipment within a reasonable time and in good operating condition except for routine wear and tear.

Section 5

MAINTENANCE

- 5.1 **Maintenance.** The City has entered into agreements for the maintenance of the Election Equipment and the AVT Equipment. The School District shall immediately report any maintenance issues to the City. The City shall arrange for the performance of all maintenance for the Election and AVT Equipment.
- 5.2 The School District agrees not to make any repairs, changes, modifications or alterations to the Election Equipment or AVT Equipment.
- 5.3 After reasonable notice, the City shall have the right to enter into and upon the premises where the Election Equipment and AVT Equipment is located for the purposes of inspecting the same or observing its use. On an annual basis, during the term of this Agreement, the School District shall comply with the City's request for verification of Election Equipment and AVT Equipment inventory.

Section 6

PROGRAMMING AND ACCUMULATION

- 6.1 **Programming.** The School District will work directly with the County in regards for programming. The City will not be responsible for programming the Election

Equipment or AVT Equipment for School District use. The School District is responsible for any programming costs.

Section 7

OTHER TERMS AND CONDITIONS

- 7.1 **No Waiver.** No delay or omission by either party hereto to exercise any right or power occurring upon any noncompliance or default by the other party with respect to any of the terms of this Agreement shall impair any such right or power or be construed to be a waiver thereof unless the same is consented to in writing. A waiver by either of the parties hereto of any of the covenants, conditions, or agreements to be observed by the other shall not be construed to be a waiver of any succeeding breach thereof or of any covenant, condition, or agreement herein contained. All remedies provided for in this Agreement shall be cumulative and in addition to, and not in lieu of, any other remedies available to either party at law, in equity, or otherwise.
- 7.2 **Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of Minnesota.
- 7.3 **Entire Agreement.** It is understood and agreed that the entire Agreement between the parties is contained herein and that this Agreement supersedes all oral agreements and negotiations between the parties relating to the subject matter hereof.
- All items referred to in this Agreement are incorporated or attached and are deemed to be part of this Agreement. Any alterations, variations, modifications, or waivers of provisions of this Agreement shall only be valid when they have been reduced to writing as an amendment to this Agreement signed by the parties hereto.
- 7.4 **No Assignment.** Neither party shall assign, sublet or transfer this Agreement, either in whole or in part, without the prior written consent of the other party, and any attempt to do so shall be void and of no force and effect.
- 7.5 **No Warranty.** CITY IS PROVIDING THE ELECTION EQUIPMENT AND AVT EQUIPMENT ON AN AS-IS BASIS WITH NO SUPPORT WHATSOEVER. THERE IS NO WARRANTY OF MERCHANTABILITY, NO WARRANTY OF FITNESS FOR PARTICULAR USE, NO WARRANTY OF NON-INFRINGEMENT, NO WARRANTY REGARDING THE USE OF THE INFORMATION OR THE RESULTS THEREOF AND NO OTHER WARRANTY OF ANY KIND, EXPRESS OR IMPLIED.

Pursuant to the foregoing, the School District agrees that the City is furnishing the Election and AVT Equipment on an "as is" basis, without representation or any express or implied warranties, including but not limited to, fitness for particular purpose, merchantability or the accuracy and completeness of the

Election Equipment or AVT Equipment. The City does not warrant that the Election Equipment and/or AVT Equipment will be error free. The City disclaims any other warranties, express or implied, respecting this agreement or the Election or AVT Equipment.

The School District's exclusive remedy and the City's sole liability for any substantial defect which impairs the use of the Election Equipment and/or AVT Equipment for the purposes stated herein shall be the right to terminate this Agreement.

- 7.6 IN NO EVENT SHALL THE CITY BE LIABLE FOR ACTUAL, DIRECT, INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL DAMAGES (EVEN IF THE CITY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGE) OR LOSS OF PROFIT, LOSS OF BUSINESS OR ANY OTHER FINANCIAL LOSS OR ANY OTHER DAMAGE ARISING OUT OF PERFORMANCE OR FAILURE OF PERFORMANCE OF THIS AGREEMENT BY THE CITY.

The City and the School District agree each will be responsible for their own acts and omissions under this Agreement and the results thereof including but not limited to the acts or omissions of the party's subcontractors, employees and other personnel and shall to the extent authorized by law defend, indemnify and hold harmless the other party from any liability, claims, causes of action, costs or expenses resulting directly or indirectly from such acts and/or omissions. Each party shall not be responsible for the acts, errors or omissions of the other party under the Agreement and the results thereof. The parties' respective liabilities shall be governed by the provisions of the Municipal Tort Claims Act, Minnesota Statutes Chapter 466, and other applicable law. The statutory limits of liability for some or all of the parties may not be added together or stacked to increase the maximum amount of liability for any party. This paragraph shall not be construed to bar legal remedies one party may have for the other party's failure to fulfill its obligations under this Agreement. Nothing in this Agreement constitutes a waiver by the School District or City of any statutory or common law defenses, immunities, or limits on liability.

- 7.7 **Notice.** Any notice or demand shall be in writing and shall be sent registered or certified mail to the other party addressed as follows:

To the City:	City of Minnetrista 7701 County Road 110 W Minnetrista, MN 55364
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To the School District:	Westonka Schools Educational Services Center 5901 Sunnyfield Rd. E. Minnetrista, MN 55364
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- 7.8 **Audit Provision.** Both parties agree that either party, the State Auditor, or any of their duly authorized representatives at any time during normal business hours, and as often as they may reasonably deem necessary, shall have access to and the right to examine, audit, excerpt, and transcribe any books, documents, papers, records, etc., which are pertinent to the accounting practices and procedures of the other party and involve transactions relating to this Agreement. Such materials shall be maintained and such access and rights shall be in force and effect during the period of the contract and for six (6) years after its termination or cancellation.
- 7.9 **Whereas Clauses.** The matters set forth in the “Whereas” clauses on page one of this Agreement are incorporated into and made a part hereof by this reference.
- 7.10 **Survival of Provisions.** It is expressly understood and agreed that the obligations and warranties of the School District and City hereof shall survive the completion of performance and termination or cancelation of this Agreement.
- 7.11 **Authority.** The person or persons executing this Lease Agreement on behalf of the School District and City represent that they are duly authorized to execute this Lease Agreement on behalf of the School District and the City and represent and warrant that this Lease Agreement is a legal, valid and binding obligation and is enforceable in accordance with its terms.
- 7.12 The parties shall comply with applicable law including but not limited to the provisions of the Minnesota Government Data Practices Act, Minnesota Statutes, Chapter 13 (MGDPA).

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AUTHORIZATION

**CITY OF MINNETRISTA
STATE OF MINNESOTA**

Lisa Whalen, Mayor

Ann Meyerhoff, City Clerk

WESTONKA SCHOOL DISTRICT 277

By: _____

Its: _____

And: _____

Its: _____