

Brenda Fisk

From: Jim Howitt <Jim.Howitt@hennepin.us>
Sent: Wednesday, April 27, 2016 9:22 AM
To: BrendaFisk@St-Bonifacius.mn.us
Cc: Ginny Gelms; Kristin Sepeta
Subject: RE: e poll book agreement

Hi Brenda,

Yes, use of the poll books is required. We will not be providing paper rosters for manual sign ins. The electronic poll books are an important part of increasing the efficiency and accuracy of the voter check in and election day registration process. In addition, the poll books are an necessary part of getting absentee ballots counted, and therefore results released, in a timely way on election night.

If there are specific concerns you or your council have please contact Ginny and she will be happy to address them.

Our staff is out of the office the rest of the week, so are not available by phone, but Ginny and I are both monitoring email.

Thank you,

Jim Howitt | Administrative Assistant | Hennepin County Elections
300 S 6th St | Minneapolis MN 55487-0012
612-348-0306 | Fax 612-348-2151
| |Jim.Howitt@hennepin.us | · · www.hennepin.us/elections

-----Original Message-----

From: BrendaFisk@St-Bonifacius.mn.us
Sent: Tuesday, April 26, 2016 4:08 PM
To: Jim Howitt <Jim.Howitt@hennepin.us>
Subject: RE: e poll book agreement

Hi Jim, Are we required to use this equipment. The st. boni council would like to continue using the manual sign in roster. Brenda -----Original Message-----

From: Jim Howitt [mailto:Jim.Howitt@hennepin.us]
Sent: Tuesday, April 05, 2016 9:00 AM
To: fisk@visi.com
Subject: e poll book agreement

Hello,

Attached is a user agreement between your city and Hennepin County for the electronic poll books and the related hardware. This agreement specifies the number of units your city is receiving and the duties of both the county and city. As we've mentioned previously, there is no cost to the cities for the poll books. Cities receiving more than 10 poll pads will notice that Meraki wireless access points are included in their agreements. Meraki units are for the purpose of allowing many poll pads to download data simultaneously without network congestion. We are currently working with Knowink on the installation details and will have more information for you soon.

CITY OF ST. BONIFACIUS
Office of the Administrator/Clerk/Treasurer
8535 Kennedy Memorial Drive
St. Bonifacius, MN 55375
952/446-1061

May 13, 2016

Council,

E-Poll Book training is scheduled for May 20th, however I attended the basic training session on May 5 at which time they were able to answer the questions:

1. Statute 201.225 Electronic Roster Authorization:
Subd. 1. Authority. A county, municipality, or school district may use electronic rosters for any election. In a county, municipality, or school district that uses electronic rosters, the head elections official may designate that some or all of the precincts use electronic rosters. An electronic roster must comply with all of the requirements of this section. An electronic roster must include information required in Section 201.221, Subdivision 3, and any rules adopted pursuant to that section.
2. Back-up if power or internet failure:
The three units each have a 30 hour battery life. A paper receipt printing the oath/signature is printed after each voter signs the E-Poll book (sample attached). The election Judge will initial the receipt and the voter will proceed to the ballot Judge where the voter will receive a ballot in exchange for the receipt. The accumulation of receipts will become a type of paper roster along with the electronic copy. A blank paper roster including names of all registered voters will be available in the polling place as a back-up. The greeter list will be used to check off names of voters as they enter. The list of voters from the greeters list will be checked off on the blank roster if an internet problem or other issues arise at which point the manual roster will be used by the Judges for voter signatures.
3. Hennepin County is requiring all precincts in the County to use E-Poll Books. All other counties will be using manual roster.
4. If you have any other questions please let me know prior to our Wednesday Council meeting.

Brenda Fisk
Admin/Clk/Trs

Minnesota Voter Registration Application

Are you a US Citizen?
Yes
Will you be at least 18 on or before the next election?
Yes

Ginny Gelms
04/19/1981
~~3333333333333333~~
Bloomington, MN 55431

Mailing Address:

Phone Number:
Email Address:

County: Hennepin County
School District: 271

I have a MN-issued driver's license or MN ID card number
A33333333333333

Registration Updates
Previous Name:
Previous Address:

Read and sign only if all parts apply to you.

I certify that I:
-will be at least 18 years old on Election Day;
-am a citizen of the United States;
-will have resided in Minnesota for 20 days immediately preceding Election Day;
-maintain residence at the address given on the registration form;
-am not under court-ordered guardianship in which the court order revokes my right to vote;
-have not been found by a court to be legally incompetent to vote;
-have the right to vote because, if I have been convicted of a felony, my felony sentence has expired (been completed) or I have been discharged from my sentence; and
-have read and understand this statement, that giving false information is a felony punishable by not more than 5 years imprisonment or a fine of not more than \$10,000, or both.

X

Date: 04/19/2016

Ward/Precinct: BLOOMINGTON W-1 P-30
School District: 271
ID Type: MN Driver's License, Learner's Permit, MN ID Card, or Receipt
Number: A333333333333333

Election Judge Initials:

JS

04/19/2016 03:02 PM

Ginny Gelms
04/19/1981
~~3333333333333333~~

Precinct: BLOOMINGTON W-1 P-30
~~School District: 271~~
Voter ID: B4C469AD-CEDD-404B-8D14-F95AF3D53C61

READ OATH AND SIGN BELOW

I swear or affirm that I am at least 18 years of age and a citizen of the United States; that I reside at the address shown and have resided in Minnesota for 20 days immediately preceding this election; that I am not under guardianship in which the court order revokes my right to vote; have not been found by a court to be legally incompetent to vote; and that I have the right to vote because, if convicted of a felony, my felony sentence has expired (been completed) or I have been discharged from my sentence; and that I am registered and will be voting only in this precinct. I understand that giving false information is a felony punishable by not more than five years imprisonment and a fine of not more than \$10,000, or both.

X

Voter Signature

Registered

04/19/2016 02:59 PM

Michael G Fullbright

04/19/1981 DOB
~~3333333333333333~~ ← address

Precinct: TRAINING 1

~~School District: 271~~

Voter ID: 2358315

READ OATH AND SIGN BELOW

I swear or affirm that I am at least 18 years of age and a citizen of the United States; that I reside at the address shown and have resided in Minnesota for 20 days immediately preceding this election; that I am not under guardianship in which the court order revokes my right to vote; have not been found by a court to be legally incompetent to vote; and that I have the right to vote because, if convicted of a felony, my felony sentence has expired (been completed) or I have been discharged from my sentence; and that I am registered and will be voting only in this precinct. I understand that giving false information is a felony punishable by not more than five years imprisonment and a fine of not more than \$10,000, or both.

X

Voter Signature

2015 Minnesota Statutes

[Authenticate](#)

201.225 ELECTRONIC ROSTER AUTHORIZATION.

Subdivision 1. **Authority.** A county, municipality, or school district may use electronic rosters for any election. In a county, municipality, or school district that uses electronic rosters, the head elections official may designate that some or all of the precincts use electronic rosters. An electronic roster must comply with all of the requirements of this section. An electronic roster must include information required in section [201.221](#), subdivision 3, and any rules adopted pursuant to that section.

Subd. 2. **Technology requirements.** An electronic roster must:

- (1) be able to be loaded with a data file that includes voter registration data in a file format prescribed by the secretary of state;
- (2) allow for data to be exported in a file format prescribed by the secretary of state;
- (3) allow for data to be entered manually or by scanning a Minnesota driver's license or identification card to locate a voter record or populate a voter registration application that would be printed and signed and dated by the voter. The printed registration application can be either a printed form, labels printed with voter information to be affixed to a preprinted form, or a combination of both;
- (4) allow an election judge to update data that was populated from a scanned driver's license or identification card;
- (5) cue an election judge to ask for and input data that is not populated from a scanned driver's license or identification card that is otherwise required to be collected from the voter or an election judge;
- (6) immediately alert the election judge if the voter has provided information that indicates that the voter is not eligible to vote;
- (7) immediately alert the election judge if the electronic roster indicates that a voter has already voted in that precinct, the voter's registration status is challenged, or it appears the voter resides in a different precinct;
- (8) provide immediate instructions on how to resolve a particular type of challenge when a voter's record is challenged;
- (9) provide for a printed voter signature certificate, containing the voter's name, address of residence, date of birth, voter identification number, the oath required by section [204C.10](#), and a space for the voter's original signature. The printed voter signature certificate can be either a printed form or a label printed with the voter's information to be affixed to the oath;
- (10) contain only preregistered voters within the precinct, and not contain preregistered voter data on voters registered outside of the precinct;
- (11) be only networked within the polling location on election day, except for the purpose of updating absentee ballot records;
- (12) meet minimum security, reliability, and networking standards established by the Office of the Secretary of State in consultation with MN.IT;
- (13) be capable of providing a voter's correct polling place; and
- (14) perform any other functions necessary for the efficient and secure administration of the participating election, as determined by the secretary of state.

Electronic rosters used only for election day registration do not need to comply with clauses (1), (8), and (10). Electronic rosters used only for preregistered voter processing do

not need to comply with clauses (4) and (5).

Subd. 3. Minnesota Election Law; other law. Unless otherwise provided, the provisions of the Minnesota Election Law apply to the use of electronic rosters. Voters participating in the safe at home program must be allowed to vote pursuant to section B.06. Nothing in this section shall be construed to amend absentee voting provisions in chapter 203B.

Subd. 4. Election records retention. All voter signature certificates and voter registration applications printed from an electronic roster must be retained pursuant to section 204B.40. The electronic rosters must print voter signature certificates and voter registration applications on material that will remain legible through the period prescribed by section 204B.40. Data on election day registrants and voter history must be uploaded to the statewide voter registration system for processing by county auditors.

Subd. 5. Election day. (a) Precincts may use electronic rosters for election day registration, to process preregistered voters, or both. The printed election day registration applications must be reviewed when electronic records are processed in the statewide voter registration system. The election judges shall determine the number of ballots to be counted by counting the number of original voter signature certificates or the number of voter receipts.

(b) Each precinct using electronic rosters shall have a paper backup system approved by the secretary of state present at the polling place to use in the event that the election judges are unable to use the electronic roster.

Subd. 6. Reporting; certification. (a) A county, municipality, or school district that intends to use electronic rosters in an upcoming election must notify the Office of the Secretary of State at least 90 days before the first election in which the county, municipality, or school district intends to use electronic rosters. The notification must specify whether all precincts will use electronic rosters, and if not, specify which precincts will be using electronic rosters. The notification is valid for all subsequent elections, unless revoked by the county, municipality, or school district. If precincts within a county, municipality, or school district that were not included in the initial notification intend to use electronic rosters, a new notification must be submitted.

(b) The county, municipality, or school district that intends to use electronic rosters must certify to the Office of the Secretary of State at least 30 days before the election that the electronic rosters meet all of the requirements in this section.

History: 2014 c 288 art 1 s 1

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Brenda Fisk

From: Ginny Gelms <ginny.gelms@hennepin.us>
Sent: Thursday, May 12, 2016 1:07 PM
To: BrendaFisk@St-Bonifacius.mn.us
Cc: Jim Howitt
Subject: RE: e poll book agreement

Hi Brenda,

Jim is at an e-poll book train-the-trainer session today, so he forwarded your email for me to respond to. I've copied the relevant statutory authority for the county to designate precincts to use electronic rosters below. It seems like there is still some concern in St. Boni around using the poll books - is that correct? Can you tell me what the concern is specifically? As for the number, we already have you down for three poll books, which should be reflected in your agreement so you're good to go there.

<https://www.revisor.leg.state.mn.us/statutes/?id=201.225#stat.201.225.1>

201.225 ELECTRONIC ROSTER AUTHORIZATION.

Subdivision 1. Authority. A county, municipality, or school district may use electronic rosters for any election. In a county, municipality, or school district that uses electronic rosters, the head elections official may designate that some or all of the precincts use electronic rosters. An electronic roster must comply with all of the requirements of this section. An electronic roster must include information required in section 201.221, subdivision 3, and any rules adopted pursuant to that section.

Ginny Gelms, Elections Manager - Hennepin County
612-348-9289 / ginny.gelms@hennepin.us

-----Original Message-----

From: Jim Howitt
Sent: Thursday, May 12, 2016 12:51 PM
To: Ginny Gelms <ginny.gelms@hennepin.us>
Subject: FW: e poll book agreement

-----Original Message-----

From: BrendaFisk@St-Bonifacius.mn.us
Sent: Thursday, May 12, 2016 12:46 PM
To: Jim Howitt <Jim.Howitt@hennepin.us>
Subject: RE: e poll book agreement

Hi Jim, Can you email me the statute which gives the county the authority to require the use of the e poll books. Also can we request three books versus the automatic two? Thanks for your help. Brenda

-----Original Message-----

From: Jim Howitt [<mailto:Jim.Howitt@hennepin.us>]

AGREEMENT

THIS AGREEMENT, made by and between the COUNTY OF HENNEPIN, a political subdivision of the State of Minnesota ("County"), and the CITY OF ST BONIFACIUS ("City").

1. TERM OF THE AGREEMENT

This Agreement shall commence on June 6, 2016 and expire on February 28, 2023, unless cancelled or terminated earlier in accordance with the provisions of this Agreement.

2. EQUIPMENT LICENSE

During the term of this Agreement and subject to the terms herein, County hereby provides to City and grants City a limited, revocable, non-exclusive, royalty-free license to use 3 KNOWiNK Poll Pad Hardware and Software units, and 1 Verizon Jetpack Hotspot(s) (the "Election Equipment") exclusively for official election use. Unless County otherwise agrees in writing, said license is restricted to access and use of the Election Equipment by City's employees, contracted personnel and duly authorized election officials performing election duties and responsibilities on behalf of City.

The parties may agree by written addendum executed by all the parties to modify the quantity or definition of the Election Equipment included within the scope of this agreement. County hereby delegates authority to execute such an addendum to the Hennepin County Elections Manager. City hereby delegates authority to execute such an addendum to its _____.

Unless the parties otherwise agree, City shall provide and/or maintain, at City's sole cost and expense, secure wireless and other telecommunications necessary for the operation of the Election Equipment. Further and as necessary, City shall acquire or otherwise provide all subscriptions, accounts or other licenses necessary for the operation of the Election Equipment.

City shall secure, safeguard and control the Election Equipment, including but not limited to system authentication and passwords, in the same manner that City secures, safeguards and controls its own critical or confidential equipment, systems, software, data, passwords or other information. While the Election Equipment is in City's possession, custody and/or control, City shall exercise best efforts to (i) use and handle the Election Equipment in a manner that avoids damage or harm to the Election Equipment; (ii) use and handle the Election Equipment in accordance with County direction and any third-party specification; and (iii) safeguard and secure the Election Equipment from theft, loss or other damage.

City shall be responsible for implementation of the Election Equipment.

Unless the parties otherwise agree, County or its designated third-party vendor shall be perform all maintenance and repair of the Election Equipment. City shall not repair, change, modify or alter the Election Equipment unless expressly authorized by County or its designee. If any Election Equipment needs repair or maintenance, City shall follow the direction and process provided by County. City acknowledges and agrees that, as directed by County, (i) City may be required to deliver, at City's sole cost and expense, Election Equipment to County or its designee for maintenance and repair; and (ii) City may be required to provide access to the Election Equipment for inspection, maintenance or repair during City's regular business hours, including but not limited to granting the right to enter into and upon the premises where the Election Equipment is located.

Upon reasonable notice, County shall have the right to enter into and upon the premises where the Election Equipment is located for the purposes of inspecting the Election Equipment or observing its use. On an annual basis, during the term of this Agreement, City shall comply with County's request for verification of Election Equipment inventory.

Upon the express written permission of County's Election Manager, or her/his designee, City may sub-license Election Equipment to a school district within City's territorial boundaries. Said sub-license shall be made pursuant to a written agreement, between City and the school district and shall include substantially the same terms as those contained herein.

3. OWNERSHIP

County represents and warrants and City acknowledges and agrees that County is duly authorized to grant the license herein exclusively for use by City in its official elections. Pursuant thereto, use of the Election Equipment for any other purpose other than that authorized herein is strictly prohibited absent express written consent of County.

City acknowledges and agrees that the Election Equipment may contain proprietary and trade secret information that is owned by a third party and is protected under state and federal patent, copyright law or other laws, rules, regulations and decisions. City shall protect and maintain the proprietary and trade secret status of the Election Equipment.

4. DISCLAIMER, LIABILITY AND LIMITATION OF LIABILITY

COUNTY, BY AND THROUGH ITS DULY AUTHORIZED VENDOR, IS PROVIDING THE ELECTION 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.

CITY ACKNOWLEDGES AND AGREES THAT COUNTY DOES NOT OWN OR CONTROL THE DATA SOURCE/SYSTEM NECESSARY FOR OPERATION OF THE ELECTION EQUIPMENT. WITHOUT LIMITING THE FOREGOING, COUNTY DOES NOT WARRANT THE PERFORMANCE OF THE ELECTION EQUIPMENT OR RELATED COMMUNICATIONS OR CONNECTIONS TO ANY DATA SOURCE/SYSTEM, THAT THE DATA SOURCE/SYSTEM WILL BE UNINTERRUPTED OR ERROR FREE, THAT THE DATA IS ACCURATE, COMPLETE AND CURRENT OR THAT DATA DEFECTS WILL BE CORRECTED, OR THAT THE DATA SOURCE/SYSTEM IS FREE OF HARMFUL CODE.

IN NO EVENT SHALL COUNTY BE LIABLE FOR ACTUAL, DIRECT, INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL DAMAGES OR LOSS OF PROFIT, LOSS OF BUSINESS OR ANY OTHER FINANCIAL LOSS OR ANY OTHER DAMAGES EVEN IF COUNTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGE. COUNTY'S SOLE LIABILITY AND CITY'S SOLE AND EXCLUSIVE REMEDY FOR ANY DAMAGES RELATED TO THIS AGREEMENT, INCLUDING BUT NOT LIMITED TO LIABILITY FOR ELECTION EQUIPMENT NONPERFORMANCE, ERRORS OR OMISSIONS, SHALL BE LIMITED TO RESTORING OR CORRECTING THE ELECTION EQUIPMENT TO THE EXTENT AND DEGREE COUNTY IS CAPABLE OF PERFORMING THE SAME AND AS IS REASONABLY POSSIBLE UNDER THE PERTINENT CIRCUMSTANCES.

Subject to the foregoing limitation of liability and to the provisions (below) regarding responsibility for the costs related to lost, stolen, destroyed or damaged Election Equipment, each party shall be responsible for their own acts and omissions and the results thereof to the extent authorized by law. The parties are not agreeing, in any manner whatsoever, to be responsible for the acts or omissions of the other party. As applicable, County's liability is governed by the provisions of Minnesota Statutes, Chapter 466 and City's liability is governed by the provisions of _____. The statutory limits of liability for the parties may not be added together or stacked to increase the maximum amount of liability for either or both parties.

5. ROYALTY FREE LICENSE - OTHER COSTS

Except as expressly set forth below, City shall not pay County any amount for the license granted herein.

City shall be responsible for the cost and expense of Election Equipment delivery from and to a location as directed by County.

Except for routine wear and tear resulting from use in conformance with the terms herein, City shall be responsible for and shall pay all costs, including but not limited to

shipping costs, necessary for the repair or replacement of lost, stolen, destroyed or damaged Election Equipment.

Upon expiration or termination of this Agreement for any reason, City shall, at City's sole cost and expense, deliver, or have delivered, the Election Equipment to County or its designee, complete and in good order and working condition, except with respect to Election Equipment with defects attributable to County's vendor or supplier.

6. TERMINATION

This Agreement may be terminated by either party upon seven (7) day written notice to the other. Termination of this Agreement by either party and for any reason shall not relieve City of any duties or obligations hereunder including but not limited to the obligation to safely and securely return and deliver the Election Equipment as set forth above.

7. DATA PRACTICES

The parties, their officers, agents, owners, partners, employees, volunteers and subcontractors shall abide by the provisions of the Minnesota Government Data Practices Act, Minnesota Statutes, chapter 13 (MGDPA) and all other applicable state and federal laws, rules, regulations and orders relating to data privacy or confidentiality, which may include the Health Insurance Portability and Accountability Act of 1996 (HIPAA).

8. ADDITIONAL PROVISIONS

The parties shall comply with all applicable federal, state and local statutes, regulations, rules and ordinances currently in force or later enacted including but not limited to the MGDPA, Minnesota Statutes section 16C.05, subd 5 and Minnesota Statutes section 471.425, subd. 4a and, as applicable, COUNTY's Affirmative Action Policy.

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.

This Agreement shall be governed by and construed in accordance with the laws of the State of Minnesota.

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. Except as expressly provided herein, 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.

City shall not assign, sublicense or transfer this Agreement or the rights, duties and obligations herein, either in whole or in part, without the prior written consent of County, and any attempt to do so shall be void and of no force and effect.

It is expressly understood and agreed that the obligations and warranties of City and County hereof shall survive the completion of performance and termination or cancellation of this Agreement.

THE REMAINDER OF THIS PAGE IS BLANK.

APPROVAL

Reviewed by the County
Attorney's Office

Date: _____

COUNTY OF HENNEPIN
STATE OF MINNESOTA

By: _____
County Administrator

Date: _____

CONTRACTOR
CONTRACTOR warrants that the person who
executed this Agreement is authorized to do so on
behalf of CONTRACTOR as required by applicable
articles, bylaws, resolutions or ordinances*.

CITY OF ST BONIFACIUS

Printed Name: _____

Printed Title: _____

Date: _____