



**FOREST LAKE AREA SCHOOLS
FOREST LAKE, MN 55025**

March 6, 2014

AGENDA ITEM: 9.6

**TOPIC: JOINT POWERS AGREEMENT BETWEEN ANOKA COUNTY
AND FOREST LAKE INDEPENDENT SCHOOL DISTRICT
NO. 831 FOR ADMINISTRATIVE SERVICES RELATED TO
THE MAY 20, 2014 SPECIAL ELECTION**

BACKGROUND: In order to receive assistance in election services, the school district is entering into a joint powers agreement with Anoka County.

PROCESS: Minn. Stat. 471.59 authorizes local governmental units to enter into joint powers agreement with other governmental units to perform on behalf of that unit any service or function which that government would be authorized to provide for itself.

RECOMMENDATION: The Administration is requesting approval of the Joint Powers Agreement between Anoka County and Forest Lake Independent School District No. 831 for Administrative Services Related to the May 20, 2014 Special Election. Agreement shall commence on March 1, 2014 and end on June 6, 2014.

Anoka County Contract No. C0003105
JOINT POWERS AGREEMENT BETWEEN
ANOKA COUNTY AND FOREST LAKE INDEPENDENT SCHOOL DISTRICT #831
FOR ADMINISTRATIVE SERVICES RELATED TO THE MAY 20, 2014 SPECIAL ELECTION

This is a Joint Powers Agreement between the County of Anoka ("County") and Forest Lake Independent School District #831 ("School District") entered into pursuant to Minn. State. 471.59, for the provision of election services by Anoka County on behalf of the School District.

I. DURATION OF CONTRACT

This contract will be in effect for the period beginning on March 1, 2014 and ending on June 6, 2014.

II. CONTRACT RENEWAL AND TERMINATION

This contract may not be renewed. The contract may be terminated with 30 days written notice by either party.

III. COUNTY RESPONSIBILITIES

Except as otherwise provided in this contract, the County will perform the statutory duties of School District Clerk, as related to the conduct of elections by performing the following service:

- A. Provide for retention of election records as required by statute;
- B. Recruit, train, and supervise staff to carry out the duties specified in this contract;
- C. Provide election-related information on the County web site;
- D. Administer campaign financial reporting activities;
- E. Plan, organize, and administer the activities of all voting equipment system components and associated devices used in Anoka County precincts;
- F. Procure and administer agreements for programming, layout and printing of ballots for School District; ensure invoices are directed to the school district;
- G. Provide election forms, supplies, and other related materials for each polling place;
- H. Test ballot counters and ballot marking devices; conduct preliminary tests and public accuracy tests of voting systems utilized in the elections;
- I. Coordinate delivery of equipment and supplies to and from each polling place and in-person absentee voting location;
- J. Prepare and publish election notices; provide invoice to school district for publication costs;
- K. Mail to each household with a registered voter a notice as required by Minnesota Statutes §204B.16, subd. 1a; (polling places); provide invoice to school district for printing and mailing costs;
- L. Prepare and distribute statutorily required election notices for posting.
- M. Identify and arrange for the use of polling places for the elections;
- N. Set pay rate for election judges;
- O. Recruit, hire, train, assign, and pay Election Judges and prepare resolution appointing election judges for school board approval;
- P. Provide invoice to school district for reimbursement of Election Judge pay;
- Q. Administer all provisions of MN Statute Chapter 204B related to absentee voting for the election;
- R. Provide voting stations for absentee voting;
- S. Compile and report election results and election statistics for dissemination to the appropriate canvassing boards and the public;

- T. Conduct recounts for the School District offices and ballot questions.

IV. SCHOOL DISTRICT RESPONSIBILITIES

The School District will perform the following election-related responsibilities:

- A. Designate a person who will be the principal contact for the County;
- B. Retain permanent archive of election results;
- C. Prepare maps of school district election districts and precinct boundaries and provide to the county in electronic format and printed copies as requested;
- D. Provide final approval for polling place locations;
- E. Provide proof of general liability and worker's compensation insurance (Hold Harmless Agreement) to polling place administrators as requested.
- F. Reimburse county for election judge payments;
- G. Approve roster of election judges and provide for appointment by the School Board;
- H. Execute equipment lease agreements;
- I. Provide the information to be printed on the ballot required in Minnesota Statutes §126C.17, subdivision 9(a);
- J. Provide the title and text of School District questions to be placed on the ballot;
- K. Provide vehicles and personnel for delivery of equipment and supplies to each polling place as necessary or required;
- L. Prepare and mail the notice to each taxpayer in the School District required by Minnesota Statutes §126C.17, subdivision 9(b);
- M. Conduct official canvass of election results following each School District election.

V. INDEMNIFICATION

Each Party agrees that it will be responsible for its own acts, including its agents and the results thereof to the extent authorized by law and shall not be responsible for the acts of the other Party and the results thereof.

VI. LEGAL REPRESENTATION

The Anoka County Attorney's office will advise and represent the County in all election-related matters, except that the School District Attorney and/or designee will advise and represent the School District.

VII. ELECTION COSTS AND PAYMENTS

The base cost of election services provided by the County to the School District under this agreement shall be \$1439 per precinct. The District also agrees to pay for the cost of ballot printing, legal notice publication costs, cost of election judge salaries, and printing.

The County shall submit an invoice to the School District for 50% of the base cost of election services upon execution of the contract. Invoices for the balance of the base cost and the actual cost of other items and services covered by this contract shall be submitted to the School District no later than 30 days following the election.

In the event of early termination of this contract by the school district, Anoka County shall bill the school district and the school district shall be responsible for all costs incurred by the county under this agreement, up to and including the date notice of cancellation is received by the county.

VIII. INDEPENDENT CONTRACTOR

It is agreed that nothing in this contract is intended or should be construed as creating the relationship of agents, partners, joint ventures, or associates between the parties hereto or as constituting the County as the employee of the School District for any purpose or in any manner whatsoever. The County is an independent contractor and neither it, its employees, agents, nor its representatives are employees of the School District. From any amounts due the County, there shall be no deductions for federal income tax or FICA payments, nor for any state income tax, nor for any other purposes which are associated with an employer-employee relationship unless required by law. Payment of federal income tax; FICA payments, and state income taxes are the responsibility of the County.

IX. DATA PRACTICES

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

X. ENTIRE AGREEMENT

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

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands.

COUNTY OF ANOKA

By: _____
Rhonda Sivarajah, Chair
County Board of Commissioners
Dated: _____

INDEPENDENT SCHOOL DISTRICT #831

By: _____
Its: _____
Independent School District ____
Dated: _____

APPROVED AS TO FORM

By: _____
County Attorney
Dated: _____