

**JOINT POWERS AGREEMENT BETWEEN
WASHINGTON COUNTY AND THE SCHOOL DISTRICT OF FOREST LAKE FOR
THE PURPOSE OF MANAGING THE SCHOOL DISTRICT'S ELECTIONS**

This Joint Powers Agreement is entered into by and between the County of Washington, State of Minnesota (hereinafter "County") and Forest Lake School District 831, State of Minnesota (hereinafter "School District") in order for the County to provide certain election services for the School District.

WHEREAS, the County has certain election-related duties imposed upon it under Minnesota election law and other relevant state and federal laws; and

WHEREAS, the School District has certain election related duties imposed upon it under Minnesota election law and other relevant state and federal laws; and

WHEREAS, the School District and County agree that efficiencies and economies of scale make it desirable for the County to assume some of the School District's election related responsibilities; and

WHEREAS, MINN. STAT. § 471.59 authorizes local governmental units to enter into joint powers agreements 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.

NOW, THEREFORE, pursuant to MINN. STAT. § 471.59 and the various Chapters of the Minnesota Election Laws, the County and School District (hereinafter "Parties") agree as follows:

I. TERM OF AGREEMENT

A. This Agreement shall commence on March 1, 2014 and terminate when either party gives the other party a notice of termination pursuant to paragraph I.B. of this Agreement. In no event shall this Agreement be terminated prior to December 31, 2014.

- B. This Agreement may only be terminated on January 1 of an odd year. To effect termination, either party must give its notice to terminate to the other party no later than May 1 of the even year prior to the January 1 termination date.
- C. This Agreement shall only apply to all Primary, General and Special School District Elections.

II. COUNTY RESPONSIBILITIES

The County will assume the following election duties which are assigned to the School District under Minnesota election law and other relevant state and federal laws:

- A. The County shall be responsible for recruitment, training and assignment of election judges.
- B. The County shall be responsible for the payment of the election judges' salaries.
 - 1. The amount of salary paid to election judges shall be the salary established by the municipal board prior to a state, county and/or municipal election.
- C. The County shall arrange for the use of optical scan voting systems and attendant polling place equipment for every primary, special or general election identified in this Agreement.
- D. The County will coordinate for the placement and use of election equipment at each polling place.
 - 1. Election Equipment for purposes of this Agreement shall mean voting booths, polling place signs, flags, stands and supply boxes.

2. In the event that additional or replacement Election Equipment is needed at a polling place, the County shall purchase the Equipment and bill the School District for the cost of this additional or replacement Election Equipment.
 3. Notwithstanding anything in this Agreement that may be to the contrary, the School District shall be responsible to replace any lost, stolen, damaged or destroyed Election Equipment and will hold the County harmless if any of the Election Equipment is lost, stolen, damaged or destroyed while in the care and custody of the County.
- E. The County shall arrange for the use of polling places in the School District.
1. In the case of School District and special elections where no state, county or municipal election is being concurrently held, the County shall consult with the School District prior to establishing polling locations.
- F. The County shall be responsible to provide election forms, supplies and other related materials for each polling place and to publish any required primary or general sample ballots.
- G. The County shall conduct preliminary tests and public accuracy tests of voting systems and publish and post notices of the public accuracy tests.
- H. The County shall be responsible for the programming, layout and printing of ballots for the School District.

- I. The County shall administer absentee voting for the School District.
- J. The County shall process absentee ballots, including but not limited to accepting or rejecting absentee ballots according to law, for each school district election pursuant to Minnesota Statutes section 203B.12-203B.13. The County may hire election judges to assist with this process.
- K. The County shall be responsible for the compiling and reporting election results and election statistics and providing election related information on the County's web site.
- L. The County shall on behalf of the School District provide to School District officials, candidates and the public information and assistance relating to election procedures.
 - 1. Notwithstanding the above subparagraph, the County shall not be responsible to provide the School District with legal advice concerning questions related to election law, and the School District will seek any such advice from the School District Attorney and other School District officials.
- M. If requested by the School District, the County shall provide the School District with technical assistance in matters of reapportionment following a decennial census.

III. SCHOOL DISTRICT RESPONSIBILITIES

The School District shall be responsible for the following under this agreement:

- A. The School District shall designate a principal contact person for the County. This individual shall be available to assist as necessary on election day.

- B. The School District shall be responsible for preparing the resolution for the School Board establishing polling places and determining precinct boundary changes.
- C. The School District shall be responsible for preparing a resolution for the School Board delegating to the County the authority to process absentee ballots, including a provision authorizing the County to accept or reject absentee ballots for each school district election.
- D. The School District shall provide to the County the title and text of School District ballot questions and provide the certification of candidate names for School District offices and texts of School District ballot questions.
- E. The School District shall perform the duties of candidate filing officer, providing to candidates the candidate filing packets.
 - 1. Candidate filing packets shall include acceptance of affidavits of candidacy, petitions and information to campaign committees.
- F. The School District shall administer initial and ongoing campaign financial reporting and economic disclosure activities; prepare, post and publish election notices; post sample ballots at the School District Office and conduct the official canvass of election results following each School District election.
- G. The School District shall retain election records for a period not less than twenty-two (22) months after each School District election and retain a permanent archive of election results.
- H. The School District shall conduct the official canvass of election results following each School District election

IV. RECOUNTS

The parties recognize that under Minnesota State law the School District Clerk or designee serves as the recount official for recounts conducted by the School Board or School District Canvassing Board. If mutually agreed by the Parties, a County official may act as the recount official.

A. The Parties will determine the duties, responsibilities and cost reimbursements for any such recount agreement.

V. LEGAL REPRESENTATION

The County shall not be responsible to provide the School District with legal advice concerning questions of election law, and the School District will seek such legal advice from its School District Attorney. Moreover, the School District Attorney shall approve in a timely manner the format of the School District ballot prior to the ballot being printed.

A. The County Attorney shall advise and represent the County in its performance of this Agreement.

VI. COST

A schedule of costs is attached hereto as Exhibit A.

A. The School District shall pay the County for the services hereunder upon presentation of an invoice detailing the costs incurred. Payment shall be due within thirty (30) days of receipt of the invoice by the School District.

B. The Parties agree that the County may amend the costs to the School District from time to time by giving the School District 30 days notice of the new costs. The notice of the new costs shall be given to the School

District no later than April 15 of an even numbered year or the new cost shall not apply until January 1 of the odd numbered year.

VII. ANNUAL MEETING AND REPORT

Between November 15 and December 15 of each year, the County will meet with the School District to review the performances under this Agreement. The County will provide the School District with a report for the previous year and will inform the School District of any issues that are likely to affect performances in the coming year.

VIII. TERMINATION

Upon termination of this Agreement, all property held pursuant to the Agreement shall be distributed to the Party providing the property.

IX. DATA PRACTICES

All data created, collected, received, maintained or disseminated for any purpose in the course of this Agreement is governed by the Minnesota Data Practices Act, MINN. STAT. CHAPT. 13, or any rules adopted to implement the Act, and any other applicable state or federal law relating to data privacy.

X. ENTIRE AGREEMENT

It is understood and agreed that the entire agreement of the Parties is contained herein and that this Agreement supersedes all oral agreements and negotiations between the Parties relating to the subject matter hereof.

IN WITNESS WHEREOF, the parties have subscribed their names as of the date first written above.

WASHINGTON COUNTY

SCHOOL DISTRICT OF FOREST LAKE

By: _____
Autumn Lehrke, Chair
Washington County Board of Commissioners

By: _____
Mr. Rob Raphael, School Board President

Approved:

By: _____
Molly O'Rourke, County Administrator

By: _____
Dr. Linda M. Madsen, Superintendent

By: _____
Assistant County Attorney

Recommended:

By: _____
Director, Washington County Property
Records and Taxpayer Services Department