

AGREEMENT FOR ELECTION SERVICES

THIS AGREEMENT, made and entered into this ____ day of _____, 2019 by and between the Forest Lake School District 831, herein referred to as the "School District", and Washington County, a body politic and corporate, herein referred to as "County" pursuant to the authority contained in Minnesota Statutes 471.59, which authorizes the joint and cooperative exercise of powers common to contracting parties by agreement.

WITNESS:

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'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 (hereinafter "Parties") agree as follows:

SECTION ONE-PARTIES

The School District hereby contracts with the County to perform, and the County hereby agrees to perform, the election services hereinafter described. This agreement shall only apply to Primary, General, and Special School District Elections.

SECTION TWO-SERVICES

COUNTY RESPONSIBILITIES

The County shall perform 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 to determine the pay rate of election judges for the payment of the election judges' salaries and other authorized mileage and expenses.
- 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 with the School District for the placement and use of election equipment at each polling place.
 - a. Election equipment for purposes of this Agreement shall mean voting booths, polling place signs, flags, stands and School District supply boxes.
 - i. 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.
 - ii. 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.
- 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 be responsible for the compiling and reporting election results and election statistics and providing election related information to the Office of Secretary of State's election reporting system.
- K. 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.
 - a. 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.

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 establishing polling places and preparing the resolution for the School Board establishing polling places and determining precinct boundary changes.
- C. 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.
- D. The School District shall prepare a resolution authorizing the County to designate an absentee ballot board for the purpose of accepting and rejecting ballots for the School District.
- E. The School District shall perform the duties of candidate filing officer, providing to candidates the candidate filing packets.
 - a. 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.

SECTION THREE-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.

SECTION FOUR - 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.

SECTION FIVE - AGREEMENT PRICE

The School District shall pay a fee to the County for election services. The election fee schedule is approved by the County Board and establishes the fee(s) associated with each election year. The School District will be billed for election services upon the completion of the election. The County will provide an invoice to the School District no later than 60 days after the election payable 30 days after providing said billing.

The School District will be billed for the actual costs of appointed election judges salaries and other authorized mileage and expenses to perform duties within their election precincts and for the actual costs of appointed election judges and/or temporary employees' salaries and other authorized mileage and expenses to perform absentee voting duties at the absentee voting locations.

The School District will be billed for the actual cost of ballots.

The School District will be billed for absentee voting costs per the county fee schedule.

The School District will be billed for additional or replacement Election Equipment, if needed at a polling place.

SECTION SIX - INDEPENDENT CONTRACTOR

It is understood and agreed between the parties that the County is an independent contractor and not an employee of the School District. The School District shall not be required to maintain any insurance coverage needed in connection with the performance of the County services, including but not limited to automobile liability insurance, workers compensation insurance and public liability insurance.

SECTION SEVEN - DURATION AND TERMINATION

This Agreement shall commence on January 1, 2020 and remain in force until terminated by either party giving the other party a six-month written notice of its intent to terminate the Agreement. Mutual agreement of both parties can terminate the agreement immediately, however the agreement cannot be cancelled during an even numbered year.

SECTION EIGHT – ENTIRE AGREEMENT

It is understood and agreed that the entire agreement of the Parties is contained herein and that this Agreement terminates, replaces and supersedes the prior Joint Powers Agreement between the parties entered into on March 1, 2014.

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement the day and year first above written.

SCHOOL OF FOREST LAKE DISTRICT 831

WASHINGTON COUNTY

By _____
School Board Chair

By _____
Stan Karwoski, County Board Chair

Attest _____
School District Administrator

By _____
Molly O'Rourke, County Administrator

Recommended By:

Jennifer Wagenius
Director, Property Records and Taxpayer Services

Approved as to form by:

Assistant Washington County Attorney