

Contract between Yellow Medicine County and Independent School District 2167 for Specific Election Services

This contract is made by and between the County of Yellow Medicine (“County”) (acting through the Yellow Medicine County Property & Public Services Department) and Independent School District 2167-Lakeview School (“School District”).

WHEREAS, the School District has called a special election for November 4, 2025 (“November 2025 election”); and

WHEREAS, the County is experienced in running elections and the parties desire for the County to provide election services to the District for the November 2025 election.

NOW THEREFORE, for good and valuable consideration of the mutual terms, provisions, and conditions hereinafter set forth, the parties agree as follows:

I. Duration of Contract

This contract will be in effect upon approval of the parties. This contract will terminate 30 days after the election on November 4, 2025, or when all activities under the contract have been completed.

II. Contract Extension and Amendment

This contract may be extended or otherwise amended by mutual written agreement of the County and School District.

III. County Responsibilities

- A. Assist in drafting election notices for timely publication, posting or mailing;
- B. Provide election forms, supplies and other related materials;
- C. Administer absentee voting for all counties within the School District (Lyon and Yellow Medicine);
- D. Coordinate absentee ballot board activities;
- E. Operate, test, demonstrate, and provide technical support for all electronic voting systems;
- F. Coordinate election specific coding/programming services for voting system memory cards, ballot layout, and ballot printing;
- G. Conduct election judge training;
- H. Conduct preliminary and public accuracy tests of voting systems for all precincts;
- J. Provide election materials, ballots and electronic voting systems to each polling location;
- K. Compile and report election results and election statistics to the appropriate canvassing boards and the public; and
- L. Coordinate and conduct recount if needed.

IV. School District Responsibilities

The School District will perform the following election-related responsibilities for the November 2025 election:

- A. Authorize County to coordinate programming, layout and printing of ballots with appropriate vendors;
- B. Provide the title and text in electronic format of School District candidates and offices or voter questions to be placed on the ballot;
- C. Provide final approval on ballot quantity for County to order;
- D. Provide final approval of the ballot, polling locations and appointment of election judges;
- E. Provide authorization for the use of an absentee ballot board pursuant to Minn. Stat. § 203B.121;
- F. Prepare and publish, post or mail required election notices when required;
- G. Be responsible for damage or theft to any voting system or ballot box;
- H. Conduct official canvass of election following November 2025 election;
- I. Retain final election record for at least 22 months following each election; and
- J. Retain permanent record of final election results;

V. Insurance

During the term of this contract, the School District will maintain, through commercially available insurance or on a self-insured basis, property insurance coverage on the electronic voting systems for the repair or replacement of the voting equipment if damaged or stolen. The School District is responsible for any deductible under its policy. Otherwise, each party hereby waives and releases the other party, their employees, agents, officials and officers from all claims, liability and causes of action for loss, damage to or destruction of the waiving party's property resulting from fire or other perils covered in the standard property insurance coverage maintained by the parties. Furthermore, each party agrees that it will look to its own property insurance for reimbursement for any loss and shall have no rights of subrogation against the other party.

VI. Indemnification

Each party to this contract will defend, hold harmless and indemnify the other parties, their officials, agents and employees from any liability, loss and damage it may suffer as a result of demands, claims, judgments or costs including, but not limited to, attorney's fees and disbursements, arising out of or related to the indemnifying party's performance or failure of performance under this contract. This provision shall not be construed nor operate as a waiver of any applicable limits of or exceptions to liability set by law. This provision will survive the termination of this contract.

VII. Legal Representation

The County Attorney's Office shall advise and represent the County in all election-related matters, and the School District's legal counsel shall advise the School District on election-related matters. The parties and, as needed, their legal counsel shall cooperate as may be reasonably requested concerning matters covered by this Contract.

VIII. Election Costs and Payments

The County will charge the School District for ballot layout & printing and election equipment programming costs as invoiced to the county by third party vendors. The County will also charge \$3.50 per absentee ballot application processed, which includes health care facility outreach materials. A flat fee of \$150.00 will be charged to cover the extended office hours required on the Saturday and Monday just prior to the November 4th, 2025 election date. The County will invoice the School District for these costs and School District shall make payment to the County within sixty (60) days of the date on which the invoice is received.

These costs do not include election judge wages and expenses as necessary to provide healthcare facility outreach voting services. The School District is responsible for all election judge wages and expenses related to School District election and will provide the forms and processing necessary for payment to each judge.

IX. 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. The County is an independent contractor, and neither 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 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.

X. 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.

XI. Entire Contract

This contract shall constitute the entire agreement between the parties and shall supersede all prior oral and written negotiations. This contract cannot be changed altered or changed except as provided in a written agreement signed by all parties.

IN WITNESS WHEREOF, the parties hereto have executed this agreement on the day, month and year indicated.

COUNTY OF YELLOW MEDICINE

INDEPENDENT SCHOOL DISTRICT 2167

By:

By:

JOHN BERENDS, CHAIR

JASON LOUWAGIE, CHAIR

Dated: _____

Dated: _____

ATTESTED BY:

By:

ANGIE STEINBACH,
COUNTY ADMINISTRATOR

VICKI MYERS, CLERK

Dated: _____

Dated: _____

By:

JANEL TIMM,
PROPERTY & PUBLIC SERVICES DIR.

Dated: _____