

Aitkin County Board of Commissioners
Request for County Board Action/Agenda Item Cover Sheet



To: Chairperson, Aitkin County Board of Commissioners Date: October 16, 2012

Via: Patrick Wussow, County Administrator

From: Kirk Peysar, County Auditor

Title of Item:

Secretary of State Recount Agreement

Requested Meeting Date: October 23 Estimated Presentation Time: n/a

Presenter: Kirk Peysar

Type of Action Requested (check all that apply)

- For info only, no action requested
- Approve under Consent Agenda
- For discussion only with possible future action
- Adopt Ordinance Revision
- Let/Award Bid or Quote (attach copy of basic bid/quote specs or summary of complex specs, each bid/quote received & bid/quote comparison)
- Approve/adopt proposal by motion
- Approve/adopt proposal by resolution (attach draft resolution)
- Authorize filling vacant staff position
- Request to schedule public hearing or sale
- Other (please list) _____
- Request by member of the public to be heard
- Item should be addressed in closed session under MN Statute _____

Fiscal Impact (check all that apply)

- Is this item in the current approved budget? Yes No (attach explanation)
- What type of expenditure is this? Operating Other (attach explanation)
- Revenue line account # that funds this item is: _____
- Expenditure line account # for this item is: _____

Staffing Impact (Any yes answer requires a review by Human Resources Manager before going to the board)

- Duties of a department employee(s) may be materially affected. Yes No
- Applicable job description(s) may require revision. Yes No
- Item may impact a bargaining unit agreement or county work policy. Yes No
- Item may change the department's authorized staffing level. Yes No



Supporting Attachment(s)


- Memorandum Summary of Item
- Copy of applicable county policy and/or ordinance (excerpts acceptable)
- Copy of applicable state/federal statute/regulation (excerpts acceptable)
- Copy of applicable contract and/or agreement
- Original bid spec or quote request (excluding complex construction projects)
- Bids/quotes received (excluding complex construction projects, provide comparison worksheet)
- Bid/quote comparison worksheet
- Draft County Board resolution
- Plat approval check-list and supporting documents
- Copy of previous minutes related to this issue
- Other supporting document(s) (please list) _____

Provide eleven (11) copies of supporting documentation NO LATER THAN Wednesday at 8:00am to make the Board's agenda for the following Tuesday. Items WILL NOT be placed on the Board agenda unless complete documentation is provided for mailing in the Board packets. (see reverse side for details)

Kirk Peysar
Aitkin County Auditor
209 Second Street Northwest Room 202
Aitkin, Minnesota 56431
218.927.7354

October 16, 2012

To: Board of Commissioners

From: Kirk Peysar, County Auditor 

Re: MN Secretary of State Recount Agreement

In the event of a state general election recount, a recount agreement has been prepared so that arrangements are in place should it become necessary to conduct a recount in any state or federal race. Reimbursement to the county is three cents per ballot cast. If no recounts occur there would be no reimbursement.

I am requesting approval for Board Chair and my signatures on the agreement.

STATE OF MINNESOTA
JOINT POWERS AGREEMENT

This agreement is between the State of Minnesota, acting through its Office of the Secretary of State ("State") and the County Auditor of each of the Counties or the City Clerk of each of the cities listed in Appendix A. ("Contractor").

Recitals

Under Minn. Stat. § 471.59, subd. 10, and Minnesota Rules, subpart 8235.0200 the State is empowered to engage such assistance as deemed necessary. The State is in need of election recount services for the automatic recount of votes pursuant to Minnesota Statutes, section 204C.35, subd. 1 for the 2012 general election, as necessary for state offices. The Contractor represents that it is duly qualified and agrees to perform all services described in this contract to the satisfaction of the State.

Agreement

1 Term of Agreement

- 1.1 *Effective date:* October 1, 2012, or the date the State obtains all required signatures under Minnesota Statutes Section 16C.05, subdivision 2, whichever is later.
- 1.2 *Expiration date:* December 31, 2012, or until all obligations have been satisfactorily fulfilled, whichever occurs later.

2 Agreement between the Parties

The Contractor will act as a Deputy Recount Official designated by the Secretary of State pursuant to Minnesota Rules, part 8235.0200 and will conduct a recount as necessary of the votes cast in the county in which the Contractor is the County Auditor and in any additional jurisdiction mutually agreed upon by Contractor and State, pursuant to the provisions of Minnesota Statutes and Minnesota Rules relating to recounts, the Minnesota 2012 Recount Guide, all of which are attached to this contract as Appendices B, C and D, respectively, as well as the information provided during the Web streaming video transmission to counties of November 20, 2012, and any other guidance provided to the Deputy Recount Official by the State. Appendix A is the list of participating jurisdictions and it will be updated prior to the commencement of the recount to reflect all participating jurisdictions. The general election recount will begin on November 28, 2012 at 9:00 A.M. and recounts will continue until all ballots in the jurisdictions being counted by the Deputy Recount Official are counted or designated as challenged. In the event that an election contest is filed in any of these elections and the court takes jurisdiction, the State may cancel the relevant portion of this contract immediately and without any further cause. The State and Contractor agree that this process will be completed on December 5, 2012 for any general election recount, unless civil litigation delays completion. The results of the recount, along with all explanatory notes and any ballots challenged by candidates in the election shall be securely forwarded and provided to the State by personal delivery or express courier for delivery to the State, at the expense of the State at the conclusion of the recount process in the county or city.

3. Payment

- a) *Compensation.* The Contractor will be paid three cents for each ballot handled in the course of any recount covered by this agreement, with a minimum payment of \$100 if a recount occurs in the Contractor's jurisdiction. The Contractor will submit a log of all ballots handled to State to verify the total.
- b) *Travel.* No travel expenses will be paid.

The total obligation of the State under this agreement will not exceed an aggregate of \$100,000 for all Contractors for the general election.

4 **Authorized Representatives** The State's Authorized Representative is Gary Poser, Director of Elections, 180 State Office Building, Saint Paul MN 55155, 651-556-0612, or his/her successor, and has the responsibility to monitor the Contractor's performance and the authority to accept the services provided under this contract. If the services are satisfactory, the State's Authorized Representative will certify acceptance on each invoice submitted for payment.

The Governmental Unit's Authorized Representative is the County Auditor or municipal clerk who has signed the contract.

5 Assignment, Amendments, Waiver, and Contract Complete

- 5.1 *Assignment.* The Governmental Unit may neither assign nor transfer any rights or obligations under this agreement without the prior

consent of the State and a fully executed Assignment Agreement, executed and approved by the same parties who executed and approved this agreement, or their successors in office.

5.2 *Amendments.* Any amendment to this agreement must be in writing and will not be effective until it has been executed and approved by the same parties who executed and approved the original agreement, or their successors in office.

5.3 *Waiver.* If the State fails to enforce any provision of this agreement, that failure does not waive the provision or its right to enforce it.

5.4 *Contract Complete.* This agreement contains all negotiations and agreements between the State and the Governmental Unit. No other understanding regarding this agreement, whether written or oral, may be used to bind either party.

6. **Liability**

The Governmental Unit will indemnify, save, and hold the State, its agents, and employees harmless from any claims or causes of action, including attorney's fees incurred by the State, arising from the performance of this agreement by the Governmental Unit or the Governmental Unit's agents or employees. This clause will not be construed to bar any legal remedies the Governmental Unit may have for the State's failure to fulfill its obligations under this agreement.

Signatures for this agreement are being obtained by the signing of counterparts. Each Contractor will sign signature block #2 and return the entire agreement document to Jenny Kurz, Office of the Secretary of State, 60 Empire Drive, Suite 100, Saint Paul MN 55103-2141.

1. **STATE ENCUMBRANCE VERIFICATION**

Individual certifies that funds have been encumbered as required by Minn. Stat. §§ 16A.15, and 16C.05.

Signed: Jenny Kurz
Date: 9/21/12

SWIFT Contract No. 53492 SWIFT PO 480

2. **GOVERNMENTAL UNIT**

By: _____

Print Name: _____

Title: _____

Address: _____

Telephone Number: _____

Date: _____

By: _____

Print Name: _____

Title: _____

Address: _____

Telephone Number: _____

Date: _____

3. **STATE AGENCY**

By: [Signature]
(with delegated authority)
Title: DIRECTOR OF ELECTIONS
Date: 9-21-12

4. **COMMISSIONER OF ADMINISTRATION**
delegated to Materials Management Division

By: _____

Date: _____

SWIFT Contract No. 53492

APPENDICES ATTACHED:

APPENDIX A – List of Participating Jurisdictions

APPENDIX B – Minnesota Statutes Relating to Recounts

APPENDIX C – Minnesota Rules Relating to Recounts

APPENDIX D – Minnesota 2012 Recount Guide