

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



To: Chairperson, Aitkin County Board of Commissioners Date: June 18, 2014

Via: Roxy Traxler, Interim County Administrator

From: Kirk Peysar, County Auditor

Title of Item:

Secretary of State primary and general election recount agreements

Requested Meeting Date: 6/24 Estimated Presentation Time: n/a

Presenter: Kirk Peysar, County Auditor

**Type of Action Requested** (check all that apply)

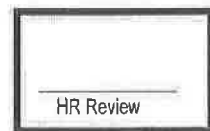
- For info only, no action requested
- Approve under Consent Agenda
- For discussion with possible action
- Adopt Ordinance Revision
- Let/Award Bid or Quote (attach copy of basic bid/quote specs or summary of complex specs, each bid/quote received & bid/quote comparison)
- Approve/adopt proposal by 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  Capital  Other (attach explanation)
- Revenue line account # that funds this item is: 01-060.5840
- Expenditure line account # for this item is: 01-060.xxxx

**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) agreements (2)

**Provide (1) copy of supporting documentation NO LATER THAN Wednesday at Noon to make the Board's agenda for the following Tuesday. (If your packet contains colored copies, please provide (4) paper copies of supporting documentation as we do not have a color printer or copier.) Items WILL NOT be placed on the Board agenda unless complete documentation is provided for the Board packets.**

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

June 18, 2014

To: County Board

From: Kirk Peysar, County Auditor

Re: Secretary of State-Joint Powers Agreements-Primary and General Election  
Recounts

The Minnesota Secretary of State has asked that a joint powers agreement be executed to authorize the payment of primary/general election recount expenses to Aitkin County in the event of a recount at the Federal, State, or Judicial level(s). The term of the agreement will be from July 1, 2014 to December 31, 2014.

The request is to authorize board chair and my signature to the agreements.

**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 2014 primary election, as necessary for federal and 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:* July 1, 2014, 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, 2014, 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 2014 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 to be provided on a date to be determined by State, and any other guidance provided to the Deputy Recount Official by 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 primary election recount will begin on August 20, 2014 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 August 22, 2014 for any primary 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 \$ 50,000 for all Contractors for the primary 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: 6/12/14

SWIFT Contract No. 79328 SWIFT PO 1112

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: Deputy Secretary of State

Date: 6/14/14

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

By: \_\_\_\_\_

Date: \_\_\_\_\_

**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**

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Signed: Jenny Kurz

Date: 6/12/14

SWIFT Contract No. 79331 SWIFT PO 1113

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: Deputy Secretary of State

Date: 6/12/14

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County	Name of Deputy Recount Official	Title of Deputy Recount Official	Phone Number	Start Date	Start Time	Recount Address	Room Name or Number	Number of Teams <small>Updated 6/17/2014</small>
Aitkin	Kirk Peysar	County Auditor	218-927-7324	December 1st	9:00 AM	40 Club Convention Center 960 2nd Street NW Aitkin, MN	N/A	4
Anoka	Cindy Reichert	Elections Manager	763-323-5277	December 1st	9:00 AM	Govt Center 2100 3rd Ave S Anoka, MN	Atrium/Lobby	10
Becker	Mary E. Hendrickson	Acting County Auditor-Treasurer	218-846-7311	December 1st	9:00 AM	Courthouse – Courts Addition 915 Lake Ave Detroit Lakes, MN	1st Floor Courtroom	3
Beltrami	JoDee Treat	County Auditor-Treasurer	218-333-4175	December 1st	9:00 AM	Admin Bldg 701 Minnesota Ave NW Bemidji, MN	County Board Room	6
Benton	Karri Thorsten	County Auditor - Treasurer	320-968-5006	December 1st	9:00 AM	Govt Center 531 Dewey St Foley, MN	County Board Room	2-4
Big Stone	Michelle R. Knutson	County Auditor	320-839-6366	December 1st	9:00 AM	Courthouse 20 2nd St SE Ortonville, MN	Commissioners Room	2
Blue Earth	Patty O'Connor	Director Taxpayer Services	507-304-4300	December 1st	9:00 AM	Govt. Center 410 South Fifth St Mankato, MN	Elections Room	2
Brown	Marlin C. Helget	County Auditor-Treasurer	507-233-6617	December 1st	9:00 AM	Law Enforcement Ctr 14 S. Washington St New Ulm, MN	Training Lab Room #B11	3-5
Carlton	Paul G. Gassert	County Auditor-Treasurer	218-384-9133	December 1st	9:00 AM	Courthouse 301 Walnut Ave Carlton MN	Board Room	TBD
Carver	Laurie Davies	County Auditor-Treasurer	952-361-1907	December 1st	9:00 AM	Govt Center 600 E 4th St Chaska, MN	Township Hall Conf Room	4
Cass	Sharon K. Anderson	County Auditor-Treasurer	218-547-7260	December 1st	9:00 AM	Land Dept & Service Center 218 Washburn Ave E Backus, MN	Land Dept Public Meeting Room	6 to 8