



October 8, 2021

Mayor  
City  
Address

## County Administrator

Re: Cass County Joint Powers Election Agreement

Dear Mayor,

Cass County greatly appreciates the strong partnership we have with municipalities and school districts for the administration of elections. These partnerships have been successful for many years and we have every confidence they will remain so for many years to come.

Enclosed you will find a draft agreement between Cass County and the City of (name). The intent of this MOU is simply to memorialize the largely informal agreement between Cass County and municipalities and school districts for the provision of election-related services.

You may be aware that former Cass County Auditor/Finance Director Mike Montplaisir retired earlier this year. Mike was an election resource and source of institutional knowledge not only for Cass County, but also for many municipalities, school districts and other counties. Prior to Mr. Montplaisir's retirement he encouraged me to formalize these agreements. The enclosed draft Joint Powers Agreement is an attempt to do just that.

Brandy Madrigga is the new Cass County Finance Director. She leads a dedicated staff and I have every confidence the Finance Office will continue to provide exceptional support in all phases of the election process.

The Cass County Commission will consider adoption of this JPA at the Board meeting on October 18<sup>th</sup>. Please provide any feedback or questions you have about the MOU prior to that date. If the County Commission approves the draft JPA, an updated version, including a signature page will be provided to all municipalities and school districts the County partners with for election services.

Cass County hopes to finalize these agreements as soon as possible, but no later than December 31, 2021. If you have any questions – or would like a representative of Cass County to address your Board related to this MOU, please do not hesitate to contact me.

Thank you,

Robert W. Wilson  
Cass County Administrator

Robert W. Wilson  
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## JOINT POWERS AGREEMENT

**THIS AGREEMENT** is entered into by and between the following political subdivisions: County of Cass, hereinafter referred to as “County”, Cities of Alice, Amenia, Argusville, Arthur, Ayr, Briarwood, Buffalo, Casselton, Davenport, Enderlin, Fargo, Frontier, Gardner, Grandin, Harwood, Horace, Hunter, Kindred, Leonard, Mapleton, North River, Oxbow, Page, Prairie Rose, Reiles Acres, Tower City, and West Fargo, and respective Parks Boards, hereafter referred to as “City” and the Public School Districts of Central Cass, Enderlin, Fargo, Maple Valley, Mapleton, May-Port CG, Northern Cass, Hope-Page, and West Fargo, hereafter referred to as “District”.

1. **PURPOSE OF AGREEMENT:** The purpose of the agreement is to provide the terms by which the County, City, and District shall coordinate the holding of their general elections in conjunction with the County’s Primary Election. It being understood that in addition to the coordination of their General Elections, the parties may, from time to time, agree to contract with the County for the administration of their Special Elections in a manner consistent with this agreement and as may otherwise agree to by and between the entities holding such special elections. It is the intent of the parties in entering this agreement to provide for the procedures to be followed relative to the scheduling and administration of such elections and to provide for the division of costs for election officials and any other monetary disbursements relative to such elections.
2. **AUTHORITY:** This agreement is authorized by Article VII, Section 10 of the Constitution of the State of North Dakota (Joint Exercise of Power and Transfer of Powers), North Dakota Century Code (NDCC) chapters 54-40 (Joint Exercise of Government Powers), 40-49 (Park District Elections), 40-21 (City Elections), and 15.1-09 (School District Elections).
3. **PLAN:** The parties agree to the following implementation:
  - (a) Each entity shall be responsible for enforcement of the policies, laws, and ordinances relative to the distribution and review of petitions of candidates and for the filing of said petitions in their respective offices.
  - (b) The City and District will receive an election calendar from the Cass County Finance Office.
  - (c) The County will publish a sample ballot, notice of election and abstract of votes for the County, City, and District for the joint election in the official newspaper for Cass County. The City and District will each be responsible for any additional required legal publication.
  - (d) The City and District shall certify to the County the names of all eligible candidates for office immediately after the candidate filing deadline on the sixty-fourth day before the election in the order in which they are to be listed on the ballot. The County will enter all provided information and provide a copy to the City and District to proof and approve. The County will be responsible for the actual printing of ballots and will assume all costs for printing unless with the City or District’s information the ballot then becomes more than a two-sided ballot.
  - (e) The City has the authority under NDCC Section 16.1-04-01(1)(b) to alter the number and size of voting precincts within the City and, by this Agreement, transfers that authority to the County.

(f) The County shall be responsible for establishing and managing the polling locations for the joint elections, including setting the hours polls are to be open. Polling hours shall be consistent throughout the County. The City or District shall be responsible for costs associated with use of City or District owned facilities for polling purposes.

(g) The County shall be responsible for naming the election board, including inspectors, for the joint elections in accordance with NDCC Title 16.1.

(h) The County shall provide and maintain necessary poll books required by law.

(i) The canvassing board shall be the County Canvassing Board in accordance with NDCC Title 16.1.

(j) Within 5 days after the results of an election are declared by the canvassing board, the County shall certify to the City and District, the official results of the election. The City and/or the District shall be responsible for issuing a Certificate of Election to each person elected for a position with the respective governmental entity.

(k) The County shall administer absentee balloting in accordance with NDCC Title 16.1. Absentee voter applications shall be available from the County for joint elections; absentee ballots for joint elections shall be handled by the County.

4. **COSTS:**

(a) The County, City, and District shall share in the savings provided by holding joint elections.

(b) The County shall pay all costs associated with the Election and Canvassing Boards in joint elections.

(c) If the County is asked to administer a Special Election for the City or District, the Polling Locations, Election Boards, Poll Books, and Printing costs shall be the responsibility of the City or District.

(d) A City initiating a ward system where only citizens within the ward vote on commission/board candidates will be responsible for the additional costs of ballot splits.

(e) If a City or District requires that absentee or vote-by-mail applications be sent to all potential voters, the City or District shall be responsible for the related costs.

5. **RECOUNT:** In the event a recount is properly demanded or is required by law according to NDCC 16.1-16-01 for a City or District election which as been combined with the County according to the law and this agreement, the County Auditor (Finance Director) shall conduct the recount according to NDCC 16.1-16-01 and certify the new results of the election to the City Auditor or School District Business Manager who shall be responsible for issuing new certificates of election if applicable.

(a) In the event a recount is properly demanded or is required by law according to NDCC 16.1-16-01 for a special City or District election which has not been combined with the County according to the law and this agreement, the City Auditor or School Business Manager, to the extent applicable, shall conduct the recount and perform all duties of the County Auditor.

(b) The expenses incurred in a recount of a City or District election, whether or not the election was combined with the County, must be paid by the City or District.

6. **DURATION:** This agreement shall take effect on January 1, 2022 and continue until December 31, 2022. Thereafter, this agreement automatically renews for an annual term commencing on the first day of January and ending on the 31<sup>st</sup> day of December, unless any of the parties notify the other parties in writing of its intention to withdraw, modify or amend this agreement. That

written notice must be provided on or before October 1<sup>st</sup> of the year of withdrawal. A written notice of intent to withdraw from this agreement shall be effective on the 31<sup>st</sup> day of December of the year in which the notice is received.

7. **AMENDMENTS:** Any modifications or amendments to this agreement must be in writing signed by an authorized representative of each party.

Add individual signature page for the county and specific city or school district.

DRAFT