

JOINT POWERS AGREEMENT

THIS JOINT POWERS AGREEMENT (the “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, Reile’s 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 all related administrative costs including but not limited to staffing costs, mileage, postage, etc.

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 has 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 31st 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 1st of the year of withdrawal. A written notice of intent to withdraw from this Agreement shall be effective on the 31st day of December of the year in which the notice is received.

7. **INSURANCE AND LIABILITY:** To the fullest extent permitted by law, actions by the parties pursuant to this Agreement are intended to be and shall be construed as a “cooperative activity” and it is the intent of the parties that they shall be deemed a “single governmental unit” for the purpose of liability. The parties shall maintain liability coverage with the North Dakota Insurance Reserve Fund with a minimum limit equal to the maximum liability limit in N.D.C.C. § 32-12.1-03.

Under no circumstances shall a party be required to pay on behalf of itself and other parties, any amounts in excess of the limits on liability established in North Dakota Century Code Chapter 32-12.1, applicable to any one (1) party. The limits of liability for some or all of the parties may not be added together to determine the maximum amount of liability for each party.

8. **LITIGATION AND DEFENSE:** The County shall defend the City and District and their officers, agents, employees, and volunteers against all third party claims or suits arising in whole or in part from any act or omission of the parties in connection with performance of this Agreement. Nothing in this Agreement shall constitute a waiver of the statutory limits of liability set forth in N.D.C.C. § 32-12.1-03. Nothing herein shall be construed to provide insurance coverage to an officer, employee, agent, or volunteer of any party for any act or omission for which the officer, employee, agent, or volunteer is guilty of malfeasance in office, willful neglect of duty or bad faith.

In the event a claim or suit is made against a party in connection with the performance of this Agreement, the party shall immediately notify the other parties of such claim or suit. The County shall investigate, handle, respond to, and provide defense for and defend against, any such claim or suit at its sole expense and shall bear all other costs and expenses related thereto, even if the County believes the claim or suit is groundless, false, or fraudulent. The County shall be entitled to reimbursement of defense cost incurred in defending the claim or suit on behalf of the City and/or District. The County shall first apply any and all available and/or applicable insurance proceeds against said claim or suit. In the event that such insurance proceeds are insufficient to satisfy the costs associated with such claim or suit, and only after the application of insurance proceeds, said costs shall then be paid by funds available to the County, subject to reimbursement by the City and/or District.

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

10. **NOTICE:** All notices required under this Agreement will be deemed sufficiently given when delivered or deposited in the United States mail in certified form with postage fully prepaid and addressed as follows:

If to Cass County: Cass County, North Dakota
Attn: County Administrator
211 9th St. S.
Fargo, ND 58103

If to Alice: City of Alice, North Dakota
Attn: City Auditor
517 Main Ave
Alice, ND 58031

If to Amenia: City of Amenia, North Dakota
Attn: City Auditor
203 Alley St.
Amenia, ND 58004

If to Argusville: City of Argusville, North Dakota
Attn: City Auditor
602 Lynn Dawn Dr.
Argusville, ND 58005

If to Arthur: City of Arthur, North Dakota
Attn: City Administrator
PO Box 161
Arthur, ND 58006

If to Ayr: City of Ayr, North Dakota
Attn: City Auditor
2941 141 Ave SE
Buffalo, ND 58011

If to Briarwood: City of Briarwood, North Dakota
Attn: City Auditor
7 Briarwood Pl.
Briarwood, ND 58104

If to Buffalo: City of Buffalo, North Dakota
Attn: City Auditor
PO Box 126
Buffalo, ND 58011

If to Casselton: City of Casselton, North Dakota
Attn: City Auditor
PO Box 548
Casselton, ND 58012

If to Davenport: City of Davenport, North Dakota
Attn: City Auditor
PO Box 217
Davenport, ND 58021

If to Enderlin: City of Enderlin, North Dakota
Attn: City Auditor
PO Box 130
Enderlin, ND 58027

If to Fargo: City of Fargo, North Dakota
Attn: City Administrator
225 4th St N
Fargo, ND 58102

If to Frontier: City of Frontier, North Dakota
Attn: City Auditor
5202 32nd St S
Fargo, ND 58104

If to Gardner: City of Gardner, North Dakota
Attn: City Auditor
409 Front St
Gardner, ND 58036

If to Grandin: City of Grandin, North Dakota
Attn: City Auditor
PO Box 234
Grandin, ND 58038

If to Harwood: City of Harwood, North Dakota
Attn: City Auditor
PO Box 65
Harwood, ND 58042

If to Horace: City of Horace, North Dakota
Attn: City Administrator
PO Box 99
Horace, ND 58047

If to Hunter: City of Hunter, North Dakota
Attn: City Auditor
PO Box 56
Hunter, ND 58048

If to Kindred: City of Kindred, North Dakota
Attn: City Auditor
PO Box 158
Kindred, ND 58051

If to Leonard: City of Leonard, North Dakota
Attn: City Auditor
PO Box 307
Leonard, ND 58052

If to Mapleton:	City of Mapleton, North Dakota Attn: City Auditor PO Box 9 Mapleton, ND 58059
If to North River:	City of North River, North Dakota Attn: City Auditor PO Box 24 Galesburg, ND 58035
If to Oxbow:	City of Oxbow, North Dakota Attn: City Auditor PO Box 176 Kindred, ND 58051
If to Page:	City of Page, North Dakota Attn: City Auditor PO Box 62 Page, ND 58064
If to Prairie Rose:	City of Prairie Rose, North Dakota Attn: City Auditor 3514 41 st Ave S Fargo, ND 58104
If to Reile's Acres:	City of Reile's Acres, North Dakota Attn: City Auditor 4635 35 th Ave N Reile's Acres, ND 58102
If to Tower City:	City of Tower City, North Dakota Attn: City Auditor PO Box 55 Tower City, ND 58071
If to West Fargo:	West Fargo, North Dakota Attn: City Administrator 800 Fourth Ave E, Ste. 1 West Fargo, ND 58078
If to Central Cass School District 17:	Central Cass School District Attn: Superintendent 802 5 th St N Casselton, ND 58012
If to Enderlin Area School District:	Enderlin School District Attn: Superintendent 410 Bluff St Enderlin, ND 58027

If to Fargo Public Schools:	Fargo Public Schools Attn: Superintendent 7007 7th Street South Fargo, ND 581023
If to Maple Valley School District:	Maple Valley School District Attn: Superintendent PO Box 168 Tower City, ND 58071
If to Mapleton Public Schools:	Mapleton Public Schools Attn: Superintendent 300 1 st St S Mapleton, ND 58059
If to May-Port CG School District:	May-Port CG School District Attn: Superintendent 900 Main St W Mayville, ND 58257
If to Northern Cass School District 97:	Northern Cass School district 97 Attn: Superintendent 16021 18 th St SE Hunter, ND 58048
If to Hope-Page Public School District 85:	Hope-Page Public School District 85 Attn: Superintendent PO Box 26 Page, ND 58064
If to West Fargo Public Schools:	West Fargo Public Schools Attn: Superintendent 207 Main Ave W West Fargo, ND 58078

11. **GOVERNING LAW:** This Agreement shall be controlled by the laws of the State of North Dakota. Any action brought as a result of any claim, demand, or cause of action arising under the terms of this Agreement must be brought in an appropriate venue in the State of North Dakota.
12. **ENTIRE AGREEMENT:** This Agreement contains the entire understanding of the parties.
13. **BINDING EFFECT:** This Agreement will inure to the benefit of and will be binding upon the parties, and their respective successors and assigns.
14. **SEVERABILITY:** If any court of competent jurisdiction finds any provisions of this Agreement is invalid, illegal, or unenforceable, that portion will be deemed severed from this Agreement, and all remaining terms and provisions of this Agreement will remain binding and enforceable. The parties, however, agree that this Agreement will be reformed to replace any invalid, illegal, or unenforceable provision or portion of this Agreement with an alternative provision that is enforceable and bears as close a resemblance as possible to any provision determined to be invalid,

illegal, or unenforceable.

15. **COOPERATION:** The parties agree to cooperate fully, to execute any and all additional documents, and to take any and all additional actions that may be necessary or appropriate to give full force and effect to the basic terms and intent of this Agreement and to accomplish the purposes of this Agreement.
16. **ELECTRONIC SIGNATURES:** The parties acknowledge and agree that this Agreement may be executed by electronic signature, which shall be considered an original signature for all purposes and shall have the same force and effect as an original signature.

(Remainder of page intentionally left blank.)

Signature Page for Cass County, North Dakota

The governing body of Cass County, North Dakota, approved this Agreement on the 15th day of November, 2021.

COUNTY:

Cass County, North Dakota

By:  _____

Its: Commission chair man

ATTEST:

By:  _____

Its: Commission Assistant

Signature Page for the City of Alice, North Dakota

The governing body of the City of Alice, North Dakota, approved this Agreement on the 2 day of Dec,
 , 2021.

CITY:

City of Alice, North Dakota

By: 

Its: Mayor

ATTEST:

By: Lori Schmidt

Its: auditor

Signature Page for City of Amenia, North Dakota

The governing body of the City of Amenia, North Dakota, approved this Agreement on the 1 day of Nov
 , 2021.

CITY:

City of Amenia, North Dakota

By: Tom Rath

Its: Mayor

ATTEST:

By: Ardene Myers

Its: City Auditor

Signature Page for the City of Argusville, North Dakota

The governing body of the City of Argusville, North Dakota, approved this Agreement on the 20 day of December, 2021.

CITY:

City of Argusville, North Dakota

By: Darren C. Utzel

Its: Mayor - City of Argusville

ATTEST:

By: [Signature]

Its: Auditor - Argusville

Signature Page for the City of Arthur, North Dakota

The governing body of the City of Arthur, North Dakota, approved this Agreement on the 13 day of December, 2021.

CITY:

City of Arthur, North Dakota

By: [Signature]

Its: Mayor

ATTEST:

By: [Signature]

Its: Auditor

Signature Page for the City of Ayr, North Dakota

The governing body of the City of Ayr, North Dakota, approved this Agreement on the 30 day of December, 2021.

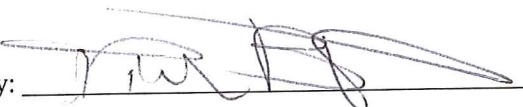
CITY:

City of Ayr, North Dakota

By: 

Its: Commission Chairman

ATTEST:

By: 

Its: Commission Assistant

Signature Page for the City of Briarwood, North Dakota

The governing body of the City of Briarwood, North Dakota, approved this Agreement on the 14 day of December, 2021.

CITY:

City of Briarwood, North Dakota

By: 

Its: Mayor

ATTEST:

By: 

Its: Auditor

Signature Page for the City of Buffalo, North Dakota

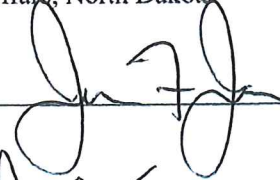
The governing body of the City of Buffalo, North Dakota, approved this Agreement on the 13 day of December, 2021.

CITY:

City of Buffalo, North Dakota

By: _____

Its: _____



Mayor

ATTEST:

By: DR. Ohman _____

Its: _____

Signature Page for the City of Casselton, North Dakota

The governing body of the City of Casselton, North Dakota, approved this Agreement on the 6th day of December, 2021.

CITY:

City of Casselton, North Dakota

By: *John Anderson*

Its: MAYOR

ATTEST:

By: *Shirley LeClaymond*

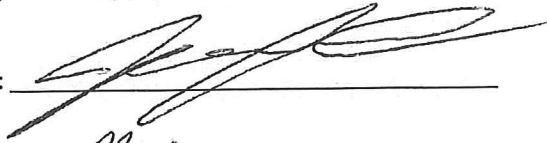
Its: City Auditor

Signature Page for the City of Davenport, North Dakota

The governing body of the City of Davenport, North Dakota, approved this Agreement on the 3 day of January, ~~2021~~ 2022

CITY:

City of Davenport, North Dakota

By: 
Its: Mayor

ATTEST:

By: Mark Boster
Its: City Auditor

*Not participating in JPA, spoke with County Administrator, Robert Wilson

Signature Page for the City of Enderlin, North Dakota

The governing body of the City of Enderlin, North Dakota, approved this Agreement on the __ day of _____, 2021.

CITY:

City of Enderlin, North Dakota

By: _____

Its: _____

ATTEST:

By: _____


Its: _____

Signature Page for the City of Fargo, North Dakota

The governing body of the City of Fargo, North Dakota, approved this Agreement on the 27 day of Dec, 2021.

CITY:

City of Fargo, North Dakota

By: 

Its: Mayor

ATTEST:

By: 

Its: City Attorney

Signature Page for the City of Frontier, North Dakota

The governing body of the City of Frontier, North Dakota, approved this Agreement on the 13 day of Dec, 2021.

CITY:

City of Frontier, North Dakota

By:  _____

Its: Mayor _____

ATTEST:

By: Joann Brandenburg _____

Its: auditor _____

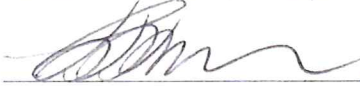
Signature Page for the City of Gardner, North Dakota

The governing body of the City of Gardner, North Dakota, approved this Agreement on the 13th day of Dec., 2021.

CITY:

City of Gardner, North Dakota

By: Todd Kalm, Mayor

Its: 

ATTEST:

By: Shannon Kalash, Auditor

Its: 

Signature Page for the City of Grandin, North Dakota

The governing body of the City of Grandin, North Dakota, approved this Agreement on the 8 day of Feb, 2022

CITY:

City of Grandin, North Dakota

By: Kelly C. Kyles

Its: MAYOR

ATTEST:

By: Tracey Dahl

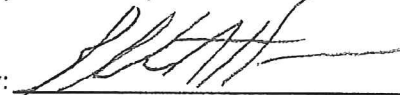
Its: Auditor

Signature Page for the City of Harwood, North Dakota

The governing body of the City of Harwood, North Dakota, approved this Agreement on the 3rd day of January, 2021.

CITY:

City of Harwood, North Dakota

By: 

Its: Mayor of Harwood

ATTEST:

By: Carney Eggermont

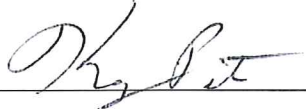
Its: Harwood City Auditor

Signature Page for the City of Horace, North Dakota

The governing body of the City of Horace, North Dakota, approved this Agreement on the 6th day of December, 2021.

CITY:

City of Horace, North Dakota

By: 

Its: Mayor

ATTEST:

By: 

Its: City Administrator

Signature Page for the City of Hunter, North Dakota

The governing body of the City of Hunter, North Dakota, approved this Agreement on the 3 day of March, 2022.

CITY:

City of Hunter, North Dakota

By: _____


Its: _____


Mayor

ATTEST:

By: _____

Its: _____


Councilperson

Signature Page for the City of Kindred, North Dakota

The governing body of the City of Kindred, North Dakota, approved this Agreement on the 1st day of December, 2021.

CITY:

City of Kindred, North Dakota

By: 

Its: Mayor

ATTEST:

By: 

Its: City Auditor

Signature Page for the City of Leonard, North Dakota

The governing body of the City of Leonard, North Dakota, approved this Agreement on the 3 day of January 2022, 2021.

CITY:

City of Leonard, North Dakota

By: Mayor, Tracey S. Jacobson

Its: _____

ATTEST:

By: Trina R. Nuell

Its: City Auditor



Signature Page for the City of Mapleton, North Dakota

The governing body of the City of Mapleton, North Dakota, approved this Agreement on the 17th day of December, 2021.

CITY:

City of Mapleton, North Dakota

By: 

Its: Mayor

ATTEST:

By: 


Its: Auditor

Signature Page for the City of North River, North Dakota

The governing body of the City of North River, North Dakota, approved this Agreement on the 11th day of January, 2021.


CITY:

City of North River, North Dakota

By: 

Its: North River Mayor

ATTEST:

By: 

Its: North River Auditor

Signature Page for the City of Oxbow, North Dakota

The governing body of the City of Oxbow, North Dakota, approved this Agreement on the 15th day of December, 2021.

CITY:

City of Oxbow, North Dakota

By: [Signature]

Its: Mayor

ATTEST:

By: [Signature]

Its: City Auditor

Signature Page for the City of Page, North Dakota

The governing body of the City of Page, North Dakota, approved this Agreement on the 13th day of December, 2021.

CITY:

City of Page, North Dakota

By: Tom Hudson

Its: Mayor

ATTEST:

By: Judy L Johnson

Its: City Auditor

Signature Page for the City of Prairie Rose, North Dakota

The governing body of the City of Prairie Rose, North Dakota, approved this Agreement on the 7th day of December, 2021.

CITY:

City of Prairie Rose, North Dakota

By: Rick Callen

Its: Mayor

ATTEST:

By: Robert L. Staloch

Its: Auditor

Signature Page for the City of Reile's Acres, North Dakota

The governing body of the City of Reile's Acres, North Dakota, approved this Agreement on the 14 day of DEC, 2021.

CITY:

City of Reile's Acres, North Dakota

By: 
Shane Amundson

Its: Mayor

ATTEST:

By: 
Nic Miller

Its: City Auditor

Signature Page for the City of Tower City, North Dakota

The governing body of the City of Tower City, North Dakota, approved this Agreement on the 7 day of March, 2021. 2022

CITY:

City of Tower City, North Dakota

By: Stacey Lijja

Its: Mayor

ATTEST:

By: J. Herselman

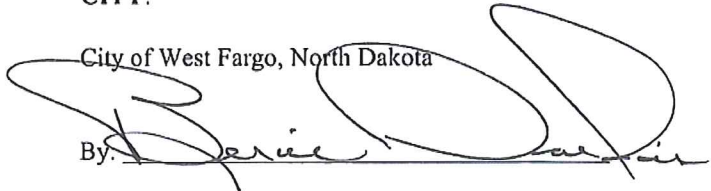
Its: Auditor

Signature Page for the City of West Fargo, North Dakota

The governing body of the City of West Fargo, North Dakota, approved this Agreement on the 16th day of Dec., 2021.

CITY:

City of West Fargo, North Dakota

By: 

Its: President WFC
Commission

ATTEST:

By: 

Its: City Administrator

Signature Page for Central Cass School District, North Dakota

The governing body of Central Cass School District approved this Agreement on the 29 day of Nov
 , 2021.

DISTRICT: -

Central Cass School District

By: Magn Forester

Its: Superintendent.

ATTEST:

By: Tomela Uth

Its: Business Manager

Signature Page for Enderlin Area School District, North Dakota

The governing body of Enderlin Area School District approved this Agreement on the 11th day of January, 2022

DISTRICT:

Enderlin Area School District

By: Paul Billig, President

Its: _____

ATTEST:

By: Tommy Boeden

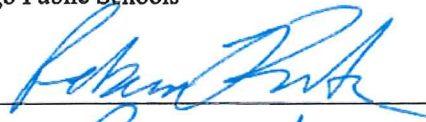
Its: Business Manager

Signature Page for Fargo Public Schools, North Dakota

The governing body of Fargo Public Schools approved this Agreement on the 8th day of March, 2022.

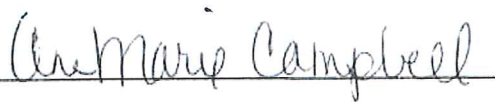
DISTRICT:

Fargo Public Schools

By: 

Its: President

ATTEST:

By: 

Its: School Board Secretary

*Not participating, spoke with County Administrator, Robert Wilson

Signature Page for Maple Valley School District, North Dakota

The governing body of Maple Valley School District approved this Agreement on the __ day of _____, 2021.

DISTRICT:

Maple Valley School District

By: _____

Its: _____

ATTEST:

By: _____


Its: _____

Signature Page for Mapleton Public Schools, North Dakota

The governing body of Mapleton Public Schools approved this Agreement on the 12 day of 13, 2021

DISTRICT:

Mapleton Public Schools

By: 

Its: Board President

ATTEST:

By: 

Its: Business Manager

Signature Page for May-Port CG School District, North Dakota

The governing body of May-Port CG School District approved this Agreement on the 10 day of January, 2022.

DISTRICT:

May-Port CG School District

By: Maclava Hudson

Its: Board President

ATTEST:

By: Decenna Kille

Its: Business Manager

Signature Page for Northern Cass School District 97, North Dakota

The governing body of Northern Cass School District 97 approved this Agreement on the 13 day of December 2021.

DISTRICT:

Northern Cass School District 97

By: [Signature]

Its: Board President

ATTEST:

By: [Signature]

Its: Business Manager

Signature Page for Hope-Page Public School District 85, North Dakota

The governing body of Hope-Page Public School District 85 approved this Agreement on the 9 day of December, 2021.

DISTRICT:

Hope-Page Public School District 85

By: Juianne Larch

Its: Board President

ATTEST:

By: [Signature]

Its: Business Manager

Signature Page for West Fargo Public Schools, North Dakota

The governing body of West Fargo Public Schools approved this Agreement on the 13 day of Dec, 2021.

DISTRICT:

West Fargo Public Schools

By: Jim Jonas

Its: School Board President

ATTEST:

By: L. B. H.

Its: Business Manager