



Board of County Commissioners Agenda Request

2N
Agenda Item #

Requested Meeting Date: August 11, 2020

Title of Item: Primary and General Election Recount Agreements

<input type="checkbox"/> REGULAR AGENDA	Action Requested:	<input type="checkbox"/> Direction Requested
<input checked="" type="checkbox"/> CONSENT AGENDA	<input checked="" type="checkbox"/> Approve/Deny Motion	<input type="checkbox"/> Discussion Item
<input type="checkbox"/> INFORMATION ONLY	<input type="checkbox"/> Adopt Resolution (attach draft)	<input type="checkbox"/> Hold Public Hearing* <i>*provide copy of hearing notice that was published</i>

Submitted by:
Kirk Peysar, County Auditor

Department:
County Auditor

Presenter (Name and Title):
Kirk Peysar, County Auditor

Estimated Time Needed:
n/a

Summary of Issue:

In the event of a Federal, State or Judicial office recount in either the Primary or General election(s). The agreements authorize the Aitkin County Auditor to act on behalf of the Minnesota Secretary of State to conduct the recount(s), if any. Compensation is established at 4 cents per ballot, with a \$100 minimum.

Alternatives, Options, Effects on Others/Comments:

Recommended Action/Motion:

Authorize signatures to agreements with the MN Secretary of State for recounts.

Financial Impact:

Is there a cost associated with this request? Yes No
What is the total cost, with tax and shipping? \$ as attached
Is this budgeted? Yes No *Please Explain:*

**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. ("Governmental Unit").

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 2020 primary election, as necessary for state offices. The Governmental Unit represents that it is duly qualified and agrees to perform all services described in this agreement to the satisfaction of the State.

Agreement

1 Term of Agreement

- 1.1 *Effective date: July 1, 2020*, or the date the State obtains all required signatures under Minnesota Statutes Section 16C.05, subdivision 2, whichever is later.
- 1.2 *Expiration date: September 1, 2020*, or until all obligations have been satisfactorily fulfilled, whichever occurs later.

2 Agreement between the Parties

The Governmental Unit 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 Governmental Unit is the County Auditor and in any additional jurisdiction mutually agreed upon by Governmental Unit and State, pursuant to the provisions of Minnesota Statutes and Minnesota Rules relating to recounts, the Minnesota Recount Guide, all of which are attached to this agreement 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 21, 2020 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 agreement immediately and without any further cause. State and Governmental Unit agree that this process will be completed on August 25, 2020 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.* Governmental Unit will be paid four 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 Governmental Unit's jurisdiction. The Governmental Unit 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 Governmental Units for the primary election.

4. Authorized Representatives

The State's Authorized Representative is David Maeda, Director of Elections, 180 State Office Building, Saint Paul MN 55155, 651-556-0612, or his successor, and has the responsibility to monitor the Governmental Unit's performance and the authority to accept the services provided under this agreement. 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 agreement.

5 Assignment, Amendments, Waiver, and Agreement 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 **Agreement 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.

7. Termination

Either party may terminate this agreement upon thirty days' written notice to the other party. State may terminate this agreement immediately if no recounts are requested pursuant to law during the statutory request period.

8. E-Verify certification (In accordance with Minn. Stat. § 16C.075)

For services valued in excess of \$50,000, Governmental Unit certifies that as of the date of services performed on behalf of the State, Governmental Unit and all its subcontractors will have implemented or be in the process of implementing the federal E-Verify Program for all newly hired employees in the United States who will perform work on behalf of the State. Governmental Unit is responsible for collecting all subcontractor certifications and may do so utilizing the E-Verify Subcontractor Certification Form available at <http://www.mmd.admin.state.mn.us/doc/VerifySubCertForm.doc>. All subcontractor certifications must be kept on file with Governmental Unit and made available to the State upon request.

9. State audits

Under Minn. Stat. § 16C.05, subd. 5, the books, records, documents, and accounting procedures and practices of the Governmental Unit relevant to this Agreement are subject to examination by the State and/or the State Auditor or Legislative Auditor, as appropriate, for a minimum of six years from the end of this Agreement.

10. Government data practices and intellectual property

10.1 Government data practices. The Governmental Unit and State must comply with the Minnesota Government Data Practices Act, Minn. Stat. ch. 13, (or, if the State contracting party is part of the Judicial Branch, with the Rules of Public Access to Records of the Judicial Branch promulgated by the Minnesota Supreme Court as the same may be amended from time to time) as it applies to all data provided by the State under this Agreement, and as it applies to all data created, collected, received, stored, used, maintained, or disseminated by the Governmental Unit under this Agreement. The civil remedies of Minn. Stat. § 13.08 apply to the release of the data governed by the Minnesota Government Practices Act, Minn. Stat. ch. 13, by either the Governmental Unit or the State.

If the Governmental Unit receives a request to release the data referred to in this clause, the Governmental Unit must immediately notify and consult with the State's Authorized Representative as to how the Governmental Unit should respond to the request. The Governmental Unit's response to the request shall comply with applicable law.

10.2 Intellectual property rights.

(a) Intellectual property rights. The State owns all rights, title, and interest in all of the intellectual property rights, including copyrights, patents, trade secrets, trademarks, and service marks in the works and documents created and paid for under this Agreement. The "works" means all inventions, improvements, discoveries (whether or not patentable), databases, computer programs, reports, notes, studies, photographs, negatives, designs, drawings, specifications, materials, tapes, and disks conceived, reduced to practice, created or originated by the Governmental Unit, its employees, agents, and subcontractors, either individually or jointly with others in the performance of this Agreement. "Works" includes documents. The "documents" are the originals of any databases, computer programs, reports, notes, studies, photographs, negatives, designs, drawings, specifications, materials, tapes, disks, or other materials, whether in tangible or electronic forms, prepared by the Governmental Unit, its employees, agents, or subcontractors, in the performance of this Agreement. The documents will be the exclusive property of the State and all such documents must be immediately returned to the State by the Governmental Unit upon completion or cancellation of this Agreement. To the extent possible, those works eligible for copyright protection under the United States Copyright Act will be deemed to be "works made for hire." The Governmental Unit assigns all right, title, and interest it may have in the works and the documents to the State. The Governmental Unit must, at the request of the State, execute all papers and perform all other acts necessary to transfer or record the State's ownership interest in the works and documents.

(b) Obligations

(1) Notification. Whenever any invention, improvement, or discovery (whether or not patentable) is made or conceived for the first time or actually or constructively reduced to practice by the Governmental Unit, including its employees and subcontractors, in the performance of this Agreement, the Governmental Unit will immediately give the State's Authorized Representative written notice thereof, and must promptly furnish the State's Authorized Representative with complete information and/or disclosure thereon.

(2) Representation. The Governmental Unit must perform all acts, and take all steps necessary to ensure that all intellectual property rights in the works and documents are the sole property of the State, and that neither Governmental Unit nor its employees, agents, or subcontractors retain any interest in and to the works and documents. The Governmental Unit represents and warrants that the works and documents do not and will not infringe upon any intellectual property rights of other persons or entities. Notwithstanding Clause 6, the Governmental Unit will indemnify; defend, to the extent permitted by the Attorney General; and hold harmless the State, at the Governmental Unit's expense, from any action or claim brought against the State to the extent that it is based on a claim that all or part of the works or documents infringe upon the intellectual property rights of others. The Governmental Unit will be responsible for payment of any and all such claims, demands, obligations, liabilities, costs, and damages, including but not limited to, attorney fees. If such a claim or action arises, or in the Governmental Unit's or the State's opinion is likely to arise, the Governmental Unit must, at the State's discretion, either procure for the State the right or license to use the intellectual property rights at issue or replace or modify the allegedly infringing works or documents as necessary and appropriate to obviate the infringement claim. This remedy of the State will be in addition to and not exclusive of other remedies provided by law.

11. Governing law, jurisdiction, and venue

Minnesota law, without regard to its choice-of-law provisions, governs this Agreement. Venue for all legal proceedings out of this Agreement, or its breach, must be in the appropriate state or federal court with competent jurisdiction in Ramsey County, Minnesota.

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 elections.dept@state.mn.us, or to Elections Division, Office of the Secretary of State, 180 State Office Building, 100 Rev. Dr. Martin Luther King Jr. Blvd., Saint Paul MN 55155-1299.

1. STATE ENCUMBRANCE VERIFICATION

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

Signed: Jennifer Kury
Date: 7/8/2020

3. STATE AGENCY

By: [Signature]
(with delegated authority)
Title: Director of Elections
Date: 7/15/20

SWIFT Contract No. 179653 SWIFT PO 3171

2. GOVERNMENTAL UNIT

By: _____

Print Name: _____

Title: _____

Address: _____

Telephone Number: _____

Date: _____

By: _____

Print Name: _____

Title: _____

Address: _____

Telephone Number: _____

Date: _____

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 Recount Guide**

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Agreement.

1 Term of Agreement

- 1.1 *Effective date: November 1, 2020*, 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, 2020*, or until all obligations have been satisfactorily fulfilled, whichever occurs later.

2 Agreement between the Parties

The Governmental Unit 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 Governmental Unit is the County Auditor and in any additional jurisdiction mutually agreed upon by Governmental Unit and State, pursuant to the provisions of Minnesota Statutes and Minnesota Rules relating to recounts, the Minnesota Recount Guide, all of which are attached to this agreement 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 general election recount will begin on November 30, 2020 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 agreement immediately and without any further cause. State and Governmental Unit agree that this process will be completed on December 4, 2020 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.

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The total obligation of the State under this agreement will not exceed an aggregate of \$120,000 for all Governmental Units for the general election.

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(2) Representation. The Governmental Unit must perform all acts, and take all steps necessary to ensure that all intellectual property rights in the works and documents are the sole property of the State, and that neither Governmental Unit nor its employees, agents, or subcontractors retain any interest in and to the works and documents. The Governmental Unit represents and warrants that the works and documents do not and will not infringe upon any intellectual property rights of other persons or entities. Notwithstanding Clause 6, the Governmental Unit will indemnify; defend, to the extent permitted by the Attorney General; and hold harmless the State, at the Governmental Unit's expense, from any action or claim brought against the State to the extent that it is based on a claim that all or part of the works or documents infringe upon the intellectual property rights of others. The Governmental Unit will be responsible for payment of any and all such claims, demands, obligations, liabilities, costs, and damages, including but not limited to, attorney fees. If such a claim or action arises, or in the Governmental Unit's or the State's opinion is likely to arise, the Governmental Unit must, at the State's discretion, either procure for the State the right or license to use the intellectual property rights at issue or replace or modify the allegedly infringing works or documents as necessary and appropriate to obviate the infringement claim. This remedy of the State will be in addition to and not exclusive of other remedies provided by law.

11. Governing law, jurisdiction, and venue

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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 elections.dept@state.mn.us, or to Elections Division, Office of the Secretary of State, 180 State Office Building, 100 Rev. Dr. Martin Luther King Jr. Blvd., Saint Paul MN 55155-1299.

1. STATE ENCUMBRANCE VERIFICATION
Individual certifies that funds have been encumbered as required by Minn. Stat. §§ 16A.15 and 16C.05.
Signed: *Jessie Key*
Date: 7/8/2020

3. STATE AGENCY
By: *[Signature]*
(with delegated authority)
Title: Director of Elections
Date: 7/15/20

SWIFT Contract No. 179655 SWIFT PO 3172

delegated to Materials Management Division

2. GOVERNMENTAL UNIT

By: _____

Print Name: _____

Title: _____

Address: _____

Telephone Number: _____

Date: _____

By: _____

Print Name: _____

Title: _____

Address: _____

Telephone Number: _____

Date: _____

4. COMMISSIONER OF ADMINISTRATION

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 Recount Guide

Appendix A – Official Designations and Locations

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
Aitkin	Kirk Peysar	County Auditor	218-927-7354	August 21st November 30th	9:00 AM	40 Club Convention Center 960 2nd Street NW Aitkin, MN	N/A	4-6
Anoka	Paul Linnell	Elections Manager	763-324-1304	August 21st November 30th	9:00 AM	Govt Center 2100 3rd Ave S Anoka, MN	Atrium	10+
Becker	Mary E. Hendrickson	County Auditor-Treasurer	218-846-7311	August 21st November 30th	9:00 AM	Courthouse – Courts Addition 915 Lake Ave Detroit Lakes, MN	3rd Floor Jury Assembly Room	3
Beltrami	JoDee Treat	County Auditor-Treasurer	218-333-4175	August 21st November 30th	9:00 AM	Admin Bldg 701 Minnesota Ave NE Bemidji, MN	County Board Room	10
Benton	Nadean Inman	County Auditor-Treasurer	320-968-5006	August 21st November 30th	9:00 AM	Govt Center 531 Dewey St Foley, MN	TBD	3
Big Stone	Michelle R. Knutson	County Auditor	320-839-6366	August 21st November 30th	9:00 AM	Courthouse 20 2nd St SE Ortonville, MN 56278	Commissioners' Room	1 or 2
Blue Earth	Michael Stalberger	Director Property and Environmental Resources	507-304-4341	August 21st November 30th	9:00 AM	Govt. Center 410 South Fifth St Mankato, MN	TBD	TBD
Brown	Jean Prochniak	County Auditor-Treasurer	507-233-6617	August 21st November 30th	9:00 AM	Brown County Courthouse 14 S State Street New Ulm, MN	LEC Training Center	9
Carlton	Kathryn Kortuem	Acting County Auditor-Treasurer	218.384.9127	November 30th	9:00 AM	Courthouse 301 Walnut Ave Carlton MN	Board Room	2
Carver	Kendra Olson	Interim Elections and Licensing Manager	952-361-1910	August 21st November 30th	9:00 AM	Govt Center 600 E 4th St Chaska, MN	Township Hall Conf Room	4

Appendix A – Official Designations and Locations

Cass	Pamela Smith	Elections Administrator	218-547-7295	August 21st November 30th	9:00 AM	Land Dept & Service Center 218 Washburn Ave E Backus, MN 56435	Land Dept Public Meeting Room	5
Chippewa	Michelle May	County Auditor-Treasurer	320-269-2642	August 21st November 30th	9:00 AM	Courthouse 629 North 11th St Montevideo, MN	Assembly Room	2
Chisago	Bridgitte Konrad	County Auditor-Treasurer	651-213-8500	August 21st November 30th	9:00 AM	Govt Center 313 N Main St Center City, MN	Rm 172	3
Clay	Lori J Johnson	County Auditor	218-299-5262	August 21st November 30th	9:00 AM	Courthouse 807 N 11th St Moorhead, MN	Board Room	4
Cleanwater	Allen L. Paulson	County Auditor-Treasurer	218-694-6244	August 21st November 30th	9:00 AM	Courthouse 213 Main Ave N Bagley, MN	Not listed on survey	4-6
Cook	Braidy Powers	County Auditor-Treasurer	218-387-3646	August 21st November 30th	9:00 AM	Courthouse 411 W 2nd St Grand Marais, MN	Commissioner's Room	1 or 2
Cottonwood	Donna Torkelson	County Auditor-Treasurer	507-831-1342	August 21st November 30th	9:00 AM	Courthouse 900 3rd Ave Windom, MN	Room 5	TBD
Crow Wing	Deborah Erickson	Administrative Services Director	218-824-1049	August 21st November 30th	9:00 AM	Land Svcs Bldg 322 Laurel St Brainerd, MN	Lower Level Meeting Rooms 1 & 2	Up to 10
Dakota	Andy Lokken	Director, Electonics	651-438-4305	August 21st November 30th	9:00 AM	Admin Center 1590 Hwy 55 Hastings, MN	Conference 1F & Adjoining	~10
Dodge	Sara Marquardt	Accounting Services Director	507-635-6233	August 21st November 30 th	9:00 AM	Government Services Center 721 Main St N Mantorville, MN	Conference Room B	2 or 3
Douglas	Char Rosenow	County Auditor-Treasurer	320-762-3077	August 21st November 30 th	9:00 AM	Douglas County Courthouse 305 8 th Ave W Alexandria, MN 56308	Commissioner's Room	3

Appendix A – Official Designations and Locations

Faribault	John L. Thompson	County Auditor	507-526-6214	August 21st November 30th	9:00 AM	Courthouse 415 N Main Blue Earth, MN 56013	County Board Room	1
Fillmore	Heidi Jones	County Auditor-Treasurer	507-765-2661	August 21st November 30th	9:00 AM	Courthouse 101 Fillmore St E Preston, MN	Courtroom or Commissioner's Meeting Room	3
Freeborn	Pat Martinson	County Auditor-Treasurer	507-377-5122	August 21st November 30th	9:00 AM	Govt Center 411 Broadway Ave S Albert Lea, MN	Freeborn Room	6
Goodhue	Micki O'Keefe	Accountant II	651-385-3038	August 21st November 30th	9:00 AM	Govt Center 509 W 5th St Red Wing, MN	Third Floor	3 or 4
Grant	Chad Van Santen	County Auditor	218-685-8236	August 21st November 30th	9:00 AM	Courthouse 10 2nd St NE Elbow Lake, MN 56531	Courthouse Conference Room	1
Hennepin	Virginia Gelms	Elections Manager	612-348-9289	August 21st November 30th	9:00 AM	701 Building 701 4th Ave Minneapolis, MN	Suite 1800	Up to 40
Houston	Donna Trehus	County Auditor-Treasurer	507-725-5803	August 21st November 30th	9:00 AM	Courthouse 304 S Marshall St Caledonia, MN	Room B6	5
Hubbard	Kay Rave	County Auditor	218-732-2250	August 21st November 30th	9:00 AM	Courthouse 301 Court Ave Park Rapids, MN	Boardroom	3
Isanti	Chad Struss	County Auditor-Treasurer	763-689-8209	August 21st November 30th	9:00 AM	Govt Center 555 18th Ave SW Cambridge, MN	Board Room or Conference Room	2
Itasca	Jeff Walker	County Auditor-Treasurer	218-327-2849	August 21st November 30th	9:00 AM	Courthouse 123 NE 4th St Grand Rapids, MN	Boardroom	10
Jackson	Kevin Nordquist	County Auditor-Treasurer	507-847-2763	August 21st November 30th	9:00 AM	Courthouse 405 4th St Jackson, MN	County Attorney's Conference Room	2
Kanabec	Denise Snyder	County Auditor-Treasurer	320.679.6430	August 21st November 30th	9:00 AM	Courthouse 18 N Vine St Mora, MN 55051	Meeting Rooms 3 & 4	3

Appendix A – Official Designations and Locations

Kandiyohi	Mark Thompson	County Auditor-Treasurer	320-231-6202	August 21st November 30th	9:00 AM	County Office Bldg 400 Benson Ave SW Willmar, MN 56201	Basement Conference Room	3
Kittson	Debra Cosfin	Elections Administrator	218-843-2655	August 21st November 30th	9:00 AM	Courthouse 410 5th St S Hallock, MN	Meetign Rm #2	2
Koochiching	Thomas West	County Auditor-Treasurer	218-283-1112	August 21st November 30th	9:00 AM	Courthouse 715 4th St International Falls, MN	County Board Room	1
Lac qui Parle	Jacob Sieg	County Auditor-Treasurer	320-598-7261	August 21st November 30th	9:00 AM	County Annex 422 5th Ave Madison, MN 56256	TBD	2-3
Lake	Linda Libal	County Auditor-Treasurer	218-834-8316	August 21st November 30th	9:00 AM	Lake County Courthouse 601 3rd Ave Two Harbors, MN 55616	(LEC)	3
Lake Of The Woods	Lorene Hanson	County Auditor	218-634-2836	August 21st November 30th	9:00 AM	Govt. Center 206 8th Ave SE Baudette, MN 56623	Court Room	2
Le Sueur	Carol Blaschko	Election Administrator	507-357-8223	August 21st November 30th	9:00 AM	Courthouse 88 S Park Ave LeCenter., MN	TBD	2
Lincoln	Deb Vierhuf	County Auditor	507-694-1529	August 21st November 30th	9:00 AM	Courthouse 319 N Rebecca St Ivanhoe, MN 56142	Commissioners' Room	3 or 4
Lyon	E.J. Moberg	County Auditor-Treasurer	507-537-6724	August 21st November 30th	9:00 AM	Govt Center 607 W Main St Marshall, MN	TBD	3
McLeod	Connie Kurtzweg	Interim County Auditor-Treasurer	320-864-1203	August 21st November 30th	9:00 AM	North Complex 2391 Hennepin Ave N Glencoe, MN	Large Conference Room	3
Mahnomen	James Lee	County Auditor	218-935-5669	August 21st November 30th	9:00 AM	Courthouse 311 N Main St Mahnomen, MN	Board Meeting Room	2 or 3
Marshall	Scott Peters	County Auditor-Treasurer	218-745-4851	August 21st November 30th	9:00 AM	Courthouse 208 E Colvin Ave Warren, MN	Meeting Room 1	2
Martin	Jessica Korte	County Auditor-Treasurer	507-238-3272	August 21st November 30th	9:00 AM	LEC 201 Lake Ave Fairmont, MN	Meeting Room – Basement	2

Appendix A – Official Designations and Locations

Meeker	Barbara Loch	County Auditor	320-693-5217	August 21st November 30th	9:00 AM	Courthouse 325 Sibley Ave N Litchfield, MN	County Board Rm or Community Rm	2
Mille Lacs	Eric Bartusch	County Auditor-Treasurer	320-983-8310	August 21st November 30th	9:00 AM	Historic Courthouse 635 2nd St SE Milaca, MN	Conference Rm D	TBD
Morrison	Chelsey Robinson	County Auditor-Treasurer	320-632-0153	August 21st November 30th	9:00 AM	213 S.E. 1st Avenue Little Falls, MN 56345	County Board Room	3
Mower	Scott Felen	County Auditor-Treasurer	507-437-9457	August 21st November 30th	9:00 AM	500 4th Ave NE Austin, MN 55912		TBD
Murray	Heidi Winter	County Auditor-Treasurer	507-836-1152	August 21st November 30th	9:00 AM	Govt. Center 2500 28th St Slayton, MN 56172	Commissioners' Room	2
Nicollet	Jaci Kopel	Public Services Manager	507-934-7800	August 21st November 30th	9:00 AM	Govt Center 501 S Minnesota Ave St. Peter, MN	EOC Room	10
Nobles	Joyce Jacobs	County Auditor-Treasurer	507-295-5258	August 21st November 30th	9:00 AM	Govt Center 315 10th St Worthington, MN	Meeting Room 2	TBD
Norman	Donna Hanson	County Auditor-Treasurer	218-784-5471	August 21st November 30th	9:00 AM	Law Enforcement Center 15 2nd Ave E Ada, MN		3
Olmsted	Mark Krupski	Director of Property Records and Licensing	507-328-7663	August 21st November 30th	9:00 AM	2122 Campus Drive SE Rochester, MN 55904.	Riverview Suites B, C & D	13-15
Otter Tail	Wayne Stein	County Auditor-Treasurer	218 998-8041	August 21st November 30th	9:00 AM	Govt Svcs Center 510 Fir Ave W Fergus Falls, MN	County Board Room/Otter Tail Lake Room	8
Pennington	Jennifer Herzberg	County Auditor-Treasurer	218-683-7000	August 21st November 30th	9:00 AM	Courthouse 101 Main Ave N Thief River Falls, MN	Meeting Room	1 or 2
Pine	Kelly Schroeder	County Auditor-Treasurer	320-591-1670	August 21st November 30th	9:00 AM	Courthouse 635 Northridge Dr NW Pine City, MN	County Board Room	3 or 4

Appendix A – Official Designations and Locations

Pipestone	Tyler Reisch	County Auditor	507-825-6740	August 21st November 30th	9:00 AM	Courthouse 416 Hiawatha Ave S Pipestone, MN 56164	Community Room	2
Polk	Michelle M. Cote	Director of Property Records	218-281-2554	August 21st November 30th	9:00 AM	Govt Center 612 N Broadway Crookston, MN	Suite 213	4
Pope	Stephanie Rust	County Auditor-Treasurer	320-634-7706	August 21st November 30th	9:00 AM	Courthouse 130 E Minnesota Ave Glenwood, MN 56334	Community Room	1 or 2
Ramsey	David Triplett	Elections Manager	651-266-2206	August 21st November 30th	9:00 AM	Ramsey County Plato Bldg 90 W Plato Blvd St. Paul, MN	1 st Floor Conference Room	10-12
Red Lake	Robert Schmitz	County Auditor	218-253-2598	August 21st November 30th	9:00 AM	Courthouse 124 Langevin Ave Red Lake Falls, MN	County Board Room	2
Redwood	Jean Price	County Auditor-Treasurer	507-637-4013	August 21st November 30th	9:00 AM	Govt. Center 403 S Mill St Redwood Falls, MN	County Board Room	1
Renville	Marc Iverson	County Auditor-Treasurer	320-523-3621	August 21st November 30th	9:00 AM	Courthouse 500 E DePue Ave Olivia, MN 56277	Jury Room 2 nd Floor	3
Rice	Denise Anderson	County Auditor-Treasurer	507-332-6104	August 21st November 30th	9:00 AM	Govt Svcs Bldg 320 NW 3rd St Faribault, MN	County Board Room	4
Rock	Ashley Kurtz	County Auditor-Treasurer	507-283-5060	August 21st November 30th	9:00 AM	Courthouse 204 E Brown St Luverne, MN 56156	Herreid Board Room	2
Roseau	Martha Monsrud	County Auditor	218-463-1282	August 21st November 30th	9:00 AM	Courthouse 606 5th Ave SW Roseau, MN	Rm 160	2
St. Louis	Nancy Nilsen	County Auditor	218-726-2385	August 21st November 30th	9:00 AM	Courthouse 100 N 5th Ave W Duluth, MN	200 – County Board Room	5

Appendix A – Official Designations and Locations

Scott	Cynthia Gels	Property & Customer Services Director	952-496-8560	August 21st November 30th	9:00 AM	Scott County Law Enforcement Center 301 Fuller St S Shakopee, MN	LA241/LA241	9-10
Sherburne	Diane Arnold	County Auditor-Treasurer	763-765-4363	August 21st November 30th	9:00 AM	Govt Center 13880 Business Center Dr NW Elk River, MN	County Board Room for Primary Maple Room A & B for General	Up to 6 teams
Sibley	Marilee Peterson	County Auditor	507-237-4070	August 21st November 30th	9:00 AM	Courthouse 400 Court Ave Gaylord, MN	Courthouse Annex Basement	3
Stearns	Dave Walz	Elections Director	320-656-3939	August 21st November 30th	9:00 AM	Stearns County Service Center 3301 County Road 138 Waite Park, MN 56387	#2012B, the Elections Workroom	5
Steele	Laura Ihrke	County Auditor	507-444-7414	August 21st November 30th	9:00 AM	Admin Center 630 Florence Ave Owatonna, MN	County Board Room	6
Stevens	Stephanie Buss	County Auditor-Treasurer	320-208-6570	August 21st November 30th	9:00 AM	Courthouse 400 Colorado Ave Morris, MN	TBD	2
Swift	Kim Saterbak	County Auditor	320-843-6108	August 21st November 30th	9:00 AM	Courthouse 301 14th St N Benson, MN	Commissioner's Room	1
Todd	Denise Galda	County Auditor-Treasurer	320-732-4414	August 21st November 30th	9:00 AM	Todd County Courthouse 215 1st Ave S Long Prairie, MN		
Traverse	Kit Johnson	County Auditor-Treasurer	320-563-7740	August 21st November 30th	9:00 AM	Courthouse Annex 702 2nd Ave N Wheaton, MN	Commissioner's Boardroom	1
Wabasha	Brian Buhmann	County Auditor-Treasurer	651-565-2648	August 21st November 30th	9:00 AM	Courthouse 625 Jefferson Ave Wabasha, MN	Commissioner's Room	4

Appendix A -- Official Designations and Locations

Wadena	Heather Olson	County Auditor-Treasurer	218-631-7784	August 21st November 30th	9:00 AM	Courthouse 415 Jefferson St S Wadena, MN	Multi-purpose room – lower level	2-4
Waseca	Tammy Spooner	County Auditor-Treasurer	507-835-0616	August 21st November 30th	9:00 AM	Courthouse 307 N State St Waseca, MN 56093	Jury Room	2
Washington	Steve Gransee	Division Manager, Taxpayer Services	651-430-8272	August 21st November 30th	9:00 AM	Govt. Center 14949 62nd St N Stillwater, MN	Conference Room LL14	10
Watsonwan	Kelly Pauling	County Auditor	507-375-2500	August 27th November 30th	9:00 AM	Courthouse 710 2nd Ave S St. James, MN	Watsonwan Room	1
Wilkin	Janelle Krump	County Auditor-Treasurer	218-643-7165	August 21st November 30th	9:00 AM	Wilkin County Courthouse 300 5th St S Breckenridge, MN	Courtroom	5
Winona	Sandra Suchla	County Auditor-Treasurer	507-457-6349	August 21st November 30th	9:00 AM	Govt Center 177 Main St Winona, MN	Room 203	6
Wright	Robert Hiivala	County Auditor-Treasurer	763-682-7579	August 21st November 30th	9:00 AM	Courthouse 10 2nd St NW Buffalo, MN	County Board Room or Community Room 120A	TBD
Yellow Medicine	Janel Timm	Property & Public Svcs Director	320-564-3132	August 21st November 30th	9:00 AM	YMC Government Center 180 8th Ave Granite Falls, MN	Board Room	2

APPENDIX C – MINNESOTA RULES RELATED TO RECOUNTS

8235.0200 RECOUNTS.

This chapter establishes procedures for the conduct of all publicly funded and discretionary recounts provided for in Minnesota Statutes, sections 204C.35 and 204C.36. The secretary of state or secretary of state's designee is the recount official for recounts conducted by the State Canvassing Board. The county auditor or auditor's designee is the recount official for recounts conducted by the county canvassing board. The county auditor or auditor's designee shall conduct recounts for county offices. The municipal clerk or clerk's designee is the recount official for recounts conducted by the municipal governing body. The school district clerk or clerk's designee is the recount official for recounts conducted by the school board, or by a school district canvassing board as provided in Minnesota Statutes, section 205A.10, subdivision 5. A recount official may delegate the duty to conduct a recount to a county auditor or municipal clerk by mutual consent. When the person who would otherwise serve as recount official is a candidate or is the spouse, child, parent, grandparent, grandchild, stepparent, stepchild, sibling, half-sibling, or stepsibling of a candidate for the office to be recounted, the appropriate canvassing board shall select a county auditor or municipal clerk from another jurisdiction to conduct the recount. "Legal adviser" means counsel to the recount official and the canvassing board for the office being recounted. The scope of a publicly funded or discretionary recount is limited to the recount of the ballots cast and the declaration of the person nominated or elected. The ballots in the envelope labeled "Original ballots from which duplicates are to be or were made" are not within the scope of the recount and this envelope must not be opened during the recount.

Statutory Authority: *MS s 204C.361*

History: *8 SR 1348; 12 SR 2215; 17 SR 8; 34 SR 1561; 38 SR 1368*

8235.0300 NOTICE.

Within 24 hours after determining that an automatic recount is required or within 48 hours of receipt of a written request for a recount and filing of a security deposit if one is required, the official in charge of the recount shall send notice to the candidates for the office to be recounted and the county auditor of each county wholly or partially within the election district. The notice must include the date, starting time, and location of the recount, the office to be recounted, and the name of the official performing the recount. The notice must state that the recount is open to the public, and in case of an automatic recount, that the losing candidate may waive the recount.

Statutory Authority: *MS s 204C.361*

History: *8 SR 1348; 19 SR 593; 38 SR 1368*

8235.0400 SECURING BALLOTS AND MATERIALS.

The official who has custody of the voted ballots is responsible for keeping secure all election materials. Registration cards of voters who registered on election day may be processed as required by part 8200.2700. All other election materials must be kept secure by precinct as returned by the election judges until all recounts have been completed and until the time for contest of election has expired.

Statutory Authority: *MS s 204C.361*

History: *8 SR 1348; 34 SR 1561*

8235.0600 FACILITIES AND EQUIPMENT.

All recounts must be accessible to the public. In a multicounty recount the secretary of state may locate the recount in one or more of the election jurisdictions or at the site of the canvassing board. Each election jurisdiction where a recount is conducted shall make available without charge to the recount official or body conducting the recount adequate accessible space and all necessary equipment and facilities.

Statutory Authority: *MS s 204C.361*

History: *8 SR 1348; 34 SR 1561*

8235.0700 GENERAL PROCEDURES.

At the opening of a recount the recount official or legal adviser shall present the procedures contained in this rule for the recount. The custodian of the ballots shall make available to the recount official the precinct summary statements, the precinct boxes or the sealed containers of voted ballots, and any other election materials requested by the recount official. If the recount official needs to leave the room for any reason, the recount official must designate a deputy recount official to preside during the recount official's absence. A recount official must be in the room at all times. The containers of voted ballots must be unsealed and resealed within public view. No ballots or election materials may be handled by candidates, their representatives, or members of the public. There must be an area of the room from which the public may observe the recount. Cell phones and video cameras may be used in this public viewing area, as long as their use is not disruptive. The recount official shall arrange the counting of the ballots so that the candidates and their representatives may observe the ballots as they are recounted. Candidates may each have one representative observe the sorting of each precinct. One additional representative per candidate may observe the ballots when they have been sorted and are being counted pursuant to part 8235.0800, subpart 2. Candidates may have additional representatives in the public viewing area of the room. If other election materials are handled or examined by the recount officials, the candidates and their representatives may observe them. The recount official shall ensure that public observation does not interfere with the counting of the ballots. The recount official shall prepare a summary of the recount vote by precinct.

Statutory Authority: *MS s 204C.361*

History: 8 SR 1348; 34 SR 1561

8235.0800 COUNTING AND CHALLENGING BALLOTS.

Subpart 1. **Breaks in counting process.** Recount officials may not take a break for a meal or for the day prior to the completion of the sorting, counting, review, and labeling of challenges, and secure storage of the ballots for any precinct. All challenged ballots must be stored securely during breaks in the counting process.

Subp.2. **Sorting ballots.** Ballots must be recounted by precinct. The recount official shall open the sealed container of ballots and recount them in accordance with Minnesota Statutes, section 204C.22. The recount official must review each ballot and sort the ballots into piles based upon the recount official's determination as to which candidate, if any, the voter intended to vote for: one pile for each candidate that is the subject of the recount and one pile for all other ballots (those for other candidates, overvotes, undervotes, etc.). During the sorting, a candidate or candidate's representative may challenge the ballot if he or she disagrees with the recount official's determination of for whom the ballot should be counted and whether there are identifying marks on the ballot. At a recount of a ballot question, the manner in which a ballot is counted may be challenged by the person who requested the recount or that person's representative. Challenges may not be automatic or frivolous and the challenger must state the basis for the challenge pursuant to Minnesota Statutes, section 204C.22. Challenged ballots must be placed into separate piles, one for ballots challenged by each candidate. A challenge is frivolous if it is based upon an alleged identifying mark other than a signature or an identification number written anywhere on the ballot or a name written on the ballot completely outside of the space for the name of a write-in candidate.

Subp. 3. **Counting ballots.** Once ballots have been sorted, the recount officials must count the piles using the stacking method described in Minnesota Statutes, section 204C.21. A candidate or candidate's representative may immediately request to have a pile of 25 counted a second time if there is not agreement as to the number of votes in the pile.

Subp. 4. **Reviewing and labeling challenged ballots.** After the ballots from a precinct have been counted, the recount official may review the challenged ballots with the candidate or the candidate representative. The candidate representative may choose to withdraw any challenges previously made. The precinct name, the reason for the challenge, and the name of the person challenging the ballot (or the candidate that person represents), and a sequential number must be marked on the back of each remaining challenged ballot before it is placed in an envelope marked "Challenged Ballots." After the count of votes for the precinct has been determined, all ballots except the challenged ballots must be resealed in the ballot envelopes and returned with the other election materials to the custodian of the ballots. The recount official may make copies of the challenged ballots. After the count of votes for all precincts has been determined during that day of counting, the challenged ballot envelope must be sealed and kept secure for presentation to the canvassing board.

Statutory Authority: *MS s 204C.361*

History: 8 SR 1348; 17 SR 8; 34 SR 1561

8235.1100 CANVASSING BOARD.

The recount official shall present the summary statement of the recount and any challenged ballots to the canvassing board. The candidate or candidate representative who made the challenge may present the basis for the challenge to the canvassing board. The canvassing board shall rule on the challenged ballots and incorporate the results into the summary statement. The canvassing board shall certify the results of the recount. Challenged ballots must be returned to the election official who has custody of the ballots.

Statutory Authority: *MS s 204C.361*

History: *8 SR 1348*

8235.1200 SECURITY DEPOSIT.

When a bond, cash, or surety for recount expenses is required by Minnesota Statutes, section 204C.35 or 204C.36, the governing body or recount official shall set the amount of security deposit at an amount which will cover expected recount expenses. In multicounty districts, the secretary of state shall set the amount taking into consideration the expenses of the election jurisdictions in the district and the expenses of the secretary of state. The security deposit must be filed during the period for requesting a discretionary recount. In determining the expenses of the recount, only the actual recount expenditures incurred by the recount official and the election jurisdiction in conducting the recount may be included. General office and operating costs may not be taken into account.

Statutory Authority: *MS s 204C.361*

History: *8 SR 1348; 38 SR 1368*

APPENDIX B – MINNESOTA STATUTES RELATING TO RECOUNTS

204C.35 FEDERAL, STATE, AND JUDICIAL RACES.

Subdivision 1. **Publicly funded recounts.** (a) In a state primary when the difference between the votes cast for the candidates for nomination to:

(1) a state legislative office is less than one-half of one percent of the total number of votes counted for that nomination or is ten votes or less and the total number of votes cast for the nomination is 400 votes or less; or

(2) a statewide federal office, state constitutional office, statewide judicial office, congressional office, or district judicial office is less than one-quarter of one percent of the total number of votes counted for that nomination or is ten votes or less and the total number of votes cast for the nomination is 400 votes or less; and the difference determines the nomination, the canvassing board with responsibility for declaring the results for that office shall manually recount the vote upon receiving a written request from the candidate whose nomination is in question.

Immediately following the meeting of the board that has responsibility for canvassing the results of the nomination, the filing officer must notify the candidate that the candidate has the option to request a recount of the votes at no cost to the candidate. This written request must be received by the filing officer no later than 5:00 p.m. on the second day after the canvass of the primary for which the recount is being sought.

(b) In a state general election when the difference between the votes of a candidate who would otherwise be declared elected to:

(1) a state legislative office is less than one-half of one percent of the total number of votes counted for that office or is ten votes or less and the total number of votes cast for the office is 400 votes or less; or

(2) a statewide federal office, state constitutional office, statewide judicial office, congressional office, or district judicial office and the votes of any other candidate for that office is less than one-quarter of one percent of the total number of votes counted for that office or is ten votes or less if the total number of votes cast for the office is 400 votes or less, the canvassing board shall manually recount the votes upon receiving a written request from the candidate whose election is in question.

Immediately following the meeting of the board that has responsibility for canvassing the results of the general election, the filing officer must notify the candidate that the candidate has the option to request a recount of the votes at no cost to the candidate. This written request must be received by the filing officer no later than 5:00 p.m. on the second day after the canvass of the election for which the recount is being sought.

(c) A recount must not delay any other part of the canvass. The results of the recount must be certified by the canvassing board as soon as possible.

(d) Time for notice of a contest for an office which is recounted pursuant to this section shall begin to run upon certification of the results of the recount by the canvassing board.

Subd. 2. Discretionary candidate recounts. (a) A losing candidate whose name was on the ballot for nomination or election to a statewide federal office, state constitutional office, statewide judicial office, congressional office, state legislative office, or district judicial office may request a recount in a manner provided in this section at the candidate's own expense when the vote difference is greater than the difference required by this section. The votes shall be manually recounted as provided in this section if the candidate files a request during the time for filing notice of contest of the primary or election for which a recount is sought.

(b) The requesting candidate shall file with the filing officer a bond, cash, or surety in an amount set by the filing officer for the payment of the recount expenses. The requesting candidate is responsible for the following expenses: the compensation of the secretary of state, or designees, and any election judge, municipal clerk, county auditor, administrator, or other personnel who participate in the recount; necessary supplies and travel related to the recount; the compensation of the appropriate canvassing board and costs of preparing for the canvass of recount results; and any attorney fees incurred in connection with the recount by the governing body responsible for the recount.

(c) a discretionary recount of a primary must not delay delivery of the notice of nomination to the winning candidate under section 204C.32.

(d) The requesting candidate may provide the filing officer with a list of up to three precincts that are to be recounted first and may waive the balance of the recount after these precincts have been counted. If the candidate provides a list, the recount official must determine the expenses for those precincts in the manner provided by paragraph (b).

(e) The results of the recount must be certified by the canvassing board as soon as possible.

(f) If the winner of the race is changed by the optional recount, the cost of the recount must be paid by the jurisdiction conducting the recount.

(g) If a result of the vote counting in the manual recount is different from the result of the vote counting reported on election day by a margin greater than the standard for acceptable performance of voting systems provided in section 206.89, subdivision 4, the cost of the recount must be paid by the jurisdiction conducting the recount.

Subd. 3. Scope of recount. A recount conducted as provided in this section is limited in scope to the determination of the number of votes validly cast for the office to be recounted. Only the ballots cast in the election and the summary statements certified by the election judges may be considered in the recount process. Original ballots that have been duplicated under section 206.86, subdivision 5, are not within the scope of a recount and must not be examined except as provided by a court in an election contest under chapter 209.

Subd. 4. Filing officer. For the purpose of this section, the secretary of state is the filing officer for candidates for all federal offices and for state offices voted on in more than one county. The county auditor is the filing officer for state offices voted on in only one county.

History: 1981 c 29 art 5 s 35; 1981 c 187 s 1; 1983 c 253 s 17; 1989 c 291 art 1 s 14; 1990 c 486 s 1; 1993 c 68 s 1; 1998 c 254 art 2 s 24; 1Sp2001 c 10 art 18 s 28; 2004 c 293 art 2 s 27; 2008 c 336 s 2, 3; 2010 c 201 s 44, 45; 2013 c 131 art 2 s 37, 38; 2015 c 70 art 1 s 42, 43

NOTES AND DECISIONS

204C.35

During automatic administrative recount, absent a voluntary agreement between local election officials and two candidates for seat in United States Senate that absentee ballots had been rejected in error and that the absentee-ballot envelopes should be opened and the ballots should be counted, resolution of whether the absentee ballots were rejected in error would have to await an election contest proceeding. *Coleman v. Ritchie*, 759 N.W. 2d 47 (Minn. 2009).

A manual administrative recount, which is necessary when the margin of victory in an election is less than one-half of one percent, is intended to ensure that the votes cast in the election were accurately counted. *Coleman v. Ritchie*, 759 N.W.2d 47 (Minn. 2009).

204C.36 RECOUNTS IN COUNTY, SCHOOL DISTRICT, AND MUNICIPAL ELECTIONS.

Subdivision 1. **Publicly funded recounts.** (a) Except as provided in paragraphs (b) and (c), a losing candidate for nomination or election to a county, municipal, or school district office may request a recount of the votes cast for the nomination or election to that office if the difference between the vote cast for that candidate and for a winning candidate for nomination or election is less than one-quarter of one percent of the total votes counted for that office. In case of offices where two or more seats are being filled from among all the candidates for the office, the one-quarter of one percent difference is between the elected candidate with the fewest votes and the candidate with the most votes from among the candidates who were not elected.

(b) A losing candidate for nomination or election to a county, municipal, or school district office may request a recount of the votes cast for nomination or election to that office if the difference between the votes cast for that candidate and for a winning candidate for nomination or election is less than one-half of one percent, and the total number of votes cast for the nomination or election of all candidates is more than 400 but less than 50,000. In cases of offices where two or more seats are being filled from among all the candidates for the office, the one-half of one percent difference is between the elected candidate with the fewest votes and the candidate with the most votes from among the candidates who were not elected.

(c) A losing candidate for nomination or election to a county, municipal, or school district office may request a recount of the votes cast for nomination or election to that office if the difference between the vote cast for that candidate and for a winning candidate for nomination or election is ten votes or less, and the total number of votes cast for the nomination or election of all candidates is no more than 400. In cases of offices where two or more seats are being filled from among all the candidates for the office, the ten vote difference is between the elected candidate with the fewest votes and the candidate with the most votes from among the candidates who were not elected.

(d) Candidates for county offices shall file a written request for the recount with the county auditor. Candidates for municipal or school district offices shall file a written request with the municipal or school district clerk as appropriate. All requests shall be filed by 5:00 p.m. on the fifth day after the

canvass of a primary or special primary or by 5:00 p.m. on the seventh day of the canvass of a special or general election for which a recount is sought.

(e) Upon receipt of a request made pursuant to this section, the county auditor shall recount the votes for a county office at the expense of the county, the governing body of the municipality shall recount the votes for a municipal office at the expense of the municipality, and the school board of the school district shall recount the votes for a school district office at the expense of the school district.

Subd. 2. Discretionary candidate recounts. (a) A losing candidate for nomination or election to a county, municipal, or school district office may request a recount in the manner provided in this section at the candidate's own expense when the vote difference is greater than the difference required by subdivision 1, clauses (a) to (e). The votes shall be manually recounted as provided in this section if the requesting candidate files with the county auditor, municipal clerk, or school district clerk a bond, cash, or surety in an amount set by the governing body of the jurisdiction or the school board of the school district for the payment of the recount expenses.

(b) The requesting candidate may provide the filing officer with a list of up to three precincts that are to be recounted first and may waive the balance of the recount after these precincts have been counted. If the candidate provides a list the recount official must determine the expenses for those precincts in the manner provided by paragraph (b).

(c) A discretionary recount of a primary must not delay delivery of the notice of nomination to the winning candidate under section 204C.32.

(d) The results of the recount must be certified by the canvassing board as soon as possible.

(e) If the winner of the race is changed by the optional recount, the cost of the recount must be paid by the jurisdiction conducting the recount.

(f) If a result of the vote counting in the manual recount is different from the result of the vote counting reported on election day by a margin greater than the standard for acceptable performance of voting systems provided in section 206.89, subdivision 4, the cost of the recount must be paid by the jurisdiction conducting the recount.

Subd. 3. Discretionary ballot question recounts. A recount may be conducted for a ballot question when the difference between the votes for and the votes against the question is less than or equal to the difference provided in subdivision 1. A recount may be requested by any person eligible to vote on the ballot question. A written request for a recount must be filed with the filing officer of the county, municipality, or school district placing the question on the ballot and must be accompanied by a petition containing the signatures of 25 voters eligible to vote on the question. Upon receipt of a written request when the difference between the votes for and the votes against the question is less than or equal to the difference provided in subdivision 1, the county auditor shall recount the votes for a county question at the expense of the county, the governing body of the municipality shall recount the votes for a municipal question at the expense of the municipality, and the school board of the school district shall recount the votes for a school district question at the expense of the school district. If the difference between the votes for and the votes against the question is greater than the difference provided in subdivision 1, the person requesting the recount shall also file with the filing officer of the county, municipality, or school district a bond, cash, or surety in an amount set by the appropriate governing

body for the payment of recount expenses. The written request, petition, and any bond, cash, or surety required must be filed during the time for notice of contest for the election for which the recount is requested.

Subd. 4. **Expenses.** In the case of a question, a person, or a candidate requesting a discretionary recount, is responsible for the following expenses: the compensation of the secretary of state, or designees, and any election judge, municipal clerk, county auditor, administrator, or other personnel who participate in the recount; necessary supplies and travel related to the recount; the compensation of the appropriate canvassing board and costs of preparing for the canvass of recount results; and any attorney fees incurred in connection with the recount by the governing body responsible for the recount.

Subd. 5. **Notice of contest.** Time for notice of contest of a nomination or election to a county office which is recounted pursuant to this section shall begin to run upon certification of the results of the recount by the county canvassing board. Time for notice of contest of a nomination or election to a municipal office which is recounted pursuant to this section shall begin to run upon certification of the results by the governing body of the municipality. Time for notice of contest of a school district election that is recounted under this subdivision begins to run on certification of the results of the recount by the school board.

Subd. 6. **Scope of recount.** A recount conducted as provided in this section is limited in scope to the determination of the number of votes validly cast for the office or question to be recounted. Only the ballots cast in the election and the summary statements certified by the election judges may be considered in the recount process.

History: 1981 c 29 art 5 s 36; 1987 c 266 art 1 s 47; 1989 c 291 art 1 s 15; 1Sp2001 c 10 art 18 s 29,30; 2004 c 293 art 2 s 28; 2008 c 336 s 4; 2010 c 201 s 46, 47; 2013 c 131 art 2 s 39; 2015 c 70 art 1 s 44, 45

NOTES AND DECISIONS

204C.36

Certificate of proper canvassing board declaring election result is prima facie evidence of result and places on contestant burden of showing that person declared elected did not receive majority of votes. *Kearin v. Roach*, 381 N.W. 2d 531 (Minn. Ct. App. 1986).

204C.361 RULES FOR RECOUNTS.

(a) The secretary of state shall adopt rules according to the Administrative Procedure Act establishing uniform recount procedures. All recounts provided for by sections 204C.35, 204C.36, and 206.88, shall be conducted in accordance with these rules.

(b) Notwithstanding Minnesota Rules, part 8235.0800, the requirement that ballots be recounted by precinct means that a recount official shall maintain the segregation of ballots by precinct but the recount official may recount more than one precinct at a time in physically separate locations within the room in which the recount is administered.

History: 1983 c 253 s 18; 1989 c 291 art 1 s 16; 1990 c 426 art 1 s 25; 2004 c 293 art 2 s 29