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TIMOTHY J. BRIEN RECORDER
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SECRETARY OF STATE
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28E Agreement For Enhanced Statewide Election Training

This Agreement is by and among the Iowa State Association of Counties (ISAC), the Iowa State Association of County Auditors (ISACA) and the Iowa Secretary of State (the Secretary).

SECTION 1: IDENTITY OF THE PARTIES.

- 1.1** The Iowa State Association of Counties is an organization composed of Iowa counties and constitutes a "private agency" as defined in Iowa Code section 28E.2.
- 1.2** The Iowa State Association of County Auditors is an organization composed of Iowa county auditors and constitutes a "private agency" as defined in Iowa Code section 28E.2.
- 1.3** The Secretary of State is an elected state official and constitutes a "public agency" as defined in Iowa Code section 28E.2.

SECTION 2: PURPOSE. The parties enter into this 28E Agreement to provide an organizational structure to facilitate the design, development and delivery of enhanced education and training for election officials and precinct election officials in order to assure statewide accuracy and consistency in carrying out elections in Iowa. Enhanced education and training will focus on election administration and compliance with all applicable state and federal election laws.

SECTION 3: DEFINITIONS.

3.1 Enhanced Education and Training Program. An enhanced education and training program is a program designed, developed and delivered by SEAT for Iowa election officials and precinct election officials that focuses on election administration and compliance with all applicable state and federal election laws.

3.2 County Enhanced Education and Training Program. A county enhanced education and training program is a program designed, developed and delivered by a county or group of counties and approved by SEAT for Iowa election officials and precinct election officials that focuses on election administration and compliance with all applicable state and federal election laws.

3.3 Participation Agreement. A participation agreement is an agreement approved by SEAT and executed between SEAT and a county for the participation by that county (to be known as a "participating county") in either an Enhanced Education and Training Program or a County Enhanced Education and Training Program. Grant awards to SEAT by the Secretary are on behalf of participating counties. Participating counties may be assessed part of the costs of either program under this section.

SECTION 4: FILING & EFFECTIVE DATE. This Agreement shall be executed by ISAC, ISACA and the Secretary of State, filed in the office of the Secretary and recorded in the office of the Polk County Recorder. This Agreement is effective when the executed document is filed and recorded in accordance with Iowa Code section 28E.8.

SECTION 5: TERM. The term of this Agreement shall be from the effective date until September 30, 2010, unless terminated earlier in accordance with the terms of this Agreement. The parties may renew this 28E Agreement for additional periods of ten (10) years or less.

SECTION 6: ADMINISTRATIVE ENTITY – SEAT. The parties hereby create a separate administrative entity known as State Election Administrators Training (SEAT) to carry out the purpose of this 28E Agreement. SEAT shall be under the direction and control of seven members appointed by the parties as provided in this 28E Agreement.

6.1 ISAC Appointment. The ISAC Board of Directors shall appoint One (1) member. This member shall be a county supervisor from a county that signs a participation agreement with SEAT within three months of the appointment. This member shall serve until January 31, 2007, and until a county supervisor is appointed by the ISAC Board of Directors for the subsequent term. Thereafter, the appointment shall be for a period of two years.

6.2 ISACA Appointment. The ISACA president shall appoint Two (2) members. These members shall be county auditors from counties that sign participation agreements with SEAT within three months of the appointments. Each member shall serve until January 31, 2007, and until a replacement is appointed by the ISACA president. Thereafter, the appointment shall be for a period of two years. In January of 2008, the ISACA president shall appoint one additional member as stated in 6.4 below. Thereafter, the ISACA president shall appoint Three (3) members, two in January of odd numbered years and one in January of even numbered years.

6.3 Secretary Appointment. The Secretary shall appoint Four (4) members. These members shall have an expertise in election administration, voter registration, or education and training. Members may be employees of the Secretary. Members who are not employees of the Secretary

and who are not either a public official or a public employee, shall be subject to a personal services contract with the Secretary executed in compliance with state law. These members shall serve until January 31, 2008 and thereafter until the Secretary of State appoints replacements, subject to section 6.4 below. Thereafter, these appointments shall be for a period of two years. Beginning with the 2008 appointments, the Secretary shall appoint Three (3) members as stated in 6.4 below.

6.4 Succession. On or about January 31, 2008, the Secretary shall appoint one less member and the ISACA president shall appoint one additional member. This member shall serve until January 31, 2010. From and after January 31, 2008, SEAT shall be governed by one (1) member appointed by the ISAC Board of Directors, three (3) members appointed by the ISACA president, and three (3) members appointed by the Secretary.

6.5 Officers. The SEAT members shall select a Chair and may select additional officers.

SECTION 7: SEAT MEETINGS.

7.1 Quorum. A majority of the SEAT members eligible to vote shall constitute a quorum. A quorum is required to conduct business.

7.2 Rules. SEAT shall use Robert's Rules of Order to govern parliamentary procedure at meetings except when the SEAT board agrees upon other rules.

7.3 Agenda. Tentative agendas of all SEAT meetings shall be posted twenty-four (24) hours in advance of a meeting, unless circumstances require meeting on less notice. Paper copies of the agenda shall be posted at the offices of the Secretary and ISAC. Electronic copies of the agenda may be posted electronically on the website of ISAC, ISACA and the Secretary. Electronic copies may be sent by e-mail to county auditors and to any person who requests electronic notice.

7.4 Open Meetings. All SEAT meetings shall be open to the public, unless a closed meeting is necessary to discuss personnel matters or to consider legal advice of counsel.

SECTION 8: SEAT BUDGET.

8.1 Annual Adoption. Within 90 days of its formation, SEAT shall adopt a budget for the current fiscal year. Thereafter, SEAT shall adopt a budget for the next fiscal year prior to July 1 each year.

8.2 Availability. Immediately after adoption of the budget, SEAT shall send a copy of the budget to ISAC, ISACA and the Secretary. Copies of the adopted budget shall be available to the public on request at the actual cost of copying. The SEAT budget shall include Help America Vote Act, (HAVA), funds for the administration of SEAT as provided in 8.4 below, and

revenues from any membership or participation fees in SEAT and from any registration fees for enhanced education and training programs.

8.3 Help America Vote Act (HAVA) Funds. By separate Grant Agreement, the Secretary shall commit \$ 550,000.00 in HAVA funds for enhanced education and training programs under section 9.4.1 and for county enhanced education and training programs under section 9.4.2 from the date of this agreement through June 30, 2009. The Secretary may commit additional funds thereafter in future fiscal years.

8.4 HAVA Funds/Administration. By separate Grant Agreement, the Secretary shall commit \$100,000.00 in HAVA funds for the administration of SEAT from the effective date of this Agreement through June 30, 2009 and shall commit \$100,000.00 in HAVA funds for basic SEAT training through June 30, 2007. The Secretary may commit additional HAVA funds annually for administration of SEAT in future fiscal years.

SECTION 9: RESPONSIBILITIES OF THE PARTIES AND SEAT.

9.1 Secretary. The Secretary shall delegate to SEAT authority to commit HAVA funds to the counties under participation agreements as defined in SECTION 3 for uses consistent with the statement of purpose in Section 2.

9.2 ISAC. ISAC shall appoint members to SEAT in compliance with the terms of this 28E Agreement.

9.3 ISACA. ISACA shall appoint members to SEAT in compliance with the terms of this 28E Agreement.

9.4 SEAT.

9.4.1 Enhanced Education and Training Under HAVA. SEAT shall design, develop and deliver programs for enhanced education and training on election administration and compliance with all applicable state and federal election laws. Election officials and precinct election officials from participating counties may attend these programs to be paid for with SEAT funds or through fees assessed to attendees. Nonparticipating counties may be allowed to attend these programs at additional cost to the respective county.

9.4.2 County Enhanced Education and Training Under HAVA. SEAT shall develop criteria under which the counties, either separately or as a joint undertaking, may apply to SEAT for HAVA funds to conduct independent county programs for enhanced education and training on election administration and compliance with all applicable state and federal election laws.

9.4.3 Purchase of Goods and Services. SEAT may contract for the purchase of goods and services and may rent or lease the use of real or personal property as reasonably necessary to carry out this 28E Agreement. Any contracts shall be formed and executed in compliance with the laws of the State of Iowa.

9.4.4 Professional Services. SEAT shall retain professional services as necessary to establish a system of accounting and budgeting and a system of auditing or for any other legal purpose.

9.4.5 Financial Records. SEAT shall open its financial records for inspection by the State Auditor. The Board shall arrange for an annual audit by either the State or a private audit firm. All financial records shall be retained by SEAT for a period of five (5) years. Upon the termination of SEAT, all financial records shall be transferred to the Secretary.

SECTION 10: SCOPE AND AMENDMENTS.

10.1 Scope. This Agreement constitutes the entire Agreement among ISAC, ISACA and the Secretary and supersedes any prior agreements among the parties relating to its subject matter.

10.2 Amendments. This Agreement may be amended by unanimous consent of the parties. All amendments shall be in writing, signed by the parties and filed and recorded as required by Iowa Code section 28E.8.

SECTION 11: WITHDRAWAL. Any party may withdraw from this 28E Agreement for any reason by submitting written notice to the remaining parties 120 days in advance of withdrawal.

SECTION 12: TERMINATION. This 28E Agreement will terminate upon the withdrawal of the Secretary, or upon the withdrawal of two or more parties, or upon a two-thirds vote of the ISAC Board of Directors and a two-thirds vote of the ISACA Board of Directors.

12.1 Disposition of Assets. In the event of the termination of this 28E Agreement and after payment of all just debts, obligations, and liabilities of SEAT, all remaining HAVA funds shall be returned to the Secretary to be used for HAVA related purposes and all revenues from membership fees or registration fees shall be conveyed to counties from which they were collected.

12.2 Grant and Participation Agreements. Termination of this 28E Agreement shall not invalidate any grant agreement or participation agreement in effect at the time of termination. A grant agreement or participation agreement shall continue as an obligation of the signing parties, unless terminated separately for cause as authorized under the terms of the grant or participation agreement.

SECTION 13: LIABILITY. Neither ISAC, ISACA or the Secretary shall be liable to each other or for the debts and obligations that may be incurred by SEAT or in any respect for the failure of SEAT for failure to perform or complete the terms of any contract or grant agreements entered into by SEAT. The SEAT board created under this agreement shall have no authority to commit ISAC, ISACA or the Secretary to any contractual or other obligations on behalf of SEAT.

SECTION 14: SEVERABILITY. If any term, provision or condition of this 28E Agreement shall be determined invalid by a court of law, such invalidity shall in no way effect the validity any other term, provision or condition of this 28E Agreement, and the remainder of the 28E Agreement shall survive in full force and effect unless to do so would substantially impair the rights and obligations of the parties to this 28E Agreement.

SECTION 15: COMPLIANCE WITH HAVA. All expenditures of funds by SEAT shall be in full compliance with the HAVA State Plan and all provisions of federal law.

Dated this 20th day of Feb., 2006.

Iowa State Association of Counties

By: William R. Peterson
William R. Peterson, Executive Director

Iowa Secretary of State

By: Chester J. Culver
Chester J. Culver, Secretary of State

Iowa State Association of County Auditors

By: Marjorie A. Pitts
Marjorie A. Pitts, ISACA President