

**JOINT POWERS AGREEMENT FOR CONDUCT OF RESIDENTIAL SURVEY
IN DAKOTA, OLMSTED, ST. LOUIS, AND WASHINGTON COUNTIES**

The Agreement is entered into among the following units of government, by and through their respective governing bodies:

County of Dakota
County of Olmsted
County of St. Louis
County of Washington

Individually and collectively, the units of government to this Agreement are referred to herein as "Party" or "Parties".

WHEREAS, pursuant to Minnesota Statutes § 471.59, subd. 1, two or more governmental units, by agreement entered into through action of their governing bodies, may jointly exercise any power common to the contracting governmental units; and

WHEREAS, under Minnesota law counties are empowered to conduct a residential survey within their geographic boundaries for the purpose of gathering objective information regarding residents' perceptions of the quality of life, the quality of government services being provided, their satisfaction with county government, their priorities for community planning and their expectations for allocation of county resources; and

WHEREAS, the Parties wish to jointly engage in the conduct of a residential survey for the mutual benefit of all Parties; and

WHEREAS, each Party represents that it is duly qualified and authorized to enter into this Agreement and will comply with its respective obligations and responsibilities as set forth in this Agreement and Attachment A, attached hereto and incorporated herein.

NOW, THEREFORE, in consideration of the mutual promises and undertakings contained herein and subject to the provisions of Minn. Stat. § 471.59 and all other applicable statutes, rules and regulations, the Parties agree as follows:

1. **Purpose.** The purpose of this Agreement is to authorize the conduct of a scientifically valid residential survey within the geographic area of the Parties by a qualified research consultant and the preparation of analysis of the results of the survey for the Parties and each of them.
2. **Term.** This Agreement shall be effective upon execution by the County of Dakota, serving as the fiscal and contracting party on behalf of the Parties, and one or more of the other Parties and shall continue until terminated as provided in Paragraph 5. No Party may withdraw from this Agreement prior to its termination pursuant to Paragraph 5.
3. **Powers and Duties of the County of Dakota.** The Parties agree that, on behalf of the Parties and each of them, the County of Dakota shall enter into an independent consulting contract with Policy Confluence, Inc., DBA Polco, of 1241 John Q. Hammons Dr. Suite 203, Madison, WI 53717 ("Polco"). The Polco contract shall include, but not be limited to, the following services:
 - Prepare, manage and administer a scientifically valid mailed and/or online survey of up to 900 households per district. A Party may opt to purchase additional surveys as referenced in Attachment A.
 - Consult with each Party with respect to preparation, design, distribution, and final approval of the survey instrument.
 - Provide regular reports to each Party as to the progress of the residential survey at the following benchmarks: final approval of the survey instrument; completion of the survey data collection;

completion of the analysis; completion of the report; and transfer of the survey results data in an electronic format.

- Prepare an analysis for each Party on the findings of the residential survey, including comparisons of geographical sub-areas within the geographic area of each Party, comparisons with each Party's previous surveys conducted by Polco (if any), and benchmarking (i.e. comparison to responses received by other jurisdictions that are in Polco's database), where the same survey questions were asked.
- Collect survey data, including data entry for mailed and online survey responses, lists of open-ended responses and other comments.
- Collect survey data for online survey responses for a separate "opt-in" survey if any Party chooses to promote that option. Opt-in survey results will be analyzed separately from those of the random-sample survey and reported in an Appendix to the Party's survey report.
- Supply each Party with the survey data from the Party's geographic area, including data collected for geographic sub-areas, in an electronic format selected by each Party.
- Consult with each Party with respect to preparation, design and final approval of each Party's survey results report. Each report shall, at the Party's discretion, include an executive summary, description of the survey methodology and procedures, cross-tabbing of demographic factors, frequency tables for survey responses, and benchmarking (i.e. comparison to responses received by other jurisdictions that are in Polco's database, where the same survey questions were asked).
- Provide a printable, formatted electronic file of the final report for each Party to each Party, in a format selected by each Party.
- If requested, prepare, and at a Party's request and additional expense, present in person, by telephone, or by video conferencing, an electronic slide presentation for the county board of commissioners for each Party.
- Provide a three-year subscription to Polco Engage & Assess Module.

4. Cost Share. The Parties agree to share the costs of the contract with Polco proportionately according to the total households surveyed and additional services requested by each Party. The Parties agree to pay their cost share amounts to the County of Dakota as follows: the first payment installment within 35 days notification from the County of Dakota that the contract with Polco has been executed; all sums remaining due and owing within 35 days of completion of the survey or the electronic slide presentation, whichever is later.

Attachment A details the total cost of households surveyed and the cost of additional services which may be requested by each Party individually.

5. Termination. This Agreement shall be terminated upon the written consent of all Parties or upon the occurrence of one of the following events, whichever occurs last:

- (a) July 31, 2027; or
- (b) Satisfactory completion of all Polco deliverables and subscription services as stated in the Polco contract and the County of Dakota has received all payments due and owing from the Parties.

6. Disposition of Property and Funds. At such time as this Agreement is terminated, any property interest remaining with the Parties shall be disposed of and the proceeds of the property shall be returned to the Parties in proportion to their contributions.
7. Data Practices. The Parties agree that any data and information created, received, maintained or shared by the Parties or with any external party in connection with this Agreement shall be treated and maintained in accordance with all applicable federal, state, and local laws and rules and regulations governing same, including but not limited to the provisions of the Minnesota Government Data Practices Act, Minnesota Statutes, Chapter 13. All Parties agree to provide each other and any other Minnesota county not a party to this Agreement, data that is necessary to fulfill the purposes of this Agreement, provided such sharing of data is done in accordance with the Minnesota Government Data Practices Act and other state and federal laws regulating the dissemination and sharing of data.
8. Amendments. This Agreement may be amended at any time by agreement of all Parties. Such amendments are not effective unless approved by all Parties in writing.
9. Additional Party. The Parties agree that additional counties may become parties to this Agreement upon adoption of an appropriate county board resolution and execution of this Agreement, on or before December 31, 2024. Costs shown in Attachment A apply to any additional parties.
10. Collaboration with External Counties. The Parties agree that they may share data created by this Agreement with external counties for purposes of survey creation, analysis and reporting. All sharing of data by a Party must be in compliance with Paragraph 7.
11. Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same instrument.

IN WITNESS WHEREOF, the parties have executed this Agreement on the dates indicated below.

APPROVED AS TO FORM:

COUNTY OF DAKOTA

Assistant County Attorney/Date

By: _____
David McKnight
Enterprise Finance and Information Services Director

Date: _____

Approved by Dakota County
Board Resolution No. _____.

APPROVED AS TO FORM:

Assistant County Attorney/Date

Approved by Olmsted County
Board Resolution No. _____.

COUNTY OF OLMSTED

By: _____

Title: _____

Date: _____

Attest _____

Name _____

Date: _____

APPROVED AS TO FORM:

Assistant County Attorney/Date

Approved by St. Louis County
Board Resolution No. _____.

Damion no. 2018-12340

COUNTY OF ST. LOUIS

By: _____

County Board Chair

Date: _____

By: _____

County Auditor

Date: _____

APPROVED AS TO FORM:

Assistant County Attorney/Date

Approved by Washington County
Board Resolution No. _____.

COUNTY OF WASHINGTON

By: _____

Title: _____

Date: _____

Attest _____

Name _____

Date: _____

SAMPLE ATTACHMENT A

A subscription to Polco with its Engage(formerly Premium) Module is the foundation of all of our contracts. A subscription to Polco's Access Module may also be included for Counties using the National Community Survey (NCS). The full power of Polco is available to you during your subscription term. *The cost for Engage will be included into the pricing below, rather than separate like the 2022 survey. We will host your online survey on your profile and you can create additional surveys or polls at any time. As participants respond they have the option to become part of your community's digital panel available for follow up questions, surveys, polls, and other engagement.

It is important to note that the recommended postcard-only outreach is a different recommended methodology than used in previous projects. This approach allows for larger sample sizes while keeping costs low for each county.*

Survey Development, Sampling, Mailing and Report for Counties with 7 Commissioner Districts:

Number of households per commissioner district	Total sample size	Number of survey pages	Survey cost
700	4,900	5	\$32,300
800	5,600	5	\$34,400
900	6,300	5	\$36,700

Survey Development, Sampling, Mailing and Report for Counties with 5 Commissioner Districts:

Number of households per commissioner district	Total sample size	Number of survey pages	Survey cost
700	3,500	5	\$28,300
800	4,000	5	\$29,600
900	4,500	5	\$31,400

Costs for additional services:

Mailing to 100 Additional Households

\$152 for every 100 additional postcard invitations (initial + reminder) per county

Translation and production for an alternative language survey

\$2,200 per language for a 5-page survey

Open-ended question

\$2,400 for one open-ended question added to the survey. Up to 1,000 responses will be categorized and reported on a separate tab in your online report, accompanied by a complete list of verbatim responses. (If more than 1,000 people answer the open-ended question, we can code all responses for an additional fee - \$25/additional 100 responses).

Substitute Traditional Printed Survey Outreach(One postcard and one printed survey packet)

\$1/Household in the Sample

Polco call support and mailed survey facilitation

\$500 per project. Mailed postcards will direct questions to Polco's support line instead of applicable County. If residents would like to request and fill out a paper copy of the survey in lieu of the online version, Polco's team will mail a paper survey to them and process the results.

Costs for additional services for Counties using the NCS

\$6,000 for additional 2,000 households (6K total)

\$4,400 for a full page of custom questions added to the NCS

Presentations and Travel:

We will produce a report of survey results for each county as part of the charges shown above. Costs for creating an electronic presentation and for an in-person or remote presentation of the survey report/results are separate.

- Presentation Slide Deck only..... \$1,400 per county
- Presentation Slide Deck plus remote presentation \$2,400 per county
- In-person survey presentations (including slide creation), for Polco staff time and travel:
 - for one county and one overnight stay \$3,650 per county
 - for two counties and one overnight stay..... \$3,025 per county
 - for three counties and one overnight stay (one trip)..... \$2,820 per county
 - for three counties and two overnights (one trip)..... \$2,950 per county
 - for four counties and two overnights (one trip)..... \$2,210 per county