

**STATE OF MINNESOTA
'2020 CARES ACT' COUNTY-MUNICIPALITY GRANT
ELECTIONS FUNDING SUBRECIPIENT AGREEMENT**

This Grant Agreement (hereinafter "Agreement") is made between Chisago County ("County"), and the city of Stacy, ("Municipality"), as follows:

Recitals

WHEREAS, pursuant to Minnesota Statutes Section 5.30, the Secretary of State manages and administers the Minnesota Help America Vote Act account that is funded in part through the federal Election Security Grant established pursuant to the Help America Vote Act (HAVA), promulgated in 2002; and

WHEREAS, in March 2020, Congress passed and the President signed into law the Coronavirus Aid, Relief, and Economic Security Act, Public Law 116-136, hereinafter the CARES Act, which contained an additional 400 million in HAVA emergency funds for states and local governments to prepare for and respond to impacts of the COVID -19 pandemic on elections; and

WHEREAS, the Minnesota Legislature enacted and the Governor signed into law Minnesota Session Law, Chapter 77, which directed the Secretary of State to administer a grant program that provides counties, cities and towns emergency funding for expenses necessarily incurred in response to impacts of the COVID-19 on elections;

WHEREAS, under Minnesota Laws 2020, Chapter 77, section 4, the County applied for and received funds as requested in its grant application and the County entered into a Grant Agreement with the Secretary of State, which is attached hereto and incorporated herein as Exhibit A, as provided in Paragraph 1.3, below.

WHEREAS, the County represented that it is duly qualified and agreed to perform all services described in that Agreement to the satisfaction of the State and in accordance with all federal and state laws authorizing these expenditures.

WHEREAS, pursuant to the CARES Act, Minnesota Election Laws and provisions of said Grant Agreement, the County and Municipality are authorized to enter into this Agreement for the purpose of disbursing to the Municipality, as subrecipient, funds awarded to the County consistent with and provided by said Grant Agreement.

WHEREAS, pursuant to Minn.Stat. §16B.98, Subd.1, County and Municipality agree to minimize administrative costs as a condition of this grant.

WHEREAS, federal funds for this agreement are provided pursuant to the Coronavirus Aid, Relief, and Economic Security Act, Public Law 116-136, hereinafter the CARES Act.

WHEREAS, County is responsible for elections within its county and Municipality operates polling places within its jurisdiction and both are in need of emergency election funds to take the necessary steps to respond to coronavirus, domestically or internationally, for the 2020 election cycle in a complete manner.

WHEREAS, Municipality represents that it has insufficient resources to respond in a complete manner without the grant amount provided pursuant to this Agreement.

TERMS AND CONDITIONS

1. Term

1.1 **Effective date:** This August 17, 2020, or the date all required signatures, have been affixed to the agreement by County and Municipality, whichever is later. No payments will be made to County until this Agreement is fully approved and executed.

1.2 **Expiration date:** This Agreement shall expire on December 31, 2020, or when all funds applied for and provided to Municipality by County have been expended, or returned to County for transmission to the State pursuant to paragraph 4.4 of the Agreement between County and State, whichever occurs first.

1.3 **Application of Terms.** Municipality agrees to be subject to the obligations applicable to County in paragraphs 1 through 5; 7 through 11; and 13 through 16 of the Grant Agreement, which is attached hereto and incorporated herein as Exhibit A.

2. Municipality's Duties

2.1 Municipality is hereby awarded \$653 from the funds provided by State to County in the Grant Agreement and will expend, no later than November 16, 2020, such funds only for the federal and state purposes, and as set forth in the above-referenced laws, in preparations for and the necessary events connected with the primary election to be held August 11, 2020 and the general election to be held November 3, 2020, at which federal offices are on the ballot. The authorized purposes are as set forth in said laws and shall regulate expenditures as if repeated, herein in full.

2.2 By December 15, 2020, Municipality shall return all unspent grant funds to County, as described in the Grant Application submitted by County, which is attached to and incorporated in this Agreement as Exhibit B.

2.3 By November 10, 2020, Municipality shall submit to the County a completed financial reporting form on the form that the County must submit to report grant expenditures to the State of Minnesota. The completed financial form of the Municipality must state the amount spent from this grant in calendar year 2020 for authorized expenses or electronic roster systems; a description of each expense or purchase, and the amount of the grant award that is unexpended and is being returned, if any; and the total of the proportionate match required by Minnesota Laws 2020, Chapter 77, section 4.

3. Authorized Representative and Grant Payments

3.1 The authorized representative of the parties are respectively, as follows:

For The County:

Bridgitte Konrad, County Auditor/Treasurer
313 North Main Street, Room 271
Center City, MN 55013
Tel: 651-213-8509
E-Mail: Bridgitte.Konrad@chisagocounty.us

For the Municipality:

Name: _____

Title: _____

Address/ City/Zip _____

Tel: _____

E-mail: _____

The parties will notify the other party in the event that there is a change of Authorized Representative

3.2 The County will make grant payments to the Municipality to: Stacy.

The Federal Employers Identification Number of Municipality is _____.

Signatures contained on Following Pages

COUNTY (County) County certifies that the appropriate person(s) have executed the Agreement on behalf of County as required by applicable resolutions or ordinances.

By: Ben Montzka

Signed: _____

Title: Chair, Board of Commissioners

Date: _____

Attest:

By: Bridgitte Konrad

Signed: _____

Title: Auditor-Treasurer

Date: _____

Approved as to Form:

By: Janet Reiter

Signed: /s/ Janet Reiter _____

Title: Chisago County Attorney

Date: August 6, 2020

MUNICIPALITY

City/Town: _____

By: _____

Signed: _____

Title: _____

Date: _____

Attest:

By: _____

Signed: _____

Title: _____

Date: _____

Approved as to Form:

By: _____

Signed: _____

Title: _____

Date: _____

Distribution: _____ County
_____ Municipality
_____ State of Minnesota.

0000197284

Exhibit A

STATE OF MINNESOTA 2020 CARES ACT GRANT AGREEMENT

This Agreement (hereinafter "Agreement") is made between the State of Minnesota, (hereinafter, "State") acting through its Secretary of State, 180 State Office Building, 100 Rev. Dr. Martin Luther King Jr. Boulevard, Saint Paul, MN 55155-1299 ("State") and Chisago County, 313 North Main Street, Room 271, Center City, MN 55012 ("Grantee").

Recitals

- 1 Under Minnesota Laws 2020, Chapter 77, section 4, Grantee is empowered to apply for the funds requested in this Agreement, and submitted a grant application under subdivision 6 of that section, and State is empowered to enter into this grant.
- 2 Grantee represents that it is duly qualified and agrees to perform all services described in this Agreement to the satisfaction of State and in accordance with all federal and state laws authorizing this grant. Pursuant to Minn.Stat. §16B.98, Subd.1, Grantee agrees to minimize administrative costs as a condition of this grant.
- 3 Federal funds for this agreement are provided pursuant to the Coronavirus Aid, Relief, and Economic Security Act, Public Law 116-136, hereinafter the CARES Act.
- 4 State is in need of assistance to prevent, prepare for, and respond to coronavirus, domestically or internationally, for the 2020 election cycle.
5. Grantee is responsible for elections within their county and is in need of funds to take the necessary steps to so respond in a complete manner.
6. Grantee represents that it has insufficient resources to respond in a complete manner without the grant amount provided pursuant to this agreement.

Agreement

1 *Effectiveness of Agreement*

- 1.1 *Effective date:* August 17, 2020, or the date all required signatures, including those required by Minnesota Statutes, § 16B.98, Subd. 5, have been affixed to the agreement by Grantee and State, whichever is later. Per Minnesota Statutes. §16B.98, Subd. 11, Grantee submitted and State approved a work plan and budget as part of the Grant Application, incorporated herein. Per Minnesota Statutes §16B.98 Subd. 7, no payments will be made to Grantee until this Agreement is fully approved and executed, and Grantee has been notified by State's Authorized Representative that they are in compliance with the terms of this Agreement.
- 1.2 *Expiration date:* December 31, 2020, or when all funds applied for and provided to Grantee by State have been expended, or returned pursuant to paragraph 4.4, whichever occurs first.
- 1.3 *Survival of Terms.* The following clauses survive the fulfillment of this Agreement: 4. Consideration and Payment; 8. Liability; 9. Audits and Reports; 10. Government Data Practices; 12. Property and Casualty Insurance; 13. Governing Law, Jurisdiction, and Venue; and 14. Data Disclosure.

2 *Grantee's Duties*

- 2.1 *Activities.* Grantee, who is not a state employee, will comply with required grants management policies and procedures set forth through Minn.Stat. §16B.97, Subd. 4 (a) (1) and will use all funds provided as a result of this Agreement for the federal and state purposes permitted under Public Law 116-136 and Minnesota Laws 2020, chapter 77, section 4, subdivision 4, which are incorporated into this Agreement, and as set forth in the Grant Application previously submitted by Grantee, incorporated herein, and attached hereto. As Chief County Election Official, the County Auditor or Election Director is responsible for fulfilling all requirements of Grantee under this agreement.

2.2 **Award and Matching Funds.** Grantee is hereby awarded \$44,761.39. Grantee must match the funds expended from this grant with local funds equivalent to 20% of the grant, or 25% of the funds expended on electronic roster systems.

2.3 **Expenditures.** Grantee will expend the funds only for the federal and state purposes and as described in the Grant Application submitted by Grantee, which is incorporated into this Agreement, except as set forth in paragraph 2.4 of this Agreement.

Grantee will expend funds granted by this Agreement as well as the required match, on preparations for and the necessary events connected with the primary election to be held August 11, 2020 and the general election to be held November 3, 2020, at which federal offices are on the ballot, no later than November 16, 2020, and will return all unspent grant funds to the State by December 31, 2020.

2.4 **Municipalities.** Grantee must work with municipalities within Grantee's jurisdiction to determine a fair, equitable, and mutually agreeable method for allocating grant funds within Grantee's jurisdiction and between municipalities. Grantee and municipalities must enter into an agreement stating the allocation and that the municipality is subject to the same terms as Grantee with respect to these funds. If no agreement is reached by September 8, 2020, Grantee must allocate and distribute the funds based on the default allocation contained in Section G of the Grant Agreement in Exhibit A. If the default allocation is used, the governing body of both Grantee and each municipality receiving funds must approve a resolution setting forth the allocation, and that by accepting the funds, the municipality is subject to the terms set forth in paragraphs 1 through 5; 7 through 11; and 13 through 16 of this Agreement as if it were the Grantee.

Grantee must report the allocation to municipalities within Grantee's jurisdiction to State by September 15, 2020. At the time of that report, Grantee must also certify that they have written agreements with municipalities regarding the allocation and terms, or that the County has utilized the default allocation.

2.5 **Reporting Requirements.** Grantee shall report to the State as specified in this Agreement.

2.5.1 **Progress Reporting.** Grantee shall submit, by November 16, 2020, a financial reporting form to the State utilizing the format identified by the State, stating the amount spent from this grant in calendar year 2020 for authorized expenses or electronic roster systems, a description of each expense or purchase, and how much of the grant award is unexpended and is being returned, if any, and the total of the proportionate match required by Minnesota Laws 2020, Chapter 77, section 4.

2.5.2 **Other Requirements.** Grantee must maintain financial records for each grant sufficient to satisfy audit standards or other reporting requirements and must transmit those records to the secretary of state upon request of the secretary of state.

2.5.3 **Evaluation.** State shall have the authority, during the course of this grant period, to conduct an evaluation of the performance of Grantee.

2.5.4 **Requirement Changes.** State may modify or change all reporting forms at their discretion during the grant period.

2.5.5 **Special Requirements.** The State reserves the right to append to the Agreement terms, at any time before all grant funds have been expended, special administrative requirements deemed

necessary to assure Grantee's successful implementation of the program. The State will notify the Grantee in writing of any special administrative requirements.

2.6 Accounting Requirements - Fiscal Control and Accounting Procedures.

Grantee's fiscal control and accounting procedures must be sufficient to:

- (a) Permit preparation of reports required by this Agreement,
- (b) Permit the tracing of funds to a level of expenditures adequate to determine that funds have not been used in violation of this agreement, and
- (c) Support accounting records through source documents, such as: cancelled checks, invoices and paid bills, agreement and sub award documents, and records sufficient to detail history of procurements.

2.7 Alterations in Spending Plan.

Any changes in the purposes for which this grant is spent that are still within the federal and state purposes, or adjustments in local allocations, from those set forth in the grant application, must be agreed to by the State.

3 Time

Grantee must comply with all the time requirements described in this Agreement. In the performance of matters funded pursuant to this Agreement, time is of the essence.

4 Consideration and Payment

4.1 Consideration. The State will make an award to Grantee under this Agreement as follows:

- (1) **Grant Award.** Grantee will be awarded the amount listed in paragraph 2.2 of this Agreement.
- (2) **Total Obligation.** The total obligation of State to Grantee under this Agreement will not exceed the amount listed in paragraph 2.2 of this Agreement.

4.2 Fiscal Requirements. Grantee shall report to the State as provided by paragraph 2.5 of this Agreement.

4.2.1 Financial Guidelines. Grantee's eligible expenditures under this Agreement must be specifically incurred by Grantee or municipalities with an agreement with Grantee. Grantee will report on all expenditures pertaining to this Agreement as provided in paragraph 2.5.

4.2.2 Records. Grantee must retain all financial records for a minimum of six (6) years after the date of submission of the final financial report, or until completion of an audit which has commenced before the expiration of this six-year period, or until any audit findings and/or recommendations from prior audit(s) have been resolved between the Grantee and State, whichever is later, and comply with all other retention and access requirements for records provided in the jurisdiction's retention schedules. Grantee must cooperate with any audits related to the use of these funds conducted by the United States Election Assistance Commission, Office of the Inspector General. In addition, Grantee must maintain records sufficient to report expenditures made during the term of this Agreement upon request of the State, including but not limited to a final report prior to the end of the term of the Agreement

4.3 Payment Invoices. State will pay the grant amount to an account of Grantee within 30 days after the effective date of this Agreement.

4.4 Conditions.

- (1) Payments under this Agreement will be made from federal and state match funds appropriated by Minnesota Laws, 2020, Chapter 77, section 4. Grantee is responsible for compliance with all requirements imposed on these funds and accepts full financial responsibility for any requirements imposed by Grantee's failure to comply with statutory or Agreement requirements.

- (2) Grant funds must be used only to increase the funds that would, in the absence of this grant, be made available for the federal and state purposes.
- (3) Grantee assures that these grant funds are required for the federal and state purposes because Grantee has insufficient funds to respond completely to the coronavirus pandemic.
- (4) Grantee will return all funds unexpended for the federal and state purposes on November 16, 2020 to OSS no later than December 31, 2020,

5 *Satisfaction*

All duties required and agreements or assurances provided by Grantee in this Agreement must be performed to State's satisfaction, as determined at the sole discretion of State's Authorized Representative and in accordance with all applicable federal, state, and local laws, ordinances, rules, and regulations.

6 *Authorized Representative*

State's Authorized Representative is David Maeda, Director of Elections, 180 State Office Building, 100 Rev. Dr. Martin Luther King Jr. Boulevard, Saint Paul, MN 55155-1299, 651-556-0612, or his successor, and has the responsibility to monitor Grantee's performance and compliance with this Agreement.

Grantee's Authorized Representative is Bridgitte Konrad, Auditor-Treasurer, 313 North Main Street, Room 271, Center City, MN 55012 651-213-8509 bridgitte.konrad@chisagocounty.us .

Grant payment will be made to:

Chisago County

Federal ID Number: 41-6005772

Grantee must be registered as a vendor in the SWIFT system, or must provide a W-9 form with this executed agreement, in order for State to register Grantee in the SWIFT system.

If Grantee's Authorized Representative changes at any time before the funds provided for in this Agreement are fully expended, Grantee must immediately notify the State.

7 *Assignment Amendments, Waiver, and Agreement Complete*

7.1 *Assignment*

Grantee shall neither assign nor transfer any rights or obligations under this Agreement without the prior written consent of State, approved by the same parties who executed and approved this Agreement, or their successors in office.

7.2 *Amendments*

Any amendments 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.

7.3 *Waiver*

If State fails to enforce any provision of this Agreement, that failure does not waive the provision or State's right to enforce it.

7.4 *Agreement Complete*

This Agreement contains all negotiations and agreements between State and Grantee. No other understanding regarding this Agreement, whether written or oral, may be used to bind either party.

8 *Liability*

Grantee must indemnify, save, and hold State, its agents, and employees harmless from any claims or causes of action, including attorney's fees incurred by State, arising from the expenditures of the funds

provided by this Agreement by Grantee or Grantee's agents or employees.

9 *Audits and Reports*

Under Minnesota Statutes, § 16C.05, subd. 5, and 16B.98, subd. 8, Grantee's books, records, documents, and accounting procedures and practices 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, receipt and approval of all final reports, or the required period of time to satisfy all state and program retention requirements, whichever is later. Grantee must cooperate with any audits related to the use of these funds conducted by the United States Election Assistance Commission, Office of the Inspector General. In addition, Grantee must report expenditures made during the term of this Agreement upon request of the State, including but not limited to a final report prior to the end of the term of the Agreement.

10 *Government Data Practices*

Grantee and State must comply with the Minnesota Government Data Practices Act, Minnesota Statutes, Ch. 13, 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 Grantee under this Agreement. The civil remedies of Minnesota Statutes, § 13.08 apply to the release of the data referred to in this clause by either Grantee or State.

If Grantee receives a request to release the data referred to in this Clause, Grantee must immediately notify State. State will give Grantee instructions concerning the release of the data to the requesting party before the data is released. Grantee's response to the request shall comply with applicable law.

11 *Workers' Compensation*

Grantee certifies that it is in compliance with Minnesota Statutes, § 176.181, subd. 2, pertaining to workers' compensation insurance coverage. Grantee's employees and agents will not be considered State employees. Any claims that may arise under the Minnesota Workers' Compensation Act on behalf of these employees and any claims made by any third party as a consequence of any act or omission on the part of these employees are in no way the State's obligation or responsibility.

12 *Property and Casualty Insurance*

Grantee is required to maintain a property and casualty insurance policy covering "All Risk" (or equivalent) of direct physical loss or damage, including, but not limited to, the perils of transit (if applicable), theft, and flood for devices or systems acquired using funds granted under the Agreement. The insurance limit shall be equal to the replacement cost of any electronic roster systems purchased with funds from this grant. Any deductible shall be the sole responsibility of Grantee.

13 *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.

14 *Data Disclosure*

Under Minnesota Statutes, § 270.66, and other applicable law, Grantee consents to disclosure of its social security number, federal employer tax identification number, and/or Minnesota tax identification number, already provided to the State, to federal and state tax agencies and state personnel involved in the payment of state obligations. These identification numbers may be used in the enforcement of federal and state tax laws which could result in action requiring Grantee to file state tax returns and pay delinquent state tax liabilities, if any, or pay other state liabilities.

15 Termination.

State may immediately terminate this Agreement with or without cause, upon 30 days' written notice to Grantee.

16 Grantee Procurement

Grantee certifies that it will use the procurement processes applicable in Grantee's jurisdiction in purchasing items or equipment with funds subject to this Agreement.

1. ENCUMBRANCE VERIFICATION

Individual certifies that funds have been encumbered as required by Minnesota Statutes, §§ 16A.15 and 16C.05.

Signed: Jerris Kury
Date: 8/24/2020
Agreement No. 182113 / PD 3307

3. STATE (Office of the Secretary of State)

By: [Signature]
(with delegated authority)
Title: Director of Elections
Date: 8/27/20

2. GRANTEE (County)

Grantee certifies that the appropriate person(s) have executed the Agreement on behalf of Grantee as required by applicable resolutions or ordinances.

By: Ben Montzler
Title: Chair, Board of Commissioners
Date: 8/31/2020
By: [Signature]
Title: Auditor - Treasurer
Date: 8/31/2020

Distribution: Grantee
State's Authorized Representative

Section D. Reporting Requirements

Reports must be submitted by November 16, 2020 to elections.dept@state.mn.us

Progress Narrative		
<p>The CARES Act requires that states submit a report after each primary and general election that includes a “full accounting of the State’s uses of the payments and an explanation of how such uses allowed the State to prevent, prepare for, and respond to coronavirus.” Please provide a narrative report that describes how you and the municipalities within your county used the funds to address the pandemic, the challenges you faced in responding to it, and how you are meeting the requirement of a local 20% funding match, or 25% local funding match for electronic rosters. Describe the major issues you and the municipalities within your county faced in dealing with the pandemic in the election cycle.</p>		
Amount Expended and Unliquidated Obligations		
	Grant Funds	Local Match
Voting Process Expenses: Including additional costs for printing and mailing ballots, ballot tracking software, high speed scanners and letter opening equipment, hardware and software associated with absentee ballot administration.		
Staffing: Additional poll workers, election office staff diverted to pandemic response, temporary staff.		
Security and Training: Security for additional absentee materials, pre- and post-election cleaning of polling places, staff and poll worker training on prevention processes.		
Communications: Notifying public of changes in registration, ballot request options, precautions, or voting procedures.		
Supplies: Additional supplies required in the polling place, absentee voting locations, cleaning supplies, masks, or other election-related and pandemic related supplies.		
Other (describe):		
Other (describe):		
TOTAL:		

