

STATE OF MINNESOTA  
2022 ELECTION SECURITY 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 Ramsey County, 90 West Plato Blvd, Suite 160, St Paul, MN 55107, St. Paul, MN 55101 ("Grantee").

Recitals

- 1 Under Minnesota Laws 2021, First Special Session, Chapter 12, article 1, section 41, Grantor is authorized to distribute funds to political subdivisions for activities authorized by Public Law 115-141, Title V, Public Law 116-93, Title V, Laws 2019, First Special Session chapter 10, article 1, section 40, and Laws 2020, chapter 77, section 3, (hereinafter the "federal and state purposes"). Grantee is a political subdivision of the State and thus empowered to apply for the funds requested in this Agreement. Grantee submitted a grant application 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 grants from the United States Election Assistance Commission under the provisions cited in paragraph 1. State match funds are provided under the same provisions.
- 4 State is in need of assistance to improve election security and the administration of federal elections as provided for in the provisions cited in paragraph 1.
- 5 Grantee is responsible for the administration of elections in the area under their jurisdiction.

Agreement

1 *Effectiveness of Agreement*

1.1 *Effective date:* March 14, 2022, 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. Grantee agrees to use the funds provided under this agreement only for the authorized federal and state purposes. Grantee submitted, and State approved, a 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:* March 23, 2027, or until all funds have been expended.

1.3 *Survival of Terms.* The following clauses survive the fulfillment of this Agreement: 2,5. Reporting Requirements; 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 authorized federal and state purposes, which are incorporated into this Agreement, and as further set forth in the Grant Application submitted by Grantee, incorporated herein, and attached hereto. The Chief Election Official of Grantee is responsible for fulfilling all requirements of

Grantee under this agreement.

**2.2 Award.** Grantee is hereby awarded \$ 142,588.89 for the federal and state purposes.

**2.3 Expenditures.** Grantee will expend the funds only for the federal and state purposes, except as set forth in paragraph 2.4 of this Agreement.

**2.4 Municipalities.** Grantee, if not a municipality, may work with municipalities within Grantee's jurisdiction to establish a system to reimburse municipalities for expenditures that are within the scope of this agreement. Grantee may establish additional restrictions on eligible expenditures, and may in its discretion establish a match requirement, cap or other limit on reimbursement, Grantee and municipalities must agree in advance on the expenditure to be made, and municipalities must demonstrate that the goods or services were performed and provide documentation to Grantee prior to receiving reimbursement. By accepting reimbursement, the municipality is subject to the terms set forth in paragraphs 9, 10, 13, and 14 of this Agreement as if it were the Grantee.

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

**2.5.1 Progress Reporting.** Grantee shall submit, each year, a financial reporting form to State utilizing the format identified by State, stating the amount spent from this grant by Grantee and any municipalities within the jurisdiction of the Grantee to whom Grantee has provided funds in the preceding federal fiscal year or in the first six months of the current federal fiscal year for the authorized federal and state purposes. Grantee shall also list all interest earned on these funds.

**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. Grantee must also retain and hold for expenditures only on the federal and state purposes, all interest earned on these funds. Grantee agrees to hold State harmless and to pay any fines or penalties, should the expenditures of Grantee be found to be improper in an audit of any kind.

**2.5.3 Evaluation.** State shall have the authority 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.

**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. 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.

### 3 *Time*

Grantee must comply with all the time requirements described in this Agreement.

### 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 by municipalities with a sub-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 all funds have been expended, 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, or its successor. In addition, Grantee must maintain records sufficient to report expenditures made during the term of this Agreement upon request of the State.

**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, First Special Session, Chapter 10, Article 1, section 40, and Minnesota Laws, 2020, Chapter 77, section 3. 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.

### 5 *Satisfaction*

All duties required of 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:

**Christina Tvedten**  
**Assistant Manager Election Services**

121 7th Pl E, St Paul, MN 55101  
St. Paul, MN 55101

Telephone Number: 651-266-8500

Email Address: christina.tvedten@co.ramsey.mn.us

Grant payment will be made to: **Ramsey County**

Federal ID Number: **41-6005875**

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. Grantee agrees to hold State harmless and to pay any fines or penalties, should the expenditures of Grantee be found to be improper in an audit of any kind.

## **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 expenditure of all funds provided under 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, or its successor. In addition, Grantee must report expenditures made during the term of this Agreement upon request of the State, and must make the annual and semi-annual reports described in this agreement stating expenditures during the current or most recently ended periods as directed by State.

**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 equipment 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. Grantee may terminate this agreement by returning all unexpended funds to State upon 30 days written notice to State. Reporting requirements will continue as necessary to complete reporting for the period in which the funds are returned. No partial return of funds is permitted under this agreement.

**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: Cheeril Keen

Date: 3/17/2022

Agreement No. 208670/PO 3787

**2. GRANTEE (County)**

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

By: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

By: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**3. STATE (Office of the Secretary of State)**

By: [Signature]  
(with delegated authority)

Title: Director of Elections

Date: 3/17/22

Distribution: Grantee  
State's Authorized Representative