

**TO: MAYOR AND CITY COUNCIL**

**FROM: LANELL ENDRES, FINANCE DIRECTOR/ASST CITY ADMIN**

**SUBJECT: DEPUTY REGISTRAR REIMBURSEMENT GRANT**

**MEETING DATE: JUNE 18, 2019**

### **BACKGROUND**

The State of Minnesota implemented a new program for processing licenses and titles called Minnesota License and Registration System, commonly known as MNLARS. As you are probably aware, the State has experienced many issues and problems related to the new system that resulted in loss of revenues for Deputy Registrar offices across the state.

The Legislature passed an appropriation of \$13 million for deputy registrar grants which was then signed by Governor Walz. In order for the local deputy offices to receive the allotted grant money, they are required to sign the grant agreement and liability release forms, copies of which are attached. City Attorney Knutson has reviewed the information and did not have any concerns with the documents.

Cannon Falls' allotment of the grant is \$37,309.53. We are appreciative to the Governor, the State Legislature, the Minnesota Deputy Registrar Association and all others involved for their work on this issue.

### **REQUESTED COUNCIL ACTION**

I respectfully request a motion for Council approval of the resolution for authorization to sign the Grant Agreement and Liability Release documents and submittal to the State.

Attachment(s):  
Deputy Registrar Reimbursement Grant documents  
Resolution

# MINNESOTA DEPARTMENT OF PUBLIC SAFETY



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## Driver and Vehicle Services

445 Minnesota Street • Suite 190 • Saint Paul, Minnesota 55101-5190

Driver Services Phone: 651.297.3298 • Vehicle Services Phone: 651.297.2126

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June 6, 2019

Mrs. Lanell Endres  
Deputy Registrar 138  
918 River Road  
Cannon Falls, MN 55009

Subject: Deputy Registrar Reimbursement Grant  
Application Deadline: June 30, 2019

Dear Mrs. Endres:

Legislation recently signed by Governor Walz included an appropriation of \$13 million for deputy registrar reimbursement grants related to the development and deployment of the Minnesota License and Registration System (MNLARS).

The amount of the reimbursement grant for your office location is **\$37,309.53**.

To receive the reimbursement, you must submit the following on or before **June 30, 2019**.

- Fully completed and signed grant agreement.
- Fully completed and signed release form.

The state calculated the grant amount using the formula specified in the legislation:

- 10% of available funds allocated equally among all deputy registrars;
- 45% of the available funds allocated proportionally based on the number of transactions where a filing fee was retained by the deputy registrar from August 1, 2017 through December 31, 2018 compared to the total number of transactions where a filing fee is retained by all deputy registrars; and

- 45% of available funds allocated proportionally based on the number of transactions where a filing fee is retained by each deputy registrar from July 1, 2014 through June 30, 2017 compared to the total number of transactions where a filing fee is retained by all deputy registrars.

Enclosed is the grant agreement, release form, instructions for completing and submitting the forms, and a return certified mail envelope. To receive the reimbursement grant you must complete and return the forms on or before June 30.

If you have any questions, please email DVS Deputy Director Jeffrey Schmitz at [jeffrey.schmitz@state.mn.us](mailto:jeffrey.schmitz@state.mn.us) or call 651-201-7584.

Sincerely,

A handwritten signature in cursive script that reads "Dawn M. Olson".

Dawn M. Olson  
Director, Driver and Vehicle Services



<b>Minnesota Department of Public Safety ("State")</b> Driver and Vehicle Services 445 Minnesota Street, Suite 195 St. Paul, MN 55101	<b>Grant Program:</b> MN Session Laws- 2019 1 <sup>st</sup> Special Session, Chapter 3, Article 1, Section 6 & Article 2, Section 36
<b>Grantee (Fill in information - Print):</b> Organization Name: Deputy Registrar Name: Deputy Registrar Address:  Remittance Address:  Tax Identification Number: Phone:	<b>Grant Agreement Term:</b>  <b>Effective Date:</b> 6/01/2019 <b>Expiration Date:</b> 7/31/2019
<b>State's Authorized Representative:</b> Jeffrey Schmitz, <a href="mailto:Jeffrey.schmitz@state.mn.us">Jeffrey.schmitz@state.mn.us</a> , 651-201-7584	<b>Grant Agreement Amount:</b> \$37,309.53 <b>Deputy Registrar No.:</b> 138

Under Minn. Stat. § 299A.01, Subd 2 (4) the State is empowered to enter into this grant agreement.

**Term:** Effective date is the date the State obtains all required signatures under Minn. Stat. § 16B.98, subd. 5 and 7. Once this grant agreement is fully executed, the Grantee will receive reimbursement pursuant to the Payment clause of this grant agreement. Per MN Session Laws- 2019 1<sup>st</sup> Special Session, Chapter 3, Article 1, Section 6 & Article 2, Section 36.

**The Grantee Agrees to:**

Comply with all requirements in the request and release agreement. Per MN Session Laws- 2019 1st Special Session, Chapter 3, Article 1, Section 6 & Article 2, Section 36.

**Payment:**

The State will disburse the reimbursement within 30 days of the request and release agreement being returned. No later than July 31, 2019. Per MN Session Laws- 2019 1st Special Session, Chapter 3, Article 1, Section 6 & Article 2, Section 36.

**1. GRANTEE**

*The Grantee certifies that the appropriate person(s)  
have executed the grant agreement on behalf of the Grantee  
as required by applicable articles, bylaws, resolutions, or ordinances.*

Signed: \_\_\_\_\_

Print Name: \_\_\_\_\_

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

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

Signed: \_\_\_\_\_

Print Name: \_\_\_\_\_

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

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

**2. STATE AGENCY**

Signed: \_\_\_\_\_

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

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

## Liability Release

This agreement is made and entered into by and between

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(Deputy Registrar Appointee Printed Full Name "Deputy Registrar")

and The Minnesota Department of Public Safety, the State of Minnesota, or any other past or present parents, agents, assigns, representatives, officers, or employees (collectively "The State"). The parties enter into this agreement pursuant to the reimbursement grant authorized by Minnesota Session Laws 2019 1st Special Session, Chapter 3, Article 1, Section 6 & Article 2, Section 36. Therefore in consideration of the foregoing recitals, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. The parties wish to settle all of their differences without further costs to any of them.
2. The parties have agreed to a complete settlement of all of the disputes existing between them.
3. It is expressly understood and agreed as a condition hereof that this Agreement shall not constitute nor be construed to be an admission of any wrongdoing or liability on the part of The State.
4. The creation or payment of reimbursement grants under this section is not: (1) an admission of liability or wrongdoing by the state or its employees for any act or omission arising from the development and deployment of MNLARS; and (2) admissible in a judicial or administrative proceeding to establish liability or a legal duty.
5. In consideration for the payment described above, and in exchange for the promises herein, and other good and valuable consideration, the sufficiency of which is hereby acknowledged, Deputy Registrar, for themselves and all heirs, administrators, representatives, agents, attorneys, successors and assigns, completely releases and forever discharges Department of Public Safety and the State of Minnesota, and all respective present and former officers, agents, representatives, employees, attorneys, insurers, predecessors and successors in interest, and assigns, in their official and individual capacities, from each and every legal claim or demand of any kind that Deputy Registrar ever had or might now have, whether or not any such claim is known to them. This release specifically includes, without limitation, any and all claims currently made or which could have been made.
6. Deputy Registrar fully understands that this is a full, final and complete release of all claims against The State, including, but not limited to, all claims under 42 U.S.C. § 1983, the Americans with Disabilities Act, the Federal Rehabilitation Act, the Minnesota Government Data Practices Act, the Minnesota Human Rights Act, and any other local, state or federal laws, rules, regulations, ordinances or executive orders relating to illegal discrimination or tort. Deputy Registrar also understands that they are releasing all claims, including but not limited to, all claims based upon all claims for penalties, all claims for attorneys' fees, costs and disbursements incurred by Deputy Registrar or any of their attorneys, all claims for mental anguish and suffering, all claims for damage to reputation, all claims for economic loss, all claims for damages, all claims for compensatory damages, all claims for punitive damages, all claims for liquidated damages, all

claims for fraud or misrepresentation, all claims that include the development and deployment of MNLARS.

7. This Agreement does not waive or release any rights or claims of any kind that Deputy Registrar may have which arise after they sign this Agreement, or which arise out of acts occurring after they sign this Agreement.

8. The parties understand that the release of information by The State about this matter is governed by Minn. Stat. § 13.01, et seq. (Minnesota Government Data Practices Act") and Minn. Stat. § 15.17, et seq. ("Official Records Act"). The parties agree that the specific reasons that this dispute is being settled are: (1) to avoid any and all further costs of litigation for all parties; and (2) to avoid any and all further risks of litigation for all parties. The parties agree that the statement of specific reasons in this paragraph for settling this dispute complies with the requirements of Minn. Stat. § 13.43, subd. 2(a)(6).

9. This Agreement is to be interpreted and enforced in accordance with the laws of the State of Minnesota. Any action to enforce this Agreement shall be adjudicated in the state courts of Minnesota.

10. The Deputy Registrar agrees that they have read this Agreement, knows its contents and has signed it as a free and voluntary act having had adequate opportunity to consider its terms and conditions.

\_\_\_\_\_  
Signature of the Deputy Registrar Appointee

Date Signed \_\_\_\_\_

Subscribed and sworn before me this \_\_\_\_\_, day of \_\_\_\_\_,  
My Commission expires \_\_\_\_ / \_\_\_\_ / \_\_\_\_

Notary Public Signature

\_\_\_\_\_

Notary Stamp or Seal  
(Optional)

\_\_\_\_\_  
Signature of the State Agency

Date Signed \_\_\_\_\_

**CITY OF CANNON FALLS  
GOODHUE COUNTY, MINNESOTA**

**RESOLUTION NUMBER 2431**

**RESOLUTION AUTHORIZING ACCEPTANCE OF REIMBURSEMENT  
GRANT FOR THE CANNON FALLS DEPUTY REGISTRAR #138**

**WHEREAS**, legislation was recently passed and then signed by Minnesota Governor Tim Walz appropriating \$13 million for deputy registrar reimbursement grants related to the development and deployment of the Minnesota License and Registration System, commonly known as MNLARS; and

**WHEREAS**, the grant reimbursement agreement also requires the acceptance of the Liability Release; and

**WHEREAS**, the Cannon Falls Deputy Registrar #138 is owned and operated by the City of Cannon Falls.

**NOW, THEREFORE, BE IT RESOLVED** the State of Minnesota has determined \$37,309.53 is the amount of the reimbursement grant appropriated for Deputy Registrar #138.

**BE IT FURTHER RESOLVED**, that the City of Cannon Falls hereby authorizes the Mayor and City Administrator to sign the Grant Agreement as provided and further authorizes the Deputy Registrar appointee to sign the Liability Release as required to execute the grant and release documents.

**ADOPTED** by the City of Cannon Falls this 18<sup>th</sup> day of June 2019.

**CITY OF CANNON FALLS**

\_\_\_\_\_  
John O. Althoff, Mayor

ATTEST: \_\_\_\_\_  
David Maroney, City Administrator