

TO: MAYOR AND CITY COUNCIL

FROM: SARA PEER, CITY CLERK

SUBJECT: APPROVE VOTING OPERATIONS, TECHNOLOGY & ELECTION RESOURCES ACCOUNT MUNICIPALITY AGREEMENT WITH GOODHUE COUNTY

DATE: OCTOBER 17, 2023

BACKGROUND

The 2023 legislature approved funds to be allocated for expenses directly related to elections. The State distributed these funds to the counties and bases it on how many registered voters are within each county. Goodhue County received \$11,662.34. The County keeps 50%; cities that administer absentee voting receive 25% and the additional 25% goes to cities and townships that hold elections, all based on how many registered voters. The City of Cannon Falls' share is \$256.05.

Goodhue County is proposing to retain all funds and spend the money on annual hardware and software for the equipment we use for elections. The city would normally reimburse the County for these updates. The city cost share for the hardware and software is approximately \$960.00 annually.

Staff recommends approving the Voting Operations, Technology & Election Resources Account Municipality Agreement with Goodhue County.

RECOMMENDED COUNCIL ACTION

Please make a motion to approve the Voting Operations, Technology & Election Resources Account Municipality Agreement with Goodhue County.

**STATE OF MINNESOTA
VOTING OPERATIONS, TECHNOLOGY & ELECTION RESOURCES (VOTER) ACCOUNT
COUNTY – MUNICIPALITY AGREEMENT**

This Agreement (hereinafter “Agreement”) is made between Goodhue County ("County"),
and Cannon Falls City (“Municipality”).

Recitals

1. Under Minnesota Laws 2023, Chapter 62, Article 4, section 6, the Voting Operations, Technology, and Election Resources (VOTER) Account was established requiring the Office of the Secretary of State, hereinafter the OSS, to distribute funds to each county as prescribed.
2. Total allocation to County is approximately \$11,662.34 annually.
3. Upon receipt of funds, County and Municipality must agree on a distribution plan for allocating funds from the account which must be used for expenditures directly related to election administration.
4. County is responsible for elections within its county and Municipality operates polling places within its jurisdiction.

Agreement

1. *Effectiveness of Agreement*

- 1.1. ***Effective date.*** August 30, 2023, or the date all required signatures have been affixed to the agreement by County and Municipality, whichever is later.
- 1.2. ***Annual Renewal.*** This agreement shall remain in effect and renew annually until such time that the County or the Municipality notifies the other party in writing of its desire to terminate the Agreement. The termination will be effective December 31 of the year of notice, for the following year’s allocation.
- 1.3. ***Application of terms.*** Municipality agrees to be subject to the obligations applicable to County in the Agreement set forth in said agreement.

2. *Allocation of VOTER Account Funds*

- 2.1. ***Allocation determination.*** The Municipality agrees to receive no direct allocation under this agreement. The Municipality’s default allocation amount as provided by the OSS will instead be retained by the County for qualifying expenditures of the County and the Municipality as referenced in this Agreement.
- 2.2. ***Allocation methodology.*** The County will utilize the provided OSS default allocation as a consistent and equitable distribution of VOTER account funds for qualifying expenditures for all municipalities.
- 2.3. ***Maximum available amount.*** Based on the OSS default allocation, Municipality is allocated no more than \$256.05 for qualifying expenditures described in the Agreement and in accordance with all federal and state laws authorizing these expenditures.

3. *Use and Maintenance of VOTER Account Funds*

- 3.1. ***Municipality authorization.*** Municipality agrees to authorize County to expend the allocated amount for authorized purposes on behalf of Municipality.
- 3.2. ***Segregation of funds.*** County must segregate all funds in an election funding account.
- 3.3. ***Maintenance of funds.*** County must maintain the funds in the segregated account until spent for any authorized purposes described in the Agreement.

- 3.4. **Authorized purposes.** County may use the funds provided under the Agreement for expenditures directly related to election administration as defined in Minnesota Statutes section 5.305.
- 3.5. **Reporting requirements.** County agrees to provide any required information to OSS to meet reporting requirements outlined in statute for all funds expended for each calendar year by December 31 annually.

4. Authorized Representatives

County’s Authorized Representative is:

Brian Anderson
 Finance Director
 509 W 5th St, Red Wing, MN 55066
 651-385-3040

Municipality’s Authorized Representative is:

Name: _____
 Title: _____
 Address: _____
 Phone: _____
 Email: _____

If either Authorized Representative changes at any time before the funds provided for in this Agreement are fully expended, parties must notify each other of the change.

5. Signatures and Certification

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

COUNTY

MUNICIPALITY

By: _____
 Signed: _____
 Title: _____
 Date: _____

Jurisdiction: _____
 By: _____
 Signed: _____
 Title: _____
 Date: _____