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MEMO

TO: Mayor and Councilmembers
FROM: Timothy J. Kuntz, City Attorney
DATE: February 26, 2014
RE: Resolution Approving Disability Grant Contract between the State of Minnesota and the City of Sunfish Lake and Authorizing Receipt of Grant Funds
March 4, 2014 Council Meeting; Agenda Item 8(e)

Section 1. Background. The State of Minnesota Office of the Secretary of State solicited grant proposals from cities for accessibility improvements to polling places in Minnesota to provide accessibility to individuals with disabilities to polling locations. There is only one polling place within the City of Sunfish Lake located at St. Anne's Episcopal Church, 2035 Charlton Road, Sunfish Lake, Minnesota and that location does not currently have automatic door openers to allow for accessibility for individuals with disabilities.

At the December 3, 2013 Council meeting the City Council of Sunfish Lake supported the submission of a grant application for election assistance for individuals with disabilities (EAID) to be used for purchasing automatic door openers for the one and only polling place located at St. Anne's Episcopal Church at 2035 Charlton Road, Sunfish Lake, Minnesota.

The City submitted its grant application to the Office of the Secretary of State of Minnesota for federal funds pursuant to Title II, Section 261 of the Help America Vote Act for the sole purpose of improving access to the Sunfish Lake polling place for persons with disabilities. The grant application submitted by the City of Sunfish Lake was approved by the Office of the Secretary of State of Minnesota. The Disability Grant Contract allows the City of Sunfish Lake to receive grant funds in the amount of \$8,918.21.

As a requirement for receiving the grant funds in the amount of \$8,918.21, the State of Minnesota requires that the City of Sunfish Lake enter into the attached Disability Grant Contract, which contract governs the receipt, expenditure, reimbursement and reporting of such grant funds. The estimated cost of the accessibility project is \$9,749.79. The grant funds equal \$8,918.21.

The difference is \$831.58. It is expected that St. Anne's Episcopal Church will pay the difference to the City.

Section 2. Funding. Glewwe Doors, Inc. provided a quotation of November 11, 2013, in the amount of \$9,749.79. The City Clerk is going to confirm that the quotation is still valid.

The grant funds of \$8,918.21 leave a funding gap of \$831.58. By letter dated December 2, 2013, the Church committed to fund the gap.

We are drafting an agreement with the Church that will commit the Church to pay the difference. This agreement will be on the April 1, 2014 Council meeting.

Section 3. Schedule. The schedule is as follows:

December 3, 2013:	City submits grant application
February 4, 2014:	State awards grant to City
March 4, 2014:	City signs Disability Grant Contract
April 1, 2014:	City and Church execute agreement committing Church to fund gap
May or June 2014:	Construction occurs
July 2014:	City submits reimbursement request to State
August 2014:	City receives reimbursement from State

Section 4. Council Action. The Council is asked to consider the attached Resolution Approving a Disability Grant Contract between the State of Minnesota and City of Sunfish Lake and Authorizing Receipt of Grant Funds at the March 4, 2014 City Council meeting.

Attachments

**CITY OF SUNFISH LAKE
DAKOTA COUNTY, MINNESOTA**

RESOLUTION NO. 14-_____

**RESOLUTION APPROVING A DISABILITY GRANT CONTRACT BETWEEN THE
STATE OF MINNESOTA (ACTING THROUGH ITS SECRETARY OF STATE) AND
THE CITY OF SUNFISH LAKE AND AUTHORIZING RECEIPT OF GRANT FUNDS**

WHEREAS, the State of Minnesota Office of the Secretary of State solicited grant proposals from cities for accessibility improvements to polling places in Minnesota to provide accessibility to individuals with disabilities to polling locations.

WHEREAS, there is only one polling place within the City of Sunfish Lake located at St. Anne's Episcopal Church, 2035 Charlton Road, Sunfish Lake, Minnesota and that location does not currently have automatic door openers to allow for accessibility for individuals with disabilities.

WHEREAS, at the December 3, 2013 Council meeting the City Council of Sunfish Lake supported the submission of a grant application for election assistance for individuals with disabilities (EAID) to be used for purchasing automatic door openers for the one and only polling place located at St. Anne's Episcopal Church at 2035 Charlton Road, Sunfish Lake, Minnesota.

WHEREAS, the City submitted its grant application to the Office of the Secretary of State of Minnesota for federal funds pursuant to Title II, Section 261 of the Help America Vote Act for the sole purpose of improving access to the Sunfish Lake polling place for persons with disabilities.

WHEREAS, the grant application submitted by the City of Sunfish Lake was approved by the Office of the Secretary of State of Minnesota. The Disability Grant Contract allows the City of Sunfish Lake to receive grant funds in the amount of \$8,918.21.

WHEREAS, as a requirement for receiving the grant funds in the amount of \$8,918.21, the State of Minnesota requires that the City of Sunfish Lake enter into the attached Disability Grant Contract, which contract governs the receipt, expenditure, reimbursement and reporting of such grant funds.

WHEREAS, the estimated cost of the accessibility project is \$9,749.79. The grant funds equal \$8,918.21. The difference is \$831.58. It is expected that St. Anne's Episcopal Church will pay the difference to the City.

NOW, THEREFORE, BE IT RESOLVED, as follows:

- 1.) The Council hereby approves the attached Disability Grant Contract between the State of Minnesota (acting through its Secretary of State) and the City of Sunfish Lake.

- 2.) The Council authorizes the Mayor and City Clerk to execute the Disability Grant Contract on behalf of the City.
- 3.) The Council hereby authorizes the receipt of grant funds by the City of Sunfish Lake in the amount of \$8,918.21 from the Office of the Secretary of State of Minnesota; subject to receipt by the City of \$831.58 from St. Anne's Episcopal Church, the Council further authorizes the expenditure of the grant funds by the City of Sunfish Lake in the manner indicated in the attached Disability Grant Contract.

Passed this 4th day of March, 2014.

Molly Park, Mayor

ATTEST:

Catherine Iago, City Clerk

STATE OF MINNESOTA DISABILITY GRANT CONTRACT

This grant contract is between the State of Minnesota, acting through its Secretary of State ("State") and City of Sunfish Lake, 7378 Jordon Ave. So., Cottage Grove, MN 55016 ("Grantee")

Sunfish Lake - City

Recitals

1. Under Minnesota Laws 2007, Chapter 148, Article I, section 7, the State is empowered to enter into this grant.
2. Federal funds for this grant agreement are provided under the Help America Vote Act (hereinafter, HAVA) of 2002 (Public Law 107-252), section 261.
3. The State is in need of improvements to polling place accessibility.
4. The Grantee represents that it is duly qualified and agrees to perform all services described in this grant contract to the satisfaction of the State.

Grant Contract

1 Term of Grant Contract

- 1.1 **Effective date:** *March 14, 2014* or the date the State obtains all required signatures under Minnesota Statutes Section 16C.05, subdivision 2, whichever is later.

The Grantee must not begin work under this grant contract until this contract is fully executed and the Grantee has been notified by the State's Authorized Representative to begin the work. The Grantee is not entitled to any funds under this grant contract until this contract is fully approved and executed and the Grantee has notified the State's Authorized Representative that the duties set forth in Paragraph 2 have been completed and all required documentation for reimbursement has been received and accepted by the State's Authorized Representative.

- 1.2 **Requirements for Reimbursement:** All reimbursement documentation including the Reimbursement Request form, all copies of invoices and receipts, and all before and after pictures of any construction projects must be received by the Office of the Minnesota Secretary of State by 4:30 p.m. on Friday, August 9, 2014 to qualify for reimbursement under this contract. This requirement may only be altered if agreed to in writing by the Office of the Minnesota Secretary of State.
- 1.3 **Expiration date:** *August 29, 2014*, or until all obligations have been satisfactorily fulfilled, whichever occurs first.
- 1.4 **Survival of Terms.** The following clauses survive the expiration or cancellation of this grant contract: 8. Liability; 9. State Audits; 10. Government Data Practices and Intellectual Property; 13. Publicity and Endorsement; 14. Governing Law, Jurisdiction, and Venue; and 16 Data Disclosure.

2 **Grantee's Duties**

The Grantee, who is not a state employee, will use the funds awarded to implement the following accessibility improvements:

\$8,918.21 for 2 ADA compliant automatic door openers to be installed at the entryway to the polling location for accessibility for persons with disabilities.

3 **Time**

The Grantee must comply with all the time requirements described in this grant contract. In the performance of this grant contract, time is of the essence.

4 **Consideration and Payment**

4.1 **Consideration.** The State will reimburse expenditures undertaken by the Grantee under this grant contract as follows:

\$8,918.21 for 2 ADA compliant automatic door openers to be installed at the entryway to the polling location for accessibility for persons with disabilities.

4.2 **Total Obligation.** The total obligation of the State for all reimbursements to the Grantee under this grant contract will not exceed \$8,918.21.

4.3 **Payment**

(a.) **Invoices.** The State will promptly pay the Grantee after the Grantee presents an itemized invoice for the services actually performed and the State's Authorized Representative accepts the invoiced services. Invoices must be submitted timely.

(b.) **Federal funds.** Payments under this grant contract will be made from federal funds obtained by the State through Title II, CFDA number 93-617, of the Help America Vote Act of 2002. The Grantee is responsible for compliance with all federal requirements imposed on these funds and accepts full financial responsibility for any requirements imposed by the Grantee's failure to comply with federal requirements.

(c.) **Debarment and Suspension.** 45 CFR 76, "Government-wide Debarment and Suspension (Nonprocurement)," the implementing regulation, requires that the Grantee certify that it has not been debarred or otherwise excluded from participating in any other transaction with a federal department or agency. By submitting this contract, Grantee so certifies.

5 **Conditions of Payment**

All services provided by the Grantee under this grant contract must be performed to the State's satisfaction, as determined at the sole discretion of the State's Authorized Representative and in accordance with all applicable federal, state, and local laws, ordinances, rules, and regulations. The Grantee will not receive payment for work found by the State to be unsatisfactory or performed in violation of federal, state, or local law.

6 Authorized Representative

The State's Authorized Representative is Brad Anderson, EAID Grant Administrator, 100 Rev. Dr. Martin Luther King Jr. Blvd, Suite 180, (651) 556-0642, or his successor, and has the responsibility to monitor the Grantee's performance and the authority to accept the services provided under this grant contract. If the services are satisfactory, the State's Authorized Representative will certify acceptance on each invoice submitted for payment.

The Grantee's Authorized Representative is

Catherine Iago
7378 Jordon Ave. So.
Cottage Grove, MN 55016

Tax ID #41-1640554

If the Grantee's Authorized Representative changes at any time during this grant contract, the Grantee must immediately notify the State.

7 Assignment, Amendments, Waiver, and Grant contract Complete

7.1 Assignment. The Grantee may neither assign nor transfer any rights or obligations under this grant contract without the prior consent of the State and a fully executed Assignment Agreement, executed and approved by the same parties who executed and approved this grant contract, or their successors in office.

7.2 Amendments. Any amendment to this grant contract 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 grant contract, or their successors in office.

7.3 Waiver. If the State fails to enforce any provision of this grant contract, that failure does not waive the provision or its right to enforce it.

7.4 Grant Contract Complete. This grant contract contains all negotiations and agreements between the State and the Grantee. No other understanding regarding this grant contract, whether written or oral, may be used to bind either party.

8 Liability

The Grantee must indemnify, save, and hold the State, its agents, and employees harmless from any claims or causes of action, including attorney's fees incurred by the State, arising from the performance of this grant contract by the Grantee or the Grantee's agents or employees. This clause will not be construed to bar any legal remedies the Grantee may have for the State's failure to fulfill its obligations under this grant contract.

9 State Audits

Under Minn. Stat. § 16C.05, subd. 5, the Grantee's books, records, documents, and accounting procedures and practices relevant to this grant contract 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 grant contract.

10 Government Data Practices and Intellectual Property

10.1. Government Data Practices. The Grantee and State must comply with the Minnesota Government Data Practices Act, Minn. Stat. Ch. 13, as it applies to all data provided by the

State under this grant contract, and as it applies to all data created, collected, received, stored, used, maintained, or disseminated by the Grantee under this grant contract. The civil remedies of Minn. Stat. § 13.08 apply to the release of the data referred to in this clause by either the Grantee or the State.

If the Grantee receives a request to release the data referred to in this clause, the Grantee must immediately notify the State. The State will give the Grantee instructions concerning the release of the data to the requesting party before the data is released.

11 Workers' Compensation

The Grantee certifies that it is in compliance with Minn. Stat. § 176.181, subd. 2, pertaining to workers' compensation insurance coverage. The 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 Publicity and Endorsement

12.1 *Publicity.* Any publicity regarding the subject matter of this grant contract must identify the State as the sponsoring agency and must not be released without prior written approval from the State's Authorized Representative. For purposes of this provision, publicity includes notices, informational pamphlets, press releases, research, reports, signs, and similar public notices prepared by or for the Grantee individually or jointly with others, or any subcontractors, with respect to the program, publications, or services provided resulting from this grant contract.

12.2 *Endorsement.* The Grantee must not claim that the State endorses its products or services.

13 Governing Law, Jurisdiction, and Venue

Minnesota law, without regard to its choice-of-law provisions, governs this grant contract. Venue for all legal proceedings out of this grant contract, or its breach, must be in the appropriate state or federal court with competent jurisdiction in Ramsey County, Minnesota.

14 Termination

The State may cancel this grant contract at any time, with or without cause, upon 30 days' written notice to the Grantee. Upon termination, the Grantee will be entitled to payment, determined on a pro rata basis, for services satisfactorily performed.

15 Data Disclosure

Under Minn. Stat. § 270.66, and other applicable law, the 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 the Grantee to file state tax returns and pay delinquent state tax liabilities, if any.

1. STATE ENCUMBRANCE VERIFICATION

Individual certifies that funds have been encumbered as required by Minn. Stat. §§ 16A.15 and 16C.05.

Signed: _____

Date: _____

CFMS Grant contract No. A-_____

2. GRANTEE

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

By: _____

Title: _____

Date: _____

By: _____

Title: _____

Date: _____

3. STATE

By: _____
(with delegated authority)

Title: _____

Date: _____

Distribution: Agency; Grantee; State