

**MEMORANDUM OF UNDERSTANDING  
BETWEEN  
PASSAIC COUNTY OF THE STATE OF NEW JERSEY  
AND  
THE NEW JERSEY DEPARTMENT OF STATE  
FOR  
DIVISION OF ELECTIONS – MAIL-IN VOTER EDUCATION PROGRAM**

This **MEMORANDUM OF UNDERSTANDING** ("MOU") made by and between PASSAIC COUNTY a county of the state of New Jersey, ("County"), and the NEW JERSEY DEPARTMENT OF STATE, ("Department"), an instrumentality of the State of New Jersey (the "State"). The Department and the County may sometimes hereinafter be collectively referred to as the "Parties" and individually as a "Party."

**WHEREAS**, the Senate and General Assembly of the State of New Jersey enacted P.L. 2022, c.68 (C.19:63-6.1 et al.), an act concerning mail-in ballots and amending various parts of the statutory law, supplementing Title 19 of the New Jersey Statutes, and making an appropriation (the "Act"); and

**WHEREAS**, certain provisions of the Act provide for reimbursement by the State for the direct expenditures incurred by the County under the provisions of the Act upon application and approval; and

**WHEREAS**, each county shall undertake a voter education campaign, through existing media such as television or newspapers, through online platforms, or by mail addressed to registered voters with vote by mail status, to inform voters about the potential of removal from permanent vote by mail status and the potential change in where a mail-in ballot is sent; and

**WHEREAS**, the Act increases expenses for county election offices that may not be staffed or funded for such increased expenses; and

**WHEREAS**, the increased costs include postage, printing, publications, vendor expenses and additional staff resources in the form of overtime for both current staff and temporary staff required to implement the measures necessary to inform voters about the potential of removal from permanent vote by mail status and the potential change in where a mail-in ballot is sent; and

**WHEREAS**, there is appropriated from the State General Fund to the Department of State \$5 million for the purpose of providing funding to counties to implement the requirements of the Act (the "Program"); and

**WHEREAS**, pursuant to this MOU, the Parties wish to set forth their understandings with respect to providing funding for Mail-in Voter Education Program; and

**NOW, THEREFORE**, the County and the Department agree as follows:

Section 1. Grant Award Funding

Subject to the terms and conditions of this MOU, the county may receive grant funds as follows:

- 1.1 The Department will issue a payment to the County in the amount of \$309,090 (the "Payment") for the purpose of funding the Act. The County shall set forth in an itemized format the item and the cost of the item to be funded by the Department, with the total aggregate amount of the Payment subject to approval by the Department. The County shall submit all pertinent documents: (e.g. grant application, PO, invoice, and proof of payment) to document the manner in which the payment was spent in accordance with section 2 of this MOU.
- 1.2 The Payment shall be subject to final reconciliation upon approval by the Department of the Application for Reimbursement submitted to the Department pursuant to section 1.3 of this MOU. As such, funds provided pursuant to the Payment are subject to rescission in accordance with the approval of the Application for Reimbursement.
- 1.3 The County shall submit to the Department an Application for Reimbursement, in a form to be determined by the Department, consistent with section 6 of P.L.2021, c.40 (C.19:15A-6). The Application shall include any items submitted under the Application for Payment and shall be consistent with the Mail-in Voter Education Grant Program Guidelines.

## Section 2. Terms of the Grant Awards

2.1 The Department will provide a payment on amounts subject to approval as grants under the Program Guidelines, as set forth in Exhibit A, attached hereto and made a part hereof, for the items that have been approved therefor by the Department and listed in the attached schedule. Any material changes to the County's use of Payment or other State funds for the Act must be approved by the Department in writing prior to implementation of any such changes. The Application for Payment shall be submitted on or before February 29, 2024.

2.2 This MOU is primarily for the payment to the counties. The Department will notify the County of any deficiencies in the application. The County will have 30 days from the date of said notification to rectify deficiencies.

2.3 The County shall adhere to all applicable State laws and regulations. The Department may conduct any necessary monitoring to determine such compliance.

## Section 3. Responsibilities of the Department

3.1 Prior to March 1, 2025, the Department shall provide a report to the State demonstrating actual disbursement of all funds related to the Program Guidelines.

3.2 The Department will comply with P.L. 2022, c.68 (C.19:63-6.1 et al.).

## Section 4. General Provisions

4.1 Termination and Amendments. This MOU may be modified or extended only by prior written

agreement by the Parties. This MOU may be terminated by either the Department or the County upon thirty (30) days prior written notice to the other Party, and upon agreement by the Department as to the result of such termination.

- 4.2 This MOU is being entered into for the sole purpose of evidencing the mutual understanding and intention of the Parties.
- 4.3 There are no third-party beneficiaries of this MOU.
- 4.4 The effective date (“Effective Date”) of this MOU shall be the later of the date executed by the Parties below. The term of this MOU shall be for the period of February 29, 2024 through March 1, 2025 unless extended by agreement of the Parties.
- 4.5 The County and the Department shall retain all the powers, obligations and immunities provided by law.
- 4.6 The Parties acknowledge that the successful completion of each Party’s duties hereunder will require cooperation between the Parties. The Parties agree to work cooperatively to achieve the goals of this MOU.
- 4.7 The recitals appearing before Section 1 are made part of this MOU and are specifically incorporated herein by reference.

**IN WITNESS WHEREOF**, the Parties have executed and delivered this MOU on the date set forth next to their respective signatures below, but effective as of the date set forth above. The Parties agree to accept electronic signatures.

New Jersey Department of State, Division of Elections

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Donna M. Barber, Acting Director

Passaic County

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Richard Cahill, Chief Financial Officer

Attachment: Exhibit A - Program Guidelines

EXHIBIT A  
PROGRAM GUIDELINES

**Mail-in Voter Education Program**  
Application Guidelines

The purpose of this program is for the State of New Jersey to provide state funds for activities consistent with the guidelines described below. Each county shall undertake a voter education campaign, through existing media such as television or newspapers, through online platforms, or by mail addressed to registered voters with vote by mail status, to inform voters about the potential of removal from permanent vote by mail status and the potential change in where a mail-in ballot is sent as provided by P.L.2022, c.68 (C.19:63-6.1 et al.).

These funds will be distributed to the counties based on the executed memorandum of understanding. The guidelines and stipulations set forth below must be followed. All funding and expenditures will be subject to state audits.

**Use of Grant Funds**

Grant funds can be used for one or more of the following expenditures that have occurred prior to March 1, 2025:

**Publications** (Box 1) – These funds are eligible for publications and notices to voters informing them of potential of removal from permanent vote by mail status and the potential change in where a mail-in ballot is sent.

**Printing** (Box 2) – These funds are eligible for printing costs specific to the mail-in voter education program per P.L.2022, c.68 (C.19:63-6.1 et al.)

**Postage** (Box 3) – These funds are eligible for postage costs specific to the mail-in voter education program per P.L.2022, c.68 (C.19:63-6.1 et al.)

**Vendor Expenses** (Box 4) – These funds are eligible for expenses directly related to compliance with P.L.2022, c.68 (C.19:63-6.1 et al.)

**Additional Staff Hours and Overtime** (Box 5) – The worksheets provided by the state must be completed and include all relevant fields of work activity used to support mail-in voter education program. The cost of any overtime hours reasonably incurred by the county election office staff, which would not have occurred but for the mail-in voter education program, will be assumed by the State. The cost of regular work hours will not be reimbursed by the State.

**The following forms must be completed and returned:**

- a. Mail-in Voter Education Application for expenditure verification
- b. Worksheets itemized for each expenditure category
- c. Supporting documents for each expenditure

- *Every expenditure must include: copy of the Purchase Order, Invoice and proof of payment. Proof of payment is defined as a copy of the check. In lieu of a check, grantee can submit a printout of its general ledger however the general ledger must show the Purchase Order #, Invoice #, check # and date paid for each transaction.*
- *Overtime and temporary hours must be described on spreadsheet. Documentation must include a timesheet, paystub or check register that outlines time period worked, amount paid and check number.*

### **Total Request & Certification**

1. Complete all fields of the grant application. Add the totals of the requested amount for each expenditure/worksheet and provide the total amount of your county's grant award on the grant application.
2. Obtain signatures of the County Election Official(s) and the County Fiscal Officer on the grant application.
3. Compile all supporting documents for each expenditure.  
*Every expenditure must include: copy of the Purchase Order, Invoice and proof of payment. Proof of payment is defined as a copy of the check. In lieu of a check, grantee can submit a printout of its general ledger however the general ledger must show the Purchase Order #, Invoice #, check # and date paid for each transaction.*
4. Submit the completed grant application package to the Division of Elections.
5. Once received, the Division of Elections will review the grant application package. Any inaccuracies found by the Division will be returned to the county for correction and resubmittal

County Estimated Budget for Mail-in Voter Education Program

*Please provide an itemized list for each of the grant categories below that will be purchased with this payment.*

<b>Category</b>	<b>Itemized Description</b>	<b>Cost</b>
<b>Publications</b>		\$
<b>Printing</b>		\$
<b>Postage</b>		\$
<b>Vendor Expenses</b>		\$
<b>Additional Staff Hours and Overtime for Early Voting</b>		\$
<b>TOTAL</b>	Mail-in Voter Education Program	\$