

File No. 240361

Committee Item No. 5

Board Item No. 19

COMMITTEE/BOARD OF SUPERVISORS

AGENDA PACKET CONTENTS LIST

Committee: Budget and Finance Committee

Date June 5, 2024

Board of Supervisors Meeting

Date June 11, 2024

Cmte Board

- Motion
- Resolution
- Ordinance
- Legislative Digest
- Budget and Legislative Analyst Report
- Youth Commission Report
- Introduction Form
- Department/Agency Cover Letter and/or Report
- MOU
- Grant Information Form
- Grant Budget
- Subcontract Budget
- Contract/Agreement
- Form 126 – Ethics Commission
- Award Letter
- Application
- Public Correspondence

OTHER (Use back side if additional space is needed)

- HAVA Funds - Election Security 2/26/2024
- _____
- _____
- _____
- _____
- _____
- _____
- _____
- _____
- _____

Completed by: Brent Jalipa

Date May 30, 2024

Completed by: Brent Jalipa

Date June 6, 2024

1 [Accept and Expend Funds - Retroactive - California Secretary of State - Costs Associated
2 with Election Security - \$168,000]

3 **Resolution retroactively authorizing the Department of Elections to accept and expend**
4 **funds disbursed by the California Secretary of State to improve the administration of**
5 **elections for Federal office, including to enhance the security of elections in**
6 **accordance with the Help America Vote Act in the amount of \$168,000 for the period of**
7 **July 1, 2023, through June 30, 2025.**

8
9 WHEREAS, On February 26, 2024, the California Secretary of State announced that
10 the state and federal governments had authorized new Help America Vote Act (HAVA)
11 funding for activities to improve the administration of elections for Federal office by making
12 election security improvements regarding cybersecurity, physical security, security-related
13 training, and incidence responses; and

14 WHEREAS, The California Secretary of State requires the Department of Elections
15 approval to accept and expend HAVA funding; and

16 WHEREAS, The funding terms prohibit including indirect costs for reimbursement; and

17 WHEREAS, The funds do not require an ASO amendment; and

18 WHEREAS, The California Secretary of State to encourage participation, has made
19 available a set amount of funds for each participating county to spend on a defined range of
20 activities to improve the administration of elections for Federal office; and

21 WHEREAS, The Department of Elections must provide the Secretary of State with
22 detailed invoices prior to receiving reimbursement of funds expended for the activities to
23 improve the administration of elections for Federal office; and

1 WHEREAS, The Department of Elections may utilize the funds for expenditures that
2 occur after July 1, 2023, through June 30, 2025, that are related to election security
3 improvements regarding cybersecurity, physical security, security-related training, and
4 incidence responses; now, therefore, be it

5 RESOLVED, That the Board of Supervisors authorizes the Department of Elections to
6 retroactively accept and expend the funds in the amount of \$168,000 for activities to improve
7 the administration of elections for Federal office by making election security improvements
8 regarding cybersecurity, physical security, security-related training, and incidence responses;
9 and, be it

10 FURTHER RESOLVED, That the Director of the Department of Elections is authorized
11 to enter into an agreement with the California Secretary of State on behalf of the City and
12 County of San Francisco for the acceptance and expenditure of these funds.

13

14

15

RECOMMENDED:

APPROVED:

16

17

_____/s/_____
John Arntz
Director of Elections

_____/s/_____
Mayor

18

19

20

21

_____/s/_____
Controller

22

23

24

25

File Number: 240361
(Provided by Clerk of Board of Supervisors)

Grant Resolution Information Form
(Effective July 2011)

Purpose: Accompanies proposed Board of Supervisors resolutions authorizing a Department to accept and expend grant funds.

The following describes the grant referred to in the accompanying resolution:

1. Grant Title: HAVA Election Security Funds
2. Department: Elections
3. Contact Person: John Arntz Telephone: 415 554 4348
4. Grant Approval Status (check one):
 Approved by funding agency Not yet approved
5. Amount of Grant Funding Approved or Applied for: \$168,000
6. a. Matching Funds Required: \$0
b. Source(s) of matching funds (if applicable):
7. a. Grant Source Agency: U.S. Elections Assistance Commission
b. Grant Pass-Through Agency (if applicable): California Secretary of State
8. Proposed Grant Project Summary: The Department will reimburse costs associated with the implementation of measures to increase the physical security of its office in City Hall and warehouse on Pier 31.
9. Grant Project Schedule, as allowed in approval documents, or as proposed:
Start-Date: July 1, 2023 End-Date: June 30, 2025
10. a. Amount budgeted for contractual services: \$168,000.
b. Will contractual services be put out to bid? No.
c. If so, will contract services help to further the goals of the Department's Local Business Enterprise (LBE) requirements?
d. Is this likely to be a one-time or ongoing request for contracting out? One-time.
11. a. Does the budget include indirect costs?
 Yes No
b. 1. If yes, how much? \$
b. 2. How was the amount calculated?
c. 1. If no, why are indirect costs not included?
 Not allowed by granting agency To maximize use of grant funds on direct services
 Other (please explain):
c. 2. If no indirect costs are included, what would have been the indirect costs? N/A
12. Any other significant grant requirements or comments:
The monies available to the Department are funds allocated under the Help America Vote Act and are not "grants." The criteria set by the SOS to receive the funds requires the Board's approval.

****Disability Access Checklist***(Department must forward a copy of all completed Grant Information Forms to the Mayor's Office of Disability)**

13. This Grant is intended for activities at (check all that apply):

- | | | |
|--|---|--|
| <input checked="" type="checkbox"/> Existing Site(s) | <input type="checkbox"/> Existing Structure(s) | <input type="checkbox"/> Existing Program(s) or Service(s) |
| <input type="checkbox"/> Rehabilitated Site(s) | <input type="checkbox"/> Rehabilitated Structure(s) | <input type="checkbox"/> New Program(s) or Service(s) |
| <input type="checkbox"/> New Site(s) | <input type="checkbox"/> New Structure(s) | |

14. The Departmental ADA Coordinator or the Mayor's Office on Disability have reviewed the proposal and concluded that the project as proposed will be in compliance with the Americans with Disabilities Act and all other Federal, State and local disability rights laws and regulations and will allow the full inclusion of persons with disabilities. These requirements include, but are not limited to:

1. Having staff trained in how to provide reasonable modifications in policies, practices and procedures;
2. Having auxiliary aids and services available in a timely manner in order to ensure communication access;
3. Ensuring that any service areas and related facilities open to the public are architecturally accessible and have been inspected and approved by the DPW Access Compliance Officer or the Mayor's Office on Disability Compliance Officers.

If such access would be technically infeasible, this is described in the comments section below:

Comments:

Departmental ADA Coordinator or Mayor's Office of Disability Reviewer:

Andy Pastalaniec
(Name)

Precinct Services Manager/ADA Coordinator
(Title)

Date Reviewed: 3/21/2024



(Signature Required)

Department Head or Designee Approval of Grant Information Form:

John Arntz
(Name)

Director
(Title)

Date Reviewed: 3/21/24


(Signature Required)

STATE OF CALIFORNIA - DEPARTMENT OF GENERAL SERVICES

Attachment 2 - CA Standard Agreement - Election Security Grant

STANDARD AGREEMENT

STD 213 (Rev. 04/2020)

AGREEMENT NUMBER

23G27138

PURCHASING AUTHORITY NUMBER (If Applicable)

SOS-0890

1. This Agreement is entered into between the Contracting Agency and the Contractor named below:

CONTRACTING AGENCY NAME

Secretary of State

CONTRACTOR NAME

San Francisco County

2. The term of this Agreement is:

START DATE

February 1, 2024 or upon approval by Dept. of General Services, if required, whichever is later

THROUGH END DATE

June 30, 2025

3. The maximum amount of this Agreement is: \$168,000.00

One Hundred Sixty Eight Thousand Dollars and Zero Cents

4. The parties agree to comply with the terms and conditions of the following exhibits, which are by this reference made a part of the Agreement.

Exhibits	Title	Pages	
Exhibit A	Scope of Work	5	
Exhibit B	Budget Detail and Payment Provisions	5	
Exhibit C*	General Terms and Conditions	GTC 04/2017	
+ -	Exhibit D	Special Terms and Conditions (Attached hereto as part of this Agreement)	4
+ -	Exhibit E	Additional Provisions	3
+ -	Exhibit F	Resolution	
+ -	Exhibit G	HAVA Activity Report	1

Items shown with an asterisk (*), are hereby incorporated by reference and made part of this agreement as if attached hereto.

These documents can be viewed at <https://www.dgs.ca.gov/OLS/Resources>

IN WITNESS WHEREOF, THIS AGREEMENT HAS BEEN EXECUTED BY THE PARTIES HERETO.

CONTRACTOR

CONTRACTOR NAME (if other than an individual, state whether a corporation, partnership, etc.)

San Francisco County

CONTRACTOR BUSINESS ADDRESS

1 Dr. Carlton B Goodlett Place Room 168

CITY

San Francisco

STATE

CA

ZIP

94102

PRINTED NAME OF PERSON SIGNING

John Arntz

TITLE

Director

CONTRACTOR AUTHORIZED SIGNATURE

DocuSigned by:

 0F561D2EB484497...

DATE SIGNED

3/13/2024

STATE OF CALIFORNIA - DEPARTMENT OF GENERAL SERVICES

STANDARD AGREEMENT

STD 213 (Rev. 04/2020)

AGREEMENT NUMBER 23G27138	PURCHASING AUTHORITY NUMBER (If Applicable) SOS-0890
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STATE OF CALIFORNIA

CONTRACTING AGENCY NAME

Secretary of State

CONTRACTING AGENCY ADDRESS

1500 11th Street

CITY

Sacramento

STATE

CA

ZIP

95814

PRINTED NAME OF PERSON SIGNING

TITLE

CONTRACTING AGENCY AUTHORIZED SIGNATURE

DATE SIGNED

CALIFORNIA DEPARTMENT OF GENERAL SERVICES APPROVAL

EXEMPTION (If Applicable)

Exhibit A

Scope of Work

A. PURPOSE OF AGREEMENT

The purpose of this Agreement is to provide the County of San Francisco (County) with Help America Vote Act (HAVA) Federal funds, CFDA Number 90.404, administered by the U.S. Election Assistance Commission (EAC) "for activities to improve the administration of elections for Federal office, including to enhance election technology and make election security improvements, as authorized under sections 101, 103, 104 of HAVA" subject to the provisions of this Agreement and all requirements of state and federal law, regulations and procedures.

B. PROJECT CONTACTS

- The program representatives during the term of Agreement will be:

County: John Arntz (415) 554-4375

SOS: Justin Hirai (916) 603-7903 or HAVAInvoices@sos.ca.gov.

C. APPROPRIATE USES OF HAVA FUNDS

HAVA funds received pursuant to this contract shall be used for reimbursement for activities to improve the administration of elections for Federal office, including to enhance election technology and make election security improvements, as authorized under sections 101, 103, 104 of HAVA for costs reasonably incurred for:

1. **Cybersecurity:** Activities related to the improvement and enhancement of county cybersecurity, which includes:
 - Penetration testing and any associated remediation
 - Red team exercises and any associated remediation or mitigation
 - End point detection
 - Multi-factor authentication for all devices including
 - Mobile Device Management
 - Mobile Threat Defense

- Segregating election information technology
- Enhancements for network security including
 - Network Threat Detection
 - Network Threat Protection
 - Network Access Control
- Identification of public facing vulnerabilities and configuration errors through cyber hygiene scans or other methods and any associated remediation
- Patching, patch management, and vulnerability management
- Anti-Malware protection
- Malicious domain blocking and reporting (MDBR)
 - Application Security
 - Application Whitelisting
- Distributed Denial of Service (DDoS) protection
- Third party software and/or hardware in support of improving the county's cybersecurity capabilities
- Software, hardware or consulting services and/or any associated information technology installation directly related to cybersecurity risks which may include
 - Application Development Security
 - Software Supply Chain Management
 - Identity Lifecycle Management
- Monitoring of systems and applications to prevent and detect data breaches or fraud including interconnected systems which may include
 - Security Continuous Monitoring 24x7
 - Cloud Security Monitoring
 - Insider Threat Detection
 - Log Management
 - Threat Intelligence Platform
 - Application Security
 - Operational Technology Security
- Staff or consultant time associated with implementation of any of the above activities

2. Physical Security: Activities related to the improvement and enhancement of county physical security which includes:

- Staff time or consulting services to improve security practices and documentation, including drafting and documenting information security policies and procedures, emergency planning, and continuity of operations

- Crisis response kit
 - First aid supplies
 - Panic alarms
 - Intrusion detection systems
 - Restricted access controls
 - Security cameras or other surveillance equipment
 - Emergency generator
 - Physically securing servers hosting county voter registration, election information systems, and voting technology
 - Securing storage or offsite locations used for election equipment and supplies
 - Additional services that improve security
3. **Security and Privacy Awareness Training:** Creating awareness and educating employees and other users of information systems on the information security risks associated with the activities related to their job roles, as well as their responsibilities in complying with an organization's security policies and procedures designed to reduce these risks. Training for staff that encompass essential knowledge and skills that help maintain the security and integrity of elections, including:
- User awareness training
 - Phishing training
 - Social engineering training
 - Combatting mis/dis/mal information
 - De-escalation and conflict resolution
 - Emergency drills
 - Tabletop exercises
4. **Incident Response:** Costs related to responding to an election security incident, including:
- Staff time or consulting services for incident response plan drafting and preparation
 - Staff time or consulting services to identify an attack, minimize its effects, contain damage, and remediate the cause to reduce the risk of future incidents

Items presumed not to be reimbursable:

The following is a partial list of items presumed to not be reimbursable and not inclusive of all items that are not reimbursable. The list is provided only for the purpose of providing guidance. The Secretary of State shall be the sole

determiner if an expenditure is reimbursable.

1. Costs not directly related to election infrastructure security.
2. Overhead costs.
3. Computers/Laptops/Tablets.
4. Blackberries/Smartphones (handheld computers).
5. Other office equipment, including but not limited to fax machines, copiers and scanners, unless prior approval has been obtained from the granting agency.
6. Office supplies, including but not limited to paper, pens and post-it notes.
7. Travel costs.

D. CONDITION FOR RECEIVING FUNDS

The County may seek reimbursement for the activities identified above, provided that the County certifies as part of the reimbursement claim that it has done all of the following:

1. Utilized the Department of Homeland Security Cybersecurity and Infrastructure Security Agency (CISA) no cost Cyber Hygiene Web Application Scanning service, or other equivalent cyber hygiene scanning service (<https://www.cisa.gov/news-events/news/cyber-hygiene-web-application-scanning>).
2. At least one County employee or agent attended one of the regional tabletop training sessions sponsored by the Secretary of State or CISA.
3. Conducted privacy and security awareness training including cyber security best practices for all elections related staff.
4. Completed an incident response plan detailing how elections staff detect, respond to, and recover from network security incidents.

In addition, as a condition of receiving reimbursement for the activities identified above, the County shall certify as a condition of reimbursement that the County has done one or more of the following:

5. Deployed reliable antivirus software and kept it up to date.
6. Implemented a firewall and kept it up to date.
7. Deployed an intrusion detection system and kept it up to date.
8. Deployed the Elections Infrastructure Information Sharing & Analysis Center (EI-ISAC) Endpoint Detection Response program, or other equivalent end point protection and is kept up to date (<https://www.cisecurity.org/insights/spotlight/cybersecurity-spotlight-endpoint-detection-and-response-edr>).

9. Adopted a .gov Top-Level Domain or are currently in the transition process (<https://get.gov/registration/>) for obtaining a .gov Top-Level Domain.

Invoices must include itemized list of costs prior to reimbursement.

Exhibit B

BUDGET DETAIL AND PAYMENT PROVISIONS

1. Invoicing and Payment

- A. For services satisfactorily rendered, and upon receipt and approval of the invoices submitted with supporting documentation, the State agrees to compensate the County for actual expenditures incurred in accordance with the rates specified herein, which is attached hereto and made a part of this Agreement.
- B. Invoices shall include the Agreement Number and shall be submitted not more frequently than monthly in arrears:

Preferred Method in electronic format (PDF) via email to
AccountsPayable@sos.ca.gov.

Hard copies, though not required, may be sent to:

Office of Secretary of State
Attention: Accounts Payable
P.O. Box 944260
Sacramento, CA 94244-2600

- C. Counties will be reimbursed as specified in Exhibit A 'Scope of Work', Section C, 'Appropriate Uses of HAVA Funds'.

2. Budget Contingency Clause

- A. It is mutually agreed that if the Budget Act, or a HAVA Spending Plan or Spending Plan amendment, of the current year and/or subsequent years covered under this Agreement does not appropriate sufficient funds for the program, this Agreement shall be of no further force and effect. In this event, the State shall have no liability to pay any funds whatsoever to County or to furnish any other considerations under this Agreement and County shall not be obligated to perform any provisions of this Agreement.
- B. If funding for any fiscal year is reduced or deleted by the Budget Act, or by a HAVA Spending Plan or Spending Plan amendment, for

purposes of this program, the State shall have the option to either cancel the Agreement with no liability occurring to the State, or offer an agreement amendment to County to reflect the reduced amount.

3. Federal Funds

- A. It is mutually understood between the parties that this contract may have been written for the mutual benefit of both parties before ascertaining the availability of congressional appropriation of funds, to avoid program and fiscal delays that would occur if the contract were executed after that determination was made.
- B. This contract is valid and enforceable only if the United State Government for the fiscal year 2023/2024, for the purpose of this program makes sufficient funds available to the state. In addition, this contract is subject to any additional restrictions, limitations, or conditions enacted by the Congress or to any statute enacted by the Congress that may affect the provisions, terms, or funding of this contract in any manner.
- C. The parties mutually agree that if the Congress does not appropriate sufficient funds for the program, this contract shall be amended to reflect any reduction in funds.
- D. The department has the option to **invalidate** the contract under the 30-day cancellation clause or to amend the contract to reflect any reduction in funds.

4. Prompt Payment Clause

Payment will be made in accordance with, and within the time specified in Government Code Chapter 4.5, commencing with Section 927.

5. Maximum Amount of HAVA Funds to be Provided to County Under this Program

County shall not receive, pursuant to Agreement, more than \$168,000.00.

6. Failure To Properly Claim Maximum Amount Of HAVA Funds

Notwithstanding any provision of Agreement, County shall be entitled to receive only those amounts for fully supported and appropriate claims which are properly submitted, pursuant to the provisions of Agreement and all applicable state and federal laws, regulations, and procedures.

7. Basis of Claims

Subject to the provisions below related to the applicability of CFR-200, all claims for HAVA funds under this program must be based on invoices submitted by County. All invoices or agreements that are the subject of any claims must relate directly to expenditures authorized pursuant to Section C ('Appropriate Use of HAVA Funds') of Exhibit A 'Scope of Work'.

8. Processing of Claims

The Secretary of State shall establish the criteria and processes for submitting claims under this program. Such criteria shall include requirements that all claims:

- A. Contain a face sheet that summarizes each expenditure made as set forth in Exhibit A 'Scope of Work';
- B. Include the total amount of the claim;
- C. Include the agreement number on the face sheet;
- D. Identify whether additional claims are expected to be submitted;
- E. Include hourly charge of any county staff for which a claim is made for their time;
- F. Include the hourly wage or monthly salary of any employee for which a claim is made for their salaries;
- G. Include signed County staff HAVA Activity Reports, please see sample which is Exhibit G, for each employee and County's employee for whom reimbursement for time is being claimed. (Vendors who receive payment from HAVA funds are required to submit timesheets for any work paid for as time and materials); or,

- H. Requests for reimbursement for personnel costs, whether regular county employees or temporary staff, should be backed up with HAVA timesheets. However, sensitive personal identifying information (PII) should not be included. If the County uses a computer-based payroll system that is coded to reflect time spent on HAVA and non-HAVA projects, the County does not need to submit time sheets. However, for any request for reimbursement for personnel services, the County must submit a summary that shows the type of staff, numbers of positions claimed and time spent on each type of HAVA-related project, along with the costs of payroll and benefits for those hours. The County must also verify that coded electronic payroll records are kept on file and are available for Secretary of State questions and audit purposes.
- I. Include a copy of the contract with the contractor if the contractor's invoice does not describe the activities undertaken in such a manner that the State can determine whether the activities comply with the provisions of this Agreement.

9. Application of 2CFR 225

2CFR – Part 225 (“Cost Principles for State, Local and Indian Tribal Governments”), incorporated herein by reference, to the extent applicable, shall govern with respect to all aspects of this program. The provisions of 2 CFR - Part 225 may be found at https://www.whitehouse.gov/wp-content/uploads/legacy_drupal_files/omb/federal_register/FR2005/083105_a87.pdf

10. Retroactive Payments

Counties may claim reimbursement for expenses and activities permissible under the terms of this agreement that occur after July 1, 2023, and on or before June 30, 2025.

11. Payments Of Claims

Payments made by the State with respect to any claim shall be sent directly by the State Controller's office to the County.

12. Deadline For Submitting Claims

The deadline for submitting any claim under this program is June 30, 2025.

13. Multiple Claims

County can submit multiple claims for HAVA funds authorized above, within the aggregate limit established for County.

14. Documentation To Be Submitted

Each claim shall include a cover page that identifies the activity or service in Exhibit A and the dollar amount associated with each activity or service for which funds are being sought. Each claim shall also include originals or true copies of all invoices, agreements, or other documentation that support the claim, including all documentation required by Office of Management and Budget, 2CFR - Part 225. The provisions of 2CFR – Part 225 and 2CFR 200 may be found at https://www.whitehouse.gov/wp-content/uploads/2022/05/2022-Compliance-Supplement_PDF_Rev_05.11.22.pdf

15. Order Of Processing

Claims shall be processed by the Secretary of State in order of receipt.

Exhibit C

GENERAL TERMS AND CONDITIONS

PLEASE NOTE: This page will not be included with the final agreement. The General Terms and Conditions will be included in the agreement by reference to Internet site: <https://www.dgs.ca.gov/PD/Resources/Page-Content/Procurement-Division-Resources-List-Folder/Required-Language-for-Solicitations-and-Contracts>.

Exhibit D
SPECIAL TERMS AND CONDITIONS

A. AUDITING

1. Receipt of HAVA funds by a county indicates agreement to establish a dedicated HAVA account for these funds. Therefore, any payment received by County pursuant to this program shall be deposited in a separate, segregated account and any payment made by County related to this program shall be paid from that account whether or not the County has paid the vendors for services rendered before submitting invoices to the State.
2. Any recipient of federal funds to meet the Help America Vote Act requirements agrees to be audited pursuant to federal and state law. Accordingly, all documents and electronic files must be produced upon request by the auditors. CFDA Number for this contract is 90.404. The audit may include a review of all books, papers, accounts, documents, or other records of County as they relate to any HAVA funds. County shall also provide access to all employees having knowledge of the HAVA funds program to assist the auditor. County shall provide a copy of any document, paper, or electronic record requested by the auditor;
3. OMB Circular A-133 ("Audits of States, Local Governments, and Non-Profit Organizations"), and OMB Circular A-87, incorporated herein by reference, shall govern with respect to all aspects of this program. The provisions of these circulars may be found at <http://www.whitehouse.gov/omb/circulars>;
4. County shall maintain records in a manner that:
 - a. Accurately reflects fiscal transactions with necessary controls and safeguards;
 - b. Provides complete audit trails, based whenever possible on original documents (purchase orders, receipts, progress payments, invoices, timesheets, cancelled warrants, warrant numbers, etc.);

- c. Provides accounting data so the costs can readily be determined throughout Agreement period.
5. Records shall be maintained for three years after expiration of Agreement and for at least one year following any audit or final disposition of any disputed audit finding;
6. If the final disposition of any disputed audit finding is determined to be a disallowed cost that the Secretary of State has paid the County, the County shall return to the Secretary of State an amount equal to the disallowance.
7. County shall permit periodic site visits by the Secretary of State or the Secretary of State's designee or designees to determine if any HAVA funds are being used or have been used in compliance with Agreement and all applicable laws;
8. Upon request, county shall report to the Secretary of State at least once every 90 (ninety) days until all funds received have been expended, on the status of HAVA funds received, in a manner determined by the Secretary of State.

B. GENERAL PROVISIONS

1. The program is conditioned on State receiving reimbursement from the federal government pursuant to HAVA Section 303(a).
2. HAVA funds can only be used for the purposes for which the HAVA funds are made;
3. No portion of any HAVA funds shall be used for partisan political purposes. All County staff providing services are required to sign an agreement, please see Exhibit E Item A, to abide by the Secretary of States' policy to refrain from engaging in political activities that call into question the impartiality of the Secretary of State's Office.
4. The provisions of the federal *Hatch Act* shall apply to employees working for state and local entities receiving HAVA funds. The *Hatch Act* may be reviewed at

<https://osc.gov/Documents/Outreach%20and%20Training/Handouts/A%20Guide%20to%20the%20Hatch%20Act%20for%20Federal%20Employees.pdf>.

5. Any interest earned by County on money received pursuant to this Agreement must be reported in writing to the Secretary of State within 30 days of expiration of this Agreement. All interest must be used by the County for the purposes of implementing activities allowable under this Agreement;
6. Failure by any eligible County to execute a contract within 90 days of the date on which this contract is made available shall constitute an express desire to forego funds;
7. Funds not claimed by County within 90 days of the end date of this contract, or any funds claimed by a county that are not approved for county use by the Secretary of State within 180 days of the end date of this contract, shall be reallocated and may only be used to meet Section 303(a) of HAVA;
8. If funding for any fiscal year is reduced or deleted by the Budget Act for purposes of this program, the State shall have the option to either cancel Agreement with no liability occurring to the State, or offer an Agreement amendment to County to reflect any reduced amount;
9. Agreement is subject to any restrictions, limitations or conditions enacted or promulgated by the United States Government, or any agency thereof, that may affect the provisions, terms or funding of Agreement in any manner;
10. Pursuant to federal policy, Agreement may be terminated by the State with 30-day written notice to County;
11. County warrants by execution of Agreement, that no person or selling agency has been employed or retained to solicit or secure this contract upon agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by County for the purpose of securing business. For breach or violation of this warranty, the State shall, in addition to other remedies provided by law, have the right to annul this contract without liability, paying only for the value of the work actually

performed, or otherwise recover the full amount of such commission, percentage, brokerage, or contingent fee;

12. Nothing contained in Agreement or otherwise, shall create any contractual relation between the State and any subcontractor or vendor, and no subcontractor shall relieve County of its responsibilities and obligations hereunder. County agrees to be as fully responsible to State for the acts and omissions of its subcontractors and of persons either directly or indirectly employed by any of them as it is for the acts and omissions of persons directly employed by County. County's obligation to pay its subcontractors is an independent obligation from the State's obligation to make payments to County. As a result, State shall have no obligation to pay or to enforce the payment of any moneys to any subcontractor or vendor of County;
13. Pursuant to federal law, by signing this agreement or execution of this purchase order the Contractor certifies under the penalty of perjury that the contracting entity is not excluded or ineligible from federal assistance programs and thereby is not on the federal government's list of suspended or debarred entities.

Pursuant to federal law, as a component of the procurement process, the Contractor must review the federal government's list of debarred and suspended vendors and ensure no contract award is provided to a vendor on this list. This list may be viewed at SAM.gov (formerly at www.epls.gov).

14. Upon request, county agrees to provide the Secretary of State with a summary report on its activities under this agreement following each election for which funds are expended that includes: the method used to determine the need for funding an eligible activity, including the reliance on an advisory committee or advisory groups, surveys or any other methodology used to assess the need for the eligible activity; the activity performed and funded; the amount of funding expended; the category or categories of need being met; and any performance metric or assessment of the quality of the activity, including unsolicited public comment, advisory committee or advisory group comment, public comment solicited through surveys and on-site assessments conducted by the County, its agents or others.

Exhibit E
ADDITIONAL PROVISIONS

A. Secretary Of State Policy Regarding Political Activity in the Workplace

SECRETARY OF STATE POLICY REGARDING POLITICAL ACTIVITY IN THE
WORKPLACE

The Secretary of State is the state's chief elections officer. It is, therefore, imperative that staff in the Secretary of State's Office, and those who contract with the Secretary of State's Office, refrain from engaging in any political activity that might call into question the office's impartiality with respect to handling election issues. Accordingly, the policy of the Secretary of State's Office with respect to political activity in the workplace, a copy of which will be given to every employee in the Secretary of State's office and incorporated as an attachment to contracts with the Secretary of State's Office, is as follows:

1. No employee of or contractor with the Secretary of State's Office shall engage in political campaign-related activities on state-compensated or federal-compensated time, except as required by official duties, such as answering inquiries from the public. In those cases where the contractor with the Secretary of State's Office is a county, the term "contractor" shall apply only to county elections office employees, county employees redirected to work temporarily for the county elections office, or any person, firm, company or business that provides reimbursable election-related services to a county elections office in furtherance of a contract. This prohibition shall not apply while an employee is on approved vacation or approved annual leave. This prohibition shall not apply to activities engaged in during the personal time of an employee.
2. No employee of or contractor with the Secretary of State's Office shall use any state property in connection with political campaign activities. It is strictly prohibited to schedule political campaign-related meetings or to conduct political campaign-related meetings in state office space, even if after normal working hours.
3. No employee of or contractor with the Secretary of State's Office shall use his or her official status with the Secretary of State's Office to influence political campaign-related activities or to confer support for

- or indicate opposition to a candidate or measure at any level of government.
4. No employee of or contractor with the Secretary of State's Office may be involved with political campaign-related telephone calls, letters, meetings or other political campaign-related activities on state-compensated or federal-compensated time. Requests by employees to switch to alternative work schedules, such as 4-10-40 or 9-8-80 work weeks, or to take vacation in order to accommodate political campaign-related activities or to attend political campaign functions, will be judged in the same manner and on the same basis as any other requests of this nature (i.e., existing needs of the office and discretion of the division chiefs).
 5. The receipt or delivery of political campaign contributions or photocopies thereof on state property is strictly prohibited, as is the use of office time or state resources (e.g., intra-office mail or fax machines) to solicit or transmit political campaign contributions.
 6. No employee of or contractor with the Secretary of State's Office may authorize any person to use his or her affiliation with the Secretary of State's Office in an attempt to suggest that the employee's or contractor's support or opposition to a nomination or an election for office or a ballot measure is of an "official," as distinguished from private, character.
 7. No employee of or contractor with the Secretary of State's Office may display political campaign-related buttons, posters, or similar materials in areas visible to individuals who are in public areas of the Secretary of State's Office; nor may an employee of or contractor with the Secretary of State's Office display political campaign-related posters or other materials on windows facing out of the state office building.
 8. No employee of or contractor with the Secretary of State's Office may use official authority or influence for the purpose of interfering with or attempting to affect the results of an election or a nomination for any public office.
 9. No employee of or contractor with the Secretary of State's Office may directly or indirectly coerce or solicit contributions from subordinates in support of or in opposition to an election or nomination for office or a ballot measure.

10. An employee who is paid either partially or fully with federal funds, including the Help America Vote Act of 2002 (HAVA), is subject to the provisions of the federal Hatch Act, and is, therefore, prohibited from being a candidate for public office in a partisan election, as defined in the federal Hatch Act. However, any employee who is to be paid either partially or fully with funds pursuant to HAVA, shall first be consulted about the proposed funding and be informed about the prohibitions of the federal Hatch Act. The employee, whenever possible, shall be given the opportunity to engage in employment that does not involve HAVA funding.
11. Provisions limiting participation in political campaign-related activities as provided for in this policy statement shall be included in every contract with the Secretary of State's Office.

B. Executive Order N-6-22-Russia Sanctions

On March 4, 2022, Governor Gavin Newsom issued Executive Order N-6-22 (the EO) regarding Economic Sanctions against Russia and Russian entities and individuals. "Economic Sanctions" refers to sanctions imposed by the U.S. government in response to Russia's actions in Ukraine, as well as any sanctions imposed under state law. The EO directs state agencies to terminate contracts with, and to refrain from entering any new contracts with, individuals or entities that are determined to be a target of Economic Sanctions. Accordingly, should the State determine Contractor is a target of Economic Sanctions or is conducting prohibited transactions with sanctioned individuals or entities, that shall be grounds for termination of this agreement. The State shall provide Contractor advance written notice of such termination, allowing Contractor at least 30 calendar days to provide a written response. Termination shall be at the sole discretion of the State.

If you have questions concerning these restrictions, please refer them to the Secretary of State Office contact person listed on the contract in Exhibit A.

EXHIBIT G TIMESHEET

STATE OF CALIFORNIA - SECRETARY OF STATE																																						
CONTRACTOR HAVA ACTIVITY REPORT																																						
NAME																COMPANY NAME										Month/Year				HAVA Coordinator's Approval								
Contract Number:																Location (Sacto/LA)																						
HAVA ACTIVITY HOURS																PROGRAM TIME REPORTING																						
	31	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31	1	DELIVERABLE NAME	ORG	HOURS		
1																																			(Taken from proposal and contract)		0.00	
2																																					0.00	
3																																						0.00
4																																						0.00
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23																																						0.00
24																																						0.00
SIGNATURE OF CONTRACTOR																DATE											MONTHLY TOTAL	0.00										



Shirley N. Weber, Ph.D.
CALIFORNIA SECRETARY OF STATE
Elections Division

1500 11th Street, 5th Floor | Sacramento, CA 95814 | 916.657.2166 | elections@sos.ca.gov

February 26, 2024

County Clerk/Registrar of Voters (CC/ROV) Memorandum #24056

TO: All County Clerks/Registrars of Voters

FROM: /s/ NaKeshia Robinson
Deputy Secretary of State

RE: Revised State and Federal Help America Vote Act (HAVA) Funding

The adjusted state and federal HAVA funding have been authorized by the state and federal governments to be used for election purposes. For fiscal year 2023-2024, \$9.2 million in state and federal funds for costs associated with election security will be made available to counties. This memorandum supersedes [CCROV #23128](#).

As with all previous funding, these county funds will be allocated through state contracts with the counties and be reimbursement based. The county allocations are intended to maximize funds for all counties of all sizes to make advancements in election security. The allocations were calculated using the number of registered voters during the November 8, 2022, General Election in each respective county and then allocating an amount based upon ranges in registered voters.

Approval by your County Board of Supervisors along with the appropriate County Resolution will be required.

See Attachment A for the breakdown by county for these funds. Reimbursement will be allowed for qualifying payments made through June 2025. Attachment B is a copy of the Statement of Work that will be sent to each county.

Justin Hirai will be the contact for the contract process for these funds. Any questions you have about the status of your contract or reimbursement claims should be directed to Mr. Hirai. He can be reached by telephone at (916) 603-7903 or by email jhirai@sos.ca.gov.

Thank you.

Attachment A**Revised County Allocation of FY 23-24 Federal and State Funding – Election Security**

County	Election Security
Alameda	\$198,000.00
Alpine	\$100,000.00
Amador	\$100,000.00
Butte	\$135,000.00
Calaveras	\$100,000.00
Colusa	\$100,000.00
Contra Costa	\$198,000.00
Del Norte	\$100,000.00
El Dorado	\$135,000.00
Fresno	\$168,000.00
Glenn	\$100,000.00
Humboldt	\$135,000.00
Imperial	\$135,000.00
Inyo	\$100,000.00
Kern	\$168,000.00
Kings	\$135,000.00
Lake	\$100,000.00
Lassen	\$100,000.00
Los Angeles	\$700,000.00
Madera	\$135,000.00
Marin	\$135,000.00
Mariposa	\$100,000.00
Mendocino	\$135,000.00
Merced	\$135,000.00
Modoc	\$100,000.00
Mono	\$100,000.00

Monterey	\$168,000.00
Napa	\$135,000.00
Nevada	\$135,000.00
Orange	\$249,000.00
Placer	\$168,000.00
Plumas	\$100,000.00
Riverside	\$249,000.00
Sacramento	\$198,000.00
San Benito	\$100,000.00
San Bernardino	\$249,000.00
San Diego	\$249,000.00
San Francisco	\$168,000.00
San Joaquin	\$168,000.00
San Luis Obispo	\$135,000.00
San Mateo	\$168,000.00
Santa Barbara	\$168,000.00
Santa Clara	\$249,000.00
Santa Cruz	\$135,000.00
Shasta	\$135,000.00
Sierra	\$100,000.00
Siskiyou	\$100,000.00
Solano	\$168,000.00
Sonoma	\$168,000.00
Stanislaus	\$168,000.00
Sutter	\$135,000.00
Tehama	\$100,000.00
Trinity	\$100,000.00
Tulare	\$168,000.00
Tuolumne	\$100,000.00
Ventura	\$168,000.00
Yolo	\$135,000.00

Yuba	\$100,000.00
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Attachment B
Scope of Work

A. PURPOSE OF AGREEMENT

The purpose of this Agreement is to provide the County of «County» (County) with Help America Vote Act (HAVA) Federal funds, CFDA Number 90.404, administered by the U.S. Election Assistance Commission (EAC) “for activities to improve the administration of elections for Federal office, including to enhance election technology and make election security improvements, as authorized under sections 101, 103, 104 of HAVA” subject to the provisions of this Agreement and all requirements of state and federal law, regulations and procedures.

B. PROJECT CONTACTS

- The program representatives during the term of Agreement will be:

County: «Registrar» «Phone»

SOS: Justin Hirai Phone (916) 603-7903 or HAVAInvoices@sos.ca.gov.

C. APPROPRIATE USES OF HAVA FUNDS

HAVA funds received pursuant to this contract shall be used for reimbursement for activities to improve the administration of elections for Federal office, including to enhance election technology and make election security improvements, as authorized under sections 101, 103, 104 of HAVA for costs reasonably incurred for:

1. **Cybersecurity:** Activities related to the improvement and enhancement of county cybersecurity, which includes:
 - Penetration testing and any associated remediation
 - Red team exercises and any associated remediation or mitigation
 - End point detection
 - Multi-factor authentication for all devices including
 - Mobile Device Management
 - Mobile Threat Defense

- Segregating election information technology
- Enhancements for network security including
 - Network Threat Detection
 - Network Threat Protection
 - Network Access Control
- Identification of public facing vulnerabilities and configuration errors through cyber hygiene scans or other methods and any associated remediation
- Patching, patch management, and vulnerability management
- Anti-Malware protection
- Malicious domain blocking and reporting (MDBR)
 - Application Security
 - Application Whitelisting
- Distributed Denial of Service (DDoS) protection
- Third party software and/or hardware in support of improving the county's cybersecurity capabilities
- Software, hardware or consulting services and/or any associated information technology installation directly related to cybersecurity risks which may include
 - Application Development Security
 - Software Supply Chain Management
 - Identity Lifecycle Management
- Monitoring of systems and applications to prevent and detect data breaches or fraud including interconnected systems which may include
 - Security Continuous Monitoring 24x7
 - Cloud Security Monitoring
 - Insider Threat Detection
 - Log Management
 - Threat Intelligence Platform
 - Application Security
 - Operational Technology Security
- Staff or consultant time associated with implementation of any of the above activities

- 2. Physical Security:** Activities related to the improvement and enhancement of county physical security which includes:
- Staff time or consulting services to improve security practices and documentation, including drafting and documenting information security policies and procedures, emergency planning, and continuity of operations

- Crisis response kit
- First aid supplies
- Panic alarms
- Intrusion detection systems
- Restricted access controls
- Security cameras or other surveillance equipment
- Emergency generator
- Physically securing servers hosting county voter registration, election information systems, and voting technology
- Securing storage or offsite locations used for election equipment and supplies
- Additional services that improve security

3. **Security and Privacy Awareness Training:** Creating awareness and educating employees and other users of information systems on the information security risks associated with the activities related to their job roles, as well as their responsibilities in complying with an organization's security policies and procedures designed to reduce these risks. Training for staff that encompass essential knowledge and skills that help maintain the security and integrity of elections, including:

- User awareness training
- Phishing training
- Social engineering training
- Combatting mis/dis/mal information
- De-escalation and conflict resolution
- Emergency drills
- Tabletop exercises

4. **Incident Response:** Costs related to responding to an election security incident, including:

- Staff time or consulting services for incident response plan drafting and preparation
- Staff time or consulting services to identify an attack, minimize its effects, contain damage, and remediate the cause to reduce the risk of future incidents

Items presumed not to be reimbursable:

The following is a partial list of items presumed to not be reimbursable and not inclusive of all items that are not reimbursable. The list is provided only for the purpose of providing guidance. The Secretary of State shall be the sole

determiner if an expenditure is reimbursable.

1. Costs not directly related to election infrastructure security.
2. Overhead costs.
3. Computers/Laptops/Tablets.
4. Blackberries/Smartphones (handheld computers).
5. Other office equipment, including but not limited to fax machines, copiers and scanners, unless prior approval has been obtained from the granting agency.
6. Office supplies, including but not limited to paper, pens and post-it notes.
7. Travel costs.

D. CONDITION FOR RECEIVING FUNDS

The County may seek reimbursement for the activities identified above, provided that the County certifies as part of the reimbursement claim that it has done all of the following:

1. Utilized the Department of Homeland Security Cybersecurity and Infrastructure Security Agency (CISA) no cost Cyber Hygiene Web Application Scanning service, or other equivalent cyber hygiene scanning service (<https://www.cisa.gov/news-events/news/cyber-hygiene-web-application-scanning>).
2. At least one County employee or agent attended one of the regional tabletop training sessions sponsored by the Secretary of State or CISA.
3. Conducted privacy and security awareness training including cyber security best practices for all elections related staff.
4. Completed an incident response plan detailing how elections staff detect, respond to, and recover from network security incidents.

In addition, as a condition of receiving reimbursement for the activities identified above, the County shall certify as a condition of reimbursement that the County has done one or more of the following:

5. Deployed reliable antivirus software and kept it up to date.
6. Implemented a firewall and kept it up to date.
7. Deployed an intrusion detection system and kept it up to date.
8. Deployed the Elections Infrastructure Information Sharing & Analysis Center (EI-ISAC) Endpoint Detection Response program, or other equivalent end point protection and is kept up to date (<https://www.cisecurity.org/insights/spotlight/cybersecurity-spotlight-endpoint-detection-and-response-edr>).

9. Adopted a .gov Top-Level Domain or are currently in the transition process (<https://get.gov/registration/>) for obtaining a .gov Top-Level Domain.

Invoices must include itemized list of costs prior to reimbursement.

Exhibit B

BUDGET DETAIL AND PAYMENT PROVISIONS

1. Invoicing and Payment

A. For services satisfactorily rendered, and upon receipt and approval of the invoices submitted with supporting documentation, the State agrees to compensate the County for actual expenditures incurred in accordance with the rates specified herein, which is attached hereto and made a part of this Agreement.

B. Invoices shall include the Agreement Number and shall be submitted not more frequently than monthly in arrears:

Preferred Method in electronic format (PDF) via email to AccountsPayable@sos.ca.gov.

Hard copies, though not required, may be sent to:

Office of Secretary of State
Attention: Accounts Payable
P.O. Box 944260
Sacramento, CA 94244-2600

C. Counties will be reimbursed as specified in Exhibit A 'Scope of Work', Section C, 'Appropriate Uses of HAVA Funds'.

2. Budget Contingency Clause

A. It is mutually agreed that if the Budget Act, or a HAVA Spending Plan or Spending Plan amendment, of the current year and/or subsequent years covered under this Agreement does not appropriate sufficient funds for the program, this Agreement shall be of no further force and effect. In this event, the State shall have no liability to pay any funds whatsoever to County or to furnish any other considerations under this Agreement and County shall not be obligated to perform any provisions of this Agreement.

B. If funding for any fiscal year is reduced or deleted by the Budget Act, or by a HAVA Spending Plan or Spending Plan amendment, for

purposes of this program, the State shall have the option to either cancel the Agreement with no liability occurring to the State, or offer an agreement amendment to County to reflect the reduced amount.

3. Federal Funds

- A. It is mutually understood between the parties that this contract may have been written for the mutual benefit of both parties before ascertaining the availability of congressional appropriation of funds, to avoid program and fiscal delays that would occur if the contract were executed after that determination was made.
- B. This contract is valid and enforceable only if the United State Government for the fiscal year 2023/2024, for the purpose of this program makes sufficient funds available to the state. In addition, this contract is subject to any additional restrictions, limitations, or conditions enacted by the Congress or to any statute enacted by the Congress that may affect the provisions, terms, or funding of this contract in any manner.
- C. The parties mutually agree that if the Congress does not appropriate sufficient funds for the program, this contract shall be amended to reflect any reduction in funds.
- D. The department has the option to **invalidate** the contract under the 30-day cancellation clause or to amend the contract to reflect any reduction in funds.

4. Prompt Payment Clause

Payment will be made in accordance with, and within the time specified in Government Code Chapter 4.5, commencing with Section 927.

5. Maximum Amount of HAVA Funds to be Provided to County Under this Program

County shall not receive, pursuant to Agreement, more than \$«Amount».

6. Failure To Properly Claim Maximum Amount Of HAVA Funds

Notwithstanding any provision of Agreement, County shall be entitled to receive only those amounts for fully supported and appropriate claims which are properly submitted, pursuant to the provisions of Agreement and all applicable state and federal laws, regulations, and procedures.

7. Basis of Claims

Subject to the provisions below related to the applicability of CFR-200, all claims for HAVA funds under this program must be based on invoices submitted by County. All invoices or agreements that are the subject of any claims must relate directly to expenditures authorized pursuant to Section C ('Appropriate Use of HAVA Funds') of Exhibit A 'Scope of Work'.

8. Processing of Claims

The Secretary of State shall establish the criteria and processes for submitting claims under this program. Such criteria shall include requirements that all claims:

- A. Contain a face sheet that summarizes each expenditure made as set forth in Exhibit A 'Scope of Work';
- B. Include the total amount of the claim;
- C. Include the agreement number on the face sheet;
- D. Identify whether additional claims are expected to be submitted;
- E. Include hourly charge of any county staff for which a claim is made for their time;
- F. Include the hourly wage or monthly salary of any employee for which a claim is made for their salaries;
- G. Include signed County staff HAVA Activity Reports, please see sample which is Exhibit G, for each employee and County's employee for whom reimbursement for time is being claimed. (Vendors who receive payment from HAVA funds are required to submit timesheets for any work paid for as time and materials); or,

- H. Requests for reimbursement for personnel costs, whether regular county employees or temporary staff, should be backed up with HAVA timesheets. However, sensitive personal identifying information (PII) should not be included. If the County uses a computer-based payroll system that is coded to reflect time spent on HAVA and non-HAVA projects, the County does not need to submit time sheets. However, for any request for reimbursement for personnel services, the County must submit a summary that shows the type of staff, numbers of positions claimed and time spent on each type of HAVA-related project, along with the costs of payroll and benefits for those hours. The County must also verify that coded electronic payroll records are kept on file and are available for Secretary of State questions and audit purposes.
- I. Include a copy of the contract with the contractor if the contractor's invoice does not describe the activities undertaken in such a manner that the State can determine whether the activities comply with the provisions of this Agreement.

9. Application of 2CFR 225

2CFR – Part 225 (“Cost Principles for State, Local and Indian Tribal Governments”), incorporated herein by reference, to the extent applicable, shall govern with respect to all aspects of this program. The provisions of 2 CFR - Part 225 may be found at https://www.whitehouse.gov/wp-content/uploads/legacy_drupal_files/omb/federal_register/FR2005/083105_a87.pdf

10. Retroactive Payments

Counties may claim reimbursement for expenses and activities permissible under the terms of this agreement that occur after July 1, 2023, and on or before June 30, 2025.

11. Payments Of Claims

Payments made by the State with respect to any claim shall be sent directly by the State Controller's office to the County.

12. Deadline For Submitting Claims

The deadline for submitting any claim under this program is June 30, 2025.

13. Multiple Claims

County can submit multiple claims for HAVA funds authorized above, within the aggregate limit established for County.

14. Documentation To Be Submitted

Each claim shall include a cover page that identifies the activity or service in Exhibit A and the dollar amount associated with each activity or service for which funds are being sought. Each claim shall also include originals or true copies of all invoices, agreements, or other documentation that support the claim, including all documentation required by Office of Management and Budget, 2CFR - Part 225. The provisions of 2CFR – Part 225 and 2CFR 200 may be found at https://www.whitehouse.gov/wp-content/uploads/2022/05/2022-Compliance-Supplement_PDF_Rev_05.11.22.pdf

15. Order Of Processing

Claims shall be processed by the Secretary of State in order of receipt.

Exhibit C

GENERAL TERMS AND CONDITIONS

PLEASE NOTE: This page will not be included with the final agreement. The General Terms and Conditions will be included in the agreement by reference to Internet site: <https://www.dgs.ca.gov/PD/Resources/Page-Content/Procurement-Division-Resources-List-Folder/Required-Language-for-Solicitations-and-Contracts>.

Exhibit D

SPECIAL TERMS AND CONDITIONS

A. AUDITING

1. Receipt of HAVA funds by a county indicates agreement to establish a dedicated HAVA account for these funds. Therefore, any payment received by County pursuant to this program shall be deposited in a separate, segregated account and any payment made by County related to this program shall be paid from that account whether or not the County has paid the vendors for services rendered before submitting invoices to the State.
2. Any recipient of federal funds to meet the Help America Vote Act requirements agrees to be audited pursuant to federal and state law. Accordingly, all documents and electronic files must be produced upon request by the auditors. CFDA Number for this contract is 90.404. The audit may include a review of all books, papers, accounts, documents, or other records of County as they relate to any HAVA funds. County shall also provide access to all employees having knowledge of the HAVA funds program to assist the auditor. County shall provide a copy of any document, paper, or electronic record requested by the auditor;
3. OMB Circular A-133 ("Audits of States, Local Governments, and Non-Profit Organizations"), and OMB Circular A-87, incorporated herein by reference, shall govern with respect to all aspects of this program. The provisions of these circulars may be found at <http://www.whitehouse.gov/omb/circulars>;
4. County shall maintain records in a manner that:
 - a. Accurately reflects fiscal transactions with necessary controls and safeguards;
 - b. Provides complete audit trails, based whenever possible on original documents (purchase orders, receipts, progress payments, invoices, timesheets, cancelled warrants, warrant numbers, etc.);

- c. Provides accounting data so the costs can readily be determined throughout Agreement period.
5. Records shall be maintained for three years after expiration of Agreement and for at least one year following any audit or final disposition of any disputed audit finding;
6. If the final disposition of any disputed audit finding is determined to be a disallowed cost that the Secretary of State has paid the County, the County shall return to the Secretary of State an amount equal to the disallowance.
7. County shall permit periodic site visits by the Secretary of State or the Secretary of State's designee or designees to determine if any HAVA funds are being used or have been used in compliance with Agreement and all applicable laws;
8. Upon request, county shall report to the Secretary of State at least once every 90 (ninety) days until all funds received have been expended, on the status of HAVA funds received, in a manner determined by the Secretary of State.

B. GENERAL PROVISIONS

1. The program is conditioned on State receiving reimbursement from the federal government pursuant to HAVA Section 303(a).
2. HAVA funds can only be used for the purposes for which the HAVA funds are made;
3. No portion of any HAVA funds shall be used for partisan political purposes. All County staff providing services are required to sign an agreement, please see Exhibit E Item 2, to abide by the Secretary of States' policy to refrain from engaging in political activities that call into question the impartiality of the Secretary of State's Office. County is to submit agreement signed by each employee of contractor's firm who worked for County pursuant to this Agreement with the County's first invoice.
4. The provisions of the federal *Hatch Act* shall apply to employees working for state and local entities receiving HAVA funds. The *Hatch Act* may be reviewed at

<https://osc.gov/Documents/Outreach%20and%20Training/Handouts/A%20Guide%20to%20the%20Hatch%20Act%20for%20Federal%20Employees.pdf>.

5. Any interest earned by County on money received pursuant to this Agreement must be reported in writing to the Secretary of State within 30 days of expiration of this Agreement. All interest must be used by the County for the purposes of implementing activities allowable under this Agreement;
6. Failure by any eligible County to execute a contract within 90 days of the date on which this contract is made available shall constitute an express desire to forego funds;
7. Funds not claimed by County within 90 days of the end date of this contract, or any funds claimed by a county that are not approved for county use by the Secretary of State within 180 days of the end date of this contract, shall be reallocated and may only be used to meet Section 303(a) of HAVA;
8. If funding for any fiscal year is reduced or deleted by the Budget Act for purposes of this program, the State shall have the option to either cancel Agreement with no liability occurring to the State, or offer an Agreement amendment to County to reflect any reduced amount;
9. Agreement is subject to any restrictions, limitations or conditions enacted or promulgated by the United States Government, or any agency thereof, that may affect the provisions, terms or funding of Agreement in any manner;
10. Pursuant to federal policy, Agreement may be terminated by the State with 30-day written notice to County;
11. County warrants by execution of Agreement, that no person or selling agency has been employed or retained to solicit or secure this contract upon agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by County for the purpose of securing business. For breach or violation of this warranty, the State shall, in addition to other remedies provided by law, have the right to annul this contract without liability, paying only for the value of the work actually

performed, or otherwise recover the full amount of such commission, percentage, brokerage, or contingent fee;

12. Nothing contained in Agreement or otherwise, shall create any contractual relation between the State and any subcontractor or vendor, and no subcontractor shall relieve County of its responsibilities and obligations hereunder. County agrees to be as fully responsible to State for the acts and omissions of its subcontractors and of persons either directly or indirectly employed by any of them as it is for the acts and omissions of persons directly employed by County. County's obligation to pay its subcontractors is an independent obligation from the State's obligation to make payments to County. As a result, State shall have no obligation to pay or to enforce the payment of any moneys to any subcontractor or vendor of County;
13. Pursuant to federal law, by signing this agreement or execution of this purchase order the Contractor certifies under the penalty of perjury that the contracting entity is not excluded or ineligible from federal assistance programs and thereby is not on the federal government's list of suspended or debarred entities.

Pursuant to federal law, as a component of the procurement process, the Contractor must review the federal government's list of debarred and suspended vendors and ensure no contract award is provided to a vendor on this list. This list may be viewed at SAM.gov (formerly at www.epls.gov).

14. Upon request, county agrees to provide the Secretary of State with a summary report on its activities under this agreement following each election for which funds are expended that includes: the method used to determine the need for funding an eligible activity, including the reliance on an advisory committee or advisory groups, surveys or any other methodology used to assess the need for the eligible activity; the activity performed and funded; the amount of funding expended; the category or categories of need being met; and any performance metric or assessment of the quality of the activity, including unsolicited public comment, advisory committee or advisory group comment, public comment solicited through surveys and on-site assessments conducted by the County, its agents or others.

Exhibit E
ADDITIONAL PROVISIONS

A. Secretary Of State Policy Regarding Political Activity in the Workplace

SECRETARY OF STATE POLICY REGARDING POLITICAL ACTIVITY IN THE
WORKPLACE

The Secretary of State is the state's chief elections officer. It is, therefore, imperative that staff in the Secretary of State's Office, and those who contract with the Secretary of State's Office, refrain from engaging in any political activity that might call into question the office's impartiality with respect to handling election issues. Accordingly, the policy of the Secretary of State's Office with respect to political activity in the workplace, a copy of which will be given to every employee in the Secretary of State's office and incorporated as an attachment to contracts with the Secretary of State's Office, is as follows:

1. No employee of or contractor with the Secretary of State's Office shall engage in political campaign-related activities on state-compensated or federal-compensated time, except as required by official duties, such as answering inquiries from the public. In those cases where the contractor with the Secretary of State's Office is a county, the term "contractor" shall apply only to county elections office employees, county employees redirected to work temporarily for the county elections office, or any person, firm, company or business that provides reimbursable election-related services to a county elections office in furtherance of a contract. This prohibition shall not apply while an employee is on approved vacation or approved annual leave. This prohibition shall not apply to activities engaged in during the personal time of an employee.
2. No employee of or contractor with the Secretary of State's Office shall use any state property in connection with political campaign activities. It is strictly prohibited to schedule political campaign-related meetings or to conduct political campaign-related meetings in state office space, even if after normal working hours.
3. No employee of or contractor with the Secretary of State's Office shall use his or her official status with the Secretary of State's Office to influence political campaign-related activities or to confer support for

- or indicate opposition to a candidate or measure at any level of government.
4. No employee of or contractor with the Secretary of State's Office may be involved with political campaign-related telephone calls, letters, meetings or other political campaign-related activities on state-compensated or federal-compensated time. Requests by employees to switch to alternative work schedules, such as 4-10-40 or 9-8-80 work weeks, or to take vacation in order to accommodate political campaign-related activities or to attend political campaign functions, will be judged in the same manner and on the same basis as any other requests of this nature (i.e., existing needs of the office and discretion of the division chiefs).
 5. The receipt or delivery of political campaign contributions or photocopies thereof on state property is strictly prohibited, as is the use of office time or state resources (e.g., intra-office mail or fax machines) to solicit or transmit political campaign contributions.
 6. No employee of or contractor with the Secretary of State's Office may authorize any person to use his or her affiliation with the Secretary of State's Office in an attempt to suggest that the employee's or contractor's support or opposition to a nomination or an election for office or a ballot measure is of an "official," as distinguished from private, character.
 7. No employee of or contractor with the Secretary of State's Office may display political campaign-related buttons, posters, or similar materials in areas visible to individuals who are in public areas of the Secretary of State's Office; nor may an employee of or contractor with the Secretary of State's Office display political campaign-related posters or other materials on windows facing out of the state office building.
 8. No employee of or contractor with the Secretary of State's Office may use official authority or influence for the purpose of interfering with or attempting to affect the results of an election or a nomination for any public office.
 9. No employee of or contractor with the Secretary of State's Office may directly or indirectly coerce or solicit contributions from subordinates in support of or in opposition to an election or nomination for office or a ballot measure.

10. An employee who is paid either partially or fully with federal funds, including the Help America Vote Act of 2002 (HAVA), is subject to the provisions of the federal Hatch Act, and is, therefore, prohibited from being a candidate for public office in a partisan election, as defined in the federal Hatch Act. However, any employee who is to be paid either partially or fully with funds pursuant to HAVA, shall first be consulted about the proposed funding and be informed about the prohibitions of the federal Hatch Act. The employee, whenever possible, shall be given the opportunity to engage in employment that does not involve HAVA funding.
11. Provisions limiting participation in political campaign-related activities as provided for in this policy statement shall be included in every contract with the Secretary of State's Office.

B. Executive Order N-6-22-Russia Sanctions

On March 4, 2022, Governor Gavin Newsom issued Executive Order N-6-22 (the EO) regarding Economic Sanctions against Russia and Russian entities and individuals. "Economic Sanctions" refers to sanctions imposed by the U.S. government in response to Russia's actions in Ukraine, as well as any sanctions imposed under state law. The EO directs state agencies to terminate contracts with, and to refrain from entering any new contracts with, individuals or entities that are determined to be a target of Economic Sanctions. Accordingly, should the State determine Contractor is a target of Economic Sanctions or is conducting prohibited transactions with sanctioned individuals or entities, that shall be grounds for termination of this agreement. The State shall provide Contractor advance written notice of such termination, allowing Contractor at least 30 calendar days to provide a written response. Termination shall be at the sole discretion of the State.

If you have questions concerning these restrictions, please refer them to the Secretary of State Office contact person listed on the contract in Exhibit A

STATE OF CALIFORNIA - SECRETARY OF STATE																																						
CONTRACTOR HAVA ACTIVITY REPORT																																						
NAME																COMPANY NAME										Month/Year				HAVA Coordinator's Approval								
Contract Number:																Location (Sacto/LA)																						
HAVA ACTIVITY HOURS																															PROGRAM TIME REPORTING							
	31	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31	1	DELIVERABLE NAME	ORG	HOURS		
1																																				(Taken from proposal and contract)		0.00
2																																						0.00
3																																						0.00
4																																						0.00
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21																																						0.00
22																																						0.00
23																																						0.00
24																																					MONTHLY TOTAL	0.00
SIGNATURE OF CONTRACTOR																DATE																						



April 11, 2024

Angela Calvillo, Clerk of the Board of Supervisors
1 Dr. Carlton B. Goodlett Place, Room 244
San Francisco, California 94102

Dear Ms. Calvillo:

Attached are the original and copies of a proposed accept and expend resolution from the Department of Elections requesting the Board of Supervisors' approval to utilize funds totaling \$168,000 for costs associated with election security.

Funds totaling \$9.2 million were made available under the Help America Vote Act (HAVA) and will be disbursed by the California Secretary of State's Office (SOS) to each county. The SOS determined the funding amount allocated to each county according to a county's percentage of registered voters during the November 2022 election in relation to the statewide number of registered voters. To receive funds each county elections office must obtain legislative approval from its Board of Supervisors before entering into contracts administered by the SOS.

The Department of Elections has not made purchases or obtained services dependent on receiving the HAVA funds. Instead, prior to receiving notice of the availability of funds, the Department had begun implementing measures to increase security for its offices in City Hall and its warehouse site on Pier 31. If approved by the Board of Supervisors, the Department will seek reimbursement for the costs associated with measures to increase the physical security of the Department's sites.

Additionally, Department personnel must still attend a regional tabletop training session regarding cybersecurity organized by the SOS or the federal Cybersecurity & Infrastructure Security Agency later this year.

Respectfully,


John Arntz, Director

Encl: Grant Resolution Information Form
Resolution to Accept and Expend federal funds for election security

Attachment 1: Memorandum #24056 from the California Secretary of State detailing costs eligible for reimbursement using HAVA funds for election security.

Attachment 2: State of California Standard Agreement –Funds for Election Security