

File No. 260274

Committee Item No. 1

Board Item No. 21

COMMITTEE/BOARD OF SUPERVISORS

AGENDA PACKET CONTENTS LIST

Committee: Budget and Finance Committee Date April 15, 2026

Board of Supervisors Meeting Date April 21, 2026

Cmte Board

- | | | |
|-------------------------------------|-------------------------------------|--|
| <input type="checkbox"/> | <input type="checkbox"/> | Motion |
| <input checked="" type="checkbox"/> | <input checked="" type="checkbox"/> | Resolution |
| <input type="checkbox"/> | <input type="checkbox"/> | Ordinance |
| <input type="checkbox"/> | <input type="checkbox"/> | Legislative Digest |
| <input type="checkbox"/> | <input type="checkbox"/> | Budget and Legislative Analyst Report |
| <input type="checkbox"/> | <input type="checkbox"/> | Youth Commission Report |
| <input type="checkbox"/> | <input type="checkbox"/> | Introduction Form |
| <input type="checkbox"/> | <input type="checkbox"/> | Department/Agency Cover Letter and/or Report |
| <input type="checkbox"/> | <input type="checkbox"/> | MOU |
| <input checked="" type="checkbox"/> | <input checked="" type="checkbox"/> | Grant Information Form |
| <input checked="" type="checkbox"/> | <input checked="" type="checkbox"/> | Grant Budget |
| <input type="checkbox"/> | <input type="checkbox"/> | Subcontract Budget |
| <input checked="" type="checkbox"/> | <input checked="" type="checkbox"/> | Contract/Agreement |
| <input type="checkbox"/> | <input type="checkbox"/> | Form 126 – Ethics Commission |
| <input checked="" type="checkbox"/> | <input checked="" type="checkbox"/> | Notice of Award/Award Letter |
| <input type="checkbox"/> | <input type="checkbox"/> | Application |
| <input type="checkbox"/> | <input type="checkbox"/> | Public Correspondence |

OTHER (Use back side if additional space is needed)

<input type="checkbox"/>	<input type="checkbox"/>	_____
<input type="checkbox"/>	<input type="checkbox"/>	_____
<input type="checkbox"/>	<input type="checkbox"/>	_____
<input type="checkbox"/>	<input type="checkbox"/>	_____
<input type="checkbox"/>	<input type="checkbox"/>	_____
<input type="checkbox"/>	<input type="checkbox"/>	_____
<input type="checkbox"/>	<input type="checkbox"/>	_____
<input type="checkbox"/>	<input type="checkbox"/>	_____
<input type="checkbox"/>	<input type="checkbox"/>	_____
<input type="checkbox"/>	<input type="checkbox"/>	_____
<input type="checkbox"/>	<input type="checkbox"/>	_____

Completed by: Brent Jalipa Date April 9, 2026

Completed by: Brent Jalipa Date April 16, 2026

1 [Accept and Expend Funds - Retroactive - California Secretary of State - Voting System and
2 Election Management System Replacement - \$416,431.10]

3 **Resolution retroactively authorizing the Department of Elections to accept and expend**
4 **funds allocated by the California Secretary of State in an amount not to exceed**
5 **\$416,431.10 to fund voting system and election management system replacement, for**
6 **the period of July 1, 2025, through August 31, 2026.**

7
8 WHEREAS, The State of California’s Budget Act of 2019 provided one-time funding for
9 voting system and election management system replacement, in addition to the funding the
10 State previously provided in Fiscal Years 2018-2019 for voting system replacement; and

11 WHEREAS, Under this one-time funding, the State offered the Department of Elections
12 (“DOE”) an additional \$1,949,858.50 to pay for the replacement of its voting and election
13 management systems for the period of February 1, 2019, through June 30, 2022; and

14 WHEREAS, In Resolution No. 232-20, the Board of Supervisors (“Board”) approved the
15 DOE’s request to accept and expend \$1,949,858.50 from the State for voting system
16 replacement; and

17 WHEREAS, After the Secretary of State distributed the one-time funding to eligible
18 counties for costs incurred for the period of February 1, 2019, through June 30, 2022, they
19 offered the DOE \$416,431.10 in additional funding to pay for replacement of its voting and
20 election management systems for the period of July 1, 2025, through August 31, 2026; and

21 WHEREAS, The DOE uses election management systems to track voter registration
22 and voter preferences, including for example, a voter’s vote-by-mail status; and

23 WHEREAS, The DOE may seek reimbursement where the City will spend matching
24 funds on voting system and election management system replacement and will be reimbursed

1 by the State for 75% of expenses, up to the maximum amount of funds allocated for under the
2 contract; and

3 WHEREAS, The fund does not require an ASO amendment; and

4 WHEREAS, The fund terms prohibit including indirect costs in the budget; now,
5 therefore, be it

6 RESOLVED, The DOE is hereby authorized to accept and expend the additional funds
7 received from the State, in an amount not to exceed \$416,431.10 for voting system and
8 election management system replacement for the period of July 1,2025, through August 31,
9 2026; and be it

10 FURTHER RESOLVED, That the DOE shall expend such funds only on costs that are
11 directly related to purchasing or leasing voting system and election management system
12 replacement, and shall not expend funds on costs that are indirectly related to such activities,
13 including overhead costs or personnel; and be it

14 FURTHER RESOLVED, That the Director of Elections is authorized to amend its
15 existing agreement with the Secretary of State, on behalf of the City and County of
16 San Francisco, for the acceptance and expenditure of these funds for voting system and
17 election management system replacement and extend this agreement to August 31, 2026;
18 and be it

19 FURTHER RESOLVED, That the Board hereby waives inclusion of indirect costs in the
20 budget.

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

RECOMMENDED:

_____/s/_____

John Arntz
Director of Elections

APPROVED:

_____/s/_____

Mayor

_____/s/_____

Controller

File Number: 260274
(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: Voting System Replacement Contract 2025
2. Department: Elections
3. Contact Person: John Arntz Telephone: 415 558 6110
4. Grant Approval Status (check one):
 Approved by funding agency Not yet approved
5. Amount of Grant Funding Approved or Applied for: \$416,431.10
6. a. Matching Funds Required: \$138,810.37
b. Source(s) of matching funds (if applicable): General Fund
7. a. Grant Source Agency: California Secretary of State
b. Grant Pass-Through Agency (if applicable): N/A
8. Proposed Grant Project Summary: The purpose of this agreement is to provide the City and County of San Francisco (City) with state funds to reimburse the City for payments made pursuant to a lease agreement for the replacement of voting systems implemented after April 29, 2015.
9. Grant Project Schedule, as allowed in approval documents, or as proposed:
Start-Date: July 1, 2025 End-Date: August 31, 2026
10. a. Amount budgeted for contractual services: \$1,429,406
b. Will contractual services be put out to bid? N/A
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? N/A
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: These funds are not part of any grant program. Instead, the Department is eligible for the funds based on it replacing a voting system after 2015. The one

outstanding criteria before executing a contract for the funds with the Secretary of State's Office is providing a resolution from the Board of Supervisors approving the Department's receipt of the funds.

Overall, the state legislature allocated funds to all counties to provide for reimbursement to counties for costs associated with replacing voting systems purchased or leased since 2015. No grant program was organized to disburse the funds to counties.

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

Jonathan Ashery
(Name)

ADA Coordinator
(Title)

Date Reviewed: 2/20/2026

[Signature]
(Signature Required)

Department Head or Designee Approval of Grant Information Form:

JOHN ARVIZ
(Name)

DIRECTOR
(Title)

Date Reviewed: 2/20/26

[Signature]
(Signature Required)

STATE OF CALIFORNIA - DEPARTMENT OF GENERAL SERVICES

STANDARD AGREEMENT

STD 213 (Rev. 04/2020)

AGREEMENT NUMBER 25G30118	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

July 1, 2025 or upon approval by Dept. of General Services, if required, whichever is later

THROUGH END DATE

August 31, 2026

3. The maximum amount of this Agreement is:

\$416,431.10; Four Hundred Sixteen Thousand Four Hundred Thirty One Dollars and Ten 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	4
Exhibit B	Budget Detail and Payment Provisions	3
Exhibit B	Cost Worksheet	1
+ - Exhibit C*	General Terms and Conditions (GTC 02/2025)	*
+ - Exhibit D	Special Terms and Conditions	2
+ - Exhibit E	Additional Provisions	3
+ - Exhibit F	Resolution	
+ - Exhibit G	Contractor Timesheet 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 48

CITY

San Francisco

STATE

CA

ZIP

94102

PRINTED NAME OF PERSON SIGNING

John Arntz

TITLE

Director

CONTRACTOR AUTHORIZED SIGNATURE

DATE SIGNED

STATE OF CALIFORNIA - DEPARTMENT OF GENERAL SERVICES

STANDARD AGREEMENT

STD 213 (Rev. 04/2020)

AGREEMENT NUMBER 25G30118	PURCHASING AUTHORITY NUMBER (If Applicable) SOS-0890
-------------------------------------	--

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. Name of Program

This program shall be known as "Voting System Replacement Contract 2025."

B. Purpose of Agreement

The purpose of this Agreement is to provide the counties within the state of California, as appropriated by Assembly Bill 1824, Chapter 38 (Stats.2018) and Assembly Bill 74, Chapter 23 (Stats.2019), (Voting System Replacement Contracts) pursuant to California Elections Code sections 19400 and 19402 administered by the Secretary of State, with state funds to reimburse counties for voting system replacement activities subject to the provisions of this Agreement and all requirements of state and federal law, regulations and procedures.

Counties who receive the reimbursement of funds under this agreement are subject to the following:

1. Counties may seek reimbursement for payments made pursuant to a purchase agreement, lease agreement, or other contract made after April 29, 2015.
2. The funded activities must belong to one or more of the categories outlined in Section E. Use of Funds of this Scope of Work (SOW).
3. Any voting system purchased or leased by a county for which the county seeks reimbursement from the Secretary of State pursuant to this Agreement and that does not require a voter to directly mark a ballot, must produce a paper version or representation of the voted ballot or of all of the ballots cast on a unit of the voting system. The paper version shall not be provided to the voter but shall be retained by elections officials for use during the one percent manual tally described in Elections Code Section 15360, or any recount, audit, or contest.

C. Project Contacts

The program representatives during the term of Agreement will be:

- a. For County: John Armtz (415) 554-4375
- b. For State: Rodney Rodriguez (916) 695-1680

D. Matching Funds

Counties with 51 or more precincts as of November 8, 2016, may seek reimbursement where the county has spent matching county funds on voting systems replacement activities on a three-to-one basis (75%) up to the maximum amount of funds allocated for the contract.

Counties with 50 or fewer precincts as of November 8, 2016, are not required to provide matching funds and may seek reimbursement on a dollar-to-dollar basis (100%) up to the maximum amount of funds allocated for the contract.

In the case matching funds may also include federal funds such as Help America Vote Act (HAVA). **State funds**, such as Voting Modernization Bond Act of 2002 (VMB) **may not** be used as matching funds.

E. Use of Funds

Any Voting Systems Replacement Contract 2025 funds received pursuant to this program shall be used by County only for one or more of the following purposes:

1. New voting systems that have been certified or conditionally approved pursuant to the California Voting Systems Standards (CVSS).
2. Electronic poll books certified by the Secretary of State.
3. Ballot on demand systems certified by the Secretary of State.
4. Vote by mail ballot drop boxes that comply with any applicable regulations adopted by the Secretary of State, including California Code of Regulations (CCR) Title 2, Division 7, Chapter 3, sections 20130-20138.
5. Remote accessible vote by mail systems certified or conditionally approved by the Secretary of State.
6. Telecommunication technologies to facilitate electronic connection, for the purpose of voter registration, between polling places, vote centers, and the office of the county elections official or the Secretary of State's office.
7. Vote by mail ballot sorting and processing equipment.
8. Enhance or update an election management system.

9. Costs reasonably related to the administration of an election during the COVID-19 epidemic.
 10. Research and development of a new voting system using only nonproprietary software and firmware with disclosed source code that have not been certified or conditionally approved by the Secretary of State, but that would result in a voting system certified by the Secretary of State to comply with the California Voting Systems Standards, in addition to the following:
 - Manufacturing of the minimum number of voting system units reasonably necessary for either of the following purposes:
 - Testing and seeking administrative approval for the voting system pursuant to Elections Codes section 19210 to 19214, inclusive.
 - Testing and demonstrating the capabilities of the voting system in a pilot program pursuant to paragraph (2) of subdivision (b) and subdivision (c) of Elections Code section 19209.
 11. The replacement or enhancement of a county Election Management System (EMS), used by the county to track voter registration or voter preference, including for example, a voter's vote-by-mail status. This shall not include maintenance and operations (M&O).
- F. County shall not submit any claim for payment or reimbursement and shall not be entitled to receive payment or reimbursement from State of Voting System Replacement Contract 2025 funds for:
1. The cost of purchasing any motored vehicle;
 2. The cost of leasing for more than 30 days of any motored vehicle;
 3. The cost of purchasing any real property;
 4. The cost of leasing any real property;
 5. The cost of promotional items and memorabilia;
 6. General purpose equipment, including but not limited to, office equipment and furnishings; modular furniture; telephone networks and component parts that are not for the explicit use of facilitating electronic connections as defined in Section E. Use of Funds, subsection 6 of this SOW; and reproduction and printing equipment that is not a component of a voting system, ballot on demand system, or electronic poll book system;

7. General office supplies;
8. Any indirect rate or overhead costs distributed to county administrative support services.

G. Disposal or Sale of Equipment Purchased with Voting System Replacement Contract Funding

If a county elections official disposes of or sells a voting systems or voting equipment purchased with Voting System Replacement Contract funding:

1. No pre-approval or permission is required by the Secretary of State.
2. Sales should conform to county purchasing procedures. If those do not exist, counties should rely on the State Administrative Manual (SAM Chapter 8600).
3. A solid audit trail should be maintained and include the following:
 - a. All information relevant to valuation.
 - b. Documentation relevant to the source of funding used for the original purchase of the equipment being sold or disposed of.
 - c. Information relevant to the actual sale or disposition, including the date, amount of the actual sale, which equipment was involved (description and inventory numbers) and receipts.
4. Prior to disposing or selling of any voting system or portion thereof, ensure the equipment is formatted so there is no software or firmware remaining on the equipment. All equipment should be taken back to a condition where it is solely a non-functioning piece of hardware.

Exhibit B
Budget Detail and Payment Provisions

1. Invoicing and Payment

A. For services satisfactorily rendered, and upon receipt and approval, the county shall provide the Secretary of State with documentation of payment for which reimbursement is sought, and of the purchase agreement, lease agreement, or other contract pursuant to which the reimbursed payment was made, including but not limited to invoices submitted with supporting documentation, the State agrees to compensate the Contractor for actual expenditures incurred.

B. Invoices shall include the Contract Agreement number and shall be submitted to:

Accounts.Payable@sos.ca.gov

Or

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

2. Budget Contingency Clause

A. It is mutually agreed that if the Budget Act or a Voting System Replacement Contract Spending Plan amendment of the current year and/or any 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 Contractor or to furnish any other considerations under this Agreement and Contractor 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 a Voting System Replacement Contract Spending Plan amendment for purposes of this program, the State shall have the option to either cancel this Agreement with no liability occurring to the State, or offer an agreement amendment to Contractor to reflect the reduced amount.

3. Failure to Properly Claim Maximum Amount of Voting System Replacement Contract 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.

4. Basis of Claims

Subject to the provisions of Section 8. Deadline for Submitting Claims below related to the applicability of, all claims for Voting System Contract Replacement 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 D. Matching Funds, of Exhibit A - Scope of Work.

5. 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 by the categories set forth in Section D. Matching Funds, of Exhibit A - Scope of Work;
- B. Include the total amount of the claim;
- C. Identify whether additional claims are expected to be submitted;
- D. Include the hourly charge of any contractor for which a claim is made for their time;
- E. Include a signed Contractor Timesheet Activity Reports, for each employee and contractor's employee for whom reimbursement for time is being claimed. Please see Exhibit G - Contractor Timesheet Activity Report, for sample of the report. (Vendors who receive payment from Voting System Replacement Contract funds are required to submit timesheets for any work paid for as time and materials); and
- F. 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.

6. Retroactive Payments

Counties may claim reimbursement for expenses and activities permissible under the terms of this Agreement that occur after April 29, 2015, and before **August 31, 2026**.

7. Payments of Claims

The Secretary of State shall advise the County of the status of the claim processing within 30 (thirty) days of receipt of the claim. Payments made by the State with respect to any claim shall be sent directly by the State Controller's office to the County.

8. Deadline for Submitting Claims

The deadline for submitting any claim under this program is 30 (thirty) days after the expiration date of this Agreement.

9. Multiple Claims

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

10. Documentation to be Submitted

- A. Each claim shall include a cover page that identifies the activity or service in Exhibit A – SOW and a summary sheet that includes 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 documentation of the payment for which reimbursement is sought, and of the purchase agreement, lease agreement, or other contract pursuant to which the reimbursed payment was made.
- B. The county shall certify to the Secretary of State the source and amount of match funding, including supporting documentation of the source of funding such as a statement of account.
- C. If applicable, approval by the County Board of Supervisors, along with the appropriate County Resolution will be required.

11. Order of Processing

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

Exhibit B-1
Cost Worksheet

Funding Details

The allotted contract amount with both fiscal year (FY) allotments are not to exceed a total contract budget of **\$416,431.10** as shown in the table below:

Total Budget	
FY 18/19 – Funding amount for replacement/ upgrade to County voting systems	\$208,215.55
FY 19/20 – Funding amount for replacement/ upgrade to County voting systems	\$208,215.55
New Contract Amount	\$416,431.10

Exhibit C
General Terms and Conditions (GTC 02/2025)

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/OLS/Resources/Page-Content/Office-of-Legal-Services-Resources-List-Folder/Standard-Contract-Language>.

Exhibit D
Special Terms and Conditions

A. Auditing

1. Receipt of Voting System Replacement funds by County indicates Agreement, to be reimbursed by the Secretary of State, by first providing matching funds spent on voting system replacement activities described in Exhibit A – Scope of Work, Section E – Use of Funds of this Agreement, up to a maximum amount of funds allocated for the contract, as allocated per county.
2. 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;
 - d. Accurately records and tracks the disposition of all equipment and sensitive property in compliance with 41 CFR 105-71 and the California State Administrative Manual.
3. Records shall be maintained for three (3) years after termination of this Agreement and for at least one (1) year following any audit or final disposition of any disputed audit finding.
4. 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.
5. County shall permit periodic site visits by the Secretary of State or the Secretary of State's designee or designees to determine if any Voting System Replacement Contract funds are being used or have been used in compliance with this Agreement and all applicable laws.

B. General Provisions

1. Voting System Replacement Contract funds can only be used for the purposes for which the Voting System Replacement Contract funds are made.

2. No portion of any Voting System Replacement Contract funds shall be used for partisan political purposes. All contractors providing services are required to sign an Agreement, please see Exhibit E – Additional Provisions, 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.
3. Funds not claimed by County within thirty (30) days of the end date of this contract, or any funds claimed by a county that are not approved for use by the Secretary of State within one hundred eighty (180) days of the end date of this contract, shall revert to the Secretary of State.
4. 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 this Agreement with no liability occurring to the State, or offer an Agreement amendment to County to reflect any reduced amount.
5. This 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.
6. County warrants by execution of this 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.
7. Nothing contained in this 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.

Exhibit E
Additional Provisions

1) 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.

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 – Scope of Work, Section C. Project Contacts.

2) 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.

Grant Budget:

The total amount of state funds available to the City is \$416,431.10. Matching funding provided by the department is \$138,810.37 (25%)

Source of Funds: \$416,431.10

Use of Funds: \$416,431.10

CTR00005331

Department: 232302

Fund: 12550

Project: 10043395

Authority:10001

Non-Personnel Services	Other Professional Services (Voting System Contact)	\$416,431.10
	Total	\$416,431.10

From: [OVSTA Invoices](#)
To: [Arntz, John \(REG\)](#)
Cc: [Rodriguez, Rodney](#); [OVSTA Invoices](#); [SFVote, \(REG\)](#)
Subject: New Voting System Replacement Contracts 2025
Date: Tuesday, December 23, 2025 3:27:44 PM
Attachments: [image002.png](#)
[image003.png](#)
[image004.png](#)
[image005.png](#)
[image006.png](#)

This message is from outside the City email system. Do not open links or attachments from untrusted sources.

Good afternoon,

Recently the point of contact identified by your county should have received a DocuSign agreement, that includes a copy of the Voting System Replacement 2025 contract as well as the Statement of Work (SOW) that outlines the terms and conditions of the contract.

Your office will need to review the contract and return the signed DocuSign along with a signed resolution, minute order, or other form of approval from the County governing board.

All contracts must be signed and fully executed by **June 30, 2026**, otherwise the funding will be forfeited. Therefore, our office is requesting that all signed contracts and documentation be submitted to our office no later than **May 1, 2026**, to provide ample time for review before execution.

If you have any questions, please contact our office at OVSTAINvoices@sos.ca.gov .

Best,

Danielle Dawson

**Associate Governmental Program Analyst
Office of Voting Systems Technology Assessment**

California Secretary of State

D: (916) 695-1436

C: (916) 202-3470

E: OVSTAINvoices@sos.ca.gov



SHIRLEY N. WEBER, Ph.D.

CALIFORNIA SECRETARY OF STATE

WWW.SOS.CA.GOV |



TO: Angela Calvillo, Clerk of the Board of Supervisors
FROM: John Arntz, Director of Elections
DATE: February 17, 2026
SUBJECT: Accept and Expend Ordinance for Subject Grant

GRANT TITLE: Voting System Replacement Contract 2025

Attached please find the original* and two copies of each of the following:

Proposed grant ordinance; original* signed by Department, Mayor, Controller

Grant information form, including disability checklist

Grant budget

Grant application

Letter of Intent or grant award letter from funding agency

Ethics Form 126 (if applicable)

Contracts, Leases/Agreements (if applicable)

Other (Explain):

Special Timeline Requirements:

Departmental representative to receive a copy of the adopted ordinance:

Name: Mayank Patel

Phone: 415-558-6111

Interoffice Mail Address: SF Dept of Elections, City Hall, Room 48

Certified copy required Yes

No

(Note: certified copies have the seal of the City/County affixed and are occasionally required by funding agencies. In most cases ordinary copies without the seal are sufficient).



CITY AND COUNTY OF SAN FRANCISCO
DEPARTMENT OF ELECTIONS

John Arntz, Director

February 17, 2026

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

Dear Ms. Calvillo:

Attached please find the necessary documents for a department submission of a retroactive Accept and Expend resolution for the Board of Supervisors' review and approval.

This resolution would retroactively authorize the Department of Elections to accept and expend funds allocated by the state legislature to reimburse counties for costs associated with replacing voting systems since 2015. The Department will apply the state funds to reimburse costs incurred from July 1, 2025, and August 31, 2026.

The total amount of state funds available to the City is \$416,431.10. The criteria to receive the funds is they must be applied to costs associated with voting system replacement since 2015, a county must provide matching funds that represent 25% of the total cost, and the county elections official must submit a resolution approved by its Board of Supervisors or County Council. After a county submits the approved resolution, the Secretary of State's Office will execute a contract with the elections official to allow the use of the funds.

The funds are not part of a grant program or available in relation to a grant-related proposal. Instead, this funding originates from the State of California Budget Act of 2019 which allocated funds to the counties to reimburse voting system-related costs. For these reasons the packet does not include a Form 126 or grant agreement. Further, the contract disallows for the reimbursement of indirect costs.

The following is a list of accompanying documents:

State of California, Standard Agreement, with California Secretary of State, Amount of \$416,431.10
Grant Information Form
Accept and Expend Resolution

I will gladly provide any additional information and answer any questions.

Respectfully,

DocuSigned by:

OF561D2EB484497
John Arntz, Director of Elections

Phone (415) 558-6100
Fax (415) 558-6109
TTY (415) 558-6108
sfvote@sfgov.org

sfelections.gov
1 Dr. Carlton B. Goodlett Place
City Hall, Room 48
San Francisco, CA 94102

中文 (415) 558-6102
Español (415) 558-6103
Filipino (415) 558-6104
Tiếng Việt (415) 558-6105