

File No. 240362

Committee Item No. 6

Board Item No. \_\_\_\_\_

## COMMITTEE/BOARD OF SUPERVISORS

### AGENDA PACKET CONTENTS LIST

Committee: Budget and Finance Committee Date June 5, 2024

Board of Supervisors Meeting Date \_\_\_\_\_

#### Cmte Board

<input type="checkbox"/>	<input type="checkbox"/>	Motion
<input checked="" type="checkbox"/>	<input 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 checked="" type="checkbox"/>	<input type="checkbox"/>	Department/Agency Cover Letter and/or Report
<input type="checkbox"/>	<input type="checkbox"/>	MOU
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Grant Information Form
<input type="checkbox"/>	<input type="checkbox"/>	Grant Budget
<input type="checkbox"/>	<input type="checkbox"/>	Subcontract Budget
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Contract/Agreement
<input type="checkbox"/>	<input type="checkbox"/>	Form 126 – Ethics Commission
<input type="checkbox"/>	<input type="checkbox"/>	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 checked="" type="checkbox"/>	<input type="checkbox"/>	<u>HAVA Polling Place Accessibility Funding 11/7/2023</u>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<u>Cal Assembly Bill No. 545 10/10/2023</u>
<input type="checkbox"/>	<input type="checkbox"/>	_____
<input type="checkbox"/>	<input type="checkbox"/>	_____
<input type="checkbox"/>	<input type="checkbox"/>	_____
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<input type="checkbox"/>	<input type="checkbox"/>	_____
<input type="checkbox"/>	<input type="checkbox"/>	_____

Completed by: Brent Jalipa Date May 30, 2024

Completed by: Brent Jalipa Date \_\_\_\_\_

1 [Accept and Expend Funds - Retroactive - California Secretary of State - Accessibility Training  
2 and Improving Polling Place Accessibility - \$60,380.03]

3 **Resolution retroactively authorizing the Department of Elections to accept and expend**  
4 **funds disbursed from the California Secretary of State for polling place accessibility in**  
5 **accordance with the California Secretary of State's Help America Vote Act Polling Place**  
6 **Accessibility Training program in the amount of \$60,380.03 for the period of July 1,**  
7 **2023, through June 30, 2025.**

8  
9 WHEREAS, On November 7, 2023, the California Secretary of State announced that  
10 the state and federal governments had authorized new HAVA funding for polling place  
11 accessibility; and

12 WHEREAS, The California Secretary of State has developed the Help America Vote  
13 Act (HAVA) Polling Place Accessibility Training Program to comply with the HAVA  
14 requirements for the improvement of the administration and accessibility of elections; and

15 WHEREAS, The California Secretary of State to encourage participation in the training  
16 program, has made available a set amount of funds for each participating county to spend on  
17 a defined range of surveying activities and materials and tools to make polling places more  
18 accessible to voters; and

19 WHEREAS, The California Secretary of State has contracted with the company  
20 BlueDAG to conduct regional polling place accessibility survey or training sessions in  
21 November 2023 and tentatively in April and May 2024; and

22 WHEREAS, Department of Elections staff have not yet attended a regional training  
23 session; and

1 WHEREAS, The Department of Elections must provide the Secretary of State with  
2 detailed invoices prior to receiving reimbursement of funds expended in the course of the  
3 HAVA Polling Place Accessibility program; and

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

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

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

8 WHEREAS, The Department of Elections may utilize the funds for expenditures that  
9 occur after July 1, 2023 and through June 30, 2025, that are related to polling place  
10 accessibility in accordance with HAVA; now, therefore, be it

11 RESOLVED, That the Department of Elections is hereby authorized to retroactively  
12 accept and expends funds under the California Secretary of State’s HAVA Polling Place  
13 Accessibility Training program in the amount of \$60,380.03 to improve polling place  
14 accessibility; and, be it

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

18  
19 RECOMMENDED:  
20  
21 \_\_\_\_\_  
22 John Arntz  
23 Director of Elections

APPROVED:  
  
21 \_\_\_\_\_  
22 Mayor

24 \_\_\_\_\_  
25 Controller

(Effective July 2011)

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

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

1. Grant Title: HAVA Polling Place Accessibility Training Program
2. Department: Elections
3. Contact Person: John Arntz Telephone: 415 554 4348
4. Grant Approval Status (check one):  
☒ [X] Approved by funding agency ☐ [ ] Not yet approved
5. Amount of Grant Funding Approved or Applied for: \$60,380.03
6. a. Matching Funds Required: N/A  
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: After Department personnel attend a mandatory training on polling place accessibility, the proposed grant project will provide funding for signage at polling places informing voters of accessible voting options. The signage will also inform voters they can vote outside the polling place and that poll workers will bring ballots or voting devices to the voters. The signage also provides voters with the method to directly contact the Department to request assistance at the polling places.

- 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: \$0  
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?
11. a. Does the budget include indirect costs?  
[ ] Yes [X] No  
b. 1. If yes, how much? \$  
b. 2. How was the amount calculated?  
c. 1. If no, why are indirect costs not included?  
[X] 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

**\*\*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 type="checkbox"/> Existing Site(s)      | <input type="checkbox"/> Existing Structure(s)      | <input checked="" 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)

Manager, Precinct Services/ADA Coordinator  
(Title)

Date Reviewed: 3/15/2024

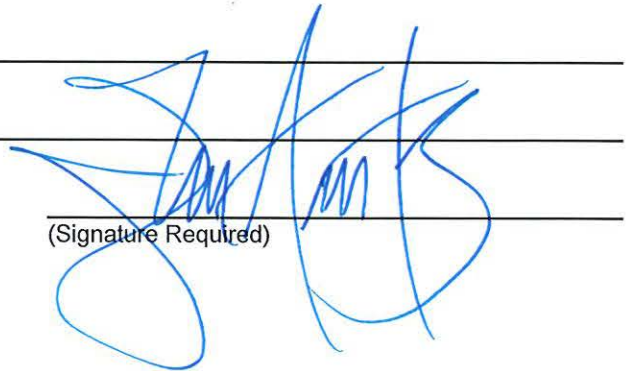
  
(Signature Required)

Department Head or Designee Approval of Grant Information Form:

John Arntz  
(Name)

Director  
(Title)

Date Reviewed: 3/15/24

  
(Signature Required)

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  
January 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:  
\$60,380.03; Sixty Thousand Three Hundred Eighty Dollars and Three 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	4
	Exhibit C*	General Terms and Conditions	GTC 04/2017
<div>+ -</div>	Exhibit D	Special Terms and Conditions (Attached hereto as part of this Agreement)	3
<div>+ -</div>	Exhibit E	Additional Provisions	3
<div>+ -</div>	Exhibit F	Resolution	
<div>+ -</div>	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

DATE SIGNED

DocuSign Envelope ID: 05889D78-D68D-40DA-81FF-E39F961B6465

D: 0890-23G26138

Attachment 2 - Contract - Funds - Polling Place Accessibility -

STATE OF CALIFORNIA - DEPARTMENT OF GENERAL SERVICES

STANDARD AGREEMENT

STD 213 (Rev. 04/2020)

AGREEMENT NUMBER

23G26138

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)

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**EXHIBIT A  
SCOPE OF WORK****A. NAME OF PROGRAM**

This program shall be known as "HAVA Polling Place Accessibility Training Program."

**B. PURPOSE OF AGREEMENT**

The purpose of this Agreement is to provide the County of San Francisco ("County") with federal reimbursement funds ("HAVA funds"), CFDA Number 90.404, administered by the U. S. Elections Administration Commission (EAC) to comply with the requirements of HAVA Section 101 for the "improvement of the administration of elections", subject to the provisions of this Agreement and all requirements of state and federal law, regulations and procedures. The provisions of this Agreement are to be interpreted to further this purpose.

**C. PROJECT CONTACTS**

The program representatives during the term of Agreement will be:

For County: John Arntz (415) 554-4375

For State: Daneka Huynh (916) 695-1557

**D. USE OF FUNDS****1. General Uses**

HAVA funds received pursuant to this contract shall be used for reimbursement for costs reasonably incurred, provided that the County has at least one County employee or agent attend one of the regional training sessions sponsored by the Secretary of State, any funds received pursuant to this program shall be used by County only for one or more of the following purposes, except as otherwise provided below:

- 1) Reimbursement for travel expenses incurred after July 1, 2023, for staff to attend one of the Secretary of State training.
- 2) Reimbursement for staff salaries and benefits incurred after July 1, 2023, for accessibility surveys of polling places or for training staff to survey polling places.
- 3) Reimbursement for other expenses as provided below incurred after July 1, 2023, to make polling places, including the path of travel, entrances, exits, and voting areas of each polling facility, accessible to individuals with the full range of disabilities that enhance access and participation of individuals with the full range of disabilities in elections for Federal and State office, and to provide the same opportunity for access and participation (including privacy and independence) to individuals with the full range of disabilities as for other voters. For these purposes, items included on the following lists are presumed to be reimbursable, provided that their intended use is consistent with the General Uses set forth above. The county may perform activities identified as approved for reimbursement, or may contract for the performance of the activities. The Secretary of State shall be the sole determiner of whether an expenditure is consistent with the General Uses as



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set forth above. The Secretary of State will reimburse for the following items or activities, including taxes on purchased goods:

- 4) Reimbursement for costs incurred after July 1, 2023 associated with the acquisition or deployment of remote accessible vote by mail system, which allows a voter with a disability to receive a blank ballot to mark electronically, print, and then cast by returning the printed ballot to the elections office.
- 5) Reimbursement for funds expended after July 1, 2023, assessment supplies or equipment and supplies as needed, including any of the items listed below:

**a. Assessing Accessibility**

- 1) Tools to measure slope;
- 2) Tools to measure width, turning area, etc;
- 3) Calculators;
- 4) Survey kits;
- 5) Clipboards;
- 6) Tape measures;
- 7) Polling Place Inspectors/Surveyors;
- 8) Cameras;
- 9) Door pressure gauges;
- 10) Tablets used for conducting surveys<sup>1</sup>.

**b. Equipment and Activities to Improve Physical Accessibility**

- 1) New accessible voting booths;
- 2) Retrofitting voting booths;
- 3) Tools or equipment to modify voting booths;
- 4) Retrofitting polling places for public buildings only, which must be a regularly used polling place;
- 5) Adapter "kits" or other materials to make a voting station accessible;
- 6) Signage (parking, directional, entrance, etc.);
- 7) Accessible tables;
- 8) Chairs (for seated voting);
- 9) Supports for accessibility signage;
- 10) Devices/Systems to alert poll workers that a voter is at the curb, door, or otherwise needs assistance;
- 11) Doorstops;
- 12) Lighting;
- 13) Low-vision pens;
- 14) Magnifying devices;
- 15) Mats or other materials to make the path of travel accessible;
- 16) Pen grips;
- 17) Temporary ramps (if wheel guides are not included, wheel guides may be purchased separately);
- 18) Temporary handrails;
- 19) Permanent handrails;
- 20) Threshold covers or mats;
- 21) Traffic cones or other materials to make parking temporarily accessible for voting;

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<sup>1</sup> If the county proposes to use funds for this purpose, pre-approval by the Secretary of State is required. Further, county must adhere to requirements set forth in Exhibit E – Additional Provisions.

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- 22) Wedges;
- 23) Equipment for CD/DVD duplication;
- 24) Accessibility web site development costs;
- 25) Improving accessibility of web site.

**c. Training Materials and Programs**

- 1) Development, production, translation, and transcription into Braille of manuals, programs, posters, brochures, and other printed materials for training of poll workers or polling place inspectors;
- 2) Development, production, translation of video/DVD training materials;
- 3) Equipment necessary to use videos/DVDs in training of poll workers or polling place inspectors;
- 4) Stipends to compensate a trainer to train county poll worker trainers on issues specific to accessibility;
- 5) Poll worker training that is specific to accessibility and in addition to pre-existing training, or a modification/improvement of pre-existing training;
- 6) Disability or accessibility experts to make presentations at poll worker trainings.

**d. Educational and Informational Materials**

- 1) Development, production, translation, and transcription into Braille or into audio or CD/DVD format, of printed materials to educate or inform voters concerning polling place and voting accessibility;
- 2) Public advertising of information on accessibility of polling places and voting;
- 3) Mailers to disseminate information on services for persons with disabilities;
- 4) Translation of existing materials related to accessibility into required languages;
- 5) Reformatting and re-printing materials into "large-type";
- 6) Readability analysis to simplify informational or instructional materials;
- 7) Development of accessibility materials for county web site, or construction of a county web site for the purpose of providing information to the public on accessibility, if one does not already exist or making a current site accessible.

**e. Remote Accessible Vote-by-Mail System (RAVBM)**

- 1) Reimbursement for costs associated with the acquisition or deployment of a certified remote accessible vote by mail system, which allows a voter with a disability to download, mark electronically, print, and then cast their voted selections by returning the printed paper cast vote record to the elections office.

**Items Presumed to not 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 of whether or not an expenditure is reimbursable.

- 1) Administrative costs;

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- 2) Batteries;
- 3) Blackberries/Smartphones (hand held computers);
- 4) Braille business cards;
- 5) Cable TV;
- 6) Cassette players;
- 7) Cassette tapes (except those used for voter education);
- 8) Catering;
- 9) Computers;
- 10) Other office equipment, including but not limited to fax machines and copiers, unless prior approval has been obtained from the granting agency;
- 11) Office supplies, including but not limited to paper, pens and post-it notes;
- 12) Concrete paving for parking lots and spaces;
- 13) Concrete ramps;
- 14) DREs /other voting equipment (can be purchased with other HAVA funds);
- 15) Emergency exit signs;
- 16) Facility rental;
- 17) Permanent modifications or improvements to private or non-governmental structures, including, but not limited to private residences and places of worship;
- 18) Food;
- 19) Gas (except travel reimbursements<sup>2</sup>);
- 20) Gift bags, pins, buttons, shirts or other promotional items for poll workers, voters or County staff;
- 21) Invitations;
- 22) Laptops;
- 23) Tablet computers unless prior approval as a survey tool has been obtained from the granting agency;
- 23) Light bulbs;
- 24) Modifications to mobile voter education vehicle, unless that vehicle is used as a polling place;
- 25) Parking fees (except travel reimbursements for purposes listed in footnote 2)
- 26) Parking lot improvements;
- 27) Photographers;
- 28) Scanners;
- 29) Staff salaries of County employees not conducting one of the activities allowable;
- 30) Trailers;
- 31) Transportation to polling site;
- 32) Vehicles – purchase, rental, or operating expenses (except rental vehicles used for purposes listed in footnote 2)

If you have any questions about this polling place accessibility training grant, please reach us at (916) 695-1657 or [HAVAInvoices@sos.ca.gov](mailto:HAVAInvoices@sos.ca.gov).

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<sup>2</sup> Travel reimbursements for: election officials performing accessibility assessments; consultants advising election officials on accessibility issues, poll worker training, or voter education; or trainers conducting poll worker training, voter education, or outreach activities.

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**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 Contractor for actual expenditures incurred and not to exceed the total amount on the contract.
- 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](mailto: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

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 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 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 Contractor 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 fiscal year 2022-23 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.

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- 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 \$60,380.03.

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 related to the applicability of 2 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 Paragraph D ('Uses of 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:

- (1) Contain a face sheet that summarizes each expenditure made by the categories set forth in Paragraph D of Exhibit A 'Scope of Work';
- (2) Include the total amount of the claim;
- (3) Include the agreement number on the face sheet;
- (4) Identify whether additional claims are expected to be submitted;
- (5) Include the hourly charge of any contractor for which a claim is made for their time;
- (6) Include the hourly wage or monthly salary of any employee for which a claim is made for their salaries;
- (7) Include signed Contractor HAVA Activity Reports, please see sample which is Exhibit G, for each employee and contractor's employee for whom reimbursement for time is being claimed. (Vendors who receive payment from HAVA funds are required to submit timesheets for any

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work paid for as time and materials); 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, and

- (8) 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 200

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 2CFR 200 may be found at:

[https://www.whitehouse.gov/wp-content/uploads/legacy\\_drupal\\_files/omb/federal\\_register/FR2005/083105\\_a87.pdf](https://www.whitehouse.gov/wp-content/uploads/legacy_drupal_files/omb/federal_register/FR2005/083105_a87.pdf).

10. 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.

11. Deadline for Submitting Claims

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

12. Multiple Claims

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

13. 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 220. The provisions of 2CFR 200 may be found at:

[https://www.whitehouse.gov/wp-content/uploads/legacy\\_drupal\\_files/omb/federal\\_register/FR2005/083105\\_a87.pdf](https://www.whitehouse.gov/wp-content/uploads/legacy_drupal_files/omb/federal_register/FR2005/083105_a87.pdf).

14. Order of Processing

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

15. Work Outside of The Scope of Work

Contractors are not permitted to perform work, or be paid for work, outside the documented scope of work. Changes to the scope of work must be approved before work is undertaken, and payment is made for any activities outside of the scope of work.

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**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.

*Attachment 2 - Contract - Funds - Polling Place Accessibility -*

San Francisco County

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## B. GENERAL PROVISIONS

1. The program is conditioned on State receiving reimbursement from the federal government pursuant to HAVA, for federal fiscal year 2023.
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 contractors providing services are required to sign an agreement, please see Exhibit E Item 1, 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 its use of the County's proportionate share of these funds, which may result in reallocation of that County's proportionate share of funds to other counties for the purposes provided under this contract.
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 to the Counties based on need and may only be used to meet Section 251 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

**Attachment 2 - Contract - Funds - Polling Place Accessibility -**

San Francisco County

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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 <https://sam.gov/content/home>

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**

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:

- a. 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.
- b. 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.
- c. 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.
- d. 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).
- e. 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.
- f. 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.

**Attachment 2 - Contract - Funds - Polling Place Accessibility -**

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- g. 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. 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.
- h. 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.
- i. 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.
- j. 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.

**2. Tablet Criteria**

- a. The software and device must be capable of accurately recording all data necessary to assess polling place accessibility (i.e., all portions of the statewide guidelines and checklist used for surveying for polling place accessibility).
- b. The software and device must be capable of transferring all data collected during polling place surveys to a medium where results can be aggregated for purposes of comparing potential polling places, and for purposes of analyzing data at the site level and countywide.
- c. The devices used for housing software to capture data must be used only for the purposes of assessing polling place accessibility with exclusive use safeguarded by appropriate inventory policies and controls.
- d. Polling place specific (site-level) survey results and aggregate survey results must be publicly available upon request.
- e. A report on the program must be produced prior to reimbursement approval that provides certain information, including:
  - 1. A description of the program.
  - 2. Cost of the program, including staff training costs and any costs for data storage (e.g., EMS modification)
  - 3. Amount of vendor support needed for the program's launch and the amount of ongoing support, if any
  - 4. Increased productivity of the program, if any, measured by staff time, ease of data recall and analysis, and other relevant factors

5. Amount of additional ongoing support, if any, necessary to sustain the program (e.g., software licensing costs; upgrade costs; continued vendor support; device maintenance, etc.)

3. 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

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)		0.0			
2																																					0.0			
3																																					0.0			
4																																					0.0			
5																																					0.0			
6																																					0.0			
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20																																					0.0			
21																																					0.0			
22																																					0.0			
23																																					0.0			
24																																				MONTHLY TOTAL	0.0			
SIGNATURE OF CONTRACTOR																																DATE						Page 18 of 18		



**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](mailto:elections@sos.ca.gov)

November 7, 2023

County Clerk/Registrar of Voters (CC/ROV) Memorandum #23115

TO: All County Clerks/Registrars of Voters

FROM: /s/ Susan Lapsley  
Deputy Secretary of State and Counsel

RE: New State and Federal Help America Vote Act (HAVA) Polling Place  
Accessibility Funding Available

New state and federal HAVA funding for polling place accessibility have been authorized by the state and federal governments. For fiscal year 2023-2024, \$4.2 million in state and federal funds for costs associated with polling place accessibility will be made available to counties.

As with all previous funding, these county funds will be allocated through state contracts with the counties and be reimbursement based.

Approval by your County Board of Supervisors along with the appropriate County Resolution will be required. Draft contracts will be sent in November.

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

We recently procured a vendor for the polling place accessibility trainings. Information on the polling place accessibility trainings scheduled in November 2023 can be found in [CCROV #23107](#), and more information on the trainings scheduled for April and May 2024 will be provided soon.

Daneka Huynh is the contact for the polling place accessibility contracts and funds. Any questions you have about the status of your contract or reimbursement claims should be directed to Ms. Huynh. She can be reached by telephone at (916) 695-1557 or by email [dhuyh@sos.ca.gov](mailto:dhuyh@sos.ca.gov). If Ms. Huynh is unavailable, please contact Antwanette Wiley by telephone at (916) 695-1657 or by email [awiley@sos.ca.gov](mailto:awiley@sos.ca.gov).

Thank you.



**Attachment A****County Allocation of FY 23-24 Federal and State Polling Place Accessibility Funding**

<b>County</b>	<b>Polling Place Accessibility</b>
Alameda	\$ 112,850.26
Alpine	\$ 20,000.00
Amador	\$ 20,000.00
Butte	\$ 20,000.00
Calaveras	\$ 20,000.00
Colusa	\$ 20,000.00
Contra Costa	\$ 85,076.61
Del Norte	\$ 20,000.00
El Dorado	\$ 20,000.00
Fresno	\$ 60,607.76
Glenn	\$ 20,000.00
Humboldt	\$ 20,000.00
Imperial	\$ 20,000.00
Inyo	\$ 20,000.00
Kern	\$ 52,826.42
Kings	\$ 20,000.00
Lake	\$ 20,000.00
Lassen	\$ 20,000.00
Los Angeles	\$ 1,844,171.18
Madera	\$ 20,000.00
Marin	\$ 20,669.56
Mariposa	\$ 20,000.00
Mendocino	\$ 20,000.00
Merced	\$ 20,000.00
Modoc	\$ 20,000.00
Mono	\$ 20,000.00
Monterey	\$ 25,335.65
Napa	\$ 20,000.00
Nevada	\$ 20,000.00

Orange	\$	220,285.79
Placer	\$	33,815.93
Plumas	\$	20,000.00
Riverside	\$	158,829.41
Sacramento	\$	104,862.76
San Benito	\$	20,000.00
San Bernardino	\$	138,021.44
San Diego	\$	233,260.07
San Francisco	\$	60,380.03
San Joaquin	\$	47,101.44
San Luis Obispo	\$	22,099.08
San Mateo	\$	52,446.11
Santa Barbara	\$	28,815.70
Santa Clara	\$	122,339.02
Santa Cruz	\$	20,293.49
Shasta	\$	20,000.00
Sierra	\$	20,000.00
Siskiyou	\$	20,000.00
Solano	\$	31,554.64
Sonoma	\$	36,845.98
Stanislaus	\$	34,225.21
Sutter	\$	20,000.00
Tehama	\$	20,000.00
Trinity	\$	20,000.00
Tulare	\$	25,313.59
Tuolumne	\$	20,000.00
Ventura	\$	61,217.87
Yolo	\$	20,000.00
Yuba	\$	20,000.00

## **Attachment B**

### **Statement of Work Template**

#### **SCOPE OF WORK**

##### **A. NAME OF PROGRAM**

This program shall be known as "HAVA Polling Place Accessibility Training Program."

##### **B. PURPOSE OF AGREEMENT**

The purpose of this Agreement is to provide the County of «County» ("County") with federal reimbursement funds ("HAVA funds"), CFDA Number 90.404, administered by the U. S. Elections Administration Commission (EAC) to comply with the requirements of HAVA Section 101 for the "improvement of the administration of elections", subject to the provisions of this Agreement and all requirements of state and federal law, regulations and procedures. The provisions of this Agreement are to be interpreted to further this purpose.

##### **C. PROJECT CONTACTS**

The program representatives during the term of Agreement will be:

For County: «Registrar» «Phone»

For State: Daneka Huynh (916) 695-1557

##### **D. USE OF FUNDS**

###### **1. General Uses**

HAVA funds received pursuant to this contract shall be used for reimbursement for costs reasonably incurred for:

Provided that the County has at least one County employee or agent attend one of the regional training sessions sponsored by the Secretary of State, in 2023-24 any funds received pursuant to this program shall be used by County only for one or more of the following purposes, except as otherwise provided below:

- 1) Reimbursement for travel expenses incurred after July 1, 2023, for staff to attend one of the Secretary of State training.
- 2) Reimbursement for staff salaries and benefits incurred after July 1, 2023, for accessibility surveys of polling places or for training staff to survey polling places.
- 3) Reimbursement for other expenses as provided below incurred after July 1, 2023, to make polling places, including the path of travel, entrances, exits, and voting areas of each polling facility, accessible to individuals with the full range of disabilities that enhance access and participation of individuals with the full range of disabilities in elections for Federal and State office, and to provide the same opportunity for access and participation (including privacy and independence) to individuals with the full range of disabilities as for other voters. For these purposes, items included on the following lists are presumed to be reimbursable, provided that their intended use is consistent with the General Uses set forth above. The

county may perform activities identified as approved for reimbursement, or may contract for the performance of the activities. The Secretary of State shall be the sole determiner of whether an expenditure is consistent with the General Uses as set forth above. The Secretary of State will reimburse for the following items or activities, including taxes on purchased goods:

- 4) Reimbursement for costs associated with the acquisition or deployment of remote accessible vote by mail system, which allows a voter with a disability to receive a blank ballot to mark electronically, print, and then cast by returning the printed ballot to the elections office.
- 5) Reimbursement for funds expended after July 1, 2023, assessment supplies or equipment and supplies as needed, including any of the items listed below:

**a. Assessing Accessibility**

- 1) Tools to measure slope;
- 2) Tools to measure width, turning area, etc;
- 3) Calculators;
- 4) Survey kits;
- 5) Clipboards;
- 6) Tape measures;
- 7) Polling Place Inspectors/Surveyors;
- 8) Cameras;
- 9) Door pressure gauges;
- 10) Tablets used for conducting surveys<sup>1</sup>.

**b. Equipment and Activities to Improve Physical Accessibility**

- 1) New accessible voting booths;
- 2) Retrofitting voting booths;
- 3) Tools or equipment to modify voting booths;
- 4) Retrofitting polling places for public buildings only, which must be a regularly used polling place;
- 5) Adapter "kits" or other materials to make a voting station accessible;
- 6) Signage (parking, directional, entrance, etc.);
- 7) Accessible tables;
- 8) Chairs (for seated voting);
- 9) Supports for accessibility signage;
- 10) Devices/Systems to alert poll workers that a voter is at the curb, door, or otherwise needs assistance;
- 11) Doorstops;
- 12) Lighting;
- 13) Low-vision pens;
- 14) Magnifying devices;
- 15) Mats or other materials to make the path of travel accessible;
- 16) Pen grips;
- 17) Temporary ramps (if wheel guides are not included, wheel guides may be purchased separately);
- 18) Temporary handrails;
- 19) Permanent handrails;
- 20) Threshold covers or mats;
- 21) Traffic cones or other materials to make parking temporarily accessible for voting;
- 22) Wedges;

<sup>1</sup> If the county proposes to use funds for this purpose, pre-approval by the Secretary of State is required. Further, county must adhere to requirements set forth in Exhibit E – Additional Provisions.

- 23) Equipment for CD/DVD duplication;
- 24) Accessibility web site development costs;
- 25) Improving accessibility of web site.

**c. Training Materials and Programs**

- 1) Development, production, translation, and transcription into Braille of manuals, programs, posters, brochures, and other printed materials for training of poll workers or polling place inspectors;
- 2) Development, production, translation of video/DVD training materials;
- 3) Equipment necessary to use videos/DVDs in training of poll workers or polling place inspectors;
- 4) Stipends to compensate a trainer to train county poll worker trainers on issues specific to accessibility;
- 5) Poll worker training that is specific to accessibility and in addition to pre-existing training, or a modification/improvement of pre-existing training;
- 6) Disability or accessibility experts to make presentations at poll worker trainings.

**d. Educational and Informational Materials**

- 1) Development, production, translation, and transcription into Braille or into audio or CD/DVD format, of printed materials to educate or inform voters concerning polling place and voting accessibility;
- 2) Public advertising of information on accessibility of polling places and voting;
- 3) Mailers to disseminate information on services for persons with disabilities;
- 4) Translation of existing materials related to accessibility into required languages;
- 5) Reformatting and re-printing materials into "large-type";
- 6) Readability analysis to simplify informational or instructional materials;
- 7) Development of accessibility materials for county web site, or construction of a county web site for the purpose of providing information to the public on accessibility, if one does not already exist or making a current site accessible.

**e. Remote Accessible Vote-by-Mail System (RAVBM)**

- 1) Reimbursement for costs associated with the acquisition or deployment of a certified remote accessible vote by mail system, which allows a voter with a disability to download, mark electronically, print, and then cast their voted selections by returning the printed paper cast vote record to the elections office.

**Items Presumed to not 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 of whether or not an expenditure is reimbursable.

- 1) Administrative costs;
- 2) Batteries;
- 3) Blackberries/Smartphones (hand held computers);
- 4) Braille business cards;
- 5) Cable TV;
- 6) Cassette players;
- 7) Cassette tapes (except those used for voter education);

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7, 2023

- 8) Catering;
- 9) Computers;
- 10) Other office equipment, including but not limited to fax machines and copiers, unless prior approval has been obtained from the granting agency;
- 11) Office supplies, including but not limited to paper, pens and post-it notes;
- 12) Concrete paving for parking lots and spaces;
- 13) Concrete ramps;
- 14) DREs /other voting equipment (can be purchased with other HAVA funds);
- 15) Emergency exit signs;
- 16) Facility rental;
- 17) Permanent modifications or improvements to private or non-governmental structures, including, but not limited to private residences and places of worship;
- 18) Food;
- 19) Gas (except travel reimbursements<sup>2</sup>);
- 20) Gift bags, pins, buttons, shirts or other promotional items for poll workers, voters or County staff;
- 21) Invitations;
- 22) Laptops;
- 23) Tablet computers unless prior approval as a survey tool has been obtained from the granting agency;
- 23) Light bulbs;
- 24) Modifications to mobile voter education vehicle, unless that vehicle is used as a polling place;
- 25) Parking fees (except travel reimbursements for purposes listed in footnote 2)
- 26) Parking lot improvements;
- 27) Photographers;
- 28) Scanners;
- 29) Staff salaries of County employees not conducting one of the activities allowable;
- 30) Trailers;
- 31) Transportation to polling site;
- 32) Vehicles – purchase, rental, or operating expenses (except rental vehicles used for purposes listed in footnote 2)

If you have any questions about this polling place accessibility training grant, please reach us at (916) 695-1657 or HAVAInvoices@sos.ca.gov.

## **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 Contractor 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:

<sup>2</sup> Travel reimbursements for: election officials performing accessibility assessments; consultants advising election officials on accessibility issues, poll worker training, or voter education; or trainers conducting poll worker training, voter education, or outreach activities.

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

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 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 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 Contractor 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 fiscal year 2022-23 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 related to the applicability of 2 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 Paragraph D ('Uses of 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:

- (1) Contain a face sheet that summarizes each expenditure made by the categories set forth in Paragraph D of Exhibit A 'Scope of Work';
- (2) Include the total amount of the claim;
- (3) Include the agreement number on the face sheet;
- (4) Identify whether additional claims are expected to be submitted;
- (5) Include the hourly charge of any contractor for which a claim is made for their time;
- (6) Include the hourly wage or monthly salary of any employee for which a claim is made for their salaries;
- (7) Include signed Contractor HAVA Activity Reports, please see sample which is Exhibit F, for each employee and contractor'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); 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, and
- (8) 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 200

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 2CFR 200 may be found at [2 CFR - Part 225](#).

10. 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.

11. Deadline for Submitting Claims

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

12. Multiple Claims

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

13. 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 220](#). The provisions of 2CFR 200 may be found at [2 CFR - Part 225](#).

14. Order of Processing

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

15. Work Outside of The Scope of Work

Contractors are not permitted to perform work, or be paid for work, outside the documented scope of work. Changes to the scope of work must be approved before work is undertaken, and payment is made for any activities outside of the scope of work

**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: [www.dgs.ca.gov/contracts](http://www.dgs.ca.gov/contracts)

**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, for federal fiscal year 2023.
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 contractors providing services are required to sign an agreement, please see Exhibit E Item 1, 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/Services/Pages/HatchAct.aspx>;
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 its use of the County's proportionate share of these funds, which may result in reallocation of that County's proportionate share of funds to other counties for the purposes provided under this contract.
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 to the Counties based on need and may only be used to meet Section 251 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 <https://sam.gov/content/home>.
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.

#### **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.

## 2. Tablet Criteria

1. The software and device must be capable of accurately recording all data necessary to assess polling place accessibility (i.e., all portions of the statewide guidelines and checklist used for surveying for polling place accessibility).
2. The software and device must be capable of transferring all data collected during polling place surveys to a medium where results can be aggregated for purposes of comparing potential polling places, and for purposes of analyzing data at the site level and countywide.
3. The devices used for housing software to capture data must be used only for the purposes of assessing polling place accessibility with exclusive use safeguarded by appropriate inventory policies and controls.
4. Polling place specific (site-level) survey results and aggregate survey results must be publicly available upon request.
5. A report on the program must be produced prior to reimbursement approval that provides certain information, including:
  1. A description of the program.
  2. Cost of the program, including staff training costs and any costs for data storage (e.g., EMS modification)
  3. Amount of vendor support needed for the program's launch and the amount of ongoing support, if any
  4. Increased productivity of the program, if any, measured by staff time, ease of data recall and analysis, and other relevant factors
  5. Amount of additional ongoing support, if any, necessary to sustain the program (e.g., software licensing costs; upgrade costs; continued vendor support; device maintenance, etc.)

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.

Date Published: 10/12/2023 02:00 PM

## **Assembly Bill No. 545**

### **CHAPTER 658**

An act to amend Sections 14105 and 14282 of the Elections Code, relating to elections.

[ Approved by Governor October 10, 2023. Filed with Secretary of  
State October 10, 2023. ]

### **LEGISLATIVE COUNSEL'S DIGEST**

AB 545, Pellerin. Elections: access for voters with disabilities.

(1) Existing law requires elections officials to furnish each polling place with specified supplies for an election.

This bill would expand the list of required supplies to include specified items to assist voters with disabilities.

(2) Existing law restricts who may be within the voting booth area and who may occupy a voting booth or compartment. Existing law allows a voter, after declaring under oath before a member of the precinct board that the voter is unable to mark a ballot, to receive assistance of up to two persons selected by the voter, as specified.

This bill would eliminate the requirement that the voter issue a declaration under oath before receiving assistance, as specified.

(3) In certain inaccessible polling places, existing law allows a voter with a disability to appear outside the polling place and vote by regular ballot. Where it is impractical to vote a regular ballot outside the polling place, existing law requires vote by mail ballots to be provided in sufficient numbers to accommodate voters with disabilities who present themselves on election day, and authorizes a voter with a disability to vote a vote by mail ballot in the same manner as a regular ballot may be voted by that person outside the polling place.

This bill would expand that authority to allow a voter with a disability to vote by regular ballot outside any polling place, regardless of whether the polling place is inaccessible. The bill would require the posting of signage in specified areas indicating that the option is available for a voter with a disability to vote there, and the establishment of a method for a voter with a disability to contact a precinct board member in order to vote outside the polling place. The bill would require elections officials to include information regarding this option in the county elections internet website and the county voter information guide.

(4) By imposing additional duties on local elections officials, this bill would impose a state-mandated local program.

The California Constitution requires the state to reimburse local agencies and school districts for certain costs mandated by the state. Statutory provisions establish procedures for making that reimbursement.

This bill would provide that, if the Commission on State Mandates determines that the bill contains costs mandated by the state, reimbursement for those costs shall be made pursuant to the statutory provisions noted above.

## **SECTION 1.**

Section 14105 of the Elections Code is amended to read:

### **14105.**

The elections official shall furnish to each polling place all of the following:

- (a) At least one accessible copy of the voter list.
- (b) Necessary printed blanks for the roster, tally sheets, voter list, declarations, and returns.
- (c) Not fewer than 6 nor more than 12 instruction cards to each polling place for the guidance of voters in obtaining and marking their ballots. On each card shall be printed necessary instructions and the provisions of Sections 14225, 14279, 14280, 14287, 14291, 14295, 15271, 15272, 15273, 15276, 15277, 15278, 18370, 18380, 18403, 18563, and 18569.
- (d) A digest of the election laws with any further instructions the county elections official may desire to make.
- (e) An American flag of sufficient size to adequately assist the voter in identifying the polling place. The flag is to be erected at or near the polling place.
- (f) A ballot container, properly marked on the outside indicating its contents. If it is necessary to supply additional ballot containers, these additional containers shall also be marked on the outside indicating their contents.
- (g) At least one copy of the certified write-in list, if applicable.
- (h) A sufficient number of cards to each polling place containing the telephone number of the office to which a voter may call to obtain information about the voter's polling place. The card shall state that the voter may call collect during polling hours.
- (i) An identifying badge or insignia for each member of the precinct board. The member shall print the member's name on the badge or insignia, and shall wear the badge or insignia at all times in the performance of duties, so as to be readily identified as a member of the precinct board by all persons entering the polling place.
- (j) Facsimile copies of the ballot containing ballot measures and ballot instructions printed in Spanish or other languages as provided in Section 14201.
- (k) Sufficient copies of the notices to be posted on the voter list used at the polls. The notice shall read as follows: "This voter list shall not be marked in any manner except by a member of the precinct board acting pursuant to Section 14297. Any person who removes, tears, marks, or otherwise defaces this voter list with the intent to falsify or prevent others from readily ascertaining the name, address, or political affiliation of any voter, or the fact that a voter has or has not voted, is guilty of a misdemeanor."
- (l) A roster for each polling place in the form prescribed in Section 14107.



(m) Printed copies of the Voter Bill of Rights, as supplied by the Secretary of State. The Voter Bill of Rights shall be conspicuously posted both inside and outside every polling place.

(n) For a partisan primary election, printed copies of the posters or other materials described in Section 14105.2. The posters or other materials shall be conspicuously posted both inside and outside every polling place.

(o) Handheld magnifying glasses, displayed and available at the table or desk used by the precinct board.

(p) A signature guide card, to assist persons while signing their names on the roster, displayed and available at the table or desk used by the precinct board.

## **SEC. 2.**

Section 14282 of the Elections Code is amended to read:

### **14282.**

(a) If a voter is unable to mark a paper ballot or the ballot marking device, the voter shall receive the assistance of not more than two persons selected by the voter, other than the voter's employer, an agent of the voter's employer, or an officer or agent of the union of which the voter is a member.

(b) The county elections official shall provide information on the county elections internet website and in the county voter information guide informing voters that a voter who is unable to mark a ballot may bring up to two individuals to the polls to assist them in voting as specified in subdivision (a), and that a voter with a disability may vote a regular ballot outside a polling place in accordance with subdivision (d). The information shall be available in all languages for which the county has requirements under Section 14201 of this code and Section 203 of the federal Voting Rights Act of 1965 (52 U.S.C. Sec. 10101 et seq.).

(c) A person assisting a voter shall not divulge any information regarding the marking of the ballot.

(d) (1) A voter with a disability may appear outside the polling place and vote a regular ballot. The person may vote the ballot in a place that is as near as possible to the polling place and that is accessible to people with disabilities. A precinct board member shall take a regular ballot or ballot marking device to that person, qualify that person to vote, and return the voted ballot to the polling place.

(2) A precinct board member may satisfy paragraph (1) by only bringing a regular ballot outside to the voter if the county does not have the capability to bring the ballot marking device outside of the polling place.

(3) Signage shall be posted outside the polling place and adjacent to the area where the voter may appear to vote indicating that the option is available for a voter with a disability to vote there. The polling place shall establish a method for a voter with a disability to contact a precinct board member in order to vote outside the polling place, such as a posted phone number, doorbell device, or the stationing of a precinct board member outside the polling place.

## **SEC. 3.**

If the Commission on State Mandates determines that this act contains costs mandated by the state, reimbursement to local agencies and school districts for those costs shall be made pursuant to Part 7 (commencing with Section 17500) of Division 4 of Title 2 of the Government Code.



**CITY AND COUNTY OF SAN FRANCISCO**  
**DEPARTMENT OF ELECTIONS**

John Arntz, Director

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 \$60,380.03 for costs associated with polling place accessibility.

Funds totaling \$4.2 million were made available under the Help America Vote Act (HAVA) and will be disbursed to counties by the California Secretary of State's Office (SOS). 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 meet new requirements set in Assembly Bill 545 regarding accessible voting at polling places. If this resolution is approved by the Board of Supervisors, the Department will seek reimbursement for costs associated with this state legislation.

Additionally, Department personnel must still attend training sessions organized by the SOS regarding polling place accessibility prior to receiving the funds. The Department expects its personnel will attend the next training session which is scheduled for April 23, 2024.

Respectfully,

John Arntz, Director

Encl: Grant Resolution Information Form  
Resolution to Accept and Expend federal and state funds for polling place accessibility.

Attachment 1: Memorandum #23115 from the California Secretary of State detailing costs eligible for reimbursement using HAVA funds for polling place accessibility.

Attachment 2: State of California, Department of Finance – Standard Agreement – Funds for Polling Place Accessibility

Attachment 3: Assembly Bill 545