

File No. 200274

Committee Item No. 4

Board Item No. 8

COMMITTEE/BOARD OF SUPERVISORS

AGENDA PACKET CONTENTS LIST

Committee: Budget & Finance Committee

Date May 13, 2020

Board of Supervisors Meeting

Date May 19, 2020

Cmte Board

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| <input checked="" type="checkbox"/> | <input checked="" type="checkbox"/> | Resolution |
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| <input type="checkbox"/> | <input type="checkbox"/> | Youth Commission Report |
| <input checked="" type="checkbox"/> | <input checked="" type="checkbox"/> | Introduction Form |
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| <input type="checkbox"/> | <input type="checkbox"/> | Form 126 – Ethics Commission |
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Completed by: Linda Wong

Date May 8, 2020

Completed by: Linda Wong

Date May 15, 2020

1 [Accept and Expend Funds - Retroactive - California Secretary of State - Voting System and
2 Election Management System Replacement - \$1,949,859.50]

3 **Resolution retroactively authorizing the Department of Elections to accept and expend**
4 **funds allocated by the California Secretary of State in an amount not to exceed**
5 **\$1,949,859.50 to fund voting system and election management system replacement, for**
6 **the period of February 1, 2019, through June 30, 2022.**

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

11 WHEREAS, Under this one-time funding, the State has offered the City and County of
12 San Francisco's Department of Elections an additional \$1,949,859.50 to pay for the
13 replacement of its voting and election management systems; and

14 WHEREAS, The Department of Elections uses election management systems to track
15 voter registration and voter preferences, including for example, a voter's vote-by-mail status;
16 and

17 WHEREAS, The Department of Elections may seek reimbursement where the City will
18 spend matching funds on voting system and election management system replacement and
19 will be reimbursed by the State for 75% of expenses, up to the maximum amount of funds
20 allocated for under the contract; and

21 WHEREAS, In Resolution No. 168-19, the Board of Supervisors approved a prior
22 request from Elections to accept and expend \$3,011,500 from the California Secretary of
23 State for voting system replacement; and

1 WHEREAS, the Department of Elections proposes to maximize use of available grant
2 funds on program expenditures by not including indirect costs in the grant budget; now,
3 therefore, be it

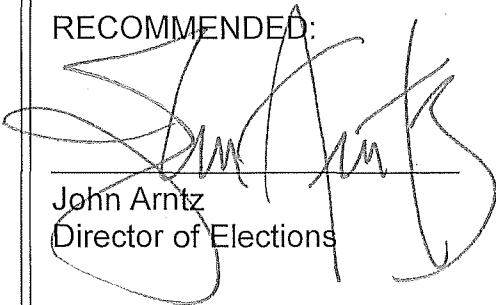
4 RESOLVED, The Department of Elections is hereby authorized to accept and expend
5 funds received from the California Secretary of State through the State of California's Budget
6 Act of 2019, in an amount not to exceed \$1,949,859.50 for voting system and election
7 management system replacement; and be it

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

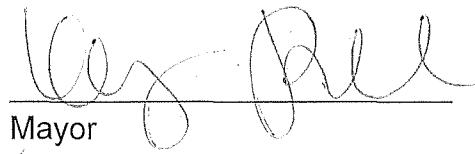
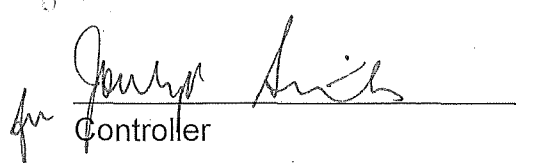
12 FURTHER RESOLVED, That the Director of Elections is authorized to amend its
13 existing agreement with the California Secretary of State, on behalf of the City and County of
14 San Francisco, for the acceptance and expenditure of these funds for voting system and
15 election management system replacement and extend this agreement to June 30, 2022; and
16 be it

17 FURTHER RESOLVED, That the Board of Supervisors hereby waives inclusion of
18 indirect costs in the grant budget.
19

20 RECOMMENDED:

21 
22 _____
23 John Arntz
24 Director of Elections

20 APPROVED:

21 
22 _____
23 Mayor
24 for 
25 _____
Controller

Item 4 File 20-0274	Department: Department of Elections
EXECUTIVE SUMMARY	
<p style="text-align: center;">Legislative Objectives</p> <ul style="list-style-type: none"> • The proposed resolution would amend the existing grant with the Secretary of State and retroactively authorize the Department of Elections to accept and expend funds allocated by the Secretary of State in an amount not to exceed \$1,949,859.50 to fund voting system and election management system replacement, for the period of February 1, 2019 through June 30, 2022. <p style="text-align: center;">Key Points</p> <ul style="list-style-type: none"> • In April 2019, the Board of Supervisors approved a resolution to retroactively authorize the Department of Elections to apply for, accept, and expend grant funds allocated by the Secretary of State in an amount not to exceed \$3,011,500 to fund the reimbursement of the Dominion voting system contract, for the period from July 2018 through June 2021 (File 19-0243). • Proposed grant funding will be used for reimbursement of the Dominion voting system contract expenses. The State amended the current grant to (1) add additional funding to replace and upgrade county voting systems; (2) change the matching requirement to a 3:1 or 75 percent to 25 percent match of funds; (3) authorize funds to be used for county election management system replacement; and (4) extend the grant ending date to June 30, 2022. <p style="text-align: center;">Fiscal Impact</p> <ul style="list-style-type: none"> • The grant would provide up to \$1,505,750 in grant funding for voting system replacement activities, which would partially fund the contract between the City and Dominion to lease the voting system through March 2023. The grant would reimburse a total of approximately 53.4 percent, or \$4,517,250, of the \$8,460,000 cost of the initial four-year and three-month term of the Dominion contract. The remaining cost of \$3,942,750 would be funded by the General Fund. \$444,109.50 of grant funding for election management system replacement will be used instead to fund enhancements and upgrades to the department's current election management system. <p style="text-align: center;">Policy Consideration</p> <ul style="list-style-type: none"> • Grant funds can only be used for the purposes specified in the grant and cannot be used to extend mail-in ballots to all San Francisco voters, as required by Ordinance 20-0400, pending before the Board of Supervisors. However, because total grant funds of \$4.5 million offset the City's existing costs for the Dominion voting system, General Fund monies can be made available to comply with Ordinance 20-0400. <p style="text-align: center;">Recommendation</p> <ul style="list-style-type: none"> • Approve the proposed resolution. 	

MANDATE STATEMENT

City Administrative Code Section 10.170-1 states that accepting Federal, State, or third-party grant funds in the amount of \$100,000 or more, including any City matching funds required by the grant, is subject to Board of Supervisors approval.

BACKGROUND

The California Budget Act of 2019 allocates funding for the Secretary of State to reimburse counties for the cost of voting system replacement activities. Eligible activities include replacement of voting systems, electronic poll books, ballot on demand systems, vote by mail drop boxes, remote accessible vote by mail systems, telecommunication technologies to facilitate voter registration, vote by mail sorting and processing equipment, and research and development of nonproprietary voting systems. Counties are required to certify by resolution the approval of applications for funding before submission to the Secretary of State. Under the terms of the grant, a county can only be reimbursed for the costs of developing a new voting system if that system is then certified by the California Secretary of State by July 1, 2023.

In April 2019, the Board of Supervisors approved a resolution to retroactively authorize the Department of Elections to apply for, accept, and expend grant funds allocated by the Secretary of State in an amount not to exceed \$3,011,500 to fund the reimbursement of the Dominion voting system contract, for the period from July 2018 through June 2021 (File 19-0243).

Dominion Voting System Contract

On March 12, 2019, the Board of Supervisors retroactively approved a voting system contract between the Department of Elections and Dominion Voting Systems, Inc. for a term of four years and three months, from January 2019 through March 2023, and an amount not to exceed \$8,460,000, with two one-year options to extend through March 2025, for a total not to exceed \$12,660,000 (File 19-0192). Under the contract, Dominion provides the lease of a new voting system, a license to use the voting system software, maintenance, and support services. Dominion is one of three firms that offer complete voting systems that meet the California Secretary of State's voting system requirements.

DETAILS OF PROPOSED LEGISLATION

The proposed resolution would amend the existing grant with the Secretary of State and retroactively authorize the Department of Elections to accept and expend funds allocated by the Secretary of State in an amount not to exceed \$1,949,859.50 to fund voting system and election management system replacement, for the period of February 1, 2019 through June 30, 2022.

According to Mr. John Arntz, the Department of Elections Director, funding will be used for reimbursement of the Dominion voting system contract expenses. Rather than issue a new grant for the 2019 allocation, the State amended the current grant to (1) add all funding to replace and upgrade county voting systems; (2) change the matching requirement to a 3:1 or 75 percent to

25 percent match of funds for counties with 51 or more precincts;¹ (3) authorize funds to be used for county election management system replacement; and (4) extend the grant ending date to June 30, 2022.

The California Budget Act of 2019 provided one-time funding of \$87 million for the replacement of voting systems and technology. This allocation is in addition to the FY2018-2019 funding which provided \$134 million for counties for the replacement of voting technology. Funds are allocated to counties based on several factors, including county size, number of precincts, and voting equipment needs.

The total amount allocated to the City for FY 2019-20 is \$1,949,859.50, of which \$1,505,750 is to be allocated for voting system replacement activities, and \$444,109.50 is to be allocated for replacing election management systems.² However, according to Mr. Arntz, because the City will not be replacing the election management system during the grant term, the Secretary of State's office has confirmed that the \$444,109.50 may be used instead to fund enhancements and upgrades to the Department's current election management system³ and will be eligible to request reimbursement for these purposes.

According to Mr. Arntz, the Department is seeking retroactive approval because the grant funding cycle officially began on February 1, 2019. A Board of Supervisors resolution approving the grant amendment is required by the Secretary of State's office before the grant can be issued. The City has not yet received any grant funding for this proposed resolution.

Performance Monitoring

The grant requires submission of verifying documentation when requesting for reimbursement of funds. The grant also requires counties to maintain records, as well as permit periodic site visits by the Secretary of State.

FISCAL IMPACT

The grant authorized by the proposed resolution would provide up to \$1,505,750 in grant funding for voting system replacement activities, which would partially fund the contract between the City and Dominion to lease the voting system through March 2023. The grant requires a 3:1 or 75 percent to 25 percent match of funds by the City, which the City meets through its allocation of General Fund monies of \$3,942,750⁴ to fully fund the contract with Dominion, as shown in Table 1 below.

¹ Previously, the grant required an equal match of funds.

² This is the registration database systems counties use to organize election processes.

³ According to Mr. Arntz, the current contract for the election management system is with DFM Associates for a term of nine years and total cost of \$1,624,045.

⁴ The total required match amount for the City (excluding the \$444,109.50 allocation for the election management system) is \$1,505,750. The total amount of the grant is \$4,517,250, which includes the original grant amount of \$3,011,500 and the proposed additional grant amount of \$1,505,750. The ratio of the grant versus the matching amount is $\$4,517,250 : \$1,505,750 = 75\% : 25\%$.

The grant would reimburse a total of approximately 53.4 percent, or \$4,517,250⁵, of the \$8,460,000 cost of the initial four-year and three-month term of the Dominion contract. The remaining cost of \$3,942,750 would be funded by the General Fund, as shown in Table 1 below.

Table 1: Sources of Dominion Contract Cost, Initial Term

Source	Percent of Total Contract	Amount
State Grant	53.4%	\$4,517,250
General Fund	46.6%	3,942,750
Total		\$8,460,000

As the initial Dominion Voting Systems contract term expires in March 2023, the Department of Elections may extend the contract for two additional years, at a cost of \$2,100,000 per year.

As previously mentioned, up to \$444,109.50 of grant funding for election management system replacement will be used instead to fund enhancements and upgrades to the department's current election management system. According to Mr. Arntz, total costs regarding expected enhancements or upgrades are currently not available but improvements will be assessed prior to and after elections. According to Mr. Arntz, the Department of Elections would pursue future grants if they are available after the current funding cycle ends in June 30, 2022.

POLICY CONSIDERATION

According to Mr. Arntz, the grant funds can only be used for the purposes specified in the grant and cannot be used to extend mail-in ballots to all San Francisco voters, as required by Ordinance 20-0400, pending before the Board of Supervisors. However, according to Mr. Arntz, because total grant funds of \$4.5 million (see Table 1 above) offset the City's existing costs for the Dominion voting system, General Fund monies can be made available to comply with Ordinance 20-0400, which requires that all San Francisco registered voters be provided with a mail-in ballot.

RECOMMENDATION

Approve the proposed resolution.

⁵ This includes the original grant amount of \$3,011,500 and \$1,505,750 in proposed grant funding for voting system replacement activities.

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

Grant Ordinance Information Form
(Effective July 2011)

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

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

1. Grant Title: Accept and Expend - Funds for Voting System Replacement Activities - \$1,949,859.50
2. Department: Department of Elections
3. Contact Person: John Arntz Telephone: 415-554-4375
4. Grant Approval Status (check one):
 Approved by funding agency Not yet approved
5. Amount of Grant Funding Approved or Applied for: \$
6. a. Matching Funds Required: \$1,949,859.50
b. Source(s) of matching funds (if applicable): General Fund
7. a. Grant Source Agency: California Secretary of State
b. Grant Pass-Through Agency (if applicable):
8. Proposed Grant Project Summary: The purpose of this agreement is provide the City and County of San Francisco (City) with state funds to reimburse the City for payments made pursuant to a purchase agreement, lease agreement, or other contract for voting system and election management system replacement activities.
9. Grant Project Schedule, as allowed in approval documents, or as proposed:
Start-Date: February 1, 2019 End-Date: June 30, 2022
10. Number of new positions created and funded: 0
11. Explain the disposition of employees once the grant ends? N/A
12. a. Amount budgeted for contractual services: \$1,949,859.50
b. Will contractual services be put out to bid? TBD
c. If so, will contract services help to further the goals of the Department's Local Business Enterprise (LBE) requirements? At this time, the Department cannot determine whether the funding will further the City's LBE requirements. The Department's primary goal is to be authorized to accept and expend a grant in the amount of \$1,949,859.50 from the State of California for activities related to voting system and election management system replacement.
d. Is this likely to be a one-time or ongoing request for contracting out? This will be a one-time request.
13. a. Does the budget include indirect costs?
 Yes No
b. 1. If yes, how much? \$

- b. 2. How was the amount calculated?
- c. 1. If no, why are indirect costs not included?
 Not allowed by granting agency To maximize use of grant funds on direct services
 Other (please explain):
- c. 2. If no indirect costs are included, what would have been the indirect costs?

14. Any other significant grant requirements or comments:

****Disability Access Checklist****

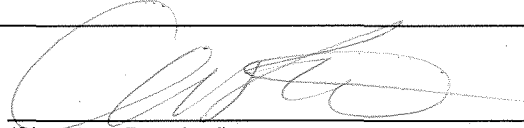
15. This Grant is intended for activities at (check all that apply):

- | | | |
|--|---|---|
| <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) | |

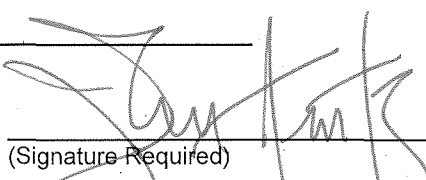
16. The Departmental ADA Coordinator or the Mayor's Office on Disability have reviewed the proposal and concluded that the project as proposed will be in compliance with the Americans with Disabilities Act and all other Federal, State and local access laws and regulations and will allow the full inclusion of persons with disabilities, or will require unreasonable hardship exceptions, as described in the comments section:

Comments:

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

Andy Pastalaniec
(Name)
Manager - Precinct Services Division
(Title)
Date Reviewed: 12/8/2019 
(Signature Required)

Overall Department Head or Designee Approval:

JOHN ARNTZ
(Name)
DIRECTOR
(Title)
Date Reviewed: 1/9/20 
(Signature Required)



ALEX PADILLA | SECRETARY OF STATE | STATE OF CALIFORNIA
ELECTIONS DIVISION

1500 11th Street, 5th Floor, Sacramento, CA 95814 | Tel 916.657.2166 | Fax 916.653.3214 | www.sos.ca.gov

July 23, 2019

County Clerk/Registrar of Voters (CC/ROV) Memorandum #19056

TO: All County Clerks/Registrars of Voters

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

RE: Additional State Funding for Voting System and Election Management System (EMS) Replacement

The 2019 Budget Act provided one-time funding of \$87 million for the replacement of voting systems and technology. This allocation is in addition to the fiscal year 2018-2019 funding which provided \$134 million for counties for the replacement of voting technology.

The 2019 Budget Act provided additional funding, modified the match requirement, and allocated funding for election management system (EMS) replacement.

Additional funding: The funding for each county for the additional voting system replacement was set through the budget process. The amount allocated for each county is fixed and was based on a variety of factors and assumptions, including such things as county size, number of precincts, and voting equipment needs. See Attachment A for the breakdown by county of these funds.

Match requirements: The 2019 Budget Act modifies the match requirement for both the fiscal year 2018-2019 funding and the new allocation. Based upon historical figures, the match requirement is modified as follows:

1. Counties with 50 or fewer precincts will require no match of funds.
2. Counties with 51 or more precincts will require a 3:1 or 75%:25% match of funds.

EMS replacement: The 2019 Budget Act provides funding for county Election Management System (EMS) replacement. Of the \$87 million, \$18 million is allocated for the replacement of county EMS. See Attachment A for the breakdown by county for these funds.

CCROV #19056

July 23, 2019

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Rather than issue new contracts for the 2019 allocation we will be amending the current contracts. The amendment will: (1) add additional funding to replace and upgrade county voting systems; (2) change the matching formula; (3) authorize funds to be used for county election management system replacement; and (4) extend the contract ending date to June 30, 2022. The contract amendment will be sent out next month. We are aware that some may require Board of Supervisor's approval, but please have the contract amendment approved and the signed version returned to SOS as soon as possible.

Attachment A

County	Match of Funds Percentage*	2018-19 Allocation	2019-20 Allocation		
			Voting System Replacement	EMS Replacement	Total 2019-20
Counties with 50 or fewer precincts will require no match of funds.					
Alpine	100%	\$ 50,000.00	\$ 50,000.00	\$ 695.70	\$ 50,695.70
Amador	100%	\$ 173,000.00	\$ 86,500.00	\$ 20,195.10	\$ 106,695.10
Calaveras	100%	\$ 199,500.00	\$ 457,500.00	\$ 26,547.30	\$ 484,047.30
Colusa	100%	\$ 152,500.00	\$ 152,500.00	\$ 7,942.50	\$ 160,442.50
Del Norte	100%	\$ 190,500.00	\$ 190,500.00	\$ 12,393.90	\$ 202,893.90
Glenn	100%	\$ 253,000.00	\$ 253,000.00	\$ 11,542.50	\$ 264,542.50
Inyo	100%	\$ 73,500.00	\$ 277,500.00	\$ 9,153.90	\$ 286,653.90
Mariposa	100%	\$ 207,000.00	\$ 207,000.00	\$ 9,797.40	\$ 216,797.40
Modoc	100%	\$ 145,000.00	\$ 145,000.00	\$ 4,450.50	\$ 149,450.50
Mono	100%	\$ 116,000.00	\$ 116,000.00	\$ 6,036.30	\$ 122,036.30
Plumas	100%	\$ 206,500.00	\$ 206,500.00	\$ 11,138.40	\$ 217,638.40
Sierra	100%	\$ 43,000.00	\$ 207,000.00	\$ 1,967.40	\$ 208,967.40
Sutter	100%	\$ 313,000.00	\$ 156,500.00	\$ 42,108.30	\$ 198,608.30
Tehama	100%	\$ 438,000.00	\$ 438,000.00	\$ 29,996.10	\$ 467,996.10
Trinity	100%	\$ 169,000.00	\$ 169,000.00	\$ 6,768.90	\$ 175,768.90
Yuba	100%	\$ 378,000.00	\$ 378,000.00	\$ 30,546.90	\$ 408,546.90
Counties with 51 or more precincts will require a 3:1 or 75%:25% match of funds.					
Alameda	75%	\$ 5,621,500.00	\$ 2,810,750.00	\$ 795,547.80	\$ 3,606,297.80
Butte	75%	\$ 821,500.00	\$ 410,750.00	\$ 110,115.00	\$ 520,865.00
Contra Costa	75%	\$ 3,647,000.00	\$ 1,823,500.00	\$ 567,936.00	\$ 2,391,436.00
El Dorado	75%	\$ 757,000.00	\$ 378,500.00	\$ 109,710.90	\$ 488,210.90
Fresno	75%	\$ 2,886,500.00	\$ 1,443,250.00	\$ 414,907.20	\$ 1,858,157.20
Humboldt	75%	\$ 542,000.00	\$ 271,000.00	\$ 70,342.20	\$ 341,342.20
Imperial	75%	\$ 419,500.00	\$ 209,750.00	\$ 62,943.30	\$ 272,693.30
Kern	75%	\$ 2,291,000.00	\$ 1,145,500.00	\$ 341,503.20	\$ 1,487,003.20
Kings	75%	\$ 341,500.00	\$ 170,750.00	\$ 47,340.90	\$ 218,090.90
Lake	75%	\$ 246,000.00	\$ 123,000.00	\$ 29,594.70	\$ 152,594.70
Lassen	75%	\$ 107,500.00	\$ 53,750.00	\$ 13,014.00	\$ 66,764.00
Los Angeles	75%	\$ 43,128,000.00	\$ 21,564,000.00	\$ 4,857,201.00	\$ 26,421,201.00
Madera	75%	\$ 378,000.00	\$ 189,000.00	\$ 52,276.50	\$ 241,276.50
Marin	75%	\$ 1,038,000.00	\$ 519,000.00	\$ 145,683.00	\$ 664,683.00
Mendocino	75%	\$ 337,500.00	\$ 168,750.00	\$ 44,838.90	\$ 213,588.90
Merced	75%	\$ 657,000.00	\$ 328,500.00	\$ 88,542.90	\$ 417,042.90
Monterey	75%	\$ 1,160,500.00	\$ 580,250.00	\$ 170,646.30	\$ 750,896.30
Napa	75%	\$ 499,500.00	\$ 249,750.00	\$ 70,363.80	\$ 320,113.80
Nevada	75%	\$ 449,500.00	\$ 224,750.00	\$ 61,665.30	\$ 286,415.30
Orange	75%	\$ 9,823,000.00	\$ 4,911,500.00	\$ 1,432,388.70	\$ 6,343,888.70
Placer	75%	\$ 1,410,500.00	\$ 705,250.00	\$ 214,246.80	\$ 919,496.80
Riverside	75%	\$ 6,156,500.00	\$ 3,078,250.00	\$ 954,337.50	\$ 4,032,587.50
Sacramento	75%	\$ 4,714,500.00	\$ 2,357,250.00	\$ 702,600.30	\$ 3,059,850.30
San Benito	75%	\$ 348,500.00	\$ 348,500.00	\$ 27,919.80	\$ 376,419.80
San Bernardino	75%	\$ 5,903,000.00	\$ 2,951,500.00	\$ 867,254.40	\$ 3,818,754.40
San Diego	75%	\$ 10,685,000.00	\$ 5,342,500.00	\$ 1,572,644.70	\$ 6,915,144.70
San Francisco	75%	\$ 3,011,500.00	\$ 1,505,750.00	\$ 444,109.50	\$ 1,949,859.50
San Joaquin	75%	\$ 2,060,500.00	\$ 1,030,250.00	\$ 314,736.30	\$ 1,344,986.30
San Luis Obispo	75%	\$ 1,043,000.00	\$ 521,500.00	\$ 153,550.80	\$ 675,050.80
San Mateo	75%	\$ 2,474,000.00	\$ 1,237,000.00	\$ 364,462.20	\$ 1,601,462.20
Santa Barbara	75%	\$ 1,357,500.00	\$ 678,750.00	\$ 196,571.70	\$ 875,321.70

Attachment A

County	Match of Funds Percentage*	2018-19 Allocation	2019-20 Allocation		
			Voting System Replacement	EMS Replacement	Total 2019-20
Santa Clara	75%	\$ 5,572,000.00	\$ 2,786,000.00	\$ 806,368.50	\$ 3,592,368.50
Santa Cruz	75%	\$ 1,009,500.00	\$ 504,750.00	\$ 145,079.10	\$ 649,829.10
Shasta	75%	\$ 686,500.00	\$ 343,250.00	\$ 91,221.30	\$ 434,471.30
Siskiyou	75%	\$ 190,000.00	\$ 95,000.00	\$ 24,797.70	\$ 119,797.70
Solano	75%	\$ 1,409,500.00	\$ 704,750.00	\$ 212,425.20	\$ 917,175.20
Sonoma	75%	\$ 1,681,000.00	\$ 840,500.00	\$ 249,898.50	\$ 1,090,398.50
Stanislaus	75%	\$ 1,500,500.00	\$ 750,250.00	\$ 226,584.00	\$ 976,834.00
Tulare	75%	\$ 958,000.00	\$ 479,000.00	\$ 153,359.10	\$ 632,359.10
Tuolumne	75%	\$ 209,000.00	\$ 104,500.00	\$ 28,915.20	\$ 133,415.20
Ventura	75%	\$ 3,008,000.00	\$ 1,504,000.00	\$ 410,157.00	\$ 1,914,157.00
Yolo	75%	\$ 699,500.00	\$ 349,750.00	\$ 101,521.80	\$ 451,271.80
Total		\$ 134,347,500.00	\$ 69,284,750.00	\$ 17,980,604.10	\$ 87,265,354.10

*Percentage based on number of precincts for the 2018 General Election.



September 25, 2019

San Francisco County
Attn: **John Arntz**
City Hall – 1 Dr. Carlton B Goodlett Place, Room 48
San Francisco, CA 94102-4635

Subject: Contract Number **18G30138 AMDT. #01 (Voting System Replacement)**

Please see the marked instruction/information below. If requested, please complete the following marked item(s) and return to the address stated below within ten (10) business days*:

- STD. 213, Standard Agreement with attached Exhibits.** Please acquire the appropriate original signature on the first page of the STD. 213, and the additional three single STD. 213's and return the originally signed agreement package to the address above. **Please Note: Fax, photocopies and signature stamps are not acceptable.** Therefore, please make sure the STD. 213's have been originally signed. A fully executed copy will be returned to you once the contract execution has been completed.
- STD. 213A, Standard Agreement Amendment with attached NEW Exhibit.** Please acquire the appropriate signature for the first page of the STD. 213A and the additional three (3) single STD. 213A's. **Please Note: Fax, photocopies and signature stamps are not acceptable. Therefore, please make sure all four (4) of the STD. 213A's have been originally signed.** A fully executed copy will be returned to you once the contract execution has been completed. **Please return the signed agreement amendment package to the following address (not returning the package this address will delay processing):**

Attn: Contract Services Unit
Secretary of State
1500 11th Street, Room 460
Sacramento, CA 95814

***IMPORTANT: If the signed agreement amendment package is not returned on or before June 1, 2020, this amendment may not be executed.**

- Along with the above referenced STD. 213A agreement amendment package, please **submit** a copy of the **resolution, order, motion, or ordinance of your local governing body (whichever is applicable for your County office)**, which by law has granted the authority to enter into the proposed contract amendment, authorizing execution of the agreement.

Please Note: If the resolution (or other applicable document stated above) submitted with the originally executed contract also provides for the authority to enter into contract amendments, and DOES NOT INCLUDE any specific original contract dollar amount or contract term information, a copy of that same resolution (or other applicable document) should be sufficient for processing this agreement amendment request. Otherwise, a new resolution (or other applicable document) will need to be submitted accordingly. Please direct questions regarding this to the SOS Project Contact in your originally executed contract (Exhibit A – Scope of Work, Section C.).

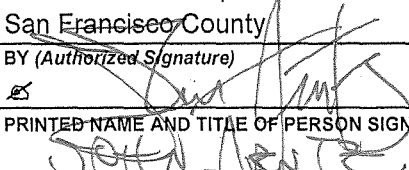

CHECK HERE IF ADDITIONAL PAGES ARE ATTACHED 1 Pages

AGREEMENT NUMBER 18G30138	AMENDMENT NUMBER
REGISTRATION NUMBER:	01

1. This Agreement is entered into between the State Agency and Contractor named below:
 STATE AGENCY'S NAME
Secretary of State
 CONTRACTOR'S NAME
San Francisco County
2. The term of this Agreement is: February 1, 2019, or upon approval by Dept. of General Services, if required, whichever is later through June 30, 2022
3. The maximum amount of this Agreement after this amendment is: **\$ 4,961,359.50**
 Four million nine hundred sixty-one thousand three hundred fifty-nine dollars and fifty cents
4. The parties mutually agree to this amendment as follows. All actions noted below are by this reference made a part of the Agreement and incorporated herein:
 1. The amount of the Agreement is hereby increased by \$ 1,949,859.50 and shall not exceed \$ 4,961,359.50, which includes \$ 444,109.50 for election management system (EMS) specific funds.
 2. The term of the Agreement is hereby extended through June 30, 2022.
 3. Exhibit A – Scope of Work, Section E. Use of Funds. Item 9., is hereby added to the Agreement, as stated below:
9. The replacement or enhancement of a county Election Management System (EMS), used by the county to track voter registration or voter preference, including for example, a voter's vote-by-mail status. This shall not include maintenance and operations (M&O) expenses.
 4. Exhibit B – Budget Detail and Payment Provisions, Item 7. Retroactive Payments, is hereby replaced in its entirety, as stated below:
7. Retroactive Payments
Counties may claim reimbursement for expenses and activities permissible under the terms of this Agreement that occur after April 29, 2015 and before June 30, 2022.
 5. Exhibit D – Special Terms and Conditions, Section A. Auditing, Item 1., is hereby replaced in its entirety, as stated below:
 1. **Receipt of Voting System Replacement funds by County indicates agreement, to be reimbursed by the Secretary of State, by first providing matching funds spent on voting system replacement activities described in Exhibit A – Scope of Work, Section E – Use of Funds as follows:**
 - a. **Counties with 50 or fewer precincts will require no match of funds.**
 - b. **Counties with 51 or more precincts will require 3:1 or 75%:25% match of funds.**
 6. Exhibit B-1 – Funding Detail, is hereby added to the Agreement and attached hereto.

Except as stated herein, all other terms and conditions shall remain the same.

IN WITNESS WHEREOF, this Agreement has been executed by the parties hereto.

CONTRACTOR		CALIFORNIA Department of General Services Use Only
CONTRACTOR'S NAME (If other than an individual, state whether a corporation, partnership, etc.) San Francisco County		
BY (Authorized Signature) 	DATE SIGNED (Do not type) 9/26/19	
PRINTED NAME AND TITLE OF PERSON SIGNING JOHN WHITE, DIRECTOR		
ADDRESS City Hall – 1 Dr. Carlton B Goodlett Place, Room 48 San Francisco, CA 94102-4635		
STATE OF CALIFORNIA		
AGENCY NAME Secretary of State		<input type="checkbox"/>
BY (Authorized Signature) 	DATE SIGNED (Do not type)	
PRINTED NAME AND TITLE OF PERSON SIGNING Cindy Halverstadt, Chief, Management Services Division		
ADDRESS 1500 11 th Street, Sacramento, CA 95814		

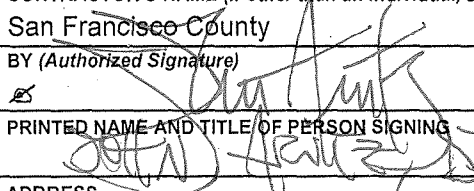

CHECK HERE IF ADDITIONAL PAGES ARE ATTACHED 1 Pages

AGREEMENT NUMBER 18G30138	AMENDMENT NUMBER 01
REGISTRATION NUMBER:	

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 STATE AGENCY'S NAME
Secretary of State
 CONTRACTOR'S NAME
San Francisco County
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 2. The term of the Agreement is hereby extended through June 30, 2022.
 3. Exhibit A – Scope of Work, Section E. Use of Funds. Item 9., is hereby added to the Agreement, as stated below:
9. The replacement or enhancement of a county Election Management System (EMS), used by the county to track voter registration or voter preference, including for example, a voter's vote-by-mail status. This shall not include maintenance and operations (M&O) expenses.
 4. Exhibit B – Budget Detail and Payment Provisions, Item 7. Retroactive Payments, is hereby replaced in its entirety, as stated below:
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Counties may claim reimbursement for expenses and activities permissible under the terms of this Agreement that occur after April 29, 2015 and before June 30, 2022.
 5. Exhibit D – Special Terms and Conditions, Section A. Auditing, Item 1., is hereby replaced in its entirety, as stated below:
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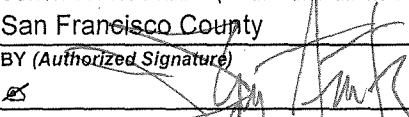

CONTRACTOR		CALIFORNIA Department of General Services Use Only
CONTRACTOR'S NAME (If other than an individual, state whether a corporation, partnership, etc.) San Francisco County		
BY (Authorized Signature) 	DATE SIGNED (Do not type) 9/26/19	
PRINTED NAME AND TITLE OF PERSON SIGNING JOHN A. JONES, DIRECTOR		
ADDRESS City Hall – 1 Dr. Carlton B Goodlett Place, Room 48 San Francisco, CA 94102-4635		
STATE OF CALIFORNIA		
AGENCY NAME Secretary of State		
BY (Authorized Signature) 	DATE SIGNED (Do not type)	
PRINTED NAME AND TITLE OF PERSON SIGNING Cindy Halverstadt, Chief, Management Services Division		
ADDRESS 1500 11 th Street, Sacramento, CA 95814		

CHECK HERE IF ADDITIONAL PAGES ARE ATTACHED 1 Pages

AGREEMENT NUMBER 18G30138	AMENDMENT NUMBER 01
REGISTRATION NUMBER:	

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Secretary of State
 CONTRACTOR'S NAME
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 IN WITNESS WHEREOF, this Agreement has been executed by the parties hereto.

CONTRACTOR		CALIFORNIA Department of General Services Use Only
CONTRACTOR'S NAME (If other than an individual, state whether a corporation, partnership, etc.) San Francisco County		
BY (Authorized Signature) 	DATE SIGNED (Do not type) 4/26/19	
PRINTED NAME AND TITLE OF PERSON SIGNING JUTTA ARVER, DIRECTOR		
ADDRESS City Hall – 1 Dr. Carlton B Goodlett Place, Room 48 San Francisco, CA 94102-4635		
STATE OF CALIFORNIA		
AGENCY NAME Secretary of State		
BY (Authorized Signature) 	DATE SIGNED (Do not type)	
PRINTED NAME AND TITLE OF PERSON SIGNING Cindy Halverstadt, Chief, Management Services Division		
ADDRESS 1500 11 th Street, Sacramento, CA 95814		

CHECK HERE IF ADDITIONAL PAGES ARE ATTACHED 1 Pages

AGREEMENT NUMBER 18G30138	AMENDMENT NUMBER 01
REGISTRATION NUMBER:	

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Secretary of State
 CONTRACTOR'S NAME
San Francisco County
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Except as stated herein, all other terms and conditions shall remain the same.

IN WITNESS WHEREOF, this Agreement has been executed by the parties hereto.

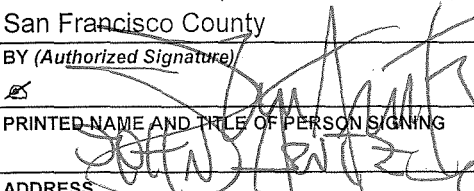

CONTRACTOR		CALIFORNIA Department of General Services Use Only
CONTRACTOR'S NAME (If other than an individual, state whether a corporation, partnership, etc.) San Francisco County		
BY (Authorized Signature) 	DATE SIGNED (Do not type) 1/28/19	
PRINTED NAME AND TITLE OF PERSON SIGNING JOHN P. WILSON DIRECTOR		
ADDRESS City Hall – 1 Dr. Carlton B Goodlett Place, Room 48 San Francisco, CA 94102-4635		
STATE OF CALIFORNIA		
AGENCY NAME Secretary of State		<input type="checkbox"/>
BY (Authorized Signature) 	DATE SIGNED (Do not type)	
PRINTED NAME AND TITLE OF PERSON SIGNING Cindy Halverstadt, Chief, Management Services Division		
ADDRESS 1500 11 th Street, Sacramento, CA 95814		

EXHIBIT B-1
(Standard Agreement)

FUNDING DETAIL

The allotted contract amount with both fiscal year (FY) allotments are not to exceed a total contract budget of **\$ 4,961,359.50** as shown in the table below:

Total Budget	
FY 18/19 – Existing Contract Amount for replacement/upgrade to County voting systems	\$ 3,011,500.00
FY 19/20 – Additional Funding for replacement/upgrade to County voting systems	\$ 1,505,750.00
FY 19/20 – Additional funding specifically for election management system (EMS) replacement	\$ 444,109.50
New Contract Amount	\$ 4,961,359.50



May 6, 2019

2019 JUN -5 PM 2:11
DEPARTMENT OF ELECTIONS

San Francisco County
Attn: **Kammi Foote, Clerk-Recorder**
City Hall – 1 Dr. Carlton B Goodlett Place, Room 48
San Francisco CA 94102-4635

Subject: Invoices attached to signed agreement #**18G30138** (Voting System Replacement)

- STD. 213, Standard Agreement with attached Exhibits. Please acquire the appropriate original signature on the first page of the STD. 213, and the additional three single STD. 213's and return to the address below. Please Note: Fax, photocopies and signature stamps are not acceptable. Therefore, please make sure the STD. 213's have been originally signed. A fully executed copy will be returned to you once the contract execution has been completed. Please return the originally signed agreement package to the following address:

Attn: Contract Services Unit
Secretary of State
1500 11th Street, Room 460
Sacramento, CA 95814

- Executed copy for your records.
- Along with the above referenced STD. 213 contract package, please **submit** a copy of the **resolution, order, motion, or ordinance of your local governing body (whichever is applicable for your County office)**, which by law has granted the authority to enter into the proposed contract, authorizing execution of the agreement.

Please Note: This agreement provides for STATE funds to be used for reimbursement to the county. Therefore, the resolution, order, motion, or ordinance of your local governing body (whichever is applicable for your County office) that includes references to HAVA and/or federal funds cannot be accepted.

- We are returning the attached invoices for reimbursement (based on the above referenced agreement), submitted along with your signed agreement package. Please note it is not appropriate to submit these invoices to SOS until the respective agreement has been fully executed. Once the agreement has been fully executed, a copy will be returned to you. At that time, you may resubmit your invoices in accordance with the agreement; invoices must be submitted to the applicable SOS Accounts Payable address stated in the agreement (Exhibit B – Budget Detail and Payment Provisions).

STANDARD AGREEMENT

STD 213 (Rev. 10/2018)

AGREEMENT NUMBER

18G30138

PURCHASING AUTHORITY NUMBER (if applicable)

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

CONTRACTING AGENCY NAME

Secretary of State

CONTRACTOR NAME

San Francisco County

2. The term of this Agreement is:

START DATE

February 1, 2019 or upon approval by Dept. of General Services, if required, whichever is later

THROUGH END DATE

June 30, 2021

3. The maximum amount of this Agreement is:

\$ 3,011,500.00

Three million eleven thousand five hundred Dollars and Zero Cents

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

EXHIBITS	TITLE	PAGES
Exhibit A	Scope of Work	4 pages
Exhibit B	Budget Detail and Payment Provisions	3 pages
Exhibit C *	General Terms and Conditions	GTC 04/2017
Exhibit D	Special Terms and Conditions (Attached hereto as part of this Agreement)	2 pages
Exhibit E	Additional Provisions	2 pages
Exhibit F	County Resolution	3 pages
Exhibit G	Contractor Voting System Replacement Activity Report	1 page

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 www.dgs.ca.gov/ols/resources/standardcontractlanguage.aspx

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

City Hall - 1 Dr. Carlton B Goodlett Place, Room 48

CITY

San Francisco

STATE

CA

ZIP

94102-4635

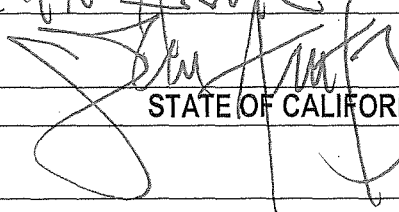
PRINTED NAME OF PERSON SIGNING

JOHN ARWITZ

TITLE

DIRECTOR

CONTRACTOR AUTHORIZED SIGNATURE



DATE SIGNED

5/16/19

STATE OF CALIFORNIA

CONTRACTING AGENCY NAME

Secretary of State

CONTRACTING AGENCY ADDRESS

1500 11th Street

CITY

Sacramento

STATE

CA

ZIP

95814

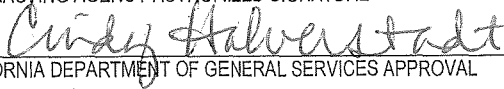
PRINTED NAME OF PERSON SIGNING

Cindy Halverstadt

TITLE

Chief, Management Services Division

CONTRACTING AGENCY AUTHORIZED SIGNATURE



DATE SIGNED

5/13/19

CALIFORNIA DEPARTMENT OF GENERAL SERVICES APPROVAL

EXEMPTION, IF APPLICABLE

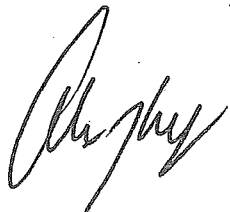
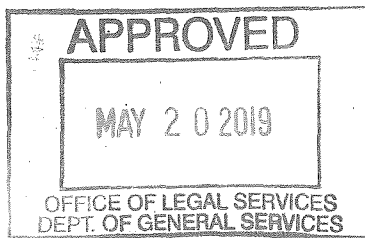



EXHIBIT A
(Standard Agreement)

SCOPE OF WORK

A. NAME OF PROGRAM

This program shall be known as "Voting System Replacement Contract 2018."

B. PURPOSE OF AGREEMENT

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

1. Counties may seek reimbursement for payments made pursuant to a purchase agreement, lease agreement, or other contract made after April 29, 2015.
2. The funded activities must belong to one or more of the categories outlined below in Section E – USE OF FUNDS.
3. If a county uses funding provided to it for activities described below in Section E – USE OF FUNDS, #8, and those activities do not result in a voting system certified by the Secretary of State to comply with the California Voting Systems Standards by July 1, 2023, the county shall return the state funding provided for those activities to the State. If the county does not return the funding by June 30, 2024, the State Controller shall withhold any payment to the county in an equivalent amount, as directed by the California Department of Finance.
4. Any voting system purchased or leased by a county for which the county seeks reimbursement from the Secretary of State pursuant to this Agreement and that does not require a voter to directly mark a ballot, must produce a paper version or representation of the voted ballot or of all of the ballots cast on a unit of the voting system. The paper version shall not be provided to the voter but shall be retained by elections officials for use during the one percent manual tally described in Elections Code Section 15360, or any recount, audit, or contest.

C. PROJECT CONTACTS

The program representatives during the term of Agreement will be:

- a. For County: **John Arntz (415) 554-4375**
- b. For State: **Kathryn Chaney (916) 695-1657**

EXHIBIT A
(Standard Agreement)

D. MATCHING FUNDS

Counties may seek reimbursement where the county has spent matching county funds on voting systems replacement activities on a dollar-for-dollar basis, up to the maximum amount of funds allocated for the contract. Matching funds may also include federal funds such as Help America Vote Act (HAVA). **State funds**, such as Voting Modernization Bond Act of 2002 (VMB) **may not** be used as matching funds.

E. USE OF FUNDS

Any Voting Systems Replacement Contract 2018 funds received pursuant to this program shall be used by County only for one or more of the following purposes:

1. New voting systems that have been certified or conditionally approved pursuant to the California Voting Systems Standards (CVSS).
2. Electronic poll books certified by the Secretary of State.
3. Ballot on demand systems certified by the Secretary of State.
4. Vote by mail ballot drop boxes that comply with any applicable regulations adopted by the Secretary of State, including California Code of Regulations (CCR) Title 2, Division 7, Chapter 3, sections 20130-20138.
5. Remote accessible vote by mail systems certified or conditionally approved by the Secretary of State.
6. Telecommunication technologies to facilitate electronic connection, for the purpose of voter registration, between polling places, vote centers, and the office of the county elections official or the Secretary of State's office.
7. Vote by mail ballot sorting and processing equipment.
8. Research and development of a new voting system using only nonproprietary software and firmware with disclosed source code that have not been certified or conditionally approved by the Secretary of State, but that would result in a voting system certified by the Secretary of State to comply with the California Voting Systems Standards, in addition to the following:
 - Manufacturing of the minimum number of voting system units reasonably necessary for either of the following purposes:
 - Testing and seeking administrative approval for the voting system pursuant to Section 19210 to 19214, inclusive.
 - Testing and demonstrating the capabilities of the voting system in a pilot program pursuant to paragraph (2) of subdivision (b) and subdivision (c) of Section 19209.

EXHIBIT A
(Standard Agreement)

F. County shall not submit any claim for payment or reimbursement and shall not be entitled to receive payment or reimbursement from State of Voting System Replacement Contract 2018 funds for:

1. The cost of purchasing any motored vehicle;
2. The cost of leasing for more than thirty (30) days of any motored vehicle;
3. The cost of purchasing any real property;
4. The cost of leasing any real property;
5. The cost of promotional items and memorabilia;
6. General purpose equipment, including but not limited to, office equipment and furnishings; modular furniture; telephone networks and component parts that are not for the explicit use of facilitating electronic connections as defined above in Section E – USE OF FUNDS, #6 of this document; and reproduction and printing equipment that is not a component of a voting system, ballot on demand system, or electronic poll book system;
7. General office supplies;
8. Any indirect rate or overhead costs distributed to county administrative support services.

G. DISPOSAL OR SALE OF EQUIPMENT PURCHASED WITH VOTING SYSTEM REPLACEMENT CONTRACT FUNDING

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

1. No pre-approval or permission is required by the Secretary of State.
2. Sales should conform to county purchasing procedures. If those do not exist, counties should rely on the State Administrative Manual (SAM Chapter 8600).
3. A solid audit trail should be maintained and include the following:
 - a. All information relevant to valuation.
 - b. Documentation relevant to the source of funding used for the original purchase of the equipment being sold or disposed of.

EXHIBIT A
(Standard Agreement)

- c. Information relevant to the actual sale or disposition, including the date, amount of the actual sale, which equipment was involved (description and inventory numbers) and receipts.
4. Prior to disposing or selling of any voting system or portion thereof, ensure the equipment is formatted so there is no software or firmware remaining on the equipment. All equipment should be taken back to a condition where it is solely a non-functioning piece of hardware.

**EXHIBIT B
(Standard Agreement)**

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 in triplicate not more frequently than monthly in arrears to:

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

Invoices may be submitted via email to AccountsPayable@sos.ca.gov. Please contact Accounts Payable at (916) 653-9165 for any further questions regarding invoices.

2. Budget Contingency Clause

- A. It is mutually agreed that if the Budget Act or a Voting System Replacement Contract Spending Plan amendment of the current year and/or any subsequent years covered under this Agreement does not appropriate sufficient funds for the program, this Agreement shall be of no further force and effect. In this event, the State shall have no liability to pay any funds whatsoever to Contractor or to furnish any other considerations under this Agreement and Contractor shall not be obligated to perform any provisions of this Agreement.
- B. If funding for any fiscal year is reduced or deleted by the Budget Act or a Voting System Replacement Contract Spending Plan amendment for purposes of this program, the State shall have the option to either cancel this Agreement with no liability occurring to the State, or offer an Agreement amendment to Contractor to reflect the reduced amount.

3. 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.

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

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

5. Basis of Claims

Subject to the provisions of Paragraph #9 below, all claims for Voting System Contract Replacement Funds under this program must be based on invoices submitted by the County. All invoices or Agreements that are the subject of any claims must relate directly to expenditures authorized pursuant to Exhibit A – SCOPE OF WORK, Section E – USE OF FUNDS.

EXHIBIT B
(Standard Agreement)

6. Processing of Claims

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

- A. Contain a face sheet that summarizes each expenditure made by the categories set forth in Exhibit A – SCOPE OF WORK, Section E – USE OF FUNDS;
- B. Include the total amount of the claim;
- C. Identify whether additional claims are expected to be submitted;
- D. Include the hourly charge of any contractor for which a claim is made for their time;
- E. Include signed Contractor Activity Reports, please see sample, which is Exhibit G - CONTRACTOR VOTING SYSTEM REPLACEMENT ACTIVITY REPORT, for each employee and contractor's employee for whom reimbursement for time is being claimed. (Vendors who receive payment from Voting System Replacement Contract funds are required to submit timesheets for any work paid for as time and materials); and
- F. Include a copy of the contract, 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.

7. Retroactive Payments

Counties may claim reimbursement for expenses and activities permissible under the terms of this Agreement that occur after April 29, 2015, and before June 30, 2021.

8. Payments of Claims

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

9. Deadline for Submitting Claims

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

10. Multiple Claims

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

11. Documentation to be Submitted

- A. Each claim shall include a cover page that identifies the activity or service in Exhibit A – SCOPE OF WORK and a summary sheet that includes the dollar amount associated with each activity or service for which funds are being sought. Each claim shall also include originals or true copies of all documentation of the payment for which reimbursement is sought, and of the purchase agreement, lease agreement, or other contract pursuant to which the reimbursed payment was made.

EXHIBIT B
(Standard Agreement)

- B. The county shall certify to the Secretary of State the source and amount of match funding, including supporting documentation of the source of funding such as a statement of account.
- C. If applicable, approval by the County Board of Supervisors, along with the appropriate County Resolution will be required.

12. Order of Processing

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

EXHIBIT D
(Standard Agreement)

SPECIAL TERMS AND CONDITIONS

A. AUDITING

1. Receipt of Voting System Replacement funds by County indicates agreement, to be reimbursed by the Secretary of State, by first providing matching funds spent on voting system replacement activities described in Exhibit A – SCOPE OF WORK, Section E – USE OF FUNDS, on a dollar-for-dollar basis, up to a maximum amount of funds allocated for the contract, as allocated per county.
2. County shall maintain records in a manner that:
 - a. Accurately reflects fiscal transactions with necessary controls and safeguards;
 - b. Provides complete audit trails, based whenever possible on original documents (purchase orders, receipts, progress payments, invoices, timesheets, cancelled warrants, warrant numbers, etc.);
 - c. Provides accounting data so the costs can readily be determined throughout Agreement period;
 - d. Accurately records and tracks the disposition of all equipment and sensitive property in compliance with 41 CFR 105-71 and the California State Administrative Manual.
3. Records shall be maintained for three (3) years after termination of this Agreement and for at least one (1) year following any audit or final disposition of any disputed audit finding.
4. If the final disposition of any disputed audit finding is determined to be a disallowed cost that the Secretary of State has paid the County, the County shall return to the Secretary of State an amount equal to the disallowance.
5. County shall permit periodic site visits by the Secretary of State, or the Secretary of State's designee or designees, to determine if any Voting System Replacement Contract funds are being used or have been used in compliance with this Agreement and all applicable laws.

B. GENERAL PROVISIONS

1. Voting System Replacement Contract funds can only be used for the purposes for which the Voting System Replacement Contract funds are made.
2. No portion of any Voting System Replacement Contract funds shall be used for partisan political purposes. All contractors providing services are required to sign an agreement, please see Exhibit E – Additional Provisions, to abide by the Secretary of States' policy to refrain from engaging in political activities that call into question the impartiality of the Secretary of State's Office.
3. Proceeds received by the County for the sale of equipment or sensitive property originally purchased by funds shall be deposited in an interest-bearing account and used in accordance with procedures outlined in Exhibit A – SCOPE OF WORK, Section G - DISPOSAL OR SALE OF EQUIPMENT PURCHASED WITH VOTING SYSTEM REPLACEMENT CONTRACT FUNDING. Such sales shall be reported in writing to the Secretary of State within 30 days of completion. Interest earned on funds shall be reported to the Secretary of State within 90 days of the close of each fiscal year. Upon expenditure of these funds and interest earned, County will report such

EXHIBIT D
(Standard Agreement)

expenditure to the Secretary of State, along with documentation of such expenditure, including invoices, agreements or other documentation.

4. Funds not claimed by County within thirty (30) days of the end date of this contract, or any funds claimed by a county that are not approved for use by the Secretary of State within one hundred eighty (180) days of the end date of this contract, shall revert to the Secretary of State.
5. If funding for any fiscal year is reduced or deleted by the Budget Act for purposes of this Program, the State shall have the option to either cancel this Agreement with no liability occurring to the State, or offer an Agreement amendment to County to reflect any reduced amount.
6. This Agreement is subject to any restrictions, limitations or conditions enacted or promulgated by the United States Government, or any agency thereof, that may affect the provisions, terms or funding of Agreement in any manner.
7. County warrants by execution of this Agreement, that no person or selling agency has been employed or retained to solicit or secure this contract upon agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by County for the purpose of securing business. For breach or violation of this warranty, the State shall, in addition to other remedies provided by law, have the right to annul this contract without liability, paying only for the value of the work actually performed, or otherwise recover the full amount of such commission, percentage, brokerage, or contingent fee.
8. Nothing contained in this Agreement or otherwise, shall create any contractual relation between the State and any subcontractor or vendor, and no subcontractor shall relieve County of its responsibilities and obligations hereunder. County agrees to be as fully responsible to State for the acts and omissions of its subcontractors and of persons either directly or indirectly employed by any of them as it is for the acts and omissions of persons directly employed by County. County's obligation to pay its subcontractors is an independent obligation from the State's obligation to make payments to County. As a result, State shall have no obligation to pay or to enforce the payment of any moneys to any subcontractor or vendor of County.
9. If a county uses funding provided to it for activities described in Exhibit A – SCOPE OF WORK, Section E – USE OF FUNDS, #8, and those activities do not result in a voting system certified by the Secretary of State to comply with the California Voting Systems Standards by July 1, 2023, the county shall return the state funding provided for those activities to the State. If the county does not return the funding by June 30, 2024, the State Controller shall withhold any payment to the county in an equivalent amount, as directed by the California Department of Finance.

EXHIBIT E
(Standard Agreement)

ADDITIONAL PROVISIONS

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.

EXHIBIT E
(Standard Agreement)

- 8) No employee of or contractor with the Secretary of State's Office may use official authority or influence for the purpose of interfering with or attempting to affect the results of an election or a nomination for any public office.
- 9) No employee of or contractor with the Secretary of State's Office may directly or indirectly coerce or solicit contributions from subordinates in support of or in opposition to an election or nomination for office or a ballot measure.
- 10) An employee who is paid either partially or fully with federal funds, including the Help America Vote Act of 2002 (HAVA), is subject to the provisions of the federal Hatch Act, and is, therefore, prohibited from being a candidate for public office in a partisan election, as defined in the federal Hatch Act. However, any employee who is to be paid either partially or fully with funds pursuant to HAVA, shall first be consulted about the proposed funding and be informed about the prohibitions of the federal Hatch Act. The employee, whenever possible, shall be given the opportunity to engage in employment that does not involve HAVA funding.
- 11) Provisions limiting participation in political campaign-related activities as provided for in this policy statement shall be included in every contract with the Secretary of State's Office.

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

Exhibit F



City and County of San Francisco

Tails
Resolution

City Hall
1 Dr. Carlton B. Goodlett Place
San Francisco, CA 94102-4689

File Number: 190243

Date Passed: April 09, 2019

Resolution retroactively authorizing the Department of Elections to apply for, accept, and expend funds allocated by the California Secretary of State in an amount not to exceed \$3,011,500 to fund voting system replacement activities, for the period of July 1, 2018, through June 30, 2021.

April 03, 2019 Budget and Finance Sub-Committee - RECOMMENDED

April 09, 2019 Board of Supervisors - ADOPTED

Ayes: 11 - Brown, Fewer, Haney, Mandelman, Mar, Peskin, Ronen, Safai, Stefani, Walton and Yee

File No. 190243

I hereby certify that the foregoing Resolution was ADOPTED on 4/9/2019 by the Board of Supervisors of the City and County of San Francisco.

Angela Calvillo
Clerk of the Board

London N. Breed
Mayor

Date Approved

Exhibit F

FILE NO. 190243

RESOLUTION NO. 168-19

1 [Apply for, Accept, and Expend Funds - Retroactive - California Secretary of State - Voting
2 System Replacement Activities - \$3,011,500]

3 Resolution retroactively authorizing the Department of Elections to apply for, accept,
4 and expend funds allocated by the California Secretary of State in an amount not to
5 exceed \$3,011,500 to fund voting system replacement activities, for the period of July
6 1, 2018, through June 30, 2021.

7
8 WHEREAS, The State of California's Budget Act of 2018 allocated funds for the
9 California Secretary of State to reimburse counties on a dollar-for-dollar basis exclusively for
10 the cost of "voting system replacement activities," which include the replacement of voting
11 systems, electronic poll books; ballot on demand systems; vote by mail drop boxes; remote
12 accessible vote by mail systems; telecommunication technologies to facilitate voter
13 registration; vote by mail sorting and processing equipment; and research and development of
14 nonproprietary voting systems; and

15 WHEREAS, The California Secretary of State requires counties to certify, by resolution,
16 the approval of applications for funding before submission of said applications to the California
17 Secretary of State; and

18 WHEREAS, Counties may seek reimbursement where the county will spend matching
19 county funds on voting system replacement activities on a dollar-for-dollar basis, up to the
20 maximum amount of funds allocated for the contract; and

21 WHEREAS, Counties may claim reimbursement for expenses and activities
22 permissible under the terms of this Agreement that occur after April 29, 2015, and before June
23 30, 2021; now, therefore, be it

24 RESOLVED, That the Department of Elections is hereby authorized to apply for, accept,
25 and expend funds received from the California Secretary of State in an amount not to exceed

Exhibit F

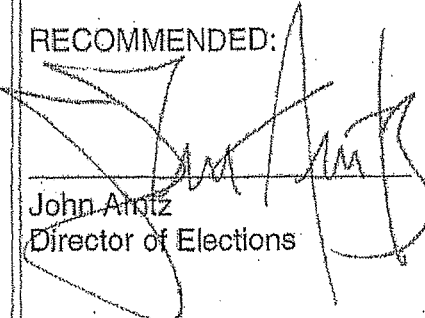
1 \$3,011,500.00 exclusively to fund "voting system replacement activities," as that term is
2 defined in the State of California's Budget Act of 2018; and be it

3 FURTHER RESOLVED, That the Department of Elections shall expend such funds
4 only on costs that are directly related to "voting system replacement activities," and shall not
5 expend such funds on costs that are indirectly related to such activities, including overhead
6 costs or personnel services;

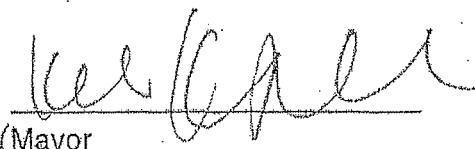
7 FURTHER RESOLVED, That the Director of Elections is authorized to enter into an
8 agreement, and amendments thereto, with the California Secretary of State on behalf of the
9 City and County of San Francisco for the acceptance and expenditure of these funds; and be
10 it

11 FURTHER RESOLVED, That the Board of Supervisors hereby waives inclusion of
12 indirect costs in the grant budget.

13
14
15 RECOMMENDED:

16 
17
18 John Antz
19 Director of Elections

APPROVED:

20 
21 for Mayor

22 
23 Controller
24
25

Exhibit G

San Francisco County

18G30138

Page 1 of 1

STATE OF CALIFORNIA - SECRETARY OF STATE

CONTRACTOR VOTING SYSTEM REPLACEMENT ACTIVITY REPORT

NAME		COMPANY NAME		Month/Year	Voting System Replacement Coordinator's Approval																																	
Contract Number:		Location (Sacto/LA)																																				
VOTING SYSTEM REPLACEMENT 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	
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21																																					0.0	
22																																					0.0	
23																																					0.0	
24																																					MONTHLY TOTAL	0.0
SIGNATURE OF CONTRACTOR		DATE																																				



CITY AND COUNTY OF SAN FRANCISCO
DEPARTMENT OF ELECTIONS

John Arntz, Director

To: Angela Calvillo, Clerk of the Board of the Supervisors

From: John Arntz, Director of the Department of Elections

Date: January 9, 2020

Subject: Accept and Expend Resolution for Voting System Replacement

Grant Title: Accept and Expend - Funds for Voting System and Election Management System Replacement Activities

Attached please find the original* and one copy of each of the following:

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

___ Grant information form, including disability checklist

___ Grant budget

___ Grant application

___ Letter of Intent or grant award letter from funding agency

___ Ethics Form 126 (if applicable)

___ Contracts, Leases/Agreements (if applicable)

___ Other (Explain):

Special Timeline Requirements:

Please review Accept and Expend Resolution for Voting System Replacement at the next regularly scheduled Board of Supervisors meeting on December 16, 2019.

Departmental representative to receive a copy of the adopted ordinance:

Name: John Arntz Phone: (415) 554-4375

Interoffice Mail Address: San Francisco City Hall
1 Dr Carlton B Goodlett Pl, Room 48
San Francisco, CA 94102

Certified copy required Yes [] No [X]

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

Print Form

Introduction Form

By a Member of the Board of Supervisors or Mayor

RECEIVED
 BOARD OF SUPERVISORS
 SAN FRANCISCO
 2020 MAR 10 AM 10:43
 Time Stamp
 or meeting date AK

I hereby submit the following item for introduction (select only one):

- 1. For reference to Committee. (An Ordinance, Resolution, Motion or Charter Amendment).
- 2. Request for next printed agenda Without Reference to Committee.
- 3. Request for hearing on a subject matter at Committee.
- 4. Request for letter beginning : "Supervisor [] inquiries"
- 5. City Attorney Request.
- 6. Call File No. [] from Committee.
- 7. Budget Analyst request (attached written motion).
- 8. Substitute Legislation File No. []
- 9. Reactivate File No. []
- 10. Topic submitted for Mayoral Appearance before the BOS on []

Please check the appropriate boxes. The proposed legislation should be forwarded to the following:

- Small Business Commission
- Youth Commission
- Ethics Commission
- Planning Commission
- Building Inspection Commission

Note: For the Imperative Agenda (a resolution not on the printed agenda), use the Imperative Form.

Sponsor(s):

Stefani

Subject:

Accept and Expend Funds - Retroactive - California Secretary of State - Voting System and Election Management System Replacement - \$1,949,859.50

The text is listed:

Resolution retroactively authorizing the Department of Elections to accept and expend funds allocated by the California Secretary of State in an amount not to exceed \$1,949,859.50 to fund voting system and election management system replacement, for the period of February 1, 2019 through June 30, 2022

Signature of Sponsoring Supervisor:

For Clerk's Use Only