

File No. 091401

Committee Item No. 2
Board Item No. _____

COMMITTEE/BOARD OF SUPERVISORS
AGENDA PACKET CONTENTS LIST

Committee: City Operations & Neighborhood Ser. Date: January 11, 2010

Board of Supervisors Meeting Date _____

Cmte Board

- | | | |
|-------------------------------------|--------------------------|--|
| <input type="checkbox"/> | <input type="checkbox"/> | Motion |
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | Resolution |
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| <input type="checkbox"/> | <input type="checkbox"/> | Legislative Digest |
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| <input type="checkbox"/> | <input type="checkbox"/> | Introduction Form (for hearings) |
| <input type="checkbox"/> | <input type="checkbox"/> | Department/Agency Cover Letter and/or Report |
| <input type="checkbox"/> | <input type="checkbox"/> | MOU |
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | Grant Information Form |
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| <input type="checkbox"/> | <input type="checkbox"/> | Subcontract Budget |
| <input type="checkbox"/> | <input type="checkbox"/> | Contract/Agreement |
| <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)

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Completed by: Victor Young

Date January 7, 2010

Completed by: Victor Young

Date _____

An asterisked item represents the cover sheet to a document that exceeds 25 pages. The complete document is in the file.



1 [Accept and expend grants in accordance with the California Secretary of State VOTE Grant
2 Program]

3
4 **Resolution authorizing the San Francisco Department of Elections to accept and**
5 **expend grant funds in an amount not to exceed \$249,998.41 for improving accessibility**
6 **to and participation in the election process for individuals with disabilities in**
7 **accordance with the California Secretary of State's VOTE Grant Program.**

8 WHEREAS, The California Secretary of State has been awarded grant funds from the
9 United States Department of Health and Human Services, Administration for Children and
10 Families, Administration on Developmental Disabilities, Voting Access for Individuals with
11 Disabilities (VOTE) under Section 261 of the Help America Vote Act (HAVA); and,

12 WHEREAS, The California Secretary of State has been delegated the responsibility to
13 oversee the VOTE Grant process to distribute the funds to counties through the competitive
14 VOTE Grant Program; and,

15 WHEREAS, The California Secretary of State has developed the VOTE Grant Program
16 to assist counties in increasing accessibility to voting such as assessing accessibility to polling
17 places and voting areas, obtaining materials and equipment to provide the same opportunity
18 for access and participation (including privacy and independence) to individuals with
19 disabilities as for other voters, to train elections officials and poll workers on how to best
20 promote access and participation of individuals with disabilities, and to provide individuals with
21 disabilities with information about the accessibility of polling places and voting; and,

22 WHEREAS, The Department of Elections prepared an Accessibility Program Plan that
23 described its proposed use of grant funds that included a timeline for completion and detailed
24 costs for each activity and associated category, and the Department of Elections consulted
25 with representatives from the Lighthouse for the Blind and Visually Impaired and the

1 Independent Living Resource Center and as well as considered feedback from poll workers
2 when considering its application; and,

3 WHEREAS, The Department of Elections' application for the VOTE Grant Program
4 funds has been accepted by the California Secretary of State and the entire amount
5 requested by the Department was granted; and,

6 WHEREAS, The Department of Elections must provide the Secretary of State with
7 detailed invoices prior to receiving reimbursement of funds expended in the course of the
8 VOTE Grant Program; and,

9 WHEREAS, The Department of Elections agrees to provide the Secretary of State with
10 a summary report on the Department's activities following each election which includes the
11 amount of funding expended, assessments and metrics of the quality of the activities and
12 materials, and public comment including community groups; and,

13 WHEREAS, The anticipated grant start date is January 4, 2010; and

14 WHEREAS, The grant terms prohibit including indirect costs in the grant budget; now,
15 be it

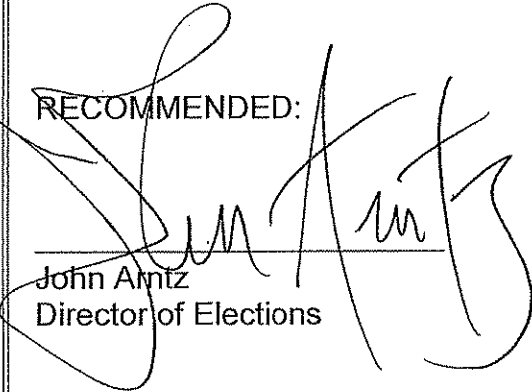
16 RESOLVED, That the Department of Elections is hereby authorized to accept and
17 expend grants under the California Secretary of State's VOTE Grant Program in an amount
18 not to exceed \$249,998.41 to improve accessibility to and participation in the elections
19 process for individuals with the full range of disabilities; and, be it

20 FURTHER RESOLVED, That the Board of Supervisors hereby waives inclusion of
21 indirect costs in the grant budget; and, be it

22 FURTHER RESOLVED, That the Director of Elections is authorized to enter into an
23 agreement with the California Secretary of State on behalf of the City and County of San
24 Francisco for the acceptance and expenditure of these funds granted under Section 261 of
25 the Help America Vote Act.

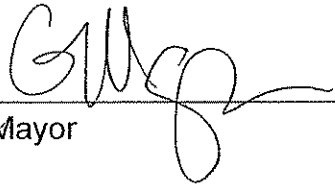
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RECOMMENDED:

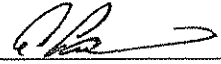


John Amtz
Director of Elections

APPROVED:



For Mayor



For Controller



TO: Angela Calvillo, Clerk of the Board of Supervisors
FROM: John Arntz, Director of Elections
DATE: November 30, 2009
SUBJECT: Accept and Expend Resolution for Subject Grant

GRANT TITLE: VOTE Grant Program

Attached please find the original and 4 copies of each of the following:

- Proposed grant resolution; original signed by Department, Mayor, Controller
- Grant information form, including disability checklist
- Grant budget
- Grant application
- Grant award letter from funding agency
- Other (Explain):

Special Timeline Requirements:

Departmental representative to receive a copy of the adopted resolution:

Name: Aura Mendieta

Phone: 554-4347

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

Certified copy required Yes No

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

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

Grant Information Form
(Effective March 2005)

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

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

1. Grant Title: VOTE Grant Program
2. Department: Department of Elections
3. Contact Person: Aura Mendieta Telephone: 554-4347
4. Grant Approval Status (check one):
 Approved by funding agency Not yet approved
5. Amount of Grant Funding Approved or Applied for: \$249,998.41
- 6a. Matching Funds Required: \$0
b. Source(s) of matching funds (if applicable): n/a
- 7a. Grant Source Agency: U.S. Dept. of Health and Human Services
b. Grant Pass-Through Agency (if applicable): California Secretary of State
8. Proposed Grant Project Summary:

The California Secretary of State has developed the VOTE Grant Program to assist counties in increasing accessibility to voting such as assessing accessibility to polling places and voting areas, obtaining materials and equipment to provide the same opportunity for access and participation (including privacy and independence) to individuals with disabilities as for other voters, to train elections officials and poll workers on how to best promote access and participation of individuals with disabilities, and to provide individuals with disabilities with information about the accessibility of polling places and voting.

9. Grant Project Schedule, as allowed in approval documents, or as proposed:

Start-Date: January 4, 2010

End-Date: December 31, 2012

- 10a. Amount budgeted for contractual services: \$15,000.

b. Will contractual services be put out to bid? No. The Department plans to enter a work order agreement with the Department of Public Works.

c. If so, will contract services help to further the goals of the department's MBE/WBE requirements?

d. Is this likely to be a one-time or ongoing request for contracting out? Yes.

11a. Does the budget include indirect costs? Yes No

b1. If yes, how much?

b2. How was the amount calculated?

c. 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):

c2. If no indirect costs are included, what would have been the indirect costs? The Department's estimated indirect costs represent approximately 10% of the grant total, or, approximately \$30,000.

12. Any other significant grant requirements or comments:

For an item or activity to be reimbursable they must be consistent with the four "General Uses" set forth by the Secretary of State.

****Disability Access Checklist****

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

Existing Site(s) Existing Structure(s) Existing Program(s) or Service(s)
 Rehabilitated Site(s) Rehabilitated Structure(s) New Program(s) or Service(s)
 New Site(s) New Structure(s)

14. The Departmental ADA Coordinator and/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 or Mayor's Office of Disability Reviewer: Shelby Zome
(Name)

Date Reviewed: 11/25/09

Department Approval: JOHN ARNIZ DIRECTOR
(Name) (Title)

[Signature]
(Signature)



DEBRA BOWEN | SECRETARY OF STATE | STATE OF CALIFORNIA
MANAGEMENT SERVICES | CONTRACT SERVICES
1500 11th Street, Room 460 | Sacramento, CA 95814 | Tel (916) 653-5974 | Fax (916) 653-8324 | www.sos.ca.gov

November 3, 2009

Mr. John Arntz
Director of Elections
San Francisco County
1 Dr. Carlton B. Goodlett Place, Room 48
San Francisco, CA 94102

Re: RFA #09-014 VOTE Grant Program II

Dear Mr. Arntz:

The Secretary of State's Office is pleased to inform you that your county's VOTE Grant Application has been reviewed and evaluated. Based upon this evaluation, your county will be granted \$249,998.41 in accordance with your Accessibility Program Plan. The entire amount requested was granted.

I have enclosed the contract for your signature. Please have all four copies signed immediately and returned to my attention at the address shown on our letterhead.

If you have any questions, feel free to contact me at (916) 653-5974.

Sincerely,

Raquelle Lassetter

Raquelle Lassetter, Contract Analyst
Contract Services

Enclosures



DEBRA BOWEN | SECRETARY OF STATE | STATE OF CALIFORNIA
MANAGEMENT SERVICES | CONTRACT SERVICES
1500 11th Street, Room 460 | Sacramento, CA 95814 | Tel (916) 653-5974 | Fax (916) 653-8324 | www.sos.ca.gov

November 3, 2009

San Francisco County
Attn: John Arntz
1 Dr. Carlton B Goodlett Pl Rm 168
San Francisco, CA 94102-4678

Subject: Agreement Number 09G26107

Complete the following item(s) and return to the address stated above within ten (10) business days, if necessary:

- STD. 213, Standard Agreement with attached exhibits. Please acquire the appropriate signature on the first page of the STD. 213, and the additional three single STD 213's and return to the address above. Fax and photocopies are not acceptable. A fully executed copy will be returned to you.
- STD. 213A, Standard Agreement Amendment. Please acquire the appropriate signature for the first page of the STD. 213A and the additional three single STD. 213A's and return. Fax and Photocopies are not acceptable. A fully executed copy will be returned to you.
- STD. 210, Short Form Contract. Please acquire the appropriate signature for the four single STD. 210's and return. Fax and Photocopies are not acceptable. A fully executed copy will be returned to you.
- STD. 65, Contract / Delegation Purchase Order. Enclosed is an executed copy for your records. You are now authorized to provide services.
- The enclosed agreement is signed on behalf of the Secretary of State. Please process and mail an executed copy of the agreement to the address above.
- Executed copy for your records.
- STD. 204 Payee Data Record (STD. 204) - Complete and return.
- CCC 307 Contractor Certification Clause - Complete and return.
- Please submit a copy of your Seller's Permit.
- Please submit a copy of the resolution, order, motion, or ordinance of your local governing body, which by law has granted the authority to enter into the proposed contract, authorizing execution of the agreement.

PAYEE DATA RECORD

(Required when receiving payment from the State of California in lieu of IRS W-9)
 STD. 204 (Rev. 6-2003)

1	<p>INSTRUCTIONS: Complete all information on this form. Sign, date, and return to the State agency (department/office) address shown at the bottom of this page. Prompt return of this fully completed form will prevent delays when processing payments. Information provided in this form will be used by State agencies to prepare Information Returns (1099). See reverse side for more information and Privacy Statement.</p> <p>NOTE: Governmental entities, federal, State, and local (including school districts), are not required to submit this form.</p>		
2	<p>PAYEE'S LEGAL BUSINESS NAME (Type or Print) <u>Department of Elections</u></p> <p>SOLE PROPRIETOR - ENTER NAME AS SHOWN ON SSN (Last, First, M.I.) _____ E-MAIL ADDRESS _____</p> <p>MAILING ADDRESS _____ BUSINESS ADDRESS _____</p> <p>CITY, STATE, ZIP CODE <u>SF. CA 94102</u> _____ CITY, STATE, ZIP CODE _____</p>		
3	<p>PAYEE ENTITY TYPE</p> <p><input type="checkbox"/> PARTNERSHIP</p> <p><input type="checkbox"/> ESTATE OR TRUST</p> <p><input type="checkbox"/> INDIVIDUAL OR SOLE PROPRIETOR</p> <p>CHECK ONE BOX ONLY</p>	<p>ENTER FEDERAL EMPLOYER IDENTIFICATION NUMBER (FEIN): <u>94-3248335</u></p> <p>CORPORATION:</p> <p><input type="checkbox"/> MEDICAL (e.g., dentistry, psychotherapy, chiropractic, etc.)</p> <p><input type="checkbox"/> LEGAL (e.g., attorney services)</p> <p><input type="checkbox"/> EXEMPT (nonprofit)</p> <p><input type="checkbox"/> ALL OTHERS</p> <p>ENTER SOCIAL SECURITY NUMBER: _____</p> <p style="font-size: small;">(SSN required by authority of California Revenue and Tax Code Section 18646)</p>	<p>NOTE: Payment will not be processed without an accompanying taxpayer I.D. number.</p>
4	<p>PAYEE RESIDENCY STATUS</p> <p><input type="checkbox"/> California resident - Qualified to do business in California or maintains a permanent place of business in California.</p> <p><input type="checkbox"/> California nonresident (see reverse side) - Payments to nonresidents for services may be subject to State income tax withholding.</p> <p style="margin-left: 20px;"><input type="checkbox"/> No services performed in California.</p> <p style="margin-left: 20px;"><input type="checkbox"/> Copy of Franchise Tax Board waiver of State withholding attached.</p>		
5	<p>I hereby certify under penalty of perjury that the information provided on this document is true and correct. Should my residency status change, I will promptly notify the State agency below.</p> <p>AUTHORIZED PAYEE REPRESENTATIVE'S NAME (Type or Print) _____ TITLE <u>Director</u></p> <p>SIGNATURE _____ DATE <u>11/13/09</u> TELEPHONE <u>(415) 554-4348</u></p>		
6	<p>Please return completed form to:</p> <p>Department/Office: <u>Secretary of State</u></p> <p>Unit/Section: <u>Management Services Division - Contract Services</u></p> <p>Mailing Address: <u>1500 11th Street, 4th Floor</u></p> <p>City/State/Zip: <u>Sacramento, CA 95814</u></p> <p>Telephone: (916) <u>653-5974</u> Fax: (916) <u>653-8324</u></p> <p>E-mail Address: <u>contractservices@sos.ca.gov</u></p>		

PAYEE DATA RECORD

STD 204 (Rev. 6-2003) (REVERSE)

1	<p>Requirement to Complete Payee Data Record, STD. 204</p> <p>A completed Payee Data Record, STD. 204, is required for payments to all non-governmental entities and will be kept on file at each State agency. Since each State agency with which you do business must have a separate STD. 204 on file, it is possible for a payee to receive this form from various State agencies.</p> <p>Payees who do not wish to complete the STD. 204 may elect to not do business with the State. If the payee does not complete the STD. 204 and the required payee data is not otherwise provided, payment may be reduced for federal backup withholding and nonresident State income tax withholding. Amounts reported on Information Returns (1099) are in accordance with the Internal Revenue Code and the California Revenue and Taxation Code.</p>								
2	<p>Enter the payee's legal business name. Sole proprietorships must also include the owner's full name. An individual must list his/her full name. The mailing address should be the address at which the payee chooses to receive correspondence. Do not enter payment address or lock box information here.</p>								
3	<p>Check the box that corresponds to the payee business type. Check only one box. Corporations must check the box that identifies the type of corporation. The State of California requires that all parties entering into business transactions that may lead to payment(s) from the State provide their Taxpayer Identification Number (TIN). The TIN is required by the California Revenue and Taxation Code Section 18646 to facilitate tax compliance enforcement activities and the preparation of Form 1099 and other information returns as required by the Internal Revenue Code Section 6109(a).</p> <p>The TIN for individuals and sole proprietorships is the Social Security Number (SSN). Only partnerships, estates, trusts, and corporations will enter their Federal Employer Identification Number (FEIN).</p>								
4	<p>Are you a California resident or nonresident?</p> <p>A corporation will be defined as a "resident" if it has a permanent place of business in California or is qualified through the Secretary of State to do business in California.</p> <p>A partnership is considered a resident partnership if it has a permanent place of business in California. An estate is a resident if the decedent was a California resident at time of death. A trust is a resident if at least one trustee is a California resident.</p> <p>For individuals and sole proprietors, the term "resident" includes every individual who is in California for other than a temporary or transitory purpose and any individual domiciled in California who is absent for a temporary or transitory purpose. Generally, an individual who comes to California for a purpose that will extend over a long or indefinite period will be considered a resident. However, an individual who comes to perform a particular contract of short duration will be considered a nonresident.</p> <p>Payments to all nonresidents may be subject to withholding. Nonresident payees performing services in California or receiving rent, lease, or royalty payments from property (real or personal) located in California will have 7% of their total payments withheld for State income taxes. However, no withholding is required if total payments to the payee are \$1,500 or less for the calendar year.</p> <p>For information on Nonresident Withholding, contact the Franchise Tax Board at the numbers listed below:</p> <table border="0"> <tr> <td>Withholding Services and Compliance Section:</td> <td>1-888-792-4900</td> <td>E-mail address:</td> <td>wscs.gen@ftb.ca.gov</td> </tr> <tr> <td>For hearing impaired with TDD, call:</td> <td>1-800-822-6268</td> <td>Website:</td> <td>www.ftb.ca.gov</td> </tr> </table>	Withholding Services and Compliance Section:	1-888-792-4900	E-mail address:	wscs.gen@ftb.ca.gov	For hearing impaired with TDD, call:	1-800-822-6268	Website:	www.ftb.ca.gov
Withholding Services and Compliance Section:	1-888-792-4900	E-mail address:	wscs.gen@ftb.ca.gov						
For hearing impaired with TDD, call:	1-800-822-6268	Website:	www.ftb.ca.gov						
5	<p>Provide the name, title, signature, and telephone number of the individual completing this form. Provide the date the form was completed.</p>								
6	<p>This section must be completed by the State agency requesting the STD. 204.</p>								
	<p>Privacy Statement</p> <p>Section 7(b) of the Privacy Act of 1974 (Public Law 93-579) requires that any federal, State, or local governmental agency, which requests an individual to disclose their social security account number, shall inform that individual whether that disclosure is mandatory or voluntary, by which statutory or other authority such number is solicited, and what uses will be made of it.</p> <p>It is mandatory to furnish the information requested. Federal law requires that payment for which the requested information is not provided is subject to federal backup withholding and State law imposes noncompliance penalties of up to \$20,000.</p> <p>You have the right to access records containing your personal information, such as your SSN. To exercise that right, please contact the business services unit or the accounts payable unit of the State agency(ies) with which you transact that business.</p> <p>All questions should be referred to the requesting State agency listed on the bottom front of this form.</p>								

STATE OF CALIFORNIA
STANDARD AGREEMENT
 STD 213 (Rev 06/03)

AGREEMENT NUMBER 09G26107
REGISTRATION NUMBER

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

STATE AGENCY'S NAME

Secretary of State

CONTRACTOR'S NAME

San Francisco County

2. The term of this Agreement is: January 4, 2010 or upon approval by Dept. of General Services, if required, whichever is later through December 31, 2012

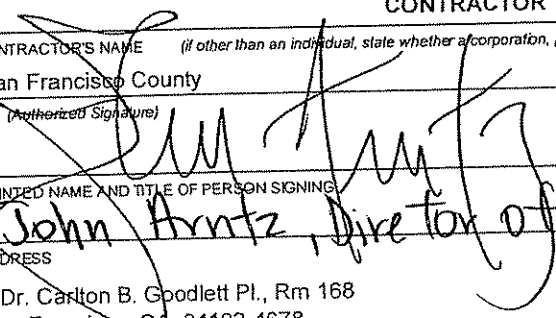
3. The maximum amount of this Agreement is: \$ 249,998.41
 Two hundred forty-nine thousand nine hundred ninety-eight dollars and forty-one cents

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.

Exhibit A - Scope of Work	1 page(s)
<input checked="" type="checkbox"/> Exhibit A -1	5 page(s)
Exhibit B - Budget Detail and Payment Provisions	5 page(s)
<input type="checkbox"/> Exhibit B -1	page(s)
Exhibit C* - General Terms and Conditions	GTC 307
Check mark one item below as Exhibit D:	
<input checked="" type="checkbox"/> Exhibit - D Special Terms and Conditions (Attached hereto as part of this agreement)	3 page(s)
<input type="checkbox"/> Exhibit - D* Special Terms and Conditions	
Exhibit E - Additional Provisions	2 page(s)
Exhibit F - County Resolution	page(s)
Exhibit G - Contractor HAVA Activity Report	1 page(s)

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/Standard+Language

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

CONTRACTOR	
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) 11/13/09
PRINTED NAME AND TITLE OF PERSON SIGNING John Arntz, Director of Elections	
ADDRESS 1 Dr. Carlton B. Goodlett Pl., Rm 168 San Francisco, CA 94102-4678	
STATE OF CALIFORNIA	
AGENCY NAME Secretary of State	
BY (Authorized Signature)	DATE SIGNED (Do not type)
PRINTED NAME AND TITLE OF PERSON SIGNING Dora Mejia, Chief, Management Services	
ADDRESS 1500 11th Street Sacramento, CA 95814	

California Department of General Services Use Only

Exempt per:

EXHIBIT A
(Standard Agreement)

SCOPE OF WORK

1. Introduction

The California Secretary of State has been awarded grant funds from the United States Department of Health and Human Services, Administration for Children and Families, Administration on Developmental Disabilities, Voting Access for Individuals with Disabilities (VOTE) under Section 261 of the Help America Vote Act (HAVA). These funds provide for improving accessibility to and participation in the elections process for individuals with the full range of disabilities. As California's Chief Elections Officer, the Secretary of State (SOS) will oversee the VOTE grant process to distribute funds to counties.

A. VOTE Grant Program

The purpose of this Grant Agreement is to provide "San Francisco" ("County") with federal reimbursement funds ("HAVA funds") in accordance with the Secretary of State VOTE Grant Program. Catalog of Federal Domestic Assistance (CFDA) Number 93.617, administered by the U.S. Department of Health and Human Services (DHHS), to assist in implementing HAVA Section 261, subject to the provisions of this Agreement and all requirements of state and federal law, regulations and procedures.

1. The program representatives during the term of Agreement will be:

For County: John Arntz

For State: Debbie O'Donoghue – (916) 653-6173

A. Use of Grant Funds

In accordance with the County's approved Accessibility Program Plan, Exhibit A-1, the approved funds in the amount of \$249,998.41 are to be used for one or more of the following activities:

1. Assessing Accessibility - Make polling places, including the path of travel, entrances, exits, and voting areas of each polling facility, accessible to individuals with disabilities.
2. Equipment and Activities to Improve Accessibility - Provide the same opportunity for access and participation (including privacy and independence) to individuals with disabilities as for other voters.
3. Training Materials and Programs - Train elections officials, poll workers, and election volunteers on how best to promote the access and participation of individuals with disabilities.
4. Educational and Informational Materials - Provide individuals with disabilities with information about the accessibility of polling places.

Exhibit A-1 describes the county's proposed use of grant funds in one or more of the four categories above, timelines for completion and cost associated with each category.



ATTACHMENT B
RFA # 09-014

VOTE Grant Program
Accessibility Program Plan

1. *What specific activities to improve access to voting or voting information and materials do you intend to make?*
 - a) Develop, film and distribute a closed-captioned accessibility video in three languages (English, Chinese and Spanish) in accordance with the Voting Rights Act and audio formats;
 - b) Produce and distribute an accessibility brochure in three languages and large print, Braille and audio formats;
 - c) Retrofit the Department's public counter currently used as a polling station during early voting to meet the Americans with Disabilities Act Accessibility Guidelines for Buildings and Facilities (ADAAG) and Title 24 of California Building Code;
 - d) Develop and administer an accessibility training program in addition to pre-existing training;
 - e) Purchase cameras;
 - f) Purchase accessible voting booths;
 - g) Purchase accessibility tools such as traffic cones, doorstops, clamp lights, floor lights, suitcase ramps, 3/4" x 42" threshold ramps, 1" x 42" threshold ramps and slip resistant mats;
 - h) Purchase 3ft and 6ft Americans with Disabilities Act (ADA) compliant folding tables and chairs.

2. *Why are these activities and improvements necessary? What accessibility problems exist in your county?*
 - a) The accessibility video will deliver consistent information to targeted communities about voter-related services and materials available for individuals with disabilities, and train pollworkers on meeting polling place accessibility requirements and providing assistance to voters with disabilities. The video will provide a strong supplement to the Department's outreach and training programs which are limited by available funds;
 - b) The accessibility brochure will provide a complete list of voting-related services and materials available for persons with disabilities. The Department widely advertises services, but does not have a unified, comprehensive document developed in accessible formats;
 - c) Necessary modifications of the Department's public counter to meet the requirements of the ADAAG and Title 24 of the California Building Code, will remove physical barriers that currently prevent equal access to information, services and voting for people with disabilities;
 - d) The accessibility training program will strengthen pollworkers' knowledge of accessibility issues and confidence in providing assistance to and protecting the rights of voters with disabilities. Due to the many required topics—see Secretary of State's *Pollworker Training Guidelines* (2006)—time spent on accessibility issues and sensitivity training in a regular training class is limited;
 - e) The cameras with video capability are necessary to document the condition and accessibility of polling places, the paths of travel leading to the voting area, condition of sidewalks, etc. and produce documentation to instruct delivery personnel and pollworkers how to correctly set up voting sites to meet accessibility requirements and where to place accessible mitigations;
 - f) The Department's current voting booths do not meet all ADA standards. Accessible voting booths at each polling place and at the early voting station will remove physical barriers allowing voters with disabilities to cast their vote privately and independently;

- g) The Department's inventory does not meet identified needs for mitigations at all polling places, and it is anticipated that further needs will be identified during Phases 4 and 5 of the 100% Accessibility Plan (see question 10);
 - h) In smaller polling places, there is insufficient room to set up all equipment and stations while still allowing sufficient space for voters using wheelchairs to conveniently turn and maneuver. Providing smaller accessible folding tables (3 feet x 3 feet) on which to set the AVC Edge voting machine will create the needed additional maneuvering space. Currently the Department does not own sufficient numbers of the small accessible tables to provide them to all voting sites that need them. The Department is also in need of additional chairs to afford voters who cannot stand for prolonged periods the opportunity to sit.
3. *How did you assess the need for specific activities and/or improvements in your county?*
- a) Upon consultation with the organizations serving people with disabilities such as LightHouse for the Blind and Visually Impaired and the Independent Living Resource Center and surveying pollworkers regarding the effectiveness of the accessibility video, the Department determined the need for the video;
 - b) The Department received feedback from organizations that advocate for persons with disabilities that availability of the universal accessibility brochure will assist their clients to become fully aware of the services and materials provided by the Department;
 - c) The ADAAG and Title 24 of California Building Code define accessibility requirements for public buildings;
 - d) Data gathered from training feedback forms showed pollworkers would like to gain confidence and knowledge about interacting with and providing services to voters with disabilities, and would find additional training very useful;
 - e) Precise documentation and pictures showing how to set up voting locations specifically those with limited space, have been requested by the pollworkers and election day support and troubleshooting personnel;
 - f) The dimensions for accessible voting booths are outlined by the ADA;
 - g) The Department reviewed the feedback from election day troubleshooters, pollworkers and voters to identify needed mitigations at the polling places;
 - h) The Department received voter and pollworker requests for additional chairs and accessible tables on Election Day.
4. *How will these activities and improvements mitigate existing conditions and help people with disabilities have equal access to voting and voting materials?*
- a) Distributed by disc, email, and as streaming video over the website, the accessibility video will further inform people with disabilities of available services and materials while allowing them to access information without loss of privacy and independence, as well as demonstrate to pollworkers how to meet accessibility requirements at polling places and how to interact with and assist voters with disabilities. Additionally, the video will be offered to organizations that serve people with disabilities to broaden dissemination of information to the targeted communities;
 - b) Provided to organizations that serve persons with disabilities for a wide distribution, mailed to targeted voters using client mailing lists of organizations that serve persons with disabilities and seniors, and distributed at outreach events, the accessibility brochure will provide a greater awareness of services, materials and specific accommodations available for voters with disabilities, furthering equal access and participation in the voting process;
 - c) Necessary adjustments to the height and width of the Department's public counter will remove physical barriers and provide equal access to voting to individuals with disabilities;
 - d) The accessibility training program focusing on accessibility requirements and assistance, including role-playing a variety of scenarios, will improve pollworkers' competence and confidence in serving voters with disabilities. Each polling place will be assigned at least one pollworker who completed this program to ensure expert service is available at each voting site.

- e) Visual instructions on how to utilize available space to properly set up an accessible polling place provided to pollworkers and election day troubleshooters will ensure barrier-free access to voting;
- f-h) Voting booths compliant with ADA standards, polling place mitigation items and availability of accessible tables and additional chairs will improve services provided to voters with disabilities and allow for equal access to voting and greater participation in the voting process.
5. *Who do you propose will do the work? Please give the title, job duties, experience or qualifications of each county staff member tasked for each activity or improvement.*
- a) Deputy Director-Operations, Precinct Services Manager and ADA Coordinator, Voter Outreach Manager, and Training Division Supervisor will script the content of the accessibility video in conjunction with the Mayor's Office on Disability, the LightHouse for the Blind and Visually Impaired and the Independent Living Resource Center and oversee the distribution to pollworkers, community-based organizations and individual voters;
- b) Precinct Services Manager and ADA Coordinator and Voter Outreach Manager will develop the content and format of the accessibility brochure in conjunction with the LightHouse for the Blind and Visually Impaired and oversee the distribution to voters and organizations;
- c) Department of Public Works, in consultation with the Mayor's Office on Disability, will develop a plan outlining necessary configurations to the public counter. The plan will be then executed by the Department of Public Works;
- d) Precinct Services Manager and ADA Coordinator and Training Division Supervisor, in consultation with the Mayor's Office on Disability and the Independent Living Resource Center, will create the accessibility training program curriculum;
- e-h) Deputy Director-Budget and Personnel will oversee purchase of the cameras, accessible voting booths, chairs and ADA-compliant tables.
6. *If a contractor will be employed for the purpose of executing a specific activity or improvement, what experience or qualifications will the contractor possess to execute the proposed activity or improvement?*
- a) To produce the video, the Department plans to contract with Olive Tree Communications, a media production firm. For translation of the video, the Department plans to contract with Jungle Communications, a full-service translation organization providing multilingual communications.
- b) For design and layout of the brochure, the Department plans to contract with O'Rourke Inc., a full service communications firm specializing in strategic social marketing campaigns. The brochure will be translated by Jungle Communications, and printed by California Lithographers, a full service business printer.
- c) The Department's office is located in City Hall. The use of the Department of Public Works is required for architectural modifications to any of the offices located in City Hall.
- e-h) N/A
7. *What is the total amount of money requested?*
- The San Francisco Department of Elections is requesting a total of \$249,998.41.
8. *What is the detailed cost associated with each activity within each category?*
9. *What is your timeline for completion?*
- Please see page 5 for projected costs and timelines.
10. *What have you done in the last five years to improve polling place accessibility in your county?*
- Polling places:** In 2003, the Department surveyed all precincts and, in collaboration with the Voting Accessibility Advisory Committee and the Mayor's Office on Disability, created a 3-phase, 100% Accessibility Plan for polling places. Upon completion of the first three phases of the plan, in an effort to ensure a free-barrier access to voting, the Department extended its plan and added Phases 4 and 5. Phases 1 and 2 identified and obtained available accessible sites. Phase 3 ranked remaining

inaccessible sites based on the severity of inaccessibility (e.g., stairs, steep entrance slope) and focused available resources on relocation and/or purchase of architectural aids for highest-priority sites. Phase 4 (ongoing) identified 93 polling places smaller than 300 square feet and is seeking first to relocate those that are inaccessible, and then to move those configured with the least amount of usable space. Due to these efforts, the number of inaccessible polling places was reduced from 21 in 2004 to 25 in November 2008; the entrance and interior accessibility of more than 90% of polling places has been upgraded through mitigation and relocation. Phase 5 will identify and address exterior accessibility issues such as steep slopes on or near site grounds.

Equipment: In compliance with HAVA and Proposition 41, in 2006 the Department purchased accessible voting machines for every polling place (currently in use: Sequoia Voting Systems AVC Edge). To allow voters with motor disabilities, limited dexterity and/or decreased upper extremity strength to vote independently in conjunction with the voting equipment, the Department purchased multi-user sip-and-puff devices and head pointers that are available upon request.

An accessible voting counter was purchased and installed for the early voting site.

Services: A TTY line was installed and its number is included in all Department communications. The public counter staff received training in basic ASL communication. The Department offers ASL interpretation during pollworker training classes upon request.

Information: In 2005, a sensitivity training packet was developed by the Department's ADA Coordinator in conjunction with the Mayor's Office on Disability and is now a required component of the hiring and orientation process for all Department employees.

In 2007, the Department redesigned its website to include large-print, audio-reader, and text-only options. Voters can look up information about their home polling place's accessibility on the website.

The Department produces audio versions and large-print versions of Voter Information Pamphlets each election.

In 2007, a Voter Information Kiosk was developed to unify voter information in the polling place and display materials in large-print and Braille.

Pollworker training was modified to include information on offering appropriate service and resources to voters with sight, hearing, speech, or mobility limitations.

11. What percentage of your operating budget have you dedicated to accessibility and why? Please list any limitations or restrictions.

The Department dedicates an average of 3% of its annual operating budget to accessibility when excluding the purchase and maintenance of accessible voting equipment. This funding provides a full time ADA Coordinator position who oversees polling places and accessibility of the Department's website, programs and materials and covers expenses related to accessibility mitigation items, voting materials in accessible formats, year-round outreach to voters with disabilities, and accessibility training for pollworkers.

While operating on a budget reduced by numerous and ongoing mandatory cuts imposed by the Mayor's Office and the City Controller's Office, the Department continues to dedicate resources to provide equitable opportunities and eliminate barriers to participation in the voting process for voters with disabilities. While the Department has been improving its accessibility programs continually, additional funding for the projects described in this plan will greatly enhance and extend the Department's services to people with disabilities living in San Francisco.

ACTION/ITEM	TIMELINE	TOTAL COST
A. Assessing Accessibility		
Purchase 3 cameras to document setup of accessible polling places	January 2010- March 2010	\$ 985.50
		\$ 985.50
B. Equipment and Activities to Improve Accessibility		
Purchase 144 traffic cones	January 2010- March 2010	\$ 11,586.33
Purchase 20 6ft ADA compliant folding tables	January 2010- March 2010	\$ 4,095.08
Purchase 20 3ft ADA compliant folding tables	January 2010- March 2010	\$ 2,599.31
Purchase 560 folding chairs	January 2010- March 2010	\$ 7,787.64
Purchase 45 doorstops	January 2010- March 2010	\$ 378.92
Purchase 50 clamp lights	January 2010- March 2010	\$ 657.00
Purchase 15 floor lamps	January 2010- March 2010	\$ 476.16
Purchase 2 suitcase ramps	January 2010- March 2010	\$ 766.50
Purchase 3 3/4" x 42" threshold ramps	January 2010- March 2010	\$ 328.50
Purchase 3 1" x 42" threshold ramps	January 2010- March 2010	\$ 492.75
Purchase 11 6ft X 4ft slip resistant mats	January 2010- March 2010	\$ 1,529.72
Purchase 500 accessible voting booths	January 2010- March 2010	\$ 151,110.00
Purchase 1 DVD duplicator	January 2010- March 2010	\$ 3,285.00
Renovate Department's public counter currently used as a polling station during early voting	January 2010- April 2010	\$ 15,000.00
		\$ 200,092.91
C. Training Materials and Programs		
Develop and produce ADA video	May 2010- August 2010	\$ 30,660.00
Develop accessibility training program	January 2010- April 2010	\$ 7,000.00
Invite disability expert to make presentation at training classes	January 2010- May 2010	\$ 2,500.00
		\$ 40,160.00
D. Educational and Informational Materials		
Develop and produce ADA Brochure	January 2010- April 2010	\$ 8,760.00
		\$ 8,760.00
		\$ 249,998.41

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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

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 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. Reimbursement of Funds

Funds will be reimbursed to the County in accordance with the items approved for the reimbursement under the Secretary of State approved portions of the County's Accessibility Program Plan, Exhibit A-1.

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Additionally, all items must comply with the below listings of items which are specifically approved as reimburseable and unreimburseable items:

A. Items Specifically Approved for Reimbursement

Items or procedures included on the following lists are presumed to be reimbursable, provided their intended use is consistent with one of the four General Uses set forth in the Request for Application. 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 expenditure is consistent with one of the four General Uses set forth in the Request for Application. The Secretary of State will reimburse for the following items or activities, including taxes on purchased goods:

1. Assessing Accessibility

- a. Tools to measure slope;
- b. Tools to measure width, turning area, etc;
- c. Tools to modify voting booths;
- d. Calculator;
- e. Survey kits;
- f. Clipboards;
- g. Tape measures;
- h. Polling Place Inspectors/Surveyors;
- i. Camera;
- j. Door pressure gauge.

2. Equipment and Activities to Improve Accessibility

- a. New accessible voting booths;
- b. Retrofitting voting booths;
- c. Retrofitting polling places for public buildings only and must be a regularly used polling place
- d. Adapter "kits" or other materials to make a voting station accessible;
- e. Signage (parking, directional, entrance, etc.);
- f. Table to provide accessibility;
- g. Chair (for seated voting);
- h. Supports for accessibility signage;
- i. Device/System to alert poll workers that a voter is at the curb, door, or otherwise needs assistance;
- j. Doorstops;
- k. Lighting;
- l. Low-vision pens;
- m. Magnifying devices;
- n. Mats or other materials to make the path of travel accessible;
- o. Pen grips;
- p. Temporary ramps (if wheel guides not included, may purchase wheel guides separately);
- q. Temporary handrails;
- r. Permanent handrails;
- s. Threshold covers or mats;
- t. Traffic cones or other materials to make parking temporarily accessible for voting;

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- u. Wedges;
- v. Audio translations (of voter education materials only);
- w. Consultants, contractors, or accessibility experts to improve polling place accessibility;
- x. Equipment for CD/DVD duplication;
- y. Accessibility web site development costs;
- z. Improving accessibility of web site.

3. Training Materials and Programs

- a. 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;
- b. Development, production, translation of video/DVD training materials;
- c. Equipment necessary to use videos/DVDs in training of poll workers or polling place inspectors;
- d. Stipends to compensate a trainer to train county poll worker trainers on issues specific to accessibility;
- e. Poll worker training that is specific to accessibility and in addition to pre-existing training, or a modification/improvement of pre-existing training;
- f. Disability or accessibility experts to make presentations at poll worker trainings.

4. Educational and Informational Materials

- a. 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;
- b. Public advertising of information on accessibility of polling places and voting;
- c. Mailers to disseminate information on services for persons with disabilities;
- d. Translation of existing materials related to accessibility into required languages;
- e. Reformatting and re-printing materials into "large-type";
- f. Readability analysis to simplify informational or instructional materials;
- g. 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.

B. Items Presumed to be Unreimbursable:

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

- 1) Administrative costs;
- 2) Batteries;
- 3) Blackberries (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;

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- 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 for purposes listed in footnote)¹;
- 20) Gift bags, pins, buttons, shirts or other promotional items for poll workers, voters or County staff;
- 21) Invitations;
- 22) Laptops;
- 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)¹;
- 26) Parking lot improvements;
- 27) Photographers;
- 28) Scanners;
- 29) Staff salaries of County employees not conducting one of the activities allowable in this Agreement;
- 30) Trailers;
- 31) Transportation to polling sites;
- 32) Vehicles – purchase, rental, or operating expenses (except rental vehicles used for purposes listed in footnote¹ on previous page).

5. 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.

6. Basis of Claims

Subject to the provisions of Paragraph F below related to the applicability of OMB Circular A-87, 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 C ('Uses of Funds') of Exhibit A 'Scope of Work'.

7. 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 C of Exhibit A 'Scope of Work';

¹Travel reimbursements for election officials performing accessibility assessments, for consultants advising election officials on accessibility issues, poll worker training, or voter education, for trainers conducting poll workers training or voter education or outreach activities.

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- (2) Include the total amount of the claim;
- (3) Identify whether additional claims are expected to be submitted;
- (4) Include the hourly charge of any contractor for which a claim is made for their time;
- (5) Include the hourly wage or monthly salary of any employee for which a claim is made for their salaries;
- (6) 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 work paid for as time and materials); and
- (7) 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.

8. Application Of OMB Circular A-87

OMB Circular A-87 ("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 OMB Circular A-87 may be found at <http://www.whitehouse.gov/omb/circulars>.

9. 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.

10. Deadline For Submitting Claims

The deadline for submitting any claim under this program is 90 days after the termination date of this agreement (no later than March 31, 2011).

11. Documentation To Be Submitted

Each claim shall include a cover page that identifies the activity or service in Exhibit A-1 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 OMB Circular A-87. The provisions of OMB Circular A-87 may be found at <http://www.whitehouse.gov/omb/circulars>.

12. Order Of Processing

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

**EXHIBIT C
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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:
<http://www.ols.dgs.ca.gov/Standard+Language>.

EXHIBIT D
(Standard Agreement)

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 93.617. 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 termination 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. 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.

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B. GENERAL PROVISIONS

1. The program is conditioned on State receiving reimbursement from the federal government pursuant to HAVA Section 261;
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 2, to abide by the Secretary of States' policy to refrain from engaging in political activities that call into question the impartiality of the Secretary of State's Office. County is to submit agreement signed by each employee of contractor's firm who worked for County pursuant to this Agreement with the County's first invoice.
4. The provisions of the federal *Hatch Act* shall apply to employees working for state and local entities receiving HAVA funds. The *Hatch Act* may be reviewed at http://www.osc.gov/documents/hatchact/ha_sta.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 termination 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 by June 1, 2010 shall constitute the County's express desire to forego its Grant Award and use of the County's grant funds.
7. 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;
8. 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;
9. Pursuant to federal policy, Agreement may be terminated by the State with 30-day written notice to County;
10. 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;
11. 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;

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12. 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 www.epls.gov

13. 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
(Standard Agreement)

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

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in public areas of the Secretary of State's Office; nor may an employee of or contractor with the Secretary of State's Office display political campaign-related posters or other materials on windows facing out of the state office building.

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

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

SECRETARY OF STATE

STATE OF CALIFORNIA - SECRETARY OF STATE

CONTRACTOR HAVA ACTIVITY REPORT

NAME		COMPANY NAME	Month/Year	HAVA Coordinator's Approval
Contract Number:		Location (Sacto/SF/LA/SD)		
HAVA ACTIVITY HOURS		DELIVERABLE NAME	ORG	HOURS
31	1	(Taken from proposal and contract)		
30	2			
29	3			
28	4			
27	5			
26	6			
25	7			
24	8			
23	9			
22	10			
21	11			
20	12			
19	13			
18	14			
17	15			
16	16			
15	17			
14	18			
13	19			
12	20			
11	21			
10	22			
9	23			
8	24			
7	25			
6	26			
5	27			
4	28			
3	29			
2	30			
1	31			
MONTHLY TOTAL				0.0
MONTHLY TOTAL		0.00	26	

SIGNATURE OF CONTRACTOR
DATE