

File No. 100 975

Committee Item No. _____
Board Item No. 59

COMMITTEE/BOARD OF SUPERVISORS

AGENDA PACKET CONTENTS LIST

Board of Supervisors Meeting

Date July 27, 2010

Cmte Board

- | | | |
|--------------------------|-------------------------------------|--|
| <input type="checkbox"/> | <input type="checkbox"/> | Motion |
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | Resolution |
| <input type="checkbox"/> | <input type="checkbox"/> | Ordinance |
| <input type="checkbox"/> | <input type="checkbox"/> | Legislative Digest |
| <input type="checkbox"/> | <input type="checkbox"/> | Budget Analyst Report |
| <input type="checkbox"/> | <input type="checkbox"/> | Legislative Analyst Report |
| <input type="checkbox"/> | <input type="checkbox"/> | Youth Commission Report |
| <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 type="checkbox"/> | <input checked="" type="checkbox"/> | Grant Information Form |
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | Grant Budget |
| <input type="checkbox"/> | <input type="checkbox"/> | Subcontract Budget |
| <input type="checkbox"/> | <input type="checkbox"/> | Contract/Agreement |
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | Award Letter |
| <input type="checkbox"/> | <input type="checkbox"/> | Application |
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OTHER (Use back side if additional space is needed)

<input type="checkbox"/>	<input type="checkbox"/>	_____
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Completed by: Annette Lonich Date July 22, 2010
 Completed by: _____ Date _____

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

INTRODUCTION FORM

By a member of the Board of Supervisors or the Mayor

RECEIVED
BOARD OF SUPERVISORS
SAN FRANCISCO

2010 JUL 20 AM 11:44

Time Stamp or
Meeting Date AK

I hereby submit the following item for introduction:

- 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 Committee hearing on a subject matter.
- 4. Request for letter beginning "Supervisor _____ inquires..."
- 5. City Attorney request.
- 6. Call file from Committee.
- 7. Budget Analyst request (attach written motion).
- 8. Substitute Legislation File Nos.
- 9. Request for Closed Session
- 10. Board to Sit as A Committee of the Whole

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 a different form.]

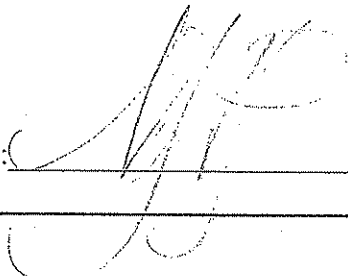
Sponsor(s): Supervisor Michela Alioto-Pier

SUBJECT: Accept and expend funds in accordance with the California Secretary of State HAVA Polling Place Accessibility Training Program

The text is listed below or attached:

See attached

Signature of Sponsoring Supervisor: _____



For Clerk's Use Only:

1 [Accept and Expend Funds - Polling Place Accessibility Training Program - Not to Exceed
2 \$5,000]

3 **Resolution authorizing the San Francisco Department of Elections to accept and**
4 **expend funds in an amount not to exceed \$5,000 for improving polling place**
5 **accessibility in accordance with the California Secretary of State's Help America Vote**
6 **Act Polling Place Accessibility Training Program.**

7 WHEREAS, The California Secretary of State has contracted with the state Department
8 of Rehabilitation to update the Polling Place Accessibility Guidelines; and,

9 WHEREAS, The California Secretary of State has developed the HAVA Polling Place
10 Accessibility Training Program to assist counties understand the new guidelines, learn
11 techniques for surveying polling places using the guidelines and to familiarize counties with
12 survey tools that counties can use to assess whether a polling place meets accessibility
13 standards; and,

14 WHEREAS, The California Secretary of State to encourage participation in the training
15 program, has made available up to \$5,000.00 for each participating county to spend on a
16 defined range of surveying activities and mitigation tools; and,

17 WHEREAS, the California Secretary of State has contracted with the state Department
18 of Rehabilitation to conduct training sessions on surveying polling places regarding
19 accessibility; and,

20 WHEREAS, The Department of Elections staff attended a regional training session;
21 and,

22 WHEREAS, The Department of Elections has prepared a plan that describes the
23 proposed uses of these funds and includes a timeline for completion and detailed costs for
24 each activity; and,
25

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

4 WHEREAS, The funds are to be spent March 16, 2010 through December 31, 2010;
5 now, be it

6 RESOLVED, That the Department of Elections is hereby authorized to accept and
7 expend funds under the California Secretary of State's HAVA Polling Place Accessibility
8 Training program in an amount not to exceed \$5,000.00 to improve polling place accessibility;
9 and, be it

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

13
14 RECOMMENDED:

APPROVED:

15
16 _____
17 John Arntz
18 Director of Elections

19 _____
20 Mayor

21 _____
22 Controller



TO: *Angela Calvillo, Clerk of the Board of Supervisors*
FROM: *John Arntz, Director of Elections*
DATE: *June 11, 2010*
SUBJECT: *Accept and Expend Resolution for Subject Grant*

GRANT TITLE: *HAVA EAID/261 funds for accessibility training*

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 January 2000)

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

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

1. Grant Title: HAVA EAID/261 funds for accessibility training
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: \$ 5,000
- 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 HAVA Polling Place Accessibility Training Program to assist counties understand the new guidelines, learn techniques for surveying polling places using the guidelines and to familiarize counties with survey tools that counties can use to access whether a polling place meets accessibility standards.
9. Grant Project Schedule, as allowed in approval documents, or as proposed:
Start-Date: March 16, 2010 End-Date: December 31, 2010
10. Number of new positions created and funded: N/A
11. If new positions are created, explain the disposition of employees once the grant ends? N/A
- 12a. Amount budgeted for contractual services: N/A
b. Will contractual services be put out to bid? N/A
c. If so, will contract services help to further the goals of the department's MBE/WBE requirements? N/A
d. Is this likely to be a one-time or ongoing request for contracting out? N/A

13a. 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

Other (please explain):

To maximize use of grant funds on direct services

14. Any other significant grant requirements or comments:

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

****Disability Access Checklist****

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

Existing Site(s)

Rehabilitated Site(s)

New Site(s)

Existing Structure(s)

Rehabilitated Structure(s)

New Structure(s)

Existing Program(s) or Service(s)

New Program(s) or Service(s)

16. 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: Jennifer Novak, ADA Coordinator
(Name)

Date Reviewed: 6/14/10

Department Approval: John Arretz 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

March 10, 2010

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

Subject: Agreement Number 09G26138

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.

AGREEMENT NUMBER 09G26138
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: **March 16, 2010 or upon approval by Dept. of General Services, if required, whichever is later through December 31, 2010**

3. The maximum amount of this Agreement is: **\$5,000.00**
 Five thousand dollars and zero cents

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

Exhibit A – Scope of Work	3 pages
Exhibit A-1 – Polling Place Accessibility Surveyor Training Program	1 page
Exhibit B – Budget Detail and Payment Provisions	3 pages
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 pages
<input type="checkbox"/> Exhibit - D* Special Terms and Conditions	
Exhibit E – Additional Provisions	2 pages
Exhibit F – County Resolution	Page(s)
Exhibit G – Contractor HAVA Activity Report	1 pages

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

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) 6/10/10	
PRINTED NAME AND TITLE OF PERSON SIGNING John Hertz, 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 11 th Street, Sacramento, CA 95814		
		<input checked="" type="checkbox"/> Exempt per: GC 14616

EXHIBIT A
(Standard Agreement)

SCOPE OF WORK

A. NAME OF PROGRAM

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

B. PURPOSE OF AGREEMENT

The purpose of this Agreement is to provide the County of San Francisco ("County") with federal reimbursement funds ("HAVA funds"), CFDA Number 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. The provisions of this Agreement are to be interpreted to further this purpose.

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

For County: John Arntz (415) 554-4348

For State: Kaye Kaufman (916) 657-2376

C. USES OF FUNDS

1. General Uses

Provided that the County has notified the Secretary of State of its intention to enter into this contract by March 1, 2010, per the County Clerk/Registrar of Voters (CCROV Memorandum #10064), and further that at least one County employee or agent attends one of the regional training sessions sponsored by the Secretary of State as noted in Exhibit A-1, any funds received pursuant to this program shall be used by County only for one or more of the following purposes, except as otherwise stated in Paragraph C.3 of this exhibit:

- a. Reimbursement of the cost of survey tool kits or survey supplies and travel expenses directly related the participation of County employees or agents in regional training sessions sponsored by the Secretary of State as noted in Exhibit A-1.
- b. Reimbursement for staff salaries and benefits for polling place accessibility surveys that are conducted following the participation of County employees or agents in one of the regional training sessions sponsored by the Secretary of State as noted in Exhibit A-1.
- c. Reimbursement for other expenses as provided below incurred to make polling places, including the path of travel, entrances, exits, and voting areas of each polling facility, accessible to individuals with the full range of disabilities that enhance access and participation of individuals with the full range of disabilities in elections for Federal and State office, and to provide the same opportunity for access and participation (including privacy and independence) to individuals with the full range of disabilities as for other voters. For these purposes, items included on the following lists are presumed to be reimbursable, provided that their intended use is consistent with the General Uses set forth above. The county may perform activities identified as approved for reimbursement, or may contract for the performance of the activities. The Secretary of State shall be the sole determiner of whether an expenditure is consistent with the

EXHIBIT A
(Standard Agreement)

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

2. Items Specifically Approved for Reimbursement

a. Assessing Accessibility

- (1) Tools to measure slope;
- (2) Tools to measure width, turning area, etc.;
- (3) Tools to modify voting booths;
- (4) Calculator;
- (5) Survey kits;
- (6) Clipboards;
- (7) Tape measures;
- (8) Polling Place Inspectors/Surveyors;
- (9) Camera;
- (10) Door pressure gauge.

b. Equipment and Activities to Improve Accessibility

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

EXHIBIT A
(Standard Agreement)

3. 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 purpose of providing guidance to Counties. 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) Catering;
- (8) Computers;
- (9) Other office equipment, including but not limited to fax machines and copiers, unless prior approval has been obtained from the granting agency;
- (10) Office supplies, including but not limited to paper, pens and post-it notes;
- (11) Concrete paving for parking lots and spaces;
- (12) Concrete ramps;
- (13) DREs/other voting equipment (can be purchased with other HAVA funds);
- (14) Emergency exit signs;
- (15) Facility rental;
- (16) Permanent modifications or improvements to private or non-governmental structures, including, but not limited to private residences and places of worship;
- (17) Food;
- (18) Gas (except travel reimbursements for purposes listed in footnote)¹;
- (19) Gift bags, pins, buttons, shirts or other promotional items for poll workers, voters or County staff;
- (20) Invitations;
- (21) Laptops;
- (22) Light bulbs;
- (23) Modifications to mobile voter education vehicle, unless that vehicle is used as a polling place;
- (24) Parking fees (except travel reimbursements for purposes listed in footnote)¹;
- (25) Parking lot improvements;
- (26) Photographers;
- (27) Poll worker training;
- (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 travel reimbursements for purposes listed in footnote)¹;
- (33) Voter Education.

¹Travel reimbursements for election officials attending polling place accessibility training or performing accessibility assessments

EXHIBIT A-1
(Standard Agreement)

Polling Place Accessibility Surveyor Training Program

All trainings (Except Los Angeles) will be held from 9:00 a.m. – 4:00 p.m. with an hour lunch break

Thursday, March 11, 2010 - Northern Area Training

Hosted by: Shasta County

Location: Shasta County Elections Office, 1643 Market Street, Redding, CA 96001

Northern Area Counties: Colusa, Del Norte, Glenn, Humboldt, Lake, Lassen, Mendocino, Modoc, Plumas, Shasta, Siskiyou, Tehama, and Trinity

Tuesday, March 16, 2010 - Bay Area Training

Hosted by: Solano County

Location: Solano County Administrative Center, 675 Texas Street, Fairfield, CA 94533

Bay Area Counties: Alameda, Contra Costa, Marin, Monterey, Napa, San Benito, San Francisco, San Mateo, Santa Clara, Santa Cruz, Solano, and Sonoma

Wednesday, March 17, 2010 - Motherlode Area Training

Hosted by: Sacramento County

Location: Sacramento County Elections Office, 7000 65th Street, Sacramento, CA 95823

Motherlode Area Counties: Alpine, Amador, Butte, Calaveras, El Dorado, Mono, Nevada, Placer, Sacramento, Sierra, Sutter, Tuolumne, Yolo, and Yuba

Monday, March 22 and Tuesday, March 23, 2010 - Los Angeles County Training

(half-day sessions – Monday afternoon, Tuesday morning)

Hosted by: Los Angeles

Location: Los Angeles County Elections Office, 12400 Imperial Highway, Norwalk, CA 90650

Los Angeles County

Wednesday, March 24, 2010 - Southern Area Training

Hosted by: Orange County

Location: Orange County Elections Office, 1300 South Grand Ave. Bldg. C

Santa Ana, CA 92705

Southern Area Counties: Imperial, Inyo, Kern, Orange, Riverside, San Bernardino, San Diego, Santa Barbara, and Ventura

Monday, March 29, 2010 - Central Area Training

Hosted by: Stanislaus County

Location: Salida County Library, 4835 Sisk Road, Salida, CA 95368

Central Area Counties: Fresno, Kings, Madera, Mariposa, Merced, San Joaquin, San Luis Obispo, Stanislaus, and Tulare.

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:

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

2. Budget Contingency Clause

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

3. Federal Funds

- A. It is mutually understood between the parties that this contract may have been written for the mutual benefit of both parties before ascertaining the availability of congressional appropriation of funds, to avoid program and fiscal delays that would occur if the contract were executed after that determination was made.
- B. This contract is valid and enforceable only if the United State Government for the fiscal year 09/10 for the purpose of this program makes sufficient funds available to the state. In addition, this contract is subject to any additional restrictions, limitations, or conditions enacted by the Congress or to any statute enacted by the Congress that may affect the provisions, terms, or funding of this contract in any manner.
- C. The parties mutually agree that if the Congress does not appropriate sufficient funds for the program, this contract shall be amended to reflect any reduction in funds.
- D. The department has the option to **invalidate** the contract under the 30-day cancellation clause or to amend the contract to reflect any reduction in funds.

EXHIBIT B
(Standard Agreement)

4. Maximum Amount Of HAVA Funds To Be Provided To County Under This Program

County shall not receive, pursuant to Agreement, more than \$5,000.00 in the aggregate.

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 Item No. 8 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:

- (a) Contain a face sheet that summarizes each expenditure made by the categories set forth in Paragraph C of Exhibit A 'Scope of Work';
- (b) Include the total amount of the claim;
- (c) Identify whether additional claims are expected to be submitted;
- (d) Include the hourly charge of any contractor for which a claim is made for their time;
- (e) Include the hourly wage or monthly salary of any employee for which a claim is made for their salaries;
- (f) 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
- (g) 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.

**EXHIBIT B
(Standard 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. Deadline For Processing 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.

10. Payments Of Claims

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

11. Deadline For Submitting Claims

The deadline for submitting any claim under this program is 60 days after the termination date of this agreement.

12. Multiple Claims

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

13. Documentation To Be Submitted

Each claim shall include a cover page that identifies the activity or service in Exhibit A and the dollar amount associated with each activity or service for which funds are being sought. Each claim shall also include originals or true copies of all invoices, agreements, or other documentation that support the claim, including all documentation required by OMB Circular A-87. The provisions of OMB Circular A-87 may be found at <http://www.whitehouse.gov/omb/circulars>.

14. Order Of Processing

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

15. Work Outside Of The Scope Of Work

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

EXHIBIT C
(Standard Agreement)

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.dqs.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.

EXHIBIT D
(Standard Agreement)

B. GENERAL PROVISIONS

1. The program is conditioned on State receiving reimbursement from the federal government pursuant to HAVA Section 261, for federal fiscal years 2003, 2004, 2005, 2006, and 2007-08;
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 this contract within 60 days of the date on which this contract is made available shall constitute an express desire to forego its use of the County's proportionate share of these funds, which may result in reallocation of that County's proportionate share of funds to other counties for the purposes provided under this contract.
7. Funds not claimed by County within 90 days of the end date of this contract, or any funds claimed by a county that are not approved for county use by the Secretary of State within 180 days of the end date of this contract, shall be reallocated to the Counties based on need and may only be used to meet Section 261 of HAVA;
8. If funding for any fiscal year is reduced or deleted by the Budget Act for purposes of this program, the State shall have the option to either cancel Agreement with no liability occurring to the State, or offer an Agreement amendment to County to reflect any reduced amount;
9. Agreement is subject to any restrictions, limitations or conditions enacted or promulgated by the United States Government, or any agency thereof, that may affect the provisions, terms or funding of Agreement in any manner;
10. Pursuant to federal policy, Agreement may be terminated by the State with 30-day written notice to County;
11. County warrants by execution of Agreement, that no person or selling agency has been employed or retained to solicit or secure this contract upon agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by County for the purpose of securing business. For breach or violation of this warranty, the State shall, in addition to other remedies provided by law, have the right to annul this contract without liability, paying only for the value of the work actually performed, or otherwise recover the full amount of such commission, percentage, brokerage, or contingent fee;

**EXHIBIT D
(Standard Agreement)**

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

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

14. 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 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 on the contract in Exhibit A.

