

FORM APPROVED COUNTY COUNSEL

BY: *Robert M. Pepper, Jr.* 10/12/07 DATE

**SUBMITTAL TO THE BOARD OF SUPERVISORS
COUNTY OF RIVERSIDE, STATE OF CALIFORNIA**

537



FROM: Registrar of Voters

SUBMITTAL DATE:
October 12, 2007

SUBJECT: Help America Vote Act (HAVA) Elections Assistance for Individuals with Disabilities (EAID) Section 261 Program

RECOMMENDED MOTION: That the Board of Supervisors: 1) authorize the Chairman to sign the Agreement with the Secretary of State for federal reimbursement funds to assist in implementing Section 261 of the Help America Vote Act; and 2) direct the Auditor Controller to adjust appropriations and estimated revenues as provided in Attachment A.

BACKGROUND: Help America Vote Act (HAVA) Section 261 provides for payment to state and local governments to assure access to voting for individuals with disabilities. The County is eligible for \$128,089 in reimbursement for polling place accessibility enhancements, improving the opportunity for access and participation to individuals with disabilities, accessibility training of election offices, poll workers and election volunteers, and providing information about the accessibility of polling places. The term of the Agreement is from October 15, 2007 to May 31, 2008.

Barbara Dunmore
BARBARA DUNMORE, Registrar of Voters

FINANCIAL DATA

Current F.Y. Total Cost:	\$ 128,089	In Current Year Budget:	No
Current F.Y. Net County Cost:	\$ 0	Budget Adjustment:	Yes
Annual Net County Cost:	\$ 0	For Fiscal Year:	07/08

SOURCE OF FUNDS: Federal Help America Vote Act (HAVA) funds.	Positions To Be Deleted Per A-30	<input type="checkbox"/>
	Requires 4/5 Vote	<input checked="" type="checkbox"/>

C.E.O. RECOMMENDATION:

APPROVE

BY: *Jennifer L. Sargent*
Jennifer L. Sargent

County Executive Office Signature

- Dep't Recomm.: Consent Policy
- Per Exec. Ofc.: Consent Policy

Prev. Agn. Ref.: | **District:** ALL | **Agenda Number:**

ATTACHMENTS FILED
WITH THE CLERK OF THE BOARD

3.37

Departmental Concurrence

FISCAL PROCEDURES APPROVED
ROBERT E. BYRD, AUDITOR-CONTROLLER
BY: *Susana Garcia-Bocanegra* 10/16/07
SUSANA GARCIA-BOCANEGRA

ATTACHMENT A

INCREASE APPROPRIATIONS

10000-1700100000-527780	Special Program Expense	\$128,089
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INCREASE ESTIMATED REVENUE

10000-1700100000-751680	CA-State Grant Revenue	\$128,089
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STATE OF CALIFORNIA
STANDARD AGREEMENT
 STD 213 (Rev 06/03)

AGREEMENT NUMBER 07G26121
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
Riverside County

2. The term of this Agreement is: **October 15, 2007 or upon approval by Dept. of General Services, if required, whichever is later through May 31, 2008**

3. The maximum amount of this Agreement is: **\$128,089.09**
One hundred twenty-eight thousand eighty-nine dollars and nine 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	4 pages
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.
 These documents can be viewed at www.ols.dgs.ca.gov/Standard+Language

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.) Riverside County		
BY (Authorized Signature) 	DATE SIGNED (Do not type)	
PRINTED NAME AND TITLE OF PERSON SIGNING		
ADDRESS 2724 Gateway Drive Riverside, CA 92507-0918		
FORM APPROVED COUNTY COUNSEL		
BY:  ROBERT M. PEPPER, JR. DATE 10/17/07		
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		

**EXHIBIT A
(Standard Agreement)**

SCOPE OF WORK

A. NAME OF PROGRAM

This program shall be known as "HAVA Elections Assistance for Individuals with Disabilities (EAID) Section 261 Program."

B. PURPOSE OF AGREEMENT

The purpose of this Agreement is to provide the County of Riverside ("County") with federal reimbursement funds ("HAVA funds") 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: Barbara Dunmore (951) 486-7330

For State: Debbie O'Donoghue (916) 853-6173

C. USES OF FUNDS

1. General Uses

Any funds received pursuant to this program shall be used by County only for one or more of the following purposes, except as otherwise provided below:

- a. Polling Place Accessibility – County may use a grant 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 to enhance access and participation of individuals with the full range of disabilities in elections for Federal and State office;
- b. Equal Opportunity – County may use a grant 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;
- c. Accessibility Training – County may use a grant to train elections officials, poll workers, and election volunteers on how best to promote the access and participation of individuals with the full range of disabilities in elections for Federal and State office;
- d. Access Information – County may use a grant to provide individuals with the full range of disabilities with information about the accessibility of polling places.

2. Items Specifically Approved for Reimbursement

Items or procedures included on the following lists are presumed to be reimbursable, provided that their intended use is consistent with the General Uses set forth above. The county may perform activities identified as approved for reimbursement, or may contract for the performance of the activities. The Secretary of State shall be the sole determiner of whether an expenditure is consistent with the General Uses as set forth above. The Secretary of State will reimburse for the following items or activities, including taxes on purchased goods:

EXHIBIT A
(Standard Agreement)

c. Training Materials and Programs

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

d. Educational and Informational Materials

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

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) Cassette tapes;
- (8) Catering;
- (9) Computers;
- (10) Other office equipment, including but not limited to fax machines and copiers, unless prior approval has been obtained from the granting agency;
- (11) Office supplies, including but not limited to paper, pens and post-it notes;
- (12) Concrete paving for parking lots and spaces;
- (13) Concrete ramps;

EXHIBIT B
(Standard Agreement)

BUDGET DETAIL AND PAYMENT PROVISIONS

1. **Invoicing and Payment**

- A. For services satisfactorily rendered, and upon receipt and approval of the invoices submitted with supporting documentation, the State agrees to compensate the Contractor for actual expenditures incurred in accordance with the rates specified herein, which is attached hereto and made a part of this Agreement.
- B. Invoices shall include the Agreement Number and shall be submitted in triplicate not more frequently than monthly in arrears to:

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

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 07/08 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)

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 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. 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)

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)

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.