

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

758



**SUBMITTAL DATE:**  
5/11/11

**FROM:** Registrar of Voters

**SUBJECT:** Acceptance of \$238,148 in Help America Vote Act (HAVA), Section 261 Reimbursement Funds and Budget Adjustment.

**RECOMMENDED MOTION:** That the Board of Supervisors:

- 1) Approve the standard agreement between the County of Riverside Registrar of Voters (ROV) and the Secretary of State Office to receive and implement Help America Vote Act (HAVA), Vote Grant III Program funding as listed in Attachment "A";
- 2) Authorize the Registrar of Voters, or her designee, to execute Agreement No.10G26105, and execute renewals and amendments in accordance with Board Policy A-30; and
- 3) Approve the budget adjustment in Attachment "B" and direct the Auditor-Controller to make necessary budget adjustments to conform to the budget adjustment in Attachment "B".

**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 using a competitive RFA process. The Registrar of Voters submitted RFA # 10-018 and was awarded \$238,148. Reimbursement funds awarded are to be used for training election workers, accessibility mitigation assessment and mitigation tools. Execution of the attached Agreement will allow the Registrar of voters to seek reimbursement of funds expended in fiscal years 2010/11 through 2012/13.

*Kari Verjil*  
KARI VERJIL  
Registrar of Voters

<b>FINANCIAL DATA</b>	Current F.Y. Total Cost:	\$ 238,148	In Current Year Budget:	No
	Current F.Y. Net County Cost:	\$ 0	Budget Adjustment:	Yes
	Annual Net County Cost:	\$ 0	For Fiscal Year:	2010/11

<b>SOURCE OF FUNDS:</b> State 100%	Positions To Be Deleted Per A-30	<input type="checkbox"/>
	Requires 4/5 Vote	<input checked="" type="checkbox"/>

**C.E.O. RECOMMENDATION:**

**APPROVE**

BY: *Stephanie Persi*  
Stephanie Persi

**County Executive Office Signature**

FISCAL PROCEDURES APPROVED  
 PAUL ANGULO, CPA, AUDITOR-CONTROLLER  
 BY: *Samuel Wong* DATE: 5/11/11  
 Departmental Counsel SAMUEL WONG  
 FORM APPROVED COUNTY COUNSEL  
 BY: *Lanisa R. Buck-Kevina* DATE: 5/11/11

Policy  
 Policy  
 Consent  
 Consent

**MINUTES OF THE BOARD OF SUPERVISORS**

On motion of Supervisor Buster, seconded by Supervisor Ashley and duly carried by unanimous vote, IT WAS ORDERED that the above matter is approved as recommended.

Ayes: Buster, Tavaglione, Stone, Benoit and Ashley  
 Nays: None  
 Absent: None  
 Date: May 24, 2011  
 xc: ROV, Auditor

Kecia Harper-Ihem  
 Clerk of the Board  
 By: *Kecia Harper-Ihem*  
 Deputy

Prev. Agn. Ref.: \_\_\_\_\_ District: \_\_\_\_\_ Agenda Number: \_\_\_\_\_  
 ATTACHMENTS FILED WITH THE CLERK OF THE BOARD

**3.41**

Dep't Recomm.: \_\_\_\_\_  
 Per Exec. Ofc.: \_\_\_\_\_

**Attachment A**

Secretary of State Contract Services Agreement Number 10G26105

**Attachment B**

**Increase Estimated Revenue**

10000-1700100000-755320 CA-Misc State Reimbursements \$238,148

**Increase Appropriations**

10000-1700100000-527780 Special Program Expense \$238,148

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

WHEN DOCUMENT IS FULLY EXECUTED RETURN  
**CLERK'S COPY**  
 to Riverside County Clerk of the Board, Stop 1010  
 Post Office Box 1147, Riverside, Ca 92502-1147  
 Thank you.

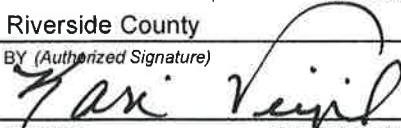


AGREEMENT NUMBER <b>10G26105</b>
REGISTRATION NUMBER <b>1163173</b>

- 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
- The term of this Agreement is: May 1, 2011 or upon approval by Dept. of General Services, if required, whichever is later through March 31, 2013
- The maximum amount of this Agreement is: \$ 238,148.00  
 Two hundred thirty eight thousand one hundred forty eight dollars and zero cents
- 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	2 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-610
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 Actiivty 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](http://www.dgs.ca.gov/Standard+Language)

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

<b>CONTRACTOR</b>		California Department of General Services Use Only  <div style="border: 1px solid blue; padding: 5px; text-align: center;">           APPROVED            JUN 28 2011            DEPT OF GENERAL SERVICES         </div>
CONTRACTOR'S NAME (if other than an individual, state whether a corporation, partnership, etc.) <u>Riverside County</u>		
BY (Authorized Signature) 	DATE SIGNED (Do not type) <u>5-31-11</u>	
PRINTED NAME AND TITLE OF PERSON SIGNING <u>Kari Verjil, Registrar of Voters</u>		
ADDRESS <u>2724 Gateway Drive Riverside, CA 92507</u>		
<b>STATE OF CALIFORNIA</b>		
AGENCY NAME <u>Secretary of State</u>		<input type="checkbox"/> Exempt per: <div style="text-align: right; margin-top: 20px;">  </div>
BY (Authorized Signature) 	DATE SIGNED (Do not type) <u>6/9/2011</u>	
PRINTED NAME AND TITLE OF PERSON SIGNING <u>Dora Mejia, Chief, Management Services</u>		
ADDRESS <u>1500 11th Street Sacramento, CA 95814</u>		

FORM APPROVED COUNTY COUNSEL  
 BY: Larica R-Mckenna 5/24/11  
 DATE: 5/24/2011 3:41



**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

April 5, 2011

Riverside County  
Attn: Kari Verjil  
2724 Gateway Drive  
Riverside, CA 92507

Subject: Agreement Number 10G26105

**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.**



ATTACHMENT A

**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

RECEIVED

11 APR 11 PM 1:16

REGISTRAR OF VOTERS  
COUNTY OF RIVERSIDE

April 5, 2011

Ms. Kari Vergil  
Registrar of Voters  
Riverside County  
2724 Gateway Drive  
Riverside, CA 92507

Re: RFA #10-018 VOTE Grant III Program

Dear Ms. Vergil:

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 \$238,148.00 in accordance with your Accessibility Program Plan.

The entire amount requested was not granted as some funding and items/activities were not approved in your County's Accessibility Program Plan. Please refer to Exhibit A, Scope of Work and Exhibit A-1, Accessibility Program Plan for further details of these changes. Items/activities that were not approved have been struck out.

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

cc: Shirin Zadeh, Administrative Services Supervisor

**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 "Riverside" ("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: Shirin Zadeh

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

**B. Use of Grant Funds**

In accordance with the County's approved Accessibility Program Plan, Exhibit A-1, the approved funds in the amount of \$238,148.00 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.

In the County's approved Accessibility Program Plan, please note the following:

- Proposed funds requested for Category 1, Assessing Accessibility, in the amount of \$4,829.00 were not approved. Administrative costs are not permitted. Proposed funds of \$1,954.00 for tape measures, 24" smart tools, door pressure gauges, digital cameras, laser distance meter indoor/outdoor measurements, and the applicable sales tax of 8.75% were moved from Category 2, Equipment and Activities to Improve Accessibility, to Category 1, Assessing Accessibility.
- Proposed funds requested for Category 2, Equipment and Activities to Improve Accessibility, in the amount of \$600.00 for shipping costs were not approved, not enough detail or information was given to do an accurate breakdown or split of the proposed funds to move necessary funds to the appropriate category.

**EXHIBIT A  
(Standard Agreement)**

- Proposed funds requested for Category 3, Training Materials and Programs, in the amount of \$711.00 were not approved. Not enough detail or information was given to justify the need of the proposed funds; a more clear and concise description of the items/activities was needed.
- Proposed funds requested for Category 3, Training Materials and Programs, in the amount of \$831.00 were not approved. The amount was adjusted and approved for \$554.00, grant money can only be approved for federal elections.
- Proposed funds requested for Category 3, Training Materials and Programs, in the amount of \$151.00 were not approved. Administrative costs are not permitted.
- Proposed funds requested for Category 3, Training Materials and Programs, in the amount of \$1200.00 were not approved. The amount was adjusted and approved for \$800.00, grant money can only be approved for federal elections.



**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 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. 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. Additionally, all items must comply with the below listings of items which are specifically approved as reimbursable and unreimbursable 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;

**EXHIBIT B**  
(Standard Agreement)

- s. Threshold covers or mats;
- t. Traffic cones or other materials to make parking temporarily accessible for voting;
- 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;

**EXHIBIT B**  
(Standard Agreement)

- 7) Cassette tapes (except those used for voter education);
- 8) Catering;
- 9) Computers;
- 10) Other office equipment, including but not limited to fax machines and copiers, unless prior approval has been obtained from the granting agency;
- 11) Office supplies, including but not limited to paper, pens and post-it notes;
- 12) Concrete paving for parking lots and spaces;
- 13) Concrete ramps;
- 14) DREs /other voting equipment (can be purchased with other HAVA funds);
- 15) Emergency exit signs;
- 16) Facility rental;
- 17) Permanent modifications or improvements to private or non-governmental structures, including, but not limited to private residences and places of worship;
- 18) Food;
- 19) Gas (except travel reimbursements for purposes listed in footnote<sup>1</sup>);
- 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<sup>1</sup>);
- 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 footnote<sup>1</sup> 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 Item 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 B ('Use of Grant 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:

**EXHIBIT B**  
(Standard Agreement)

- (1) Contain a face sheet that summarizes each expenditure made by the categories set forth in Paragraph B ('Use of Grant Funds') of Exhibit A 'Scope of Work';
- (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.

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**  
(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 the Internet site below. From this page, select "Standard Contract Language" to access the current terms and conditions.  
<http://www.ols.dgs.ca.gov/Standard+Language>

EXHIBIT C

GENERAL TERMS AND CONDITIONS

1. APPROVAL: This Agreement is of no force or effect until signed by both parties and approved by the Department of General Services, if required. Contractor may not commence performance until such approval has been obtained.
2. AMENDMENT: No amendment or variation of the terms of this Agreement shall be valid unless made in writing, signed by the parties and approved as required. No oral understanding or Agreement not incorporated in the Agreement is binding on any of the parties.
3. ASSIGNMENT: This Agreement is not assignable by the Contractor, either in whole or in part, without the consent of the State in the form of a formal written amendment.
4. AUDIT: Contractor agrees that the awarding department, the Department of General Services, the Bureau of State Audits, or their designated representative shall have the right to review and to copy any records and supporting documentation pertaining to the performance of this Agreement. Contractor agrees to maintain such records for possible audit for a minimum of three (3) years after final payment, unless a longer period of records retention is stipulated. Contractor agrees to allow the auditor(s) access to such records during normal business hours and to allow interviews of any employees who might reasonably have information related to such records. Further, Contractor agrees to include a similar right of the State to audit records and interview staff in any subcontract related to performance of this Agreement. (Gov. Code §8546.7, Pub. Contract Code §10115 et seq., CCR Title 2, Section 1896).
5. INDEMNIFICATION: Contractor agrees to indemnify, defend and save harmless the State, its officers, agents and employees from any and all claims and losses accruing or resulting to any and all contractors, subcontractors, suppliers, laborers, and any other person, firm or corporation furnishing or supplying work services, materials, or supplies in connection with the performance of this Agreement, and from any and all claims and losses accruing or resulting to any person, firm or corporation who may be injured or damaged by Contractor in the performance of this Agreement.
6. DISPUTES: Contractor shall continue with the responsibilities under this Agreement during any dispute.
7. TERMINATION FOR CAUSE: The State may terminate this Agreement and be relieved of any payments should the Contractor fail to perform the requirements of this Agreement at the time and in the manner herein provided. In the event of such termination the State may proceed with the work in any manner deemed proper by the State. All costs to the State shall be deducted from any sum due the Contractor under this Agreement and the balance, if any, shall be paid to the Contractor upon demand.

8. INDEPENDENT CONTRACTOR: Contractor, and the agents and employees of Contractor, in the performance of this Agreement, shall act in an independent capacity and not as officers or employees or agents of the State.

9. RECYCLING CERTIFICATION: The Contractor shall certify in writing under penalty of perjury, the minimum, if not exact, percentage of post consumer material as defined in the Public Contract Code Section 12200, in products, materials, goods, or supplies offered or sold to the State regardless of whether the product meets the requirements of Public Contract Code Section 12209. With respect to printer or duplication cartridges that comply with the requirements of Section 12156(e), the certification required by this subdivision shall specify that the cartridges so comply (Pub. Contract Code §12205).

10. NON-DISCRIMINATION CLAUSE: During the performance of this Agreement, Contractor and its subcontractors shall not unlawfully discriminate, harass, or allow harassment against any employee or applicant for employment because of sex, race, color, ancestry, religious creed, national origin, physical disability (including HIV and AIDS), mental disability, medical condition (e.g., cancer), age (over 40), marital status, and denial of family care leave. Contractor and subcontractors shall insure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment. Contractor and subcontractors shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code §12990 (a-f) et seq.) and the applicable regulations promulgated thereunder (California Code of Regulations, Title 2, Section 7285 et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code Section 12990 (a-f), set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations, are incorporated into this Agreement by reference and made a part hereof as if set forth in full. Contractor and its subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other Agreement.

Contractor shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under the Agreement.

11. CERTIFICATION CLAUSES: The CONTRACTOR CERTIFICATION CLAUSES contained in the document CCC 307 are hereby incorporated by reference and made a part of this Agreement by this reference as if attached hereto.

12. TIMELINESS: Time is of the essence in this Agreement.

13. COMPENSATION: The consideration to be paid Contractor, as provided herein, shall be in compensation for all of Contractor's expenses incurred in the performance hereof, including travel, per diem, and taxes, unless otherwise expressly so provided.

14. GOVERNING LAW: This contract is governed by and shall be interpreted in accordance with the laws of the State of California.



15. ANTITRUST CLAIMS: The Contractor by signing this agreement hereby certifies that if these services or goods are obtained by means of a competitive bid, the Contractor shall comply with the requirements of the Government Codes Sections set out below.

a. The Government Code Chapter on Antitrust claims contains the following definitions:

1) "Public purchase" means a purchase by means of competitive bids of goods, services, or materials by the State or any of its political subdivisions or public agencies on whose behalf the Attorney General may bring an action pursuant to subdivision (c) of Section 16750 of the Business and Professions Code.

2) "Public purchasing body" means the State or the subdivision or agency making a public purchase. Government Code Section 4550.

b. In submitting a bid to a public purchasing body, the bidder offers and agrees that if the bid is accepted, it will assign to the purchasing body all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Sec. 15) or under the Cartwright Act (Chapter 2 (commencing with Section 16700) of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, materials, or services by the bidder for sale to the purchasing body pursuant to the bid. Such assignment shall be made and become effective at the time the purchasing body tenders final payment to the bidder. Government Code Section 4552.

c. If an awarding body or public purchasing body receives, either through judgment or settlement, a monetary recovery for a cause of action assigned under this chapter, the assignor shall be entitled to receive reimbursement for actual legal costs incurred and may, upon demand, recover from the public body any portion of the recovery, including treble damages, attributable to overcharges that were paid by the assignor but were not paid by the public body as part of the bid price, less the expenses incurred in obtaining that portion of the recovery. Government Code Section 4553.

d. Upon demand in writing by the assignor, the assignee shall, within one year from such demand, reassign the cause of action assigned under this part if the assignor has been or may have been injured by the violation of law for which the cause of action arose and (a) the assignee has not been injured thereby, or (b) the assignee declines to file a court action for the cause of action. See Government Code Section 4554.

16. CHILD SUPPORT COMPLIANCE ACT: For any Agreement in excess of \$100,000, the contractor acknowledges in accordance with Public Contract Code 7110, that:

a. The contractor recognizes the importance of child and family support obligations and shall fully comply with all applicable state and federal laws relating to child and family support enforcement, including, but not limited to, disclosure of information and compliance with earnings assignment orders, as provided in Chapter 8 (commencing with section 5200) of Part 5 of Division 9 of the Family Code; and

b. The contractor, to the best of its knowledge is fully complying with the earnings assignment orders of all employees and is providing the names of all new employees to the New Hire Registry maintained by the California Employment Development Department.

17. UNENFORCEABLE PROVISION: In the event that any provision of this Agreement is unenforceable or held to be unenforceable, then the parties agree that all other provisions of this Agreement have force and effect and shall not be affected thereby.

18. PRIORITY HIRING CONSIDERATIONS: If this Contract includes services in excess of \$200,000, the Contractor shall give priority consideration in filling vacancies in positions funded by the Contract to qualified recipients of aid under Welfare and Institutions Code Section 11200 in accordance with Pub. Contract Code §10353.

19. SMALL BUSINESS PARTICIPATION AND DVBE PARTICIPATION REPORTING REQUIREMENTS:

a. If for this Contract Contractor made a commitment to achieve small business participation, then Contractor must within 60 days of receiving final payment under this Contract (or within such other time period as may be specified elsewhere in this Contract) report to the awarding department the actual percentage of small business participation that was achieved. (Govt. Code § 14841.)

b. If for this Contract Contractor made a commitment to achieve disabled veteran business enterprise (DVBE) participation, then Contractor must within 60 days of receiving final payment under this Contract (or within such other time period as may be specified elsewhere in this Contract) certify in a report to the awarding department: (1) the total amount the prime Contractor received under the Contract; (2) the name and address of the DVBE(s) that participated in the performance of the Contract; (3) the amount each DVBE received from the prime Contractor; (4) that all payments under the Contract have been made to the DVBE; and (5) the actual percentage of DVBE participation that was achieved. A person or entity that knowingly provides false information shall be subject to a civil penalty for each violation. (Mil. & Vets. Code § 999.5(d); Govt. Code § 14841.)

20. LOSS LEADER:

If this contract involves the furnishing of equipment, materials, or supplies then the following statement is incorporated: It is unlawful for any person engaged in business within this state to sell or use any article or product as a "loss leader" as defined in Section 17030 of the Business and Professions Code. (PCC 10344(e).)

**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;
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](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, 2011 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

**EXHIBIT D**  
(Standard Agreement)

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;

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](http://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

**EXHIBIT E**  
(Standard Agreement)

election for office or a ballot measure is of an "official," as distinguished from private, character.

7. No employee of or contractor with the Secretary of State's Office may display political campaign-related buttons, posters, or similar materials in areas visible to individuals who are in public areas of the Secretary of State's Office; nor may an employee of or contractor with the Secretary of State's Office display political campaign-related posters or other materials on windows facing out of the state office building.
8. No employee of or contractor with the Secretary of State's Office may use official authority or influence for the purpose of interfering with or attempting to affect the results of an election or a nomination for any public office.
9. No employee of or contractor with the Secretary of State's Office may directly or indirectly coerce or solicit contributions from subordinates in support of or in opposition to an election or nomination for office or a ballot measure.
10. An employee who is paid either partially or fully with federal funds, including the Help America Vote Act of 2002 (HAVA), is subject to the provisions of the federal Hatch Act, and is, therefore, prohibited from being a candidate for public office in a partisan election, as defined in the federal Hatch Act. However, any employee who is to be paid either partially or fully with funds pursuant to HAVA, shall first be consulted about the proposed funding and be informed about the prohibitions of the federal Hatch Act. The employee, whenever possible, shall be given the opportunity to engage in employment that does not involve HAVA funding.
11. Provisions limiting participation in political campaign-related activities as provided for in this policy statement shall be included in every contract with the Secretary of State's Office.

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.

**SOS RFA # 10-018  
VOTE Grant Program****Application Submitted by the County of Riverside Registrar of Voters  
Attachment B****Accessibility Program Plan:**

Riverside County is home to a diverse population of more than 2 million residents and nearly 900,000 registered voters. Stretching 200 miles across over 7,200 square miles this vast County faces a challenge in providing polling places fully accessible to voters with disabilities particularly in outlying or remote areas.

Improving accessibility to polling places will defuse reluctance and intimidation on the part of eligible voters with physical impairments to vote at the polling places, therefore, the County of Riverside Registrar of Voters (ROV) has designed an accessibility plan with substantive improvements to bring Riverside County into further compliance with the applicable laws and regulations. The Plan will improve accessibility in the following categories: **Assessing Accessibility, Equipment & Access Activities to improve accessibility and Training Materials and Programs.** Administering the programs in the above categories will allow equal opportunity to the County's physically impaired residents with temporary or permanent disabilities to participate in the electoral process and will afford equal access to voting sites, voting materials and voting equipment.

1. What specific activities to improve access to voting or voting information and materials do you intend to make?
  - Establish polling place survey teams to assess and mitigate polling place accessibility issues. Survey teams will inspect the accessibility of polling places and assess the need for specific activities and improvements based on the laws and regulations in effect by the State of California and the United States Department of Justice, Disability Rights Section.
  - Assess polling place accessibility after an onsite inspection, document findings with photographs, notes, and measurements of the areas to be used as a polling place on Election Day.
  - Develop and provide an accessibility training program to poll workers.
  - Develop and dispense an accessibility tri-fold pamphlet in English and Spanish; it will be placed at each polling place and will be sent to disability advocate organizations and Community Outreach Group (COG) meetings for distribution. An image of the pamphlets will also be posted on the Registrar of Voters website for voters to view.
  - Modify Riverside County's current accessibility DVD ("Through Our Eyes - Providing Accessibility for Voters with Disabilities") and post on the ROV website; for voters to view.
  - Purchase accessible voting chairs to provide easy access to the Accessible Voting units and tables at the booths.
  - Purchase more accessible paper ballot voting booths.
  - Purchase tools to enhance accessibility to polling sites such as: traffic cones, doorstops, threshold ramps, and door grip retrofit devices.
  
2. Why are these activities and improvements necessary? What accessibility problems exist in your county?
  - Polling place surveys and inspections will assess the need for improvements needed to mitigate accessibility issues and will identify specific activities needed to comply with current voting accessibility laws and regulations.
  - The accessibility training will increase poll worker knowledge of protecting the rights of individuals with disabilities and provide accessibility improvements and assistance to voters with disabilities.
  - The accessibility tri-fold pamphlet will provide a unified list of voting related services and materials available for persons with disabilities.



- Currently there is one accessible paper ballot voting booth in each polling place. Equipping polling places in heavily populated areas with two accessible paper ballot voting booths will enhance voting accessibility to voters with disabilities.
  - Some polling places are usable, but not accessible to individuals with disabilities since they lack ramps, hand rails, mats, accessible parking or have gravel paths leading to the polling place entrance.
  - To develop an "Accessibility Kit" for polling places requiring mitigation. These kits will contain equipment (door stops, cones, accessible signs) and photographs showing how to properly set up a van or auto accessible parking area to provide access for voters with disabilities.
  - To remove barriers preventing a facility from being fully accessible, provide a path of travel for entrances and exits of voting areas at polling places.
3. How did you assess the need for specific activities and/or improvements in your county?
- Polling places are evaluated for voter accessibility in accordance with the accessibility standards that comply with Title 24 of the California Code of Regulations (CCR) as well as the Americans with Disabilities Act Accessibility Guidelines (ADAAG) to determine voter accessibility, or accessibility after permanent or temporary mitigation measures. Currently Riverside County has in excess of 724 polling places categorized as requiring temporary modifications.
  - The Department has worked in partnership with several Disability Advocacy Organizations. The ROV, in conjunction with the Disability Advocacy organizations developed the "Through Our Eyes Providing - Accessibility for Voters with Disabilities" DVD. This training DVD is a part of the Election Officers' training classes. The department solicits advocacy organizations' input and requests their active involvement by visiting polling sites on Election Day in order to determine physical accessibility and provide the Registrar of Voters office with their findings and advice.
  - The department also solicits voter comments and suggestions prior to, during, and after each election by E-mail, regular mail, in person, or by phone to address polling place accessibility concerns. The same is always encouraged of our Election Officer volunteers on Election Day. Furthermore, the Riverside County Grand Jury surveys a small percentage of polling places on Election Day and provides the Department with a checklist of possible barriers and feedback on polling sites that are not fully accessible for voters with disabilities.
4. How will these activities and improvements mitigate existing conditions and help people with disabilities have equal access to voting and voting materials?
- The Poll Workers Accessibility Training program will train poll workers on how to comply with accessibility requirements at polling places and train them on proper etiquette when providing assistance to voters with disabilities.
  - Modification and posting of the "Through Our Eyes- Providing Accessibility for Voters with Disability" DVD on the ROV website will further inform voters with disabilities of available services and materials and allow them access to this information without violating their privacy and independence.
  - For facilities requiring mitigation, the ROV will develop an "Accessibility Kit" for each polling place. The kits will contain mitigation equipment and photographs showing how a van accessible parking area should be set up. Written instructions will be developed for the Accessibility Rover, Poll Workers, Precinct and Range Inspectors on how to mitigate each facility to improve access.
  - Precinct and Range Inspectors will be adequately trained on how to assess needed modifications and how to remove barriers preventing a facility from being fully accessible by providing an adequate path of travel for entrances and exits of voting areas at each facility as is listed below:

For Polling Places

Provide van accessible voter parking signs, path of travel mats, traffic cones, portable ramps, English and Spanish signage identifying accessible parking in the areas where parking is required in accordance with Americans with Disabilities Act.

For Polling Place Entrances

Improvements to polling places will include path of travel, polls entrances, exits, and voting areas at each facility:

We will use temporary mats on paths approaching the Polling Places to mitigate a facility threshold and cover gratings to prevent any mishaps with walkers, wheelchairs, and canes.

We will enhance entry accessibility by placing temporary accessible ramps, prop doors open with doorstops, use door grip retrofit devices on door handles, and threshold bevels on Election Day.

For Voting Areas

1) Provide accessible voting booths; 2) Signature templates to assist voters with visual impairments when signing the voter roster; 3) Accessible voting chairs for the ambulatory voter using a cane, walker, or other device to have a chair arm to push up on or a swinging arm to facilitate entry and exit from the chair.

5. Who do you propose will do the work? Please give the title, job duties, experience or qualifications of each county staff member or person tasked for each activity or improvement?

The ROV will utilize 1 Elections Technician II (regular employee), 4 Office Assistant II seasonal or temporary employees and 20% of Elections Coordinator position whom will be supervising implementation of the Programs for two months prior to each upcoming election. Elections Technicians are tenured employees of the Elections Officers and Polls (EO & Polls) Division and are experienced in selecting polling sites and Election Officers and are seasoned in all other facets on election related activities and serving the voters. The ROV temporary/seasonal office assistants will be selected from the individuals who have been assigned to the EO & Polls division during former election cycles and are familiar with the Department and the Division's activities. The incumbent in the Elections Coordinator position is currently overseeing the EO & Polls Division of the ROV and will supervise the implementation of the Accessibility Program Plan. This position has been reviewed and approved for reclassification to the "Precinct Operations Manager" in near future. EO & Polls will provide vigorous training to all seasonal and temporary employees to perform their duties. Detailed job descriptions will be furnished for the Secretary of States review if the HAVA Accessibility grant is awarded.

6. Will a Contractor be employed?

No contractors will be employed for the project. Designated ROV permanent, seasonal and temporary employees listed under question # 5 will be well trained and closely supervised to perform the work.

7. What is the total amount of money requested?

\$245, 320 is being requested for the cost of implementing the accessibility program plan described in RFA #10-018

8. What is the detailed cost associated with each activity within each category?

**Category 1- Assessing Accessibility**

<b>Staffing Cost</b>	
4 Temporary Office Assistant II @ \$11.85 p/h multiplied by 320 hrs per temporary staff member for the following three periods of implementation: May 2011 thru Nov. 2011, January 2012 thru June 2012, and July 2012 thru Nov. 2012	45,504
1 Election Technician II regular position @ \$13.85 p/h each working 320 hours prior to an election during 3 periods of implementation: May 2011 thru Nov. 2011, January 2012 thru June 2012, and July 2012 thru Nov. 2012	13,296
<del>1 Elections Coordinator Supervising 20% FTE @ \$25.15 multiplied by 64 hrs working prior to an election for 3 periods of implementation: May 2011 thru Nov. 2011, January 2012 thru June 2012, and July 2012 thru Nov. 2012</del>	<del>4,829</del>
<b>Subtotal</b>	<b>63,629</b>

**Category 2 - Equipment & Activities to Improve Accessibility**

Items	Quantity	Cost	Total Cost
Tape Measures	3	30	90
24" Smart Tool	3	179	537
Door Pressure Guage	3	40	120
Distance Measuring Wheel	6	50	300
8' Versa-Mat	10	339	3,390
24' Versa-Mat, w/connectors	10	944	9,440
Van Accessible Voter Parking Sign	800	21	16,800
Accessible Voter Parking Cone Cap Sign	800	30	24,000
18' "Orange" Election Dept Cone	400	12	4,800
Rubber Door Grip Retrofit	100	3	300
Doorstop	150	3	450
1" Threshold Bevel	20	59	1,180
4" Advantage Series Suitcase Ramp 20 lbs	10	279	2,790
Signature Template for the Visual/Mobility Impaired	800	0.60	480
Accessible Voting Chair	700	99	69,300
Digital Camera	3	150	450
Laser Distance Meter indoor/outdoor measurement	3	100	300
Accessible Voting Booth w/light Model 2000	120	239	28,680
Sales Tax			<del>14,502</del>
Shipping Cost			600
<b>Subtotal</b>			<b><del>178,509</del></b>

**Category 3 - Training Materials and Programs**

Staffing Cost			
1 Temporary Office Assistant II compensation (\$11.85 p/h times 60 hrs)			711
1 Election Technician II (Regular position) \$13.85 times 60 hours training prior to elections to be conducted in 2011 and 2012			<del>831</del>
1 Elections Coordinator Supervising 10% of the time (\$25.15 multiplied by 6 hours)			151
Printing materials expenses (accessibility tri-fold pamphlets for voters and other training materials for Election Officers for 3 election cycles).			<del>1,200</del>
1 Systems Administrator / Web Developer (\$36.10 p/h multiplied by 8 hours)			289
<b>Subtotal</b>			<b>3,182</b>
<b>Grand Total</b>			<b><del>245,320</del></b>

## 9. What is your timeline for completion?

This project is entirely dependent on the funding being awarded. If funds are received by the funding deadline of April 1, 2011, the polling place survey team could begin surveying by May 1, 2011 to ensure ample time for all polling sites to be surveyed for accessibility and mitigation in support of the upcoming November 2011 UDEL and the Primary and Presidential General Elections in 2012.

## 10. What have you done in the last five years to improve polling place accessibility in your county?

The department continually searched for polling places that meet all accessibility requirements, especially when new facilities are built in areas where there are polling places requiring modifications. Following each election, the ROV returns to polling places that were not surveyed for accessibility and documents any accessibility barriers present, and takes action based on the findings. The ROV also asks Precinct Inspectors and Precinct Officers to report any accessibility deficiencies they find. Every 5 years, the ROV conducts a full survey of all polling places used in the most recent major election in order to identify any changes or additional mitigations needed by a facility. As a common practice, the ROV also invites disability advocacy groups in Riverside County to observe and provide feedback, and encourages the participation of individuals with disabilities to serve as Election Officers, who also provide feedback about polling place accessibility.

Following is a listing of specific measures taken by the ROV:

- Sent staff to training seminars presented by the Secretary of State and the California County Elections Officials Department of Rehabilitation.
  - Provide extensive training to the EO & Polls Division staff and training instruction on how to use the Polling Place Accessibility Checklist and survey tools and a perfect model facility set up.
  - In 2006 a large number of polling places were surveyed which revealed the need for mitigation in the majority of the facilities surveyed.
  - Developed an "Accessibility Kit" and a new position titled "Accessibility Rover" to be used during the March 8, 2011 election.
  - A 5,000 dollar grant funds were used to purchase additional survey and mitigation equipment (digital levels, door pressure gauges, photographic cameras, distance measuring devices and parking cones, door stops, door grips, and van accessible signs). The mitigation equipment will be used during the upcoming March 8, 2011 Jurupa Valley Incorporation Election and future small elections.
  - The training DVD "Through our Eyes - Providing Accessibility for Voters with Disabilities" was developed in May 2008 (current plans are to modify and post it on the ROV website).
  - The ROV has enhanced the Election Officers Handbook published in November 2010 with a section titled "Assisting Voters with Specific Needs".
11. What percentage of your operating budget have you dedicated to accessibility and why? Please list any limitations or restrictions:  
Since 2000, the ROV spent approximately \$200,000 to purchase ADA compliant paper ballot voting booths, production and distribution of training video and training materials for poll workers to increase their awareness of the issues related to voters with disabilities. This is more than 2% of the total departmental budget. Due to budgetary constraints, the ROV has not been able to dedicate more resources for enhancement of disability accessibility programs.

**CONTRACTOR HAVA ACTIVITY REPORT**

NAME		COMPANY NAME		Month/Year		HAVA Coordinator's Approval	
Contract Number:		Location (Sector/SF/LASD)					
HAVA ACTIVITY HOURS		DELIVERABLE NAME		ORG	HOURS		
31	1						0.0
	2						0.0
	3						0.0
	4						0.0
	5						0.0
	6						0.0
	7						0.0
	8						0.0
	9						0.0
	10						0.0
	11						0.0
	12						0.0
	13						0.0
	14						0.0
	15						0.0
	16						0.0
	17						0.0
	18						0.0
	19						0.0
	20						0.0
	21						0.0
	22						0.0
	23						0.0
	24						0.0
	25						0.0
	26						0.0
MONTHLY TOTAL		0.00				MONTHLY TOTAL	0.0
SIGNATURE OF CONTRACTOR		DATE		DATE		DATE	

# RESOLUTION

1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28

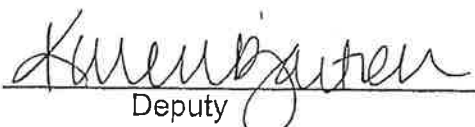
**BE IT RESOLVED** by the Board of Supervisors of the County of Riverside, State of California, in regular session assembled on Tuesday, May 24, 2011, that Kari Verjil, the Registrar of Voters is authorized and directed to execute on behalf of said County the State Standard Agreement No. 10G26105 between Riverside County and Secretary of State providing: for the Help America Vote Act (HAVA) Reimbursement funds.

Roll Call:

Ayes: Buster, Tavaglione, Stone, Benoit and Ashley  
Nays: None  
Absent: None

The foregoing is certified to be a true copy of a resolution duly adopted by said Board of Supervisors on the date therein set forth.

KECIA HARPER-IHEM, Clerk of said Board

By:   
Deputy

3.41