

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

Fiscal Years:	2019	2020	2021	2022	2023
Capital Expenditures					
Operating Costs	\$8,455,081				
External Revenues	(\$8,185,814)				
Program Income (County)					
In-Kind Match (County)					
NET FISCAL IMPACT	\$269,267	N/A	N/A	N/A	N/A

ADDITIONAL FTE
POSITIONS (Cumulative) _____

Is Item Included In Current Budget? Yes X No
Does this item include the use of Federal Funds? Yes X No

Budget Account No: 0001-180-1109-9021

B. Recommended Sources of Funds/Summary of Fiscal Impact:
The County match is included in the SOE's budget.

III. REVIEW COMMENTS

A. OFMB Fiscal and/or Contract Dev. and Control Comments:

3/18/21
OFMB 3/18/21

3/19/21
Contract Dev. and Control

B. Legal Sufficiency:

Anne Delaney 3.23.21
County Attorney

C. Other Department Review:

Department Director

This summary is not to be used as a basis for payment.

Summary cont'd: (CARES) Act for COVID-19 related expenses for the 2020 Federal Election. The CFDA# is 90.404 and the County is required to provide a **20% match of \$250,967**. On September 30, 2020 The Center for Tech and Civil Life (CTCL), a nonprofit organization, awarded a grant to support the work of the Palm Beach County Supervisor of Elections (SOE). There is no associated CFDA# or Catalog of State Financial Assistance (CFSA) number and there is **no match requirement**. Match requirements are included in the SOE's budget. Countywide (DB)

Background and Justification: Funds received pursuant to these grants may be spent for (1) Cybersecurity - allowable goods and services as specified in the SOE's Election Security Improvement Plan; (2) CARES - expenses to prevent, prepare for, and respond to Coronavirus, domestically or internationally, for the 2020 Federal election cycle; and (3) CTCL - exclusively for the public purpose of planning and operationalizing safe and secure election administration in Palm Beach County in 2020.

MEMORANDUM OF AGREEMENT FOR FEDERAL FUNDS
Coronavirus Aid, Relief and Economic Security (CARES) Act

This agreement is between the State of Florida, Department of State, Division of Elections ("Department"), an agency of the State of Florida, and Supervisor of Elections for Palm Beach County County, Florida. This agreement governs the receipt and use of federal funds as specified herein.

I. Governing Law

As authorized by Congress, the funds awarded to the States under the Coronavirus Aid, Relief and Economic Security (CARES) Act (Public Law 116-136), are available solely to "prevent, prepare for, and respond to coronavirus, domestically or internationally, for the 2020 Federal election cycle." Florida was allocated a total of \$20,253,853. The State's non-federal match requirement for this award is \$4,050,771 (20% of the federal funds) and must be met no later than March 27, 2022. On March 9, 2020 the Governor issued Executive Order 20-52 (Emergency Management – COVID-19) Public Health Emergency) in response to the Novel Coronavirus (COVID-19) outbreak. By approval of BA20-21-01C the Department is authorized to distribute among Florida's 67 county Supervisors of Elections ("Sub-recipients" hereinafter) a sum total of \$20,253,853 in non-recurring funds for COVID-19 election related expenses for the 2020 Federal Elections. **Attachment A** provides the distribution amount by county and match amount required. CARES funds authorization is made pursuant to the Consolidated Appropriations Act of 2020 and its supplemental appropriation, the CARES Act, and under section 101 of the Help America Vote Act of 2002 (HAVA) (Public Law 107-252). The Catalog of Federal Domestic Assistance (CFDA) number is 90.404.

II. Scope of Work, Deliverables, Restrictions

A. Scope of Work

Funds may be awarded as a reimbursement and/or advance for allowable expenses. Allowable expenses include but are not limited to those listed in **Attachment B** during the period of March 28, 2020 through December 31, 2020. Allowable expenses must be reasonable, necessary and allocable to the grant. Further details are set forth in subsections B, C, and D.

B. Deliverables, Minimum Levels of Service, and Financial Consequences

Deliverables	Apply funds solely for CoVID19 election-related expenses (expenses to prevent, prepare for, and respond to coronavirus, domestically or internationally, for the 2020 Federal election cycle) during the allowable expense period of March 28, 2020, through December 31, 2020.
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Minimum Level of Service	<p>Grant deadline (See subsection C): Sub-recipient has until Friday, December 31, 2020, to submit a request for the grant.</p> <p>Detailed expense plan: At the time of grant application, Sub-recipient shall provide a detailed plan of allowable expenses for the 2020 Federal Election Cycle that have been expended and/or will be expended for which reimbursement or advance is sought, respectively.</p> <p>Deadline to encumber and/or expend funds: No later than Friday, December 31, 2020, sub-recipient shall have expended and/or encumbered for services and/or products to be used or implemented.</p> <p>Final expenditure report (see subsection D): Sub-recipient shall submit a final expenditure report due no later than Monday, February 1, 2021, that also includes documentation evidencing the services and/or products purchased, used and/or implemented for the 2020 Federal Election Cycle.</p>
Financial Consequences through Friday, December 31, 2020.	<p>A county who does not submit an application for funds by Friday, December 31, 2020 is no longer eligible for the grant.</p> <p>Any funds, including interests accrued, remaining after Friday, December 31, 2020, or not otherwise encumbered for services and/or products received or provided on or before Friday, December 31, 2020 must be returned to the Department, no later than Monday, February 1, 2021, and include the final expenditure report.</p>

C. Amount of Award, Request and Disbursement Process

The Department shall distribute to each eligible Sub-recipient upon request and submission of a completed grant application. Each county is allocated a minimum base of fifty thousand dollars (\$50,000) of the total grant. In addition, each county is allocated an amount derived from the remainder of the grant which is divided by the total number of registered voters as of book closing in the 2020 Presidential Preference Primary Election and then multiplied by the respective county's number of registered voters as book closing for that county. The maximum amount that each eligible Sub-recipient may receive is set forth in **Attachment A**.

In order to receive funds, the Sub-recipient shall return this complete contract package no later than Friday, December 31, 2020. Additionally, before the Sub-recipient may receive funds, the Sub-recipient must submit the following:

1. A completed ED Form GCAS-009 (6/88), entitled "Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion Lower Tier Covered Transactions", and attached hereto as **Attachment C**. [Executive Order 12549, Debarment and Suspension, 45 CFR 1183.35, prohibits the disbursement of federal funds to the intended recipient of such funds or to any sub-recipient thereunder unless such recipient and each sub-recipient, if any, certify that they are not excluded or disqualified from receiving federal funds by any federal department or agency.]

D. Final Expenditure Report

The Sub-recipient must provide a final expenditure report (see **Attachment D**) including supporting documentation evidencing allowable expenses no later than Monday, February 1, 2021. Supporting documentation shall include invoices, canceled checks, purchase orders, vendor contracts, and other records that detail the services or products provided and the costs of such services and/or products.

Failure to submit the report may result in immediate forfeiture of all funds, including any interest accrued.

Any funds determined not to be expended in accordance with this agreement shall be forfeited and

returned, including any interest earned, to the Department within 15 days of written notice to the Sub-recipient.

E. Restrictions

Sub-recipient shall not use any funds received hereunder to support lobbying activities to influence proposed or pending federal or state legislation or appropriations, but this does not affect the right of the Sub-recipient, or that of any other organization to petition Congress, or any other level of Government, through the use of other resources.

If the Sub-recipient expends any funds on expenses that are not allowable, the Sub-recipient must reimburse immediately the Department the funds, not otherwise expended for allowable costs, including any interest earned during the term of this agreement.

If the Sub-recipient receives advanced funds, the Sub-recipient must establish and maintain these public funds in an interest bearing account in a "qualified public depository" as defined by section 280.02(26), Florida Statutes. The Sub-recipient must segregate the funds in a separate account established to hold only such funds. Sub-recipient must comply with the applicable requirements of chapter 280, including but not limited to:

- The execution and retention in your official records of a Public Deposit Identification and Acknowledgement Form.
- **Additional reporting requirement:** The submission each year by November 30th of a Public Depositor Annual Report to the Chief Financial Officers (DFS-J1-1009)

For more information refer to the Department of Financial Services Collateral Management for Governmental Units webpage or contact the Program Administrator at 850-413-3167.

III. Payments

The Sub-recipient shall receive payment through the electronic funds transfer (EFT) if it has already been set up. If EFT has already been set up for your organization, you do not need to submit another authorization form unless you have changed bank accounts. All Sub-recipients wishing to receive funds through electronic funds transfer must submit a Direct Deposit Authorization form to the Florida Department of Financial Services. Otherwise payment will be by warrant.

IV. Monitoring, Audits, and Audit Reporting

The administration of resources awarded to the Sub-recipient, as indicated on **Attachment E- Exhibit 1**, may be subject to monitoring, audits and reporting requirements herein.

A. Monitoring

In addition to reviews of audits conducted in accordance with OMB Circular A-133, as revised, and Section 215.97, F.S., (see Part B "Audits") monitoring procedures may include, but not be limited to, on- site visits by Department staff, limited scope audits as defined by OMB Circular A-133, as revised, and/or other procedures. **(see Attachment E)** By entering into this agreement, the Sub-recipient agrees to comply and cooperate with any monitoring procedures/processes the Department deems appropriate.

B. Audits

1. *Federally Funded Audits* (OMB Circular A-133, as revised in supplemental 2017.)

In the event that the Sub-recipient expends \$750,000 or more in Federal awards in its fiscal year, the Sub-recipient **is required to** have a single or program-specific audit conducted in accordance with the provisions of OMB Circular A-133, as revised. In determining the Federal awards expended in its fiscal year,

the Sub-recipient shall consider all sources of Federal awards, including Federal resources received from the Department. The determination of amounts of Federal awards expended should be in accordance with the guidelines established by OMB Circular A-133, as revised. An audit conducted by the Auditor General must satisfy the requirements of Subpart E of OMB Circular A-133, as revised. In connection with the audit requirements the Sub-recipient shall fulfill the responsibilities of an auditee as provided in Subpart C of OMB Circular A-133, as revised.

If the Sub-recipient expends less than \$750,000 in Federal awards in its fiscal year, an audit **is not required**. The Sub-recipient, however, must make records available for review or audit upon request by appropriate officials of U.S. Election Assistance Commission, the Department, and the General Accounting Office (GAO). If the Sub-recipient elects to have an audit conducted in accordance with the provisions of OMB Circular A-133, as revised, the cost of the audit must be paid from non-federal resources (i.e., resources obtained from other than Federal entities).

2. *Other audits*

The Department may conduct a limited scope audit of federal funds as defined by OMB Circular A-133 (as revised) or other financial analysis or review of federal funds as permitted by federal law. In the event the Department determines that a limited scope audit or other type of audit of the Sub-recipient is appropriate, the Sub-recipient agrees to comply with any additional instructions provided by Department staff to the Sub-recipient regarding such audit. If the Department determines that federal funds received under this Agreement were used for any unauthorized purpose or that the Sub-recipient did not comply with this agreement or state or federal requirements for receipt, expenditure, or accounting, the Sub-recipient must return or repay these federal funds in an amount sufficient to ensure or obtain compliance, including expenses for any corrective or remedial action.

The Sub-recipient further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the Department of State, Chief Financial Officer (CFO) or Auditor General.

Additional guidance to state and federal monitoring and auditing requirements may be found at <http://www.eac.gov>.

C. **Audit Reporting**

Copies of financial reporting packages as described in Subpart C- Auditees, section 320(c), OMB A-133 (as revised) for audits conducted by or on behalf of the Sub-recipient pursuant to Section IV.B.1 of this agreement, shall be submitted as required by sections .320(d) of such circular to:

<i>Department of State</i>	<i>Department of State</i>	<i>Auditor General's Office</i>	<i>Federal Audit Clearinghouse</i>
<i>Division of Elections</i>	<i>Office of Inspector General</i>	<i>Claude Pepper Bldg.</i>	<i>Bureau of the Census</i>
<i>R.A. Gray Bldg., Ste 316</i>	<i>R.A. Gray Bldg., Rm. 406</i>	<i>111 West Madison St.</i>	<i>1201 East 10th St.</i>
<i>500 S. Bronough St.</i>	<i>500 S. Bronough Street</i>	<i>Tallahassee, FL</i>	<i>Jeffersonville, IN</i>
<i>Tallahassee, FL</i>	<i>Tallahassee, FL</i>	<i>32399-1450</i>	<i>47130</i>
<i>32399-0250</i>	<i>32399-0250</i>		

Any reports, management letter, or other information required to be submitted to the Department pursuant to this agreement shall be submitted timely and in accordance with OMB Circular A-133, the Florida Statutes, and/or Chapter 10.550 (local governmental entities) of the Rules of the Auditor General, whichever is applicable . The correspondence accompanying the financial reporting package forwarded to the Department must include the date the Sub-recipient received the reporting package.

V. **Record Retention**

The Sub-recipient shall keep and maintain accurate and detailed records sufficient to demonstrate its compliance with the terms of this agreement. The Sub-recipient shall retain these records for five fiscal

years in accordance with the guidelines of the Department of Financial Services and the Office of the Auditor General, or three years after the date an audit report is issued, whichever is later. The Sub-recipient shall allow the Department or its designee, CFO, or Auditor General access to such records, including access to the audit working papers upon request.

VI. Entirety of the Agreement

All terms and conditions of this agreement are fully set forth in this document and its attachments and shall be governed by the laws of the State of Florida regardless of any conflict of laws provisions.

In any proceeding or action brought under this section, the parties agree that the prevailing party will be entitled to its reasonable attorney’s fees from the other party. The parties agree that proper venue will be in Leon County, Florida. This agreement is effective as of the date it is fully executed.

The parties have caused this Agreement to be executed by their undersigned officials as duly authorized.

By County Supervisor of Elections
/Sub-recipient

Signature: Wendy Sartory Link
Printed name: Wendy Sartory Link
Title: Supervisor of Elections
Address: 240 South Military Trail
West Palm Beach, FL 33415

By Department of State, Division of Elections

Signature: AKM
Printed name: Maria Matthews
Title: Director
Address: Florida Department of State
R.A. Gray Building, Ste 316
Tallahassee, Florida 32399

County FEID/FEIN: 74-3196272

Date: 12/17/2020

Date: 12/29/2020

Attachment A - HAVA CARES Fund Grant 2020 Allocation by County

Total Grant (\$20,253,853)

County	Base Total	Remainder	Registered Voters - Bookclosing (PPP)	Remainder Subtotal (Columns C x D)	Total Subgrant Award (Columns B + E)	Match Requirement (20%)	Total Subgrant Award and Match
Formula							
	3,350,000.00	Divided by Total registered voters bookclosing (PPP)					
		16,903,853.00					
Alachua	50,000.00	1.23369	184,091	227,111	277,111	55,422	332,533
Baker	50,000.00	1.23369	15,576	19,216	69,216	13,843	83,059
Bay	50,000.00	1.23369	116,144	143,286	193,286	38,657	231,943
Bradford	50,000.00	1.23369	16,911	20,863	70,863	14,173	85,036
Brevard	50,000.00	1.23369	436,317	538,280	588,280	117,656	705,936
Broward	50,000.00	1.23369	1,197,905	1,477,843	1,527,843	305,569	1,833,412
Calhoun	50,000.00	1.23369	8,365	10,320	60,320	12,064	72,384
Charlotte	50,000.00	1.23369	145,433	179,419	229,419	45,884	275,303
Citrus	50,000.00	1.23369	110,328	136,111	186,111	37,222	223,333
Clay	50,000.00	1.23369	155,942	192,384	242,384	48,477	290,861
Collier	50,000.00	1.23369	209,054	257,908	307,908	61,582	369,489
Columbia	50,000.00	1.23369	41,756	51,514	101,514	20,303	121,817
Desoto	50,000.00	1.23369	16,706	20,610	70,610	14,122	84,732
Dixie	50,000.00	1.23369	9,868	12,174	62,174	12,435	74,609
Duval	50,000.00	1.23369	629,272	776,327	826,327	165,265	991,592
Escambia	50,000.00	1.23369	220,533	272,069	322,069	64,414	386,483
Flagler	50,000.00	1.23369	87,411	107,838	157,838	31,568	189,406
Franklin	50,000.00	1.23369	8,103	9,997	59,997	11,999	71,996
Gadsden	50,000.00	1.23369	30,371	37,468	87,468	17,494	104,962
Gilchrist	50,000.00	1.23369	11,931	14,719	64,719	12,944	77,663
Glades	50,000.00	1.23369	6,727	8,299	58,299	11,660	69,959
Gulf	50,000.00	1.23369	10,547	13,012	63,012	12,602	75,614
Hamilton	50,000.00	1.23369	7,759	9,572	59,572	11,914	71,487
Hardee	50,000.00	1.23369	12,543	15,474	65,474	13,095	78,569
Hendry	50,000.00	1.23369	17,904	22,088	72,088	14,418	86,506
Hernando	50,000.00	1.23369	140,591	173,446	223,446	44,689	268,135
Highlands	50,000.00	1.23369	61,926	76,397	126,397	25,279	151,677
Hillsborough	50,000.00	1.23369	878,811	1,084,180	1,134,180	226,836	1,361,016
Holmes	50,000.00	1.23369	11,002	13,573	63,573	12,715	76,288
Indian River	50,000.00	1.23369	118,978	146,782	196,782	39,356	236,138
Jackson	50,000.00	1.23369	28,509	35,171	85,171	17,034	102,206
Jefferson	50,000.00	1.23369	9,832	12,130	62,130	12,426	74,556
Lafayette	50,000.00	1.23369	4,436	5,473	55,473	11,095	66,567
Lake	50,000.00	1.23369	245,324	302,654	352,654	70,531	423,185
Lee	50,000.00	1.23369	470,746	580,755	630,755	126,151	756,906
Leon	50,000.00	1.23369	215,428	265,771	315,771	63,154	378,926
Levy	50,000.00	1.23369	28,581	35,260	85,260	17,052	102,312
Liberty	50,000.00	1.23369	4,442	5,480	55,480	11,096	66,576
Madison	50,000.00	1.23369	11,636	14,355	64,355	12,871	77,226
Manatee	50,000.00	1.23369	256,206	316,079	366,079	73,216	439,295
Marion	50,000.00	1.23369	251,125	309,810	359,810	71,962	431,772
Martin	50,000.00	1.23369	111,955	138,118	188,118	37,624	225,741
Miami-Dade	50,000.00	1.23369	1,470,194	1,813,764	1,863,764	372,753	2,236,516
Monroe	50,000.00	1.23369	53,574	66,094	116,094	23,219	139,312

Attachment A - HAVA CARES Fund Grant 2020 Allocation by County
Total Grant (\$20,253,853)

County	Base Total	Remainder	Registered Voters - Bookclosing (PPP)	Remainder Subtotal (Columns C x D)	Total Subgrant Award (Columns B + E)	Match Requirement (20%)	Total Subgrant Award and Match
Formula							
Nassau	50,000.00	1.23369	67,988	83,876	133,876	26,775	160,651
Okaloosa	50,000.00	1.23369	139,532	172,139	222,139	44,428	266,567
Okeechobee	50,000.00	1.23369	21,116	26,051	76,051	15,210	91,261
Orange	50,000.00	1.23369	845,817	1,043,476	1,093,476	218,695	1,312,171
Osceola	50,000.00	1.23369	223,823	276,128	326,128	65,226	391,354
Palm Beach	50,000.00	1.23369	976,612	1,204,836	1,254,836	250,967	1,505,804
Pasco	50,000.00	1.23369	367,079	452,862	502,862	100,572	603,434
Pinellas	50,000.00	1.23369	688,672	849,608	899,608	179,922	1,079,529
Polk	50,000.00	1.23369	444,448	548,311	598,311	119,662	717,973
Putnam	50,000.00	1.23369	48,616	59,977	109,977	21,995	131,972
St. Johns	50,000.00	1.23369	195,850	241,618	291,618	58,324	349,942
St. Lucie	50,000.00	1.23369	208,101	256,732	306,732	61,346	368,079
Santa Rosa	50,000.00	1.23369	136,437	168,321	218,321	43,664	261,985
Sarasota	50,000.00	1.23369	324,465	400,289	450,289	90,058	540,347
Seminole	50,000.00	1.23369	318,413	392,823	442,823	88,565	531,388
Sumter	50,000.00	1.23369	103,630	127,847	177,847	35,569	213,417
Suwannee	50,000.00	1.23369	26,286	32,429	82,429	16,486	98,915
Taylor	50,000.00	1.23369	12,184	15,031	65,031	13,006	78,038
Union	50,000.00	1.23369	7,493	9,244	59,244	11,849	71,093
Volusia	50,000.00	1.23369	372,847	459,978	509,978	101,996	611,973
Wakulla	50,000.00	1.23369	21,618	26,670	76,670	15,334	92,004
Walton	50,000.00	1.23369	53,421	65,905	115,905	23,181	139,086
Washington	50,000.00	1.23369	16,524	20,385	70,385	14,077	84,463
Totals	3,350,000.00		13,701,765	16,903,730	20,253,730	4,050,746	24,304,477

County : PALM BEACH
Attachment B #MOA 2020-001- : CARES Act (2020) Grants Request/Plan

Vote-by-Mail

Additional ballots and envelope printing				
Upgrades to systems for requests/changes of address				
Additional drop boxes - installation/security		\$10,633.79	\$2,126.71	\$12,760.00
Mailing and postage costs, meter meters				
Ballot tracking software				
Equipment -high speed or central count tabulators				
Equipment- hardware/ signature comparison/verification software and other similar software				
Additional ballot trays and other supplies to process increased activity				
Equipment - automated letter opener, inserter, sorter, etc.				

Staffing - In-office/poll workers

Poll worker training - cleaning and other sanitization procedures and ballot and ID handling, appropriate disinfecting process for voting associated equipment (voting machines, ballot booths, laptops, tablets, poll books, and other surfaces) consistent with vendor instructions and internal procedures, and other CDC guidelines/protocols for social distancing				
Overtime salary and benefit costs -election staff and poll workers				
More in-person training sessions to accommodate smaller classes				
Hiring /retention				
COVID-19 Testing		\$13,354.95	\$2,679.05	\$16,034.00
COVID-19 Testing		\$8,744.97	\$1,749.05	\$10,494.00
COVID-19 Testing		\$645.00	\$129.00	\$774.00

Registration list maintenance activities

Activities to improve the accuracy and currency of registrant addresses				
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Polling sites/offices - equipment, supplies

Additional laptops and mobile IT equipment, workstation, office expansions for vote-by-mail activity				
Ballot-on-demand printers, supplies (paper, ink, cleaning supplies), ballot transport carts, storage bins or lockers				
Signage, tents, tables, supplies for social distancing compliance (stanchions, tape markers, etc.) and/or portal set-ups		\$9,824.96	\$1,985.04	\$11,810.00
Signage, tents, tables, supplies for social distancing compliance (stanchions, tape markers, etc.) and/or portal set-ups		\$183.33	\$36.67	\$220.00
Signage, tents, tables, supplies for social distancing compliance (stanchions, tape markers, etc.) and/or portal set-ups		\$278.77	\$55.75	\$334.52
Back-up power supplies - generators, power cords, batteries				
Vehicle rental - mobile units/transport				

Polling sites/offices - cleaning/sanitization/protective gear

Deep cleaning supplies and on- and post-election deep cleaning services		\$85.60	\$17.12	\$102.72
Disposable pens for voters		\$37,499.85	\$7,500.15	\$45,000.00
Disposable pens for voters		\$22,916.58	\$4,583.43	\$27,500.00
Protective gear (masks, gloves, face shields, etc.), hand-washing stations, hand sanitizers for staff and poll workers and/or voters		\$5,387.20	\$1,073.56	\$6,460.76
Protective gear (masks, gloves, face shields, etc.), hand-washing stations, hand sanitizers for staff and poll workers and/or voters		\$10,203.53	\$2,040.76	\$12,244.29
Protective gear (masks, gloves, face shields, etc.), hand-washing stations, hand sanitizers for staff and poll workers and/or voters		\$8,666.83	\$1,733.37	\$10,400.20
Protective gear (masks, gloves, face shields, etc.), hand-washing stations, hand sanitizers for staff and poll workers and/or voters		\$227.32	\$45.47	\$272.79
Protective gear (masks, gloves, face shields, etc.), hand-washing stations, hand sanitizers for staff and poll workers and/or voters		\$15,166.61	\$3,033.39	\$18,200.00
Protective gear (masks, gloves, face shields, etc.), hand-washing stations, hand sanitizers for staff and poll workers and/or voters		\$13,972.44	\$2,794.56	\$16,767.00
Protective gear (masks, gloves, face shields, etc.), hand-washing stations, hand sanitizers for staff and poll workers and/or voters		\$583.33	\$116.67	\$700.00
Protective gear (masks, gloves, face shields, etc.), hand-washing stations, hand sanitizers for staff and poll workers and/or voters		\$22,076.46	\$4,415.40	\$26,491.86
Protective gear (masks, gloves, face shields, etc.), hand-washing stations, hand sanitizers for staff and poll workers and/or voters		\$13,905.48	\$2,781.36	\$16,686.84
Protective gear (masks, gloves, face shields, etc.), hand-washing stations, hand sanitizers for staff and poll workers and/or voters		\$1,448.91	\$289.78	\$1,738.70
Protective gear (masks, gloves, face shields, etc.), hand-washing stations, hand sanitizers for staff and poll workers and/or voters		\$44.88	\$8.98	\$53.86
Protective gear (masks, gloves, face shields, etc.), hand-washing stations, hand sanitizers for staff and poll workers and/or voters		\$8,895.11	\$1,779.07	\$10,674.18
Plastic covers, initial for stations and/or equipment				

Polling sites - additional leasing space/backlog

Additional leasing as replacement for loss of existing sites, back-up and flow-over				
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Communications - public outreach campaign/media

Voter education/public/media (radio-television-publishing -flyers)- information on voting changes, ballot request options, or voting procedures as implicated by		\$1,056.54	\$211.31	\$1,267.85
Voter education/public/media (radio-television-publishing -flyers)- information on voting changes, ballot request options, or voting procedures as implicated by		\$2,806.91	\$561.40	\$3,368.31
Voter education/public/media (radio-television-publishing -flyers)- information on voting changes, ballot request options, or voting procedures as implicated by		\$1,187.50	\$237.50	\$1,425.00
Poll Worker Signs		\$329.19	\$65.84	\$395.03
Voter ID Cards		\$99,359.60	\$19,880.40	\$119,240.00

Communications - targeted voter mailings

Targeted voter mailings - educational changes or procedures of COVID 19 as impacting voting methods & locations (VBM, EV, ED)				
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Other

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Other

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Other

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Other

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Other

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Other

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TOTAL \$309,618.44 \$61,974.77 \$371,593.21

Signature

Printed name

Date

Mark T. Tatchell
Mark Tatchell
11-02-2020

**CERTIFICATION REGARDING
DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION
LOWER TIER COVERED TRANSACTIONS**

This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, 45 CFR 1183.35, Participants' responsibilities. The regulations were published as Part VII of the May 26, 1988 Federal Register (pages 19160-19211). Copies of the regulations may be obtained by contacting the person to which this proposal is submitted.

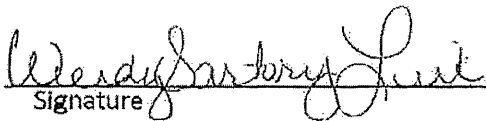
(BEFORE COMPLETING CERTIFICATION, READ INSTRUCTIONS ON REVERSE)

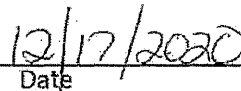
(1) The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.

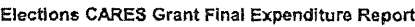
(2) Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

Wendy Sartory Link, Supervisor of Elections

Name and Title of Authorized Representative


Signature


Date



Report must include documentation such as billing, itemized receipts, invoices, bank statements, canceled checks, etc. in support of the figures. Number the supporting documentation in accordance with the list above. Insert additional rows if needed.



Division of Accounting and Auditing – Bureau of Auditing

**AUDIT REQUIREMENTS FOR AWARDS OF
STATE AND FEDERAL FINANCIAL ASSISTANCE**

Note: Rule Chapter 69I-5, Florida Administrative Code (F.A.C.), State Financial Assistance, incorporates this form as well as the regulations cited therein by reference in Rule 69I-5.006, F.A.C. Rule 69I-5.001, F.A.C., incorporates 2 CFR Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, including Subpart F - Audit Requirements, 2018 Edition, and its related Appendix XI, Compliance Supplement, April 2017 and April 2018. The form and regulations can be accessed via the Department of Financial Services' website at <https://apps.fldfs.com/fsaa/>.

The administration of resources awarded by the Department of State to the Sub-recipient may be subject to audits and/or monitoring by the Department of State, as described in this section.

MONITORING

In addition to reviews of audits conducted in accordance with 2 CFR 200, Subpart F - Audit Requirements, and section 215.97, Florida Statutes (F.S.), as revised (see AUDITS below), monitoring procedures may include, but not be limited to, on-site visits by Department of State staff, limited scope audits as defined by 2 CFR §200.425, or other procedures. By entering into this agreement, the recipient agrees to comply and cooperate with any monitoring procedures or processes deemed appropriate by the Department of State. In the event the Department of State determines that a limited scope audit of the recipient is appropriate, the recipient agrees to comply with any additional instructions provided by Department of State staff to the recipient regarding such audit. The recipient further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the Chief Financial Officer (CFO) or Auditor General.

AUDITS**Part I: Federally Funded**

This part is applicable if the recipient is a state or local government or a nonprofit organization as defined in 2 CFR §200.90, §200.64, and §200.70.

1. A recipient that expends \$750,000 or more in federal awards in its fiscal year must have a single or program-specific audit conducted in accordance with the provisions of 2 CFR 200, Subpart F - Audit Requirements. EXHIBIT 1 to this form lists the federal resources awarded through the Department of State by this agreement. In determining the federal awards expended in its fiscal year, the recipient shall consider all sources of federal awards, including federal resources received from the Department of State. The determination of amounts of federal awards expended should be in accordance with the guidelines established in 2 CFR §§200.502-503. An audit of the recipient conducted by the Auditor General in accordance with the provisions of 2 CFR §200.514 will meet the requirements of this Part.
2. For the audit requirements addressed in Part I, paragraph 1, the recipient shall fulfill the requirements relative to auditee responsibilities as provided in 2 CFR §§200.508-512.
3. A recipient that expends less than \$750,000 in federal awards in its fiscal year is not required to have an audit conducted in accordance with the provisions of 2 CFR 200, Subpart F - Audit Requirements. If the recipient expends less than \$750,000 in federal awards in its fiscal year and elects to have an audit conducted in accordance with the provisions of 2 CFR 200, Subpart F - Audit Requirements,

AUDIT REQUIREMENTS FOR AWARDS OF
STATE AND FEDERAL FINANCIAL ASSISTANCE

the cost of the audit must be paid from non-federal resources (i.e., the cost of such an audit must be paid from recipient resources obtained from other than federal entities).

Part II: State Funded

Note: This part is applicable if the recipient is a nonstate entity as defined by section 215.97(2), F.S.

1. In the event that the recipient expends a total amount of state financial assistance equal to or in excess of \$750,000 in any fiscal year of such recipient (for fiscal years ending June 30, 2017, and thereafter), the recipient must have a state single or project-specific audit for such fiscal year in accordance with section 215.97, F.S.; Rule Chapter 69I-5, F.A.C., State Financial Assistance; and Chapters 10.550 (local governmental entities) and 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General. EXHIBIT 1 to this form lists the state financial assistance awarded through the Department of State by this agreement. In determining the state financial assistance expended in its fiscal year, the recipient shall consider all sources of state financial assistance, including state financial assistance received from the Department of State, other state agencies, and other nonstate entities. State financial assistance does not include federal direct or pass-through awards and resources received by a nonstate entity for federal program matching requirements.
2. For the audit requirements addressed in Part II, paragraph 1, the recipient shall ensure that the audit complies with the requirements of section 215.97(8), F.S. This includes submission of a financial reporting package as defined by section 215.97(2), F.S., and Chapters 10.550 (local governmental entities) and 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General.
3. If the recipient expends less than \$750,000 in state financial assistance in its fiscal year (for fiscal years ending June 30, 2017, and thereafter), an audit conducted in accordance with the provisions of section 215.97, F.S., is not required. If the recipient expends less than \$750,000 in state financial assistance in its fiscal year and elects to have an audit conducted in accordance with the provisions of section 215.97, F.S., the cost of the audit must be paid from the nonstate entity's resources (i.e., the cost of such an audit must be paid from the recipient's resources obtained from other than state entities).

Part III: Report Submission

1. Copies of reporting packages for audits conducted in accordance with 2 CFR 200, Subpart F - Audit Requirements, and required by Part I of this form shall be submitted, when required by 2 CFR §200.512, by or on behalf of the recipient directly to the Federal Audit Clearinghouse (FAC) as provided in 2 CFR §200.36 and §200.512.

The FAC's website provides a data entry system and required forms for submitting the single audit reporting package. Updates to the location of the FAC and data entry system may be found at the OMB website

2. Copies of financial reporting packages required by Part II of this form shall be submitted by or on behalf of the recipient directly to each of the following:
 - a. The Department of State at the following addresses:

Department of State, Division of Elections
R.A. Gray Building, Ste 316
500 S. Bronough St.
Tallahassee, FL 32399-0250

AUDIT REQUIREMENTS FOR AWARDS OF
STATE AND FEDERAL FINANCIAL ASSISTANCE

Department of State, Office of Inspector General
R.A. Gray Bldg., Rm. 406
500 S. Bronough Street
Tallahassee, FL
32399-0250

- b. The Auditor General's Office at the following address:

Auditor General
Local Government Audits/342
Claude Pepper Building, Room 401
111 West Madison Street
Tallahassee, Florida 32399-1450

The Auditor General's website (<https://flauditor.gov/>) provides instructions for filing an electronic copy of a financial reporting package.

- c. The Federal Audit Clearinghouse designated in OMB Circular A-133, as revised (the number of copies required by Sections .320 (d)(1) and (2), OMB Circular A-133, as revised, should be submitted to the Federal Audit Clearinghouse), at the following address:

Federal Audit Clearinghouse
Bureau of the Census
1201 East 10th Street
Jeffersonville, IN 47132

3. Copies of reports required by Part III of this form shall be submitted by or on behalf of the recipient directly to:

Department of State
Division of Elections
R.A. Gray Building, Ste 316
500 S. Bronough St.
Tallahassee, FL 32399-0250

4. Any reports, management letters, or other information required to be submitted to the Department of State pursuant to this agreement shall be submitted timely in accordance with 2 CFR §200.512, section 215.97, F.S., and Chapters 10.550 (local governmental entities) and 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, as applicable.
5. Recipients, when submitting financial reporting packages to the Department of State for audits done in accordance with 2 CFR 200, Subpart F - Audit Requirements, or Chapters 10.550 (local governmental entities) and 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, should indicate the date that the reporting package was delivered to the recipient in correspondence accompanying the reporting package.

Part V: Record Retention

The recipient shall retain sufficient records demonstrating its compliance with the terms of the award(s) and this agreement for a period of 5 fiscal years from the date the audit report is issued, and shall allow the Department of State, or its designee, the CFO, or Auditor General access to such records upon request. The recipient shall ensure that audit working papers are made available to the Department of State, or its designee, the CFO, or Auditor General upon request for a period of 5 fiscal years from the date the audit report is issued, unless extended in writing by the Department of State.

AUDIT REQUIREMENTS FOR AWARDS OF
STATE AND FEDERAL FINANCIAL ASSISTANCE

EXHIBIT 1

**Federal Resources Awarded to the Recipient
Pursuant to this Agreement Consist of the Following:**

1. Federal Help America Vote Act—Catalog of Federal Domestic Assistance (CFDA) § 90.404 HAVA Election Security Grants
Federal Program: Section 101 of the Help America Vote Act of 2002
Federal Agency: U.S. Election Assistance Commission
CFDA No./Title: 90.404 Election Security Grants
Award Amount: See Attachment A
2. Federal Help America Vote Act—Catalog of Federal Domestic Assistance (CFDA) § 90.401 HAVA Requirements Payments
Federal Program: Section 251 of the Help America Vote Act of 2002
Federal Agency: U.S. Election Assistance Commission
CFDA No./Title: 90.401 Requirements Payments
Award Amount: See Attachment A

**Compliance Requirements Applicable to the Federal Resources
Awarded Pursuant to this Agreement are as Follows:**

1. CFDA Number 90.404, HAVA Election Security Grants
Part I of Subtitle D of Title II (Sections 251-258) and Title III of Public Law 107-252, the Help America Vote Act of 2002, Sections 301-305, and Sections 902 and 906. EAC has determined that the following Office of Management and Budget guidelines apply: Cost Principles for State, Local, and Indian Tribal Governments, 2 § CFR Part 225; Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments, OMB Circular A-110 (amended 9/30/99).

Federal Program: Sections 101 and 251 of the Help America Vote Act of 2002 and Consolidated Appropriations Act, 2018 (Public Law 115-141)

List applicable compliance requirements as follows:

1. See Help America Vote Act of 2002 - <https://www.gpo.gov/fdsys/pkg/PLAW-107publ252/pdf/PLAW-107publ252.pdf>
2. See Florida's HAVA State Plan, as updated in 2009. <https://dos.myflorida.com/elections/laws-rules/help-america-vote-act/>
3. See Allowable Expenses in Attachment A to Memorandum of Agreement
1. NOTE: Section .400(d) of OMB Circular A-133, as revised, and Section 215.97(5), Florida Statutes, require that the information about Federal Programs and State Projects included in Exhibit 1 be provided to the recipient.

State Resources Awarded to the Recipient Pursuant to this Agreement Consist of the Following:

	N/A
Matching Resources for Federal Programs:	N/A
Subject to Section 215.97, F.S.:	N/A

Compliance Requirements Applicable to State Resources Awarded Pursuant to this Agreement Are as Follows:

N/A

**MEMORANDUM OF AGREEMENT
FOR FEDERAL ELECTION CYBERSECURITY INITIATIVES**

This agreement is between the State of Florida, Department of State, Division of Elections ("Department"), an agency of the State of Florida, and Wendy Sartory Link Supervisor of Elections ("Sub-recipient") for Polk Beach County County, Florida. This agreement governs the receipt and use of federal funds as specified herein.

I. Governing Law

Grant funds are made available pursuant to Specific Appropriation 3160, Chapter 2019-115, Laws of Florida:

Funds provided in Specific Appropriation 3160, shall be distributed to county Supervisors of Elections for the continuation of cybersecurity initiatives and improvements made by Supervisors of Elections at the local level and in preparation for the 2020 Presidential Election.

County Supervisors of Elections will receive funds only after providing the Department of State a detailed description of the programs that will be implemented. Funds distributed to county Supervisors of Elections require a certification from the county that matching funds will be provided in an amount equal to fifteen percent of the amount to be received from the state.

The Department of State is authorized to distribute to Sub-recipients a sum total of two million, eight hundred thousand dollars (\$2,800,000) in non-recurring funds for fiscal year 2019-2020 from the Federal Grants Trust Fund, pursuant to sections 101 and 251 of the Help America Vote Act of 2002 (HAVA) and the Catalog of Federal Domestic Assistance (CFDA) 90.401 ("Requirements Payments") and 90.404 ("Help America Vote Act Election Security Funds").

II. Scope of Work, Deliverables, Restrictions

A. Scope of Work

Funds provided under this agreement shall be used for either advance payment, reimbursement, or a combination of advanced payment and reimbursement for the purchase of goods and services for the continuation of cybersecurity initiatives and improvements at the local level in preparation for the 2020 Presidential Election. The allowable goods and services are specified in each Sub-recipient's individual Election Security Improvement Plan (**Attachment A**).

B. Timeline

The grant agreement shall be in effect for the period of 7/1/2019 – 5/30/2020.

Date	Event
7/1/2019	Beginning of period in which expenditures can qualify for reimbursement
2/14/2020	Deadline for Sub-recipient to apply for grant
5/1/2020	Deadline for Sub-recipient to expend advance funds for allowable goods and services End of period in which expenditures can qualify for reimbursement
5/30/2020	Deadline for Sub-recipient to submit Fiscal report, election security post-assessment, and return any unspent advance funds End of grant period

MOA # 2019-2020-0001-_____

C. Deliverables, Minimum Levels of Service, and Financial Consequences

Deliverables	Minimum Level of Service	Financial Consequences
1. Election Security Remediation Plan	Sub-recipient shall, to the Department's satisfaction, submit an election security remediation plan. The plan shall be securely transmitted to the Department in a format provided by the Department prior to submission of grant agreement.	If a Sub-recipient does not have an election security remediation plan on file with the Department upon submission of grant agreement, no funds shall be released.
1) 2. Grant Agreement Including Election Security Improvement Plan (Attachment A)	Sub-recipient shall, with the assistance of the Department's cyber navigator, develop an election security improvement plan (Attachment A) that is in accordance with the Sub-recipient's Election Security Remediation plan. The improvement plan shall list the specific goods and services to be purchased to improve election security. The agreement and plan shall be securely transmitted to the Department in a format provided by the Department no later than February 14, 2020.	If Sub-recipient does not transmit an executed grant agreement, including an Election Security Improvement Plan to the Department, no funds shall be released.
2) 3. Election Security Post-Assessment Report and Fiscal Report (Attachment D)	No later than May 30, 2020, Sub-recipient shall transmit to the Department an Election Security Grant Post-Assessment and Fiscal Report (Attachment D) that lists how improvements in the Sub-recipient's election security were effectuated by the grant funds, and accounts for all funds provided under this agreement.	If the Election Security Grant Post-Assessment and Fiscal report is not provided to the Department by May 30, 2020, the Sub-recipient shall return all funds previously advanced, and shall forfeit the opportunity to seek reimbursement, under this agreement.

D. Application

Each eligible Sub-recipient is entitled to request up to the maximum amount shown on the Sub-recipient's Election Security Improvement Plan (**Attachment A**). The amount allocated to each Sub-recipient is based on the assessed election security needs of the Sub-recipient.

Additionally, as part of the application, the Sub-recipient must submit the following:

1. A completed ED Form GCAS-009 (6/88), entitled "Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion Lower Tier Covered Transactions", (**Attachment B**). Executive Order 12549, Debarment and Suspension, 45 CFR 1183.35, prohibits the disbursement of federal funds to the intended recipient of such funds or to any sub-recipient thereunder unless such recipient and each sub-recipient, if any, certify that they are not excluded or disqualified from receiving federal funds by any federal department or agency.
2. Except for counties designated by the Department of Economic Opportunity as an Economically Distressed Rural Community¹, a completed "Certification Regarding County Matching Funds" (DS-DE

¹ The Department of Economic Opportunity has designated the following counties: Baker, Bradford, Calhoun, Columbia, DeSoto, Dixie, Flagler, Franklin, Gadsden, Gilchrist, Glades, Gulf, Hamilton, Hardee, Hendry, Highlands,

127), (Attachment C). The form certifies that the county governing body shall provide additional funds to match in an amount equal to or more than fifteen percent (15%) of the amount to be received from the state. If the county governing body fails to appropriate the matching funds, all funds received must be returned.

E. Post-Assessment and Fiscal Reporting

The Sub-recipient must submit a report using the Election Security Grant Post-Assessment and Fiscal Report Template (Attachment D) along with supporting documentation evidencing allowable expenses no later than May 30, 2020. Supporting documentation shall include invoices, canceled checks, purchase orders, vendor contracts, and other records that detail the services or products purchased and the costs of such services and/or products. Documentation must account for all expenditures made from grant funds awarded under this agreement. Documentation must also provide details regarding matching funds, if applicable, and any interest earned. Along with the report, Sub-recipient shall return any unspent advanced funds.

Any funds determined not to be expended in accordance with this agreement shall be returned, including any interest earned, to the Department within 30 days of written notice. All funds returned shall revert to the Federal Grants Trust Fund.

F. Restrictions

Sub-recipient shall not use any funds received hereunder to support lobbying activities to influence proposed or pending federal or state legislation or appropriations, but this does not affect the right of the Sub-recipient, or that of any other organization to petition Congress, or any other level of Government, through the use of other resources.

If the Sub-recipient expends any funds on expenses that are not allowable, the Sub-recipient must reimburse immediately the funds to the Department, not otherwise expended for allowable costs, including any interest earned during the term of this agreement.

The Sub-recipient must establish and maintain the grant funds in an interest bearing account in a “qualified public depository” as defined by section 280.02(26), Florida Statutes. The Sub-recipient must segregate the funds in a separate account established to hold only such funds. Sub-recipient must comply with the applicable requirements of chapter 280, including but not limited to:

- The execution and retention in your official records of a Public Deposit Identification and Acknowledgement Form.
- The submission each year by November 30th of a Public Depositor Annual Report to the Chief Financial Officer (DFS-J1-1009)

For more information refer to the Department of Financial Services Collateral Management for Governmental Units webpage or contact the Program Administrator at 850-413-3167.

III. Payments

A. Advance Payment

Holmes, Jackson, Jefferson, Lafayette, Levy, Liberty, Madison, Nassau, Okeechobee, Putnam, Suwannee, Taylor, Union, Wakulla, Washington, Walton.

MOA # 2019-2020-0001-_____

Upon successful completion of the second deliverable, the Department shall render advance funds to the Sub-recipient, up to the amount of the grant award, as specified in the Sub-recipient's election security improvement plan (**Attachment A**). The window for the expenditure of advance funds begins on the day funds are received by the sub-recipient and expires on 5/1/2020.

B. Reimbursement

Upon successful completion of the third deliverable, the Department shall render reimbursement funds to the Sub-recipient, up to the amount of the grant award, as specified in the Sub-recipient's election security improvement plan (**Attachment A**). The window in which expenditures can qualify for reimbursement begins on 7/1/2019 and expires on 5/1/2020.

C. Electronic Funds Transfer

The Sub-recipient is encouraged to use electronic funds transfer (EFT) to receive payment as an alternative to receipt of payment by warrant. All Sub-recipients wishing to receive funds through electronic funds transfer must submit a Direct Deposit Authorization form to the Florida Department of Financial Services. If EFT has already been set up for your organization, you do not need to submit another authorization form unless you have changed bank accounts.

IV. Monitoring, Audits, and Audit Reporting

The administration of resources awarded to the Sub-recipient may be subject to monitoring, audits and reporting requirements, as indicated on **Attachment E** and **Exhibit 1 to Attachment E**.

A. Other audits

The Department may conduct a limited scope audit of federal funds or other financial analysis or review of federal funds as permitted by federal law. In the event the Department determines that a limited scope audit or other type of audit of the Sub-recipient is appropriate, the Sub-recipient agrees to comply with any additional instructions provided by Department staff to the Sub-recipient regarding such audit. If the Department determines that federal funds received under this Agreement were used for any unauthorized purpose or that the Sub-recipient did not comply with this agreement or state or federal requirements for receipt, expenditure, or accounting, the Sub-recipient must return or repay these federal funds in an amount sufficient to ensure or obtain compliance, including expenses for any corrective or remedial action.

The Sub-recipient further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the Department, Chief Financial Officer (CFO) or Auditor General.

Additional guidance to state and federal monitoring and auditing requirements may be found at <https://www.eac.gov>.

B. Audit Report Submission

Copies of financial reporting packages shall be submitted as described in Part III of **Attachment E**. Any reports, management letter, or other information required to be submitted to the Department

MOA # 2019-2020-0001-_____

pursuant to this agreement shall be submitted timely with federal requirements, the Florida Statutes, and/or Chapter 10.550 (local governmental entities) of the Rules of the Auditor General, whichever is applicable. The correspondence accompanying the financial reporting package forwarded to the Department must include the date the Sub-recipient received the reporting package.

V. Record Retention

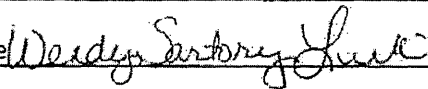
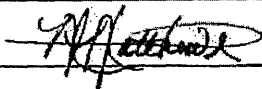
Documentation associated with this grant may contain sensitive and/ confidential information that is exempt from public records disclosure pursuant to Florida and federal laws including but not limited to Section 282.318, F.S., Cybersecurity Information Sharing Act (CISA), and based on the U.S. Department of Homeland Security's designation of elections as a critical infrastructure as of January 2017.

The Sub-recipient shall retain accurate and detailed records sufficient to demonstrate its compliance with the terms of this agreement for five fiscal years from the date an audit report is issued, and shall allow the Department, the Chief Financial Officer or Auditor General access to such records upon request. The Sub- recipient shall allow the Department or its designee, CFO, or Auditor General access to such records, including access to the audit working papers upon request for a period of five fiscal years from date of audit report is issued, unless extended by the Department.

VI. Entirety of the Agreement

All terms and conditions of this agreement are fully set forth in this document and its attachments and shall be governed by the laws of the State of Florida. The parties agree that proper venue will be in Leon County, Florida. This agreement is effective as of the date it is fully executed.

IN WITNESS THEREOF, the parties have caused this Agreement to be executed by their undersigned officials as duly authorized.

By County Supervisor of Elections/Sub-recipient		By Department of State, Division of Elections	
Signature		Signature	
Name and Title	Wendy Sartory Linc PBC SOE	Name and Title	Maria Matthews, Director, Division of Elections
Address	240 S. Military Trail, WPB, FL 33415	Address	R.A. Gray Building, Ste. 316 500 S. Bronough Street, Tallahassee, Florida 32399
County FEID	74-3196272		
Witness	E. Linc	Witness	Not Required
Date	5-1-2020	Date	7/1/2020

ΑΤΤΑ:

Election Security Improvement Plan

County	Palm Beach		
Funds Allocated to County	\$121,999.90	Advance: \$0	Reimbursement: \$136,864.77
County Match Requirement	\$18,299.99	Revised Reimbursement: \$111,101.59	
	Specific Goods or Services to be Purchased (or reimbursed for prior purchase)	Cost	Advance or Reimbursement

As supervisor of Elections for the above named county, I acknowledge that grant funds shall be used only for the continuation of cybersecurity initiatives and improve

Wendell S. Torrey, Clerk 7/15/2020
 Supervisor of Elections Date

**CERTIFICATION REGARDING
DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION
LOWER TIER COVERED TRANSACTIONS**

This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, 45 CFR 1183.35, Participants' responsibilities. The regulations were published as Part VII of the May 26, 1988 Federal Register (pages 19160-19211). Copies of the regulations may be obtained by contacting the person to which this proposal is submitted.

(BEFORE COMPLETING CERTIFICATION, READ INSTRUCTIONS ON REVERSE)

(1) The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.

(2) Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

Wendy Sartory Link

Name and Title of Authorized Representative

Wendy Sartory Link

Signature

5/15/2020

Date

Reporting County Matching Funds

County: Palm Beach

Total Match Amount: \$18,299.99

Select one that applies:

Non-Federal Funds Cash: ☐

In-Kind: ☒

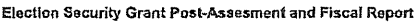
If selected cash match, please provide a copy of a bank statement showing the match that has been allocated. This amount cannot be cash received through another federal grant program.

If In-Kind, please provide a description below of each item that is being allocated toward match. The items that are provided cannot have been paid for by prior federal funds received or before July 1, 2019.

Security fencing for warehouse inside the location
to secure the tabulation area and ballots; security
officers and Sheriff's deputies for security and bomb
threat sweeps; ~~computer hardware and software upgrades~~ computer hardware
and software upgrades

Wendy Sartory Link

Wendy Sartory Link
Supervisor of Elections

[illegible]

Report must include documentation such as billing, itemized receipts, invoices, bank statements, canceled checks, etc. in support of the figures. Number the supporting documentation in accordance with the list above. Insert additional rows if needed.

**AUDIT REQUIREMENTS FOR AWARDS OF
STATE AND FEDERAL FINANCIAL ASSISTANCE**

Note: Rule Chapter 69I-5, Florida Administrative Code (F.A.C.), State Financial Assistance, incorporates this form as well as the regulations cited therein by reference in Rule 69I-5.006, F.A.C. Rule 69I-5.001, F.A.C., incorporates 2 CFR Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, including Subpart F - Audit Requirements, 2018 Edition, and its related Appendix XI, Compliance Supplement, April 2017 and April 2018. The form and regulations can be accessed via the Department of Financial Services' website at <https://apps.fldfs.com/fsaa/>.

The administration of resources awarded by the Department of State to the Sub-recipient may be subject to audits and/or monitoring by the Department of State, as described in this section.

MONITORING

In addition to reviews of audits conducted in accordance with 2 CFR 200, Subpart F - Audit Requirements, and section 215.97, Florida Statutes (F.S.), as revised (see AUDITS below), monitoring procedures may include, but not be limited to, on-site visits by Department of State staff, limited scope audits as defined by 2 CFR §200.425, or other procedures. By entering into this agreement, the recipient agrees to comply and cooperate with any monitoring procedures or processes deemed appropriate by the Department of State. In the event the Department of State determines that a limited scope audit of the recipient is appropriate, the recipient agrees to comply with any additional instructions provided by Department of State staff to the recipient regarding such audit. The recipient further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the Chief Financial Officer (CFO) or Auditor General.

AUDITS**Part I: Federally Funded**

This part is applicable if the recipient is a state or local government or a nonprofit organization as defined in 2 CFR §200.90, §200.64, and §200.70.

1. A recipient that expends \$750,000 or more in federal awards in its fiscal year must have a single or program-specific audit conducted in accordance with the provisions of 2 CFR 200, Subpart F - Audit Requirements. EXHIBIT 1 to this form lists the federal resources awarded through the Department of State by this agreement. In determining the federal awards expended in its fiscal year, the recipient shall consider all sources of federal awards, including federal resources received from the Department of State. The determination of amounts of federal awards expended should be in accordance with the guidelines established in 2 CFR §§200.502-503. An audit of the recipient conducted by the Auditor General in accordance with the provisions of 2 CFR §200.514 will meet the requirements of this Part.
2. For the audit requirements addressed in Part I, paragraph 1, the recipient shall fulfill the requirements relative to auditee responsibilities as provided in 2 CFR §§200.508-512.
3. A recipient that expends less than \$750,000 in federal awards in its fiscal year is not required to have an audit conducted in accordance with the provisions of 2 CFR 200, Subpart F - Audit Requirements. If the recipient expends less than \$750,000 in federal awards in its fiscal year and elects to have an audit conducted in accordance with the provisions of 2 CFR 200, Subpart F - Audit Requirements,

AUDIT REQUIREMENTS FOR AWARDS OF
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the cost of the audit must be paid from non-federal resources (i.e., the cost of such an audit must be paid from recipient resources obtained from other than federal entities).

Part II: State Funded

Note: This part is applicable if the recipient is a nonstate entity as defined by section 215.97(2), F.S.

1. In the event that the recipient expends a total amount of state financial assistance equal to or in excess of \$750,000 in any fiscal year of such recipient (for fiscal years ending June 30, 2017, and thereafter), the recipient must have a state single or project-specific audit for such fiscal year in accordance with section 215.97, F.S.; Rule Chapter 69I-5, F.A.C., State Financial Assistance; and Chapters 10.550 (local governmental entities) and 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General. EXHIBIT 1 to this form lists the state financial assistance awarded through the Department of State by this agreement. In determining the state financial assistance expended in its fiscal year, the recipient shall consider all sources of state financial assistance, including state financial assistance received from the Department of State, other state agencies, and other nonstate entities. State financial assistance does not include federal direct or pass-through awards and resources received by a nonstate entity for federal program matching requirements.
2. For the audit requirements addressed in Part II, paragraph 1, the recipient shall ensure that the audit complies with the requirements of section 215.97(8), F.S. This includes submission of a financial reporting package as defined by section 215.97(2), F.S., and Chapters 10.550 (local governmental entities) and 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General.
3. If the recipient expends less than \$750,000 in state financial assistance in its fiscal year (for fiscal years ending June 30, 2017, and thereafter), an audit conducted in accordance with the provisions of section 215.97, F.S., is not required. If the recipient expends less than \$750,000 in state financial assistance in its fiscal year and elects to have an audit conducted in accordance with the provisions of section 215.97, F.S., the cost of the audit must be paid from the nonstate entity's resources (i.e., the cost of such an audit must be paid from the recipient's resources obtained from other than state entities).

Part III: Report Submission

1. Copies of reporting packages for audits conducted in accordance with 2 CFR 200, Subpart F-- Audit Requirements, and required by Part I of this form shall be submitted, when required by 2 CFR §200.512, by or on behalf of the recipient directly to the Federal Audit Clearinghouse (FAC) as provided in 2 CFR §200.36 and §200.512.

The FAC's website provides a data entry system and required forms for submitting the single audit reporting package. Updates to the location of the FAC and data entry system may be found at the OMB website

2. Copies of financial reporting packages required by Part II of this form shall be submitted by or on behalf of the recipient directly to each of the following:
 - a. The Department of State at the following addresses:

Department of State, Division of Elections
R.A. Gray Building, Ste 316
500 S. Bronough St.
Tallahassee, FL 32399-0250

AUDIT REQUIREMENTS FOR AWARDS OF
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Department of State, Office of Inspector General
R.A. Gray Bldg., Rm. 406
500 S. Bronough Street
Tallahassee, FL
32399-0250

- b. The Auditor General's Office at the following address:

Auditor General
Local Government Audits/342
Claude Pepper Building, Room 401
111 West Madison Street
Tallahassee, Florida 32399-1450
The Auditor General's website (<https://flauditor.gov/>) provides instructions for filing an electronic copy of a financial reporting package.

- c. The Federal Audit Clearinghouse designated in OMB Circular A-133, as revised (the number of copies required by Sections .320 (d)(1) and (2), OMB Circular A-133, as revised, should be submitted to the Federal Audit Clearinghouse), at the following address:

Federal Audit Clearinghouse
Bureau of the Census
1201 East 10th Street
Jeffersonville, IN 47132

3. Copies of reports required by Part III of this form shall be submitted by or on behalf of the recipient directly to:

Department of State
Division of Elections
R.A. Gray Building, Ste 316
500 S. Bronough St.
Tallahassee, FL 32399-0250

4. Any reports, management letters, or other information required to be submitted to the Department of State pursuant to this agreement shall be submitted timely in accordance with 2 CFR §200.512, section 215.97, F.S., and Chapters 10.550 (local governmental entities) and 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, as applicable.
5. Recipients, when submitting financial reporting packages to the Department of State for audits done in accordance with 2 CFR 200, Subpart F - Audit Requirements, or Chapters 10.550 (local governmental entities) and 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, should indicate the date that the reporting package was delivered to the recipient in correspondence accompanying the reporting package.

Part V: Record Retention

The recipient shall retain sufficient records demonstrating its compliance with the terms of the award(s) and this agreement for a period of 5 fiscal years from the date the audit report is issued, and shall allow the Department of State, or its designee, the CFO, or Auditor General access to such records upon request. The recipient shall ensure that audit working papers are made available to the Department of State, or its designee, the CFO, or Auditor General upon request for a period of 5 fiscal years from the date the audit report is issued, unless extended in writing by the Department of State.

AUDIT REQUIREMENTS FOR AWARDS OF
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EXHIBIT 1

**Federal Resources Awarded to the Recipient
Pursuant to this Agreement Consist of the Following:**

1. Federal Help America Vote Act—Catalog of Federal Domestic Assistance (CFDA) § 90.404 HAVA Election Security Grants
Federal Program: Section 101 of the Help America Vote Act of 2002
Federal Agency: U.S. Election Assistance Commission
CFDA No./Title: 90.404 Election Security Grants
Award Amount: See Attachment A
2. Federal Help America Vote Act—Catalog of Federal Domestic Assistance (CFDA) § 90.401 HAVA Requirements Payments
Federal Program: Section 251 of the Help America Vote Act of 2002
Federal Agency: U.S. Election Assistance Commission
CFDA No./Title: 90.401 Requirements Payments
Award Amount: See Attachment A

**Compliance Requirements Applicable to the Federal Resources
Awarded Pursuant to this Agreement are as Follows:**

1. CFDA Number 90.404, HAVA Election Security Grants
Part 1 of Subtitle D of Title II (Sections 251-258) and Title III of Public Law 107-252, the Help America Vote Act of 2002, Sections 301-305, and Sections 902 and 906. EAC has determined that the following Office of Management and Budget guidelines apply: Cost Principles for State, Local, and Indian Tribal Governments, 2 § CFR Part 225; Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments, OMB Circular A-110 (amended 9/30/99).

Federal Program: Sections 101 and 251 of the Help America Vote Act of 2002 and Consolidated Appropriations Act, 2018 (Public Law 115-141)

List applicable compliance requirements as follows:

1. See Help America Vote Act of 2002 - <https://www.gpo.gov/fdsys/pkg/PLAW-107publ252/pdf/PLAW-107publ252.pdf>
2. See Florida's HAVA State Plan, as updated in 2009. <https://dos.myflorida.com/elections/laws-rules/help-america-vote-act/>
3. See Allowable Expenses in Attachment A to Memorandum of Agreement
1. NOTE: Section .400(d) of OMB Circular A-133, as revised, and Section 215.97(5), Florida Statutes, require that the information about Federal Programs and State Projects included in Exhibit 1 be provided to the recipient.

State Resources Awarded to the Recipient Pursuant to this Agreement Consist of the Following:

	N/A
Matching Resources for Federal Programs:	N/A
Subject to Section 215.97, F.S.:	N/A

**Compliance Requirements Applicable to State Resources Awarded Pursuant to this Agreement Are
as Follows:**

N/A



CENTER FOR
TECH AND
CIVIC LIFE

September 30, 2020

Palm Beach County, Florida
Supervisor of Elections
240 South Military Trail
West Palm Beach, FL 33415

Dear Wendy Sartory Link,

I am pleased to inform you that based on and in reliance upon the information and materials provided by Palm Beach County, and the special circumstances Palm Beach County faces administering elections in 2020, the Center for Tech and Civic Life ("CTCL"), a nonprofit organization tax-exempt under Internal Revenue Code ("IRC") section 501(c)(3), has decided to award a grant to support the work of the Palm Beach County Supervisor of Elections ("Grantee").

The following is a description of the grant:

AMOUNT OF GRANT: \$ 6,808,977.94 USD

PURPOSE: The grant funds must be used exclusively for the public purpose of planning and operationalizing safe and secure election administration in Palm Beach County in 2020 ("Purpose").

Before CTCL transmits these funds to Grantee, CTCL requires that Grantee review and sign this agreement ("Grant Agreement") and agree to use the grant funds in compliance with the Grant Agreement and with United States tax laws and the laws and regulations of your state and jurisdiction ("Applicable Laws"). Specifically, by signing this letter Grantee certifies and agrees to the following:

1. Grantee is a local government unit or political subdivision within the meaning of IRC section 170(c)(1).

2. This grant shall be used only for the Purpose described above, and for no other purposes.
3. Due to special circumstances Grantee faces administering elections in 2020, Grantee has produced a plan for safe and secure election administration in 2020, including an assessment of election administration needs and budget estimates for such assessment ("Safe Voting Plan"). The Safe Voting Plan is attached to this agreement. Grantee shall expend the total amount of grant funds listed in the Safe Voting Plan as detailed in the Safe Voting Plan, but may reallocate funds between budget items listed in the Safe Voting Plan or to any other permissible public purpose listed in the online grant application with notice by electronic mail to CTCL. Such reallocation does not require the permission of CTCL.
4. Grantee shall not use any part of this grant to make a grant to another organization, except in the case where the organization is a local government unit or political subdivision within the meaning of IRC section 170(c)(1) or a nonprofit organization tax-exempt under IRC section 501(c)(3), and the subgrant is intended to accomplish the Purpose of this grant. Grantee shall take reasonable steps to ensure that any such subgrant is used in a manner consistent with the terms and conditions of this Grant Agreement, including requiring that subgrantee agrees in writing to comply with the terms and conditions of this Grant Agreement.
5. The grant project period of June 15, 2020 through December 31, 2020 represents the dates between which covered costs may be applied to the grant. The Grantee shall expend the amount of this grant for the Purpose by December 31, 2020.
6. Grantee is authorized to receive this grant from CTCL and certifies that (a) the receipt of these grant funds does not violate any Applicable Laws, and (b) Grantee has taken all required, reasonable and necessary steps to receive, accept and expend the grant in accordance with the Purpose and Applicable Law.
7. The Grantee shall produce a brief report explaining and documenting how grant funds have been expended in support of the activities described in paragraph 3. This report shall be sent to CTCL no later than January 31, 2021 in a format approved by CTCL and shall include with the report a signed certification by Grantee that it has complied with all terms and conditions of this Grant Agreement.
8. This grant may not supplant previously appropriated funds. The Grantee shall not reduce the budget of the Supervisor of Elections ("the Election Department") or fail to appropriate or provide previously budgeted funds to the Election Department for the term of this grant. Any amount supplanted, reduced or not provided in contravention of this paragraph shall be repaid to CTCL up to the total amount of this grant.
9. CTCL may discontinue, modify, withhold part of, or ask for the return all or part of the grant funds if it determines, in its sole judgment, that (a) any of the above terms and conditions of this grant have not been met, or (b) CTCL is required to do so to comply with applicable laws or regulations.



CENTER FOR TECH & CIVIC LIFE
233 N. MICHIGAN AVE., SUITE 1800
CHICAGO, IL 60601
HELLO@TECHANDCIVICLIFE.ORG

10. The grant project period of June 15, 2020 through December 31, 2020 represents the dates between which covered costs for the Purpose may be applied to the grant.

Your acceptance of and agreement to these terms and conditions and this Grant Agreement is indicated by your signature below on behalf of Grantee. Please have an authorized representative of Grantee sign below, and return a scanned copy of this letter to us by email at grants@techandcivicliflife.org.

On behalf of CTCL, I extend my best wishes in your work.

Sincerely,

Tiana m. johnson

Tiana Epps Johnson

Executive Director

Center for Tech and Civic Life

GRANTEE

By: *Wendy Santorum Funk*

Title: *Supervisor of Elections*

Date: *9/30/2020*



CENTER FOR TECH & CIVIC LIFE
233 N. MICHIGAN AVE., SUITE 1800
CHICAGO, IL 60601
HELLO@TECHANDCIVICLIFE.ORG
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Wendy Sartory Link <wendylink@pbcelections.org>

CTCL COVID-19 Response Grant, Extension Request - Approved

1 message

CTCL Grants Team <grants@techandcivicliflife.org>

Wed, Feb 24, 2021 at 7:05 PM

To: wendylink@pbcelections.org

Hello from the CTCL team,

Thank you for submitting your extension request and for your patience throughout the review process. We are pleased to share that CTCL has approved your request for a 6-month extension to the extent that your proposed expenditures fall within the below criteria.

This extension provides you until **June 30, 2021** to expend the remaining **\$1346731.76** of your grant.

Please note the following criteria for your approved extension request:

1. Funds must be used exclusively for the public purpose of planning and operationalizing safe and secure election administration in your jurisdiction.

Additionally remaining funds can only be used for:

- Staffing or administrative costs for continuing expenses relating to the November 2020 general election, including any associated runoffs. These continuing expenses may include:
 - 1. Cleanup, closing out vote history or reconciling poll lists.
 - 2. Responding to media or public information requests relating to the November 2020 election.
 - 3. Any equipment necessary to conduct any of these tasks safely in a pandemic.
- Payment of invoices or expenses incurred or arising from the November 2020 general election, including any associated runoffs, even if the expenses are paid in 2021.
- Expenses related to the safe administration of elections taking place in 2021 during a pandemic, for which an election department is unable to use supplemental federal funds that Congress approved in 2020 (or where federal funds are unavailable).

*Please note that we understand that you may adjust your plans for expending remaining funds based on this criteria. You are **not** required to resubmit an "Additional Information Form" proposed 2021 budget.

2. A final report is to be submitted no later than July 31, 2021. Please submit via the reporting portal.

3. Grantees will be required to return any unspent funds at the time of final reporting.

- Any remaining funds that are not able to be spent on the above categories of expenditures must be returned to CTCL via check by **August 7, 2021**.
 - **Payable to:** Center for Tech and Civic Life
 - **Mailing address:** 233 N Michigan Ave, Suite 1800, Chicago, IL 60601
 - **Attn:** Nareth Phin, Operations Director

Thank you for all your hard work! And as always, let us know if you have any other questions by contacting us at grants@techandciviclife.org.

Best,

The CTCL team