2020 HELP AMERICA VOTE ACT (HAVA) ELECTION SECURITY SUB-GRANT TO TEXAS COUNTIES

Austin, TX 78711

Notice of Grant Award

Grantee:

Grantee:

Grantor: Texas Secretary of State
P.O. Box 12887

Obligation Information

CFDA Number: 90.404 Grant Period: 12/21/2019 - 12/31/2021 Agreement No.:

Funds Description

This obligation of funds constitutes the subgrantee's allocation of funds provided by the State of Texas under its grants from the U.S. Election Assistance Commission (52 U.S.C. §§ 20901, 20903-20905) authorized by the U.S. Congress under the Consolidated Appropriations Act, 2018 (Public Law 115-141) and U.S. Congress under the Consolidated Appropriations Act, 2020 (Public Law 116-93).

Funding Information	Are you requesting more than \$40,000?		
	Maximum Award		Requested Amount
Federal Share	\$120,000	\$	
Required Matching Funds	\$16,000	\$	

Purpose

As authorized under Section 101 of the Help America Vote Act of 2002 (P.L. 107-252) (HAVA) and provided for in the Consolidated Appropriations Acts, 2018 (Public Law 115-141) and 2020 (Public Law 116-93), the purpose of this award is to "improve the administration of elections for Federal office, including to enhance election technology and make election security improvements" to the systems, equipment and processes used in federal elections.

Receipt of Funds

All funds must be deposited into an interest-bearing account in a fund designated for HAVA funds. Interest earned on this award's funds and any net program income shall be retained in the fund and used for allowable activities described in Section 101 of HAVA. Program income is defined as revenue received from a grant-supported activity during the grant period, such as fees from the use or rental of real or personal property acquired with grant funds.

Matching Funds

Total expenditures exceeding \$40,000 must be matched at 20% using county funds, e.g., if a county requests \$120,000, \$80,000 must be matched at 20%.

Grant Administration

Award recipients and sub-recipients must adhere to all applicable federal and state requirements including Office of Management and Budget (OMB) guidance: <u>Title 2 C.F.R. Subtitle A. Chapter II, Part 200-Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (2 C.F.R. § 200) and the <u>Texas Uniform Grant Management Standards (UGMS)</u> maintained by the Texas Comptroller of Public Accounts.</u>

Reporting Requirements

- 1. The county must comply with all expenditure reporting requirements prescribed by the Secretary of State and other reports deemed necessary by the Secretary of State or the federal government.
- 2. The final expenditure report must be submitted to the Secretary of State no later than January 31, 2022. Any unexpended funds will revert back to the state.
- 3. Failure to comply with any and all reporting requirements may result in the Secretary of State withholding any funds distributed to the county, including, but not limited to, Chapter 19 funds, Primary Finance funds issued pursuant to Chapter 173, Texas Election Code, and any other HAVA funding awarded to the county.

Award Contingencies

This award is contingent upon the completion of the following activities:

- 1. Completion of the data entry fields in this agreement, including the electronic signature of the county judge.
- 2. A resolution from the county commissioners court acknowledging certain terms and conditions.
- 3. Implement or have implemented the Drug-Free Workplace Requirements of 2 C.F.R. § 182.200 and comply with subpart C of 2 C.F.R. Part 180- Debarment & Suspension & include in lower-tier covered transactions.

Acknowledgement

By signing this award agreement, the county agrees to comply with all terms and conditions in this Notice, including the attached HAVA Assurances.

06/10/2020	
Ruth R. Hughs	
Texas Secretary of State	County Judge

Required County Match
Describe how the county will meet the required match.
Funding Dumpers Avers
Funding Purpose Areas
Describe how the county will use the funds outlined in this award to "improve the administration of elections for federal office, including enhancements to elections related information systems and technologies and elections related information systems."
including enhancements to elections related information systems and technologies and election security improvements" to include systems, equipment and processes used in federal elections. Where applicable, identify the method or tool used to arrive at the
election security need, including but not limited to, an election security assessment, SOS-prescribed policies and templates, federal
election security resources, etc.
Voting Equipment: Upgrades and replacement equipment – must be HAVA-compliant and paper verifiable
Proposed Activities:
Election Auditing: Costs to conduct review after polls close for the purpose of determining whether the votes were counted
accurately
Proposed Activities:
Voter Registration Systems: Costs to enhance voter registration system security
Proposed Activities:
Cybox Cognity Committy and a committee of the state of th
Cyber Security: Security enhancements to protect the election process (e.g., remediation from election security assessments) Proposed Activities:
Troposed Activities.
Communications: Costs needed to communicate with the public regarding election security
Proposed Activities:
E. S.

disposal and sale price of the property.

TIATA ON LINE ACCUIDANCE		
HAVA GRANT ASSURANCES Resolution from the Governing Body		
A resolution from the county Commissioners Court must be on file with the Secretary of State that includes, at a minimum, the following statements (the same resolution may be used for any HAVA funds awarded to the county provided the statements remain true and correct):		
Commissioners Court agrees that the expenditure of the funds will be in accordance with applicable federal and state law and any agreement betweenCounty and the State of Texas, Office of the Secretary of State as authorized under Section 101 of the Help America Vote Act of 2002 and in consultation and agreement with the county election official(s) as defined in Sections 12.001 and 31.091 of the Texas Election Code. Commissioners Court agrees to assign a single point of contact (SPOC) to act on behalf of the county in communicating with the Office of the Secretary of State, including the submission of all necessary reports. Commissioners Court agrees claims against the fund shall be audited and approved in the same manner as other claims against the county before they are paid. Commissioners Court agrees that it will not consider the availability of the funds in adopting the county budget. Commissioners Court agrees that in the event of loss, misuse, or noncompliance pursuant to any grant award agreement with the Secretary of State,Commissioners Court assures that the funds will be returned to the Office of the Secretary of State in full.		
State Voting System Certification		
If equipment or software is being acquired that requires Secretary of State prior approval pursuant to Section 123.035 of the Texas Election Code, the county must comply with the following: 1. Provide a copy of the relevant portions of the contract containing the identifying information that the Secretary of State needs to determine whether the version of what is being acquired under the contract complies with the applicable requirements. 2. The county may not expend funds unless it has received a letter from the Secretary of State confirming that the acquisition under the contract satisfies the applicable requirements for approval.		
Financial Management Standards		
The financial management system of the county must meet the following standards: 1. Financial reporting. Accurate, current, and complete disclosure of the financial results of financially assisted activities must be made in accordance with the financial reporting requirements of the grant award. 2. Accounting records. The county must maintain records which adequately identify the source and application of funds provided for financially-assisted activities. These records must contain information pertaining to grant awards and authorizations, obligations, unobligated balances, assets, liabilities, outlays or expenditures, and income. 3. Internal control. Effective control and accountability must be maintained for all grant award cash, real and personal property, and other assets. The county must adequately safeguard all such property and must assure that it is used solely for authorized purposes. 4. Budget control. Actual expenditures or outlays must be compared with budgeted amounts for each grant award. Financial		
information must be related to performance or productivity data, including the development of unit cost information whenever appropriate or specifically required in the grant award agreement. If unit cost data are required, estimates based on available documentation will be accepted whenever possible. 5. Allowable cost. Applicable OMB cost principles, agency program regulations, and the terms of grant award agreement will be followed in determining the reasonableness, allowability, and allocability of costs. 6. Source documentation. Accounting records must be supported by such source documentation as canceled checks, paid bills, payrolls, time and attendance records, contract and grant award documents, etc. 7. The Secretary of State or its designee may review the adequacy of the financial management system of any applicant for financial assistance as part of a pre-award review or at any time subsequent to award.		
Procurement		
The county shall use its own procurement procedures and regulations, provided that the procurement conforms to applicable laws and the standards identified in Chapter III (State Uniform Administrative Requirements for Grants and Cooperative Agreements), Subpart C, Section 36 of the Uniform Grant Management Standards.		
Property Management		
Procedures for managing equipment (including replacement equipment), whether acquired in whole or in part with grant funds, until disposition takes place will, at a minimum, meet the following requirements: 1. Property records must be maintained that include a description of the property, a serial number or other identification number, the		

2. A physical inventory of the property must be taken and the results reconciled with the property records at least once every two years.

source of property, who holds title, the acquisition date and cost of the property, percentage of the Secretary of State participation in the cost of the property, the location, use and condition of the property, and any ultimate disposition data including the date of

3. A control system must be developed to ensure adequate safeguards to prevent loss, damage, or theft of the property. Any loss, damage, or theft shall be investigated. Certain types of equipment are classified as "controlled assets". The Comptroller's State Property Accounting User Manual, available on the Internet, contains the most current listing.

- 4. Adequate maintenance procedures must be developed to keep the property in good condition.
- 5. Counties should attempt to get trade-in value or sell HAVA-funded equipment after it is no longer needed for its original intended purpose, and use the proceeds toward replacement equipment or other related activities. Proper sales procedures must be established to ensure the highest possible return.

Records Retention

- 1. The county must maintain records for at least three years following the submission of the final expenditure report.
- 2. If any litigation, claim, negotiation, audit or other action involving the records has been started before the expiration of the 3-year period, the records must be retained until completion of the action and resolution of all issues which arise from it, or until the end of the regular 3-year period, whichever is later.

Compliance Reviews

- 1. Compliance reviews include programmatic and financial auditing.
- 2. The Secretary of State reserves the right to conduct its own audit or contract with another entity to audit the county.
- 3. The Secretary of State or its designee may conduct compliance reviews throughout the existence of a grant or conduct an audit after the grant period has ended. The county must make all grant-related records available to the Secretary of State or its representatives unless the information is sealed by law.
- 4. Compliance reviews may be on-site or desk reviews and may include any information that the Secretary of State deems relevant to the project.

Remedies for Noncompliance

If a county fails to comply with any term or condition of this award agreement or any applicable statutes, rules, regulations, or guidelines, Secretary of State may take one or more of the following actions:

- 1. Require the return of funds if disbursements have already been made.
- 2. Temporarily withhold all payment to the county pending correction of the deficiency by the county.
- 3. Temporarily withhold all payments for other HAVA grant funds awarded to the county pending correction of the deficiency by the county.
- 4. Disallow all or part of the cost of the activity or action that is not in compliance.
- 5. Impose administrative sanctions, other than fines, on the county.
- 6. Withhold further HAVA grant funds from the county.
- 7. Terminate the award agreement in whole or in part.
- 8. Exercise other remedies that may be legally available.

Collection of Amount Due

Any funds paid to the county in excess of the amount to which the county is finally determined to be entitled under the terms of the award constitute a debt to the Secretary of State. If not paid within 30 days after demand, the federal or state agency may reduce the debt by:

- 1. Making an administrative offset against other requests for reimbursements:
- 2. Withholding payments otherwise due to the county; or
- 3. Other action permitted by law.

Except where otherwise provided by statutes or regulations, the federal government may charge interest on an overdue debt in accordance with the Federal Claims Collection Standards (4 CFR Ch. II). The date from which interest is computed is not extended by litigation or the filing of any form of appeal.

Standard Federal Assurances

Certification Regarding Lobbying for Contracts, Grants, Loans and Cooperative Agreements

The signing authority certifies, to the best of his or her knowledge and belief, that:

- (1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the signing authority, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the signing authority shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions.
- (3) The signing authority shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction

imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Certification Regarding Trafficking in Persons

The signing authority certifies to his or her understanding that this grant is subject to the requirements of Section 106(g) of the Trafficking Victims Protection Act of 2000, as amended (22 U.S.C. § 7104) as follows:

- I. Provisions applicable to a recipient that is a private entity.
 - A. You as the recipient, your employees, subrecipients under this award, and subrecipients' employees may not:
 - 1. Engage in severe forms of trafficking in persons during the period of time that the award is in effect;
 - 2. Procure a commercial sex act during the period of time that the award is in effect; or
 - 3. Use forced labor in the performance of the award or subawards under the award.
 - B. We as the federal awarding agency may unilaterally terminate this award, without penalty, if you or a subrecipient that is a private entity
 - 1. Violates a prohibition in paragraph A of this award term; or
 - 2. Has an employee who violates a prohibition in paragraph A of this award term through conduct that is either:
 - a) Associated with performance under this award; or
 - b) Imputed to you or the subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 CFR Part 180, "OMB guidelines to Agencies on Government-wide Debarment and Suspension (Nonprocurement)".
- II. Provisions applicable to a recipient other than a private entity. We as the Federal awarding agency may unilaterally terminate this award, without penalty, if a subrecipient that is not a private entity—
 - A. Is determined to have violated an applicable prohibition of paragraph I.A of this award
 - B. term; or
 - C. Has an employee who is determined by the agency official authorized to terminate the award to have violated an applicable prohibition in paragraph l.A of this award term through conduct that is—
 - 1. Associated with performance under this award; or
 - 2. Imputed to you using the standards and due process for imputing conduct of an individual to an organization that are provided in 2 CFR Part 180, "OMB 12 Guidelines to Agencies on Government-wide Debarment and Suspension (Nonprocurement)," as implemented by our agency at 2 CFR Part 2200.
- III. Provisions applicable to any recipient.
 - A. You must inform us immediately of any information you receive from any source alleging a violation of a prohibition in paragraph I A of this award term.
 - B. Our right to terminate unilaterally that is described in paragraph (1) and (2) of this section:
 - 1. Implements section 106(g) of the Trafficking Victims Protection Act of 2000 (TVPA), as amended (22 U.S.C. 7104(g)), and
 - 2. Is in addition to all other remedies for noncompliance that are available to us under this award.
 - C. You must include the requirements of paragraph I A of this award term in any subaward you make to a private entity.
- IV. Definitions. For purposes of this award term:
 - A. "Employee" means either:

- 1. An individual employed by you or a subrecipient who is engaged in the performance of the project or program under this award; or
- 2. Another person engaged in the performance of the project or program under this award and not compensated by you including, but not limited to, a volunteer or individual whose service are contributed by a third party as an in-kind contribution toward cost sharing or matching requirements.
- B. "Forced labor" means labor obtained by any of the following methods: the recruitment, harboring, transportation, provision, or obtaining of a person for labor or services, through the use of force, fraud, or coercion for the purpose of subjection to involuntary servitude, peonage, debt bondage, or slavery.
- C. "Private entity":
 - 1. Means any entity other than a State, local government, Indian tribe, or foreign public entity, as those terms are defined in 2 CFR §175.25.
 - 2. Includes:
 - a) A nonprofit organization, including any non-profit institution of higher education, hospital, or tribal organization other than one included in the definition of Indian tribe at 2 CFR § 175.25(b).
 - b) A for-profit organization.
- D. "Severe forms of trafficking in persons," "commercial sex act," and "coercion" have the meanings given at section 103 of the TVPA, as amended (22 U.S.C. § 7102).

SINGLE POINT OF CONTACT AND PAYMENT INFORMATION

Name		
Title		
Phone	Fax	
Email		
Address		
Mail Code*		
*Payments will be issued using the county provide the three-digit mail code in the space please contact your county treasurer/auditor	ce provided above. If you ai	and a designated mail code. Please re unsure of what mail code to use,



Certificate Of Completion

Envelope Id: E3E2CDD481604781BBBCE25EFB9147EC

Subject: Collin - Chris Hill: TX-Election Security NGA

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Document Pages: 4

Supplemental Document Pages: 4

Certificate Pages: 5 AutoNav: Enabled

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Envelope Originator:

Amanda Grossman

AGrossman@sos.texas.gov

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Holder: Amanda Grossman

AGrossman@sos.texas.gov

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Signature

Signatures: 0

Initials: 0

Pool: Texas Secretary of State

Location: DocuSign

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Signer Events

Collin - Chris Hill

chill@collincountytx.gov

Security Level: Email, Account Authentication

(None)

Electronic Record and Signature Disclosure:

Not Offered via DocuSign

Election Security Admin

ElectionSecurity@sos.texas.gov

Security Level: Email, Account Authentication

(None)

Electronic Record and Signature Disclosure:

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EFM Admin

EFMAdmin@sos.texas.gov

Security Level: Email, Account Authentication

(None)

Electronic Record and Signature Disclosure:

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ID: f991712b-ea0a-4cf1-8049-c657dfaca258

Dan Glotzer

DGlotzer@sos.texas.gov

Security Level: Email, Account Authentication

(None)

Electronic Record and Signature Disclosure:

Not Offered via DocuSign

Keith Ingram

KIngram@sos.texas.gov

Security Level: Email, Account Authentication

(None)

Electronic Record and Signature Disclosure:

Not Offered via DocuSign

AP Admin

SOSAccountsPayable@sos.texas.gov

Security Level: Email, Account Authentication

(None)

Timestamp

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Electronic Record and Signature Disclosure: Not Offered via DocuSign		
In Person Signer Events	Signature	Timestamp
Editor Delivery Events	Status	Timestamp
Agent Delivery Events	Status	Timestamp
Intermediary Delivery Events	Status	Timestamp
Certified Delivery Events	Status	Timestamp
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Witness Events	Signature	Timestamp
Notary Events	Signature	Timestamp
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Payment Events	Status	Timestamps
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ELECTRONIC RECORD AND SIGNATURE DISCLOSURE

From time to time, Carahsoft OBO Texas Secretary of State (we, us or Company) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through the DocuSign system. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to this Electronic Record and Signature Disclosure (ERSD), please confirm your agreement by selecting the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

Getting paper copies

At any time, you may request from us a paper copy of any record provided or made available electronically to you by us. You will have the ability to download and print documents we send to you through the DocuSign system during and immediately after the signing session and, if you elect to create a DocuSign account, you may access the documents for a limited period of time (usually 30 days) after such documents are first sent to you. After such time, if you wish for us to send you paper copies of any such documents from our office to you, you will be charged a \$0.00 per-page fee. You may request delivery of such paper copies from us by following the procedure described below.

Withdrawing your consent

If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

Consequences of changing your mind

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. Further, you will no longer be able to use the DocuSign system to receive required notices and consents electronically from us or to sign electronically documents from us.

All notices and disclosures will be sent to you electronically

Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through the DocuSign system all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

How to contact Carahsoft OBO Texas Secretary of State:

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:

To contact us by email send messages to: salvarado@sos.texas.gov

To advise Carahsoft OBO Texas Secretary of State of your new email address

To let us know of a change in your email address where we should send notices and disclosures electronically to you, you must send an email message to us at salvarado@sos.texas.gov and in the body of such request you must state: your previous email address, your new email address. We do not require any other information from you to change your email address.

If you created a DocuSign account, you may update it with your new email address through your account preferences.

To request paper copies from Carahsoft OBO Texas Secretary of State

To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an email to salvarado@sos.texas.gov and in the body of such request you must state your email address, full name, mailing address, and telephone number. We will bill you for any fees at that time, if any.

To withdraw your consent with Carahsoft OBO Texas Secretary of State

To inform us that you no longer wish to receive future notices and disclosures in electronic format you may:

i. decline to sign a document from within your signing session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;

ii. send us an email to salvarado@sos.texas.gov and in the body of such request you must state your email, full name, mailing address, and telephone number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

Required hardware and software

The minimum system requirements for using the DocuSign system may change over time. The current system requirements are found here: https://support.docusign.com/guides/signer-guide-signing-system-requirements.

Acknowledging your access and consent to receive and sign documents electronically

To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please confirm that you have read this ERSD, and (i) that you are able to print on paper or electronically save this ERSD for your future reference and access; or (ii) that you are able to email this ERSD to an email address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format as described herein, then select the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

By selecting the check-box next to 'I agree to use electronic records and signatures', you confirm that:

- You can access and read this Electronic Record and Signature Disclosure; and
- You can print on paper this Electronic Record and Signature Disclosure, or save or send this Electronic Record and Disclosure to a location where you can print it, for future reference and access; and
- Until or unless you notify Carahsoft OBO Texas Secretary of State as described above, you consent to receive exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you by Carahsoft OBO Texas Secretary of State during the course of your relationship with Carahsoft OBO Texas Secretary of State.