



COUNTY OF LOS ANGELES

**REGISTRAR-RECORDER/COUNTY CLERK**

12400 IMPERIAL HWY. – P.O. BOX 1024, NORWALK, CALIFORNIA 90651-1024

**CONNOR B. McCORMACK**  
REGISTRAR-RECORDER/COUNTY CLERK

November 4, 2003

The Honorable Board of Supervisors  
County of Los Angeles  
383 Kenneth Hahn Hall of Administration  
500 West Temple Street  
Los Angeles, CA 90012

Dear Supervisors:

**AUTHORIZATION TO SUBMIT AN APPLICATION FOR FUNDING CONSIDERATION  
UNDER THE HELP AMERICA VOTE ACT (HAVA) OF 2002  
(ALL DISTRICTS) (3 VOTES)**

**IT IS RECOMMENDED THAT YOUR BOARD:**

Adopt the attached Resolution allowing the Registrar-Recorder/County Clerk (RR/CC) to apply for and receive federal funding under the Help America Vote Act (HAVA) of 2002 to replace punch card voting equipment.

**PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION:**

The purpose of this action is to receive Board approval to apply for and receive Los Angeles County's allotted \$15,842,991.30 in federal HAVA funding. The California Secretary of State's (SOS) Office has received final clearance to distribute funds allotted to California by the HAVA of 2002 to replace punch card voting equipment. The SOS has developed an application procedure that allows 30 counties in the state to apply for the HAVA Title I, Section 102 money if they utilized punch card voting systems during the November 2000 General Election. The required application procedure consists of a HAVA Title I, Section 102 Punch Card Replacement Application Form with attachments, a Resolution from the Board, and a written certification indicating compliance with HAVA requirements.

**Implementation of Strategic Plan Goals:**

**Goal No. 1: Service Excellence:** Provide the public with effective delivery of services within the County by implementing strategies related to fiscal responsibility and service integration by modernizing voting systems.

**Goal No. 4: Fiscal Responsibility:** Ensure the County's fiscal responsibility by effectively managing and enhancing current fiscal strategies as well as pursuing additional revenue options such as federal funding provided by the HAVA of 2002.

**FISCAL IMPACT:**

Approval of the attached Resolution will permit the County to apply for and receive its portion of federal funding provided under Title I, Section 102 of the HAVA of 2002. According to documents provided by the California SOS, the County of Los Angeles is entitled to approximately \$3,192.22 for each of the 4,963 certified precincts used during the November 2000 General Election, for a total of \$15,842,991.30 in federal funds to replace punch card voting systems.

**FINANCING:**

Not Applicable.

**FACTS AND PROVISIONS/LEGAL REQUIREMENTS:**

Title I, Section 102 of the HAVA of 2002 requires payments to states to replace punch card voting systems. California received notice from the United States General Services Administration that its allocation of federal funds are required by the HAVA to be apportioned to counties through a formula that provides a fixed sum of money for each "qualifying precinct", using a "punch card" voting system in the November 7, 2000 General Election. According to the California Statement of the Vote, there were 17,957 qualifying precincts in California for the November 2000 General Election which resulted in a per precinct allocation of approximately \$3,192.22. During the November 2000 General Election, Los Angeles County utilized a punch card voting system at each of its 4,963 voting locations. The County's allocation is \$15,842,991.30 in federal funding to replace its punch card voting system.

The Honorable Board of Supervisors  
November 4, 2003  
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**IMPACT ON CURRENT SERVICES:**

Approval of the Resolution by the Board of Supervisors allows the RR/CC to proceed with applying for dedicated resources to modernize voting equipment utilized by the public.

Respectfully submitted,

CONNOR B. McCORMACK  
Registrar-Recorder/County Clerk

CMC:KC:ds:eb

Attachments

c: Chief Administrative Office  
Executive Officer, Board of Supervisors  
County Counsel

RESOLUTION OF THE LOS ANGELES COUNTY BOARD OF SUPERVISORS  
APPROVING THE APPLICATION FOR FUNDS  
UNDER THE HELP AMERICA VOTE ACT (HAVA) OF 2002  
LOS ANGELES COUNTY APPLICATION FOR HAVA FUNDING

**WHEREAS**, the Help America Vote Act of 2002 has been enacted to improve election administration, specifically the replacement of punch card voting systems in Title I, Section 102; and

**WHEREAS**, the Secretary of State has been delegated the responsibility for the administration of the Help America Vote Act of 2002 and Title I, Section 102 specifically, setting up necessary procedures; and

**WHEREAS**, the Secretary of State has established procedures to require counties to certify by resolution approval of the application process before submission of said application to the Secretary of State;

**NOW, THEREFORE, BE IT RESOLVED** that the Los Angeles County Board of Supervisors:

1. Approves the filing of an application for assistance for the above project to be funded from the Help America Vote Act of 2002, Title I, Section 102; and
2. Certifies the County understands the assurances and certification in the application form which are attached and incorporated herein as Attachment 1, Attachment 2 and Exhibits A through E; and

3. Certifies the County has reviewed and understands the application and procedures; and
4. Appoints the Registrar-Recorder/County Clerk or her designee as agent to conduct all negotiations, execute and submit all documents including, but not limited to applications, State of California Standard Agreement with attachments, payment requests and so on, which may be necessary for the completion of the aforementioned project.

The foregoing resolution was on the \_\_\_\_\_ day of October, 2003, adopted by the Board of Supervisors of the County of Los Angeles and ex-officio the governing body of all other special assessment and taxing districts, agencies and authorities for which said Board so acts.

VIOLET VARONA-LUKENS, Executive  
Officer-Clerk of the Board of Supervisors  
Of the County of Los Angeles

By: \_\_\_\_\_  
Deputy

APPROVED AS TO FORM:

LLOYD W. PELLMAN  
County Counsel

By: \_\_\_\_\_  
JUDY WHITEHURST  
Senior Deputy County Counsel

## CERTIFICATION

1. The County used punch card voting equipment, as defined by the HAVA, Title I, Section 102 (e), to conduct the November 2000 General Election.

**The County of Los Angeles certifies** that Votomatic punch card voting equipment, as defined by the HAVA, Title I, Section 102 (3), was used to conduct the November 2000 General Election.

2. The number of precincts for that election (as reported in the Statement of the Vote for the November 7, 2000 General election, as published by the Secretary of State).

**The County of Los Angeles certifies** that 4,963 precincts, as reported to the State of California in the Statement of the Vote, were used to conduct the November 2000 General Election.

3. That the County either has replaced or agrees to replace all punch card voting systems in every qualifying precinct in the county not later than January 1, 2004 (or January 1, 2006 if the deadline is extended in a waiver requested by the Secretary of State).

**The County of Los Angeles agrees** to replace all punch card voting systems in every qualifying precinct by January 1, 2006 (SOS will request waiver). The County will transition from a punch card voting system to a paper-based optical scan voting system, InkaVote, by March 2004 and anticipates transition to full DRE (direct recording electronic) by no later than January 1, 2006.

4. If the County does not replace, by the specified deadline, all punch card voting equipment in all qualifying precincts, it agrees to refund to the State an amount equal to \$3,192.22 (including any interest, if required by state or federal law) multiplied by the number of qualifying precincts in which all punch card voting equipment is not replaced.

**The County of Los Angeles agrees** to refund to the State, an amount equal to \$3,192.22 (including interest, if required) multiplied by the number of qualifying precincts in which all punch card voting equipment is not replaced.

5. Identifying information (including the name and vendor) for the voting system that the County has purchased, or will purchase, to replace the punch card voting system, and a certification that the replacement voting system:

- A. Is not a punch card voting system within the meaning of Section 102 (e) of the HAVA.

**The County of Los Angeles certifies** that the new voting systems (InkaVote and DRE) are not punch card voting systems within the meaning of Section 102 (e) of the HAVA.

- B. Is not inconsistent with the laws described in Section 906 of the HAVA.

**The County of Los Angeles certifies** that the new voting systems are consistent with the laws described in Section 906 of the HAVA.

- C. Meets the requirement of Section 301 of the HAVA.

**The County of Los Angeles certifies** that the new voting systems meet the requirements of Section 301 of the HAVA.

- D. Is certified by the Secretary of State for use as a voting system in California.

**The County of Los Angeles certifies** that the new voting systems have been certified for use by the California Secretary of State.

- 6. A “State of California Standard Agreement with attachment” must be entered into between the Secretary of State and the County in order for funds to be disbursed. No funds will be able to be disbursed to the County until this contract has been fully executed.

**The County of Los Angeles is attaching** a complete copy of the State of California Standard Agreement with attachments.

## Help America Vote Act of 2002 (HAVA)

### TITLE I – SECTION 102 PUNCH CARD REPLACEMENT APPLICATION

#### County Elections Official Contact

County Name: Los AngelesCounty Address: 12400 Imperial Highway  
Norwalk, CA 90650Contact Name: Conny B. McCormackTitle: Registrar-Recorder County ClerkTelephone: (562) 462-2716Email: cmccorma@rrcc.co.la.ca.usFAX: (562) 529-4790

#### SOS Use Only

Date Received: \_\_\_\_\_

Date Reviewed: \_\_\_\_\_

Date Application Approved: \_\_\_\_\_

Comments: \_\_\_\_\_

A written certification by the County Board of Supervisors must be submitted with this form to address all of the following areas: (see attached procedures)

- a. The county used punch card voting equipment, as defined by the HAVA, Title I Section 102 (e), to conduct the November 7, 2000 General Election.
- b. The number of qualifying precincts for that election (as reported in the Statement of Vote for the November 7, 2000 General Election, as published by the Secretary of State).
- c. That the county either has replaced or agrees to replace all punch card voting systems in every qualifying precinct in the county not later than November 2004 (or January 1, 2006 if the deadline is extended by a waiver requested by the Secretary of State).
- d. If the county does not replace, by the specified deadline, all punch card voting equipment in all qualifying precincts, it agrees to refund to the State an amount equal to \$3,192.22 (including any interest, if required by state or federal law) multiplied by the number of qualifying precincts in which all punch card voting equipment is not replaced.
- e. Specific information on the voting system, including the name and vendor for the voting system that the county has purchased, or will purchase to replace the punch card voting system and copies of receipts of the actual purchase and expenditures.
- f. A certification that the replacement voting system (1) is not a punch card voting system within the meaning of Section 102 of the HAVA; (2) is not inconsistent with the laws described in Section 906 of the HAVA; (3) Meets the requirements of Section 301 of the HAVA; and (4) is certified by the Secretary of State for use as a voting system in California.
- g. Execution of a State of California Standard Agreement (with attachments) between the Secretary of State and the County.

I certify that the information contained in this form including all attachments is true and correct and that the project for which funds are being sought complies with the requirements set forth in the Help America Vote Act of 2002.

Name: Kristin Johnson for  
County Representative McCormack

Date: 10-22-03



STATE OF CALIFORNIA  
**STANDARD AGREEMENT**  
 STD 213 (Rev 05/03)

AGREEMENT NUMBER <b>03SA580060</b>
REGISTRATION NUMBER

1. This Agreement is entered into between the State Agency and the Contractor named below:

STATE AGENCY'S NAME

**SECRETARY OF STATE**

CONTRACTOR'S NAME

County of Los Angeles

2. The term of this Agreement is: **September 1, 2003 through January 1, 2006**

3. The maximum amount of this Agreement is: **\$ 15,842,991.30**

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

Exhibit A – Scope of Work 1 pages

Exhibit B – Budget Detail and Payment Provisions 1 pages

Exhibit C\* – General Terms and Conditions 103

Check mark one item below as Exhibit D:

Exhibit - D Special Terms and Conditions (Attached hereto as part of this agreement) 1 pages

Exhibit - D\* Special Terms and Conditions

Exhibit E – Additional Provisions pages

Exhibit F – Approved Application pages

Exhibit G – County Resolution pages

*Items shown with an Asterisk (\*), are hereby incorporated by reference and made part of this agreement as if attached hereto. These documents can be viewed at [www.cls.dgs.ca.gov/Standard+Language](http://www.cls.dgs.ca.gov/Standard+Language)*

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

**CONTRACTOR**

CONTRACTOR'S NAME (if other than an individual, state whether a corporation, partnership, etc.)

County of Los Angeles

BY (Authorized Signature)

*CS*

DATE SIGNED (Do not type)

PRINTED NAME AND TITLE OF PERSON SIGNING

Conny B. McCormack

ADDRESS

12400 Imperial Highway Norwalk, CA 90650

**STATE OF CALIFORNIA**

AGENCY NAME

Secretary of State

BY (Authorized Signature)

*CS*

DATE SIGNED (Do not type)

PRINTED NAME AND TITLE OF PERSON SIGNING

ADDRESS

1500 11<sup>th</sup> Street, Sacramento, CA 95814

California Department of General  
 Services Use Only

Exempt per

EXHIBIT A  
(Standard Agreement)

SCOPE OF WORK

BACKGROUND:

Section 102 of Title I of the Help America Vote Act requires payments to states to replace punch card voting systems. California received notice from the United States General Services Administration that its allocation of funds is \$57,322,707. Funds are required by the HAVA to be apportioned to counties through a formula that provides a fixed sum of money for each "qualifying precinct" - defined as a precinct using a "punch card" voting system in the November 2000 election. "Punch card" voting systems, for California purposes are Votomatic, Pollstar, and Datavote. According to the Statement of Vote for the November 7, 2000 General Election, there were 17,957 qualifying precincts in California, resulting in a per precinct allocation of \$3,192.22.

Thirty (30) counties of California used a punch card voting system in November 2000, the number of qualifying precincts in each county. The State is required to replace all punch card voting systems by January 1, 2004, or it can request an extension to January 1, 2006. If any punch card voting systems are not replaced by this date, the State is required to refund the unused monies to the federal government.

The amount of funds for each county is prescribed by formula in the HAVA and the state may not direct unused funds to any other purpose. Los Angeles County has been allocated \$ 15,842,957 based upon this formula.

COUNTIES RESPONSIBILITIES:

Los Angeles County herein after referred to as County, shall use said allocation prior to January 1, 2004 (or January 1, 2006 if the deadline is extended in a waiver requested by the Secretary of State) to replace it's Votomatic Voting System under Title I - Section 102 Punch Card Replacement Allocation Amounts

COUNTY AND STATE CONTACTS

The project representatives during the term of this agreement will be:

State Agency: Secretary of State	Contractor: Los Angeles County
Name: Kevin Shelly	Name: Conny B. McCormack
Phone: (916) 657-2166	Phone: (562) 462-2716
Fax: (916) 653-8544	Fax: (562) 929-4790

Direct all contract related inquiries to:

State Agency: Secretary of State	Contractor: LA County Registrar-Recorder/County Clerk
Section/Unit: Contracts	Section/Unit: Finance and Management
Attention: Shannon Kauffman	Attention: Kathleen Connors
Address: 1500 11 <sup>th</sup> Street, Sacramento CA 95814	Address: 12400 Imperial Highway Norwalk, CA 90650
Phone: (916) 653-5974	Phone: (562) 462-2652
Fax: (916) 653-8544	Fax: (562) 868-8109

**EXHIBIT B  
(Standard Agreement)**

**BUDGET DETAIL AND PAYMENT PROVISIONS**

**1. Advance Payment**

The county of Los Angeles shall be allocated \$15,842,991 for advance payment

**2. Budget Contingency Clause**

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

**3. Federal Funds**

- A. It is mutually understood between the parties that this contract may have been written for the mutual benefit of both parties before ascertaining the availability of congressional appropriation of funds, to avoid program and fiscal delays that would occur if the contract were executed after that determination was made.
- B. This contract is valid and enforceable only if the United State Government for the fiscal year 03/04 for the purpose of this program makes sufficient funds available to the state. In addition, this contract is subject to any additional restrictions, limitations, or conditions enacted by the Congress or to any statute enacted by the Congress that may affect the provisions, terms, or funding of this contract in any manner.
- C. The parties mutually agree that if the Congress does not appropriate sufficient funds for the program, this contract shall be amended to reflect any reduction in funds.
- D. The department has the option to invalidate the contract under the 30-day cancellation clause or to amend the contract to reflect any reduction in funds.

**4. Prompt Payment Clause**

Payment will be made in accordance with, and within the time specified in, Government Code Chapter 4.5, commencing with Section 927.

**EXHIBIT C  
(Standard Agreement)**

**GENERAL TERMS AND CONDITIONS**

PLEASE NOTE: This page will not be included with the final agreement. The General Terms and Conditions will be included in the agreement by reference to internet site: [www.dgs.ca.gov/contracts](http://www.dgs.ca.gov/contracts)

EXHIBIT D  
(Standard Agreement)

SPECIAL TERMS AND CONDITIONS

1. Agency Liability

The Contractor warrants by execution of this Agreement, that no person or selling agency has been employed or retained to solicit or secure this Agreement upon agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by the Contractor for the purpose of securing business. For breach or violation of this warranty, the State shall, in addition to other remedies provided by law, have the right to annul this Agreement without liability, paying only for the value of the work actually performed, or otherwise recover the full amount of such commission, percentage, brokerage, or contingent fee.

2. Potential Subcontractors

Nothing contained in this Agreement or otherwise, shall create any contractual relation between the State and any subcontractors, and no subcontract shall relieve the Contractor of his responsibilities and obligations hereunder. The Contractor agrees to be as fully responsible to the State for the acts and omissions of its subcontractors and of persons either directly or indirectly employed by any of them as it is for the acts and omissions of persons directly employed by the Contractor. The Contractor's obligation to pay its subcontractors is an independent obligation from the State's obligation to make payments to the Contractor. As a result, the State shall have no obligation to pay or to enforce the payment of any moneys to any subcontractor.

EXHIBIT E  
(Standard Agreement)

ADDITIONAL PROVISIONS

1. Incomplete "Punch-Card" Replacement

In the event the County does not replace, prior to January 1, 2004 or January 1, 2006 if the deadline is extended in a waiver requested by the Secretary of State, all punch card voting equipment in all qualifying precincts, it agrees to refund any unspent portion of the funds allocated by this Agreement to the Secretary of State within 90 days, in an amount equal to \$3, 192.22(including any interest, if required by state or federal law) multiplied by the number of qualifying precincts in which all punch card voting equipment is not replaced. The Secretary of State may utilize any judicial or administrative remedy if an unspent portion of the funds is not refunded within 90 days.

2. Final Certification

The Secretary of State will require a Final Certification from the Board of Supervisors of each county, prior to the deadline for replacement of punch card voting systems, that the requirements of the HAVA and the approved application requirements have been met.

3. Termination

Per federal policy, this contract may be terminated by the state with 30-day written notice.