

MEMORANDUM OF AGREEMENT

FOR FEDERAL HHS VOTE PROGRAM GRANT

This agreement, effective as of the date fully executed by the State of Florida, Department of State, Division of Elections (“Department”), an agency of the State of Florida, the address of which is the R.A. Gray Building, Room 316, 500 South Bronough Street, Tallahassee, FL 32399-0250 and _____ County Supervisor of Elections, _____ (“Recipient”), the address of which is _____, is for the purpose of governing the receipt and use of federal funds as specified herein.

I. Governing Law

Grant funds are made available pursuant to Title II, Subtitle D, Part 2, section 261 of the Help America Vote Act of 2002 (HAVA) (42 USC 15421) to satisfy the accessibility requirements for individuals with disabilities. The Voting Access for Individuals with Disabilities (VOTE) Program within the Department of Health and Human Services (HHS) administers these grants to the States for this purpose.

II. Disbursement

Through the Federal Grants Trust Fund, the Department of State is authorized to distribute to all 67 county Supervisors of Elections a sum total of six hundred sixty-nine thousand, three hundred fourteen dollars (\$669,314) in federal HHS Vote Program Funds, HHS-2009-ACF-ADD-VOTE-0062. The amount allocated for each respective county is set forth in Exhibit 1 to Attachment A. These funds, if unused, will revert to the federal program by the end of September 30, 2014.

III. Scope of Use/Restrictions

The funds shall be used solely to reimburse expenses made to establish, expand, and improve access to and participation in the election process by individuals with disabilities in the four categories of accessibility specified in Attachment A, incorporated by reference.

No Recipient shall receive funds pursuant to this Agreement until the Recipient submits to the Department the two certificates specified in Attachment A. No Recipient shall 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 Recipient, or that of any other organization to petition Congress, or any other level of Government, through the use of other resources.

IV. Monitoring, Audits, and Reporting

The administration of resources awarded to the Recipient 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. By entering into this agreement, the 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 the event that the Recipient expends \$500,000 or more in Federal awards in its fiscal year, the recipient **is required to** have a single or program-specific audit conducted in accordance with the provisions of OMB Circular A-133, as revised. Attachment A and Exhibit-1 indicate Federal resources awarded through the Department 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. 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 Recipient shall fulfill the responsibilities of an auditee as provided in Subpart C of OMB Circular A-133, as revised.

If the Recipient expends less than \$500,000 in Federal awards in its fiscal year, an audit conducted in accordance with the provisions of OMB Circular A-133, as revised, **is not required**. The Recipient, however, must make records available for review or audit upon request by appropriate officials of HHS, the Department, and the General Accounting Office (GAO). If the 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 Recipient is appropriate, the Recipient agrees to comply with any additional instructions provided by Department staff to the Recipient regarding such audit. If the Department determines that federal funds received under this Agreement were used for any unauthorized purpose or that the Recipient did not comply with this agreement or state or federal requirements for receipt, expenditure, or accounting, the 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 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>; and <http://election.dos.state.fl.us/hava/index.shtml>

C. Reporting

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

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

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

Auditor General's Office
Room 401, Pepper Bldg
111 West Madison St.
Tallahassee, FL
32399-1450

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

Other Federal agencies and pass-through entities in accordance with Sections .320 (e) and (f), OMB Circular A-133 (as revised).

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 Chapter 10.550 (local governmental entities) of the Rules of the Auditor General, whichever is applicable (<http://www.myflorida.com/audgen/pages/localgovt.htm>). The correspondence accompanying the financial reporting package forwarded to the Department must include the date the Recipient received the reporting package.

V. Record Retention

The Recipient shall keep and maintain accurate and detailed records sufficient to demonstrate its compliance with the terms of this agreement. The 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, and the 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.

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

County Supervisor of Elections/
Recipient

Department of State, Division of Elections/
Department

By: _____

By: _____

Typed name and title

Typed name and title

Witness

Witness

Date

Date