

**RECEIPT AND USE OF HAVA FUNDS
FOR FEDERAL ELECTION ADMINISTRATION ACTIVITIES**

This agreement is between the State of Florida, Department of State, Division of Elections (“Department”), R.A. Gray Building, 500 South Bronough Street, Tallahassee, FL 32399-0250 and The Honorable _____, Supervisor of Elections (“Supervisor”), on behalf of _____ County, _____(insert address)_____. This agreement is effective as of the date fully executed by the parties.

I. GOVERNING LAW

The Department is authorized pursuant to specific appropriation 3106 of the 2013-2014 General Appropriations Act (see section 6, chapter 2013-040, Laws of Florida), to disburse a total of \$2,000,000 from the Federal Grants Trust Fund (HAVA Account # 261011) to the county supervisors of elections for the fiscal year 2013-2014 (“FY 2013-2014 funds”). Therefore, funds are made available through section 251 of the Help America Vote Act of 2002 (HAVA) and the Catalog of Federal Domestic Assistance (CFDA) 90.401, Help America Vote Act Requirements Payments for improving the administration of federal elections.

II. SCOPE OF USE AND RESTRICTIONS

The funds granted shall be used for federal election administration activities as more specifically set forth in **paragraph 1 of Attachment A**, which is hereby incorporated by reference. In addition, the FY 2013-2014 funds shall:

- Be used to support election activities related only to federal elections (that is, elections in which a federal candidate is on the ballot). If any of these funds are used for an election in which a federal candidate is not on the ballot, the cost must be pro-rated for the portion of the expenditure that is allocable to a federal election.
- Not be used to support state or federal lobbying activities but this does not affect the right, or that of any other organization to petition Congress, or any other level of Government, through the use of other resources.
- Not be distributed until the Supervisor first submits in accordance with **paragraph 2 of Attachment A**: 1) A Federal Election Activities plan (DS-DE 126, Revised 6/4/2013) that details the planned use of the funds; 2) Certification from the county governing body to provide matching funds equal to 15% of the HAVA funds received, [DS-DE 127, Revised 6/4/2013; 3) Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion Lower Tier Covered Transactions form; and 4) if applicable, Certificate of Equipment for Casting and Counting Ballots (DS-DE 135, Effective 7/10/13). Any change, modification or deviation from the activities or expenses initially provided in the plan for use of the funds must be reviewed and approved by the Department prior to expenditure.

- Be placed in a separate interest bearing account in a qualified public depository as set out in section 280.03, Florida Statutes, and in accordance with accounting requirements as set forth in paragraphs 3 and 4 of **Attachment A**.
- Be reported timely and accounted for in accordance with this agreement and specifically paragraphs 5 and 6 of **Attachment A**, including any request for supplemental clarification or documentation.

III. DISBURSEMENT

The Department shall distribute to each eligible county supervisor of elections an amount equal to the funding level per voter multiplied by the number of active registered voters in the county for the 2012 General Election. The Supervisor shall receive a sum certain as outlined in **Attachment B**, incorporated by reference.

IV. MONITORING, AUDITS, AND REPORTING

The administration of resources awarded to the Supervisor is subject to the following monitoring, audits, and reporting:

A. Monitoring

In addition to reviews of audits conducted in accordance with OMB Circular A-133 (as revised), the Department may provide additional monitoring including on-site visits, and/or other procedures permitted under federal and state law. The Supervisor shall comply and cooperate with any monitoring procedures/processes the Department deems appropriate.

The Department shall closely monitor the Supervisors' annual expenditure reports required by paragraph 5 of **Attachment A** to ensure that the Supervisors expend HAVA funds in accordance with approved plans and will require reimbursement for all expenditures not approved or otherwise authorized. Also, the Department shall ensure that Supervisors report the expenditures made with HAVA funds separately from expenditures made with county funds.

B. Audits

1. *Federal audit/OMB Circular A-133 (as revised)*

If the Supervisor expends \$500,000 (\$300,000 for fiscal years ending before December 31, 2003) or more in federal awards in its fiscal year, a single or program-specific audit must be conducted in accordance with the provisions of OMB Circular A-133 (as revised). This may be satisfied by an audit of the Supervisor of Elections conducted by the Auditor General in accordance with OMB Circular A-133 (as revised). In determining the federal awards expended in its fiscal year, the Supervisor shall consider all sources of federal awards. **Attachment A** indicates federal resources are being awarded under this Agreement. The determination of amounts of federal awards expended shall be in accordance with the guidelines established by OMB Circular A-133 (as revised). In connection with an audit herein, the Supervisor shall fulfill

the requirements relative to auditee responsibilities as provided in Subpart C of OMB Circular A-133 (as revised).

If the Supervisor expends less than \$500,000 (*\$300,000 for fiscal years ending before December 31, 2003*) in federal awards in its fiscal year, an audit pursuant to OMB Circular A-133 (as revised), is optional. If the Supervisor 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., from sources 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 such audit analysis, or review is appropriate, the Supervisor agrees to comply with any additional instructions provided by Department staff to the Supervisor regarding such process. If the Department determines that federal funds received under this Agreement were used for any unauthorized purpose or that the Supervisor did not comply with this agreement or state or federal requirements for receipt, expenditure, or accounting, the Supervisor must return or repay these federal funds in an amount sufficient to ensure or obtain compliance, including expenses for any corrective or remedial action. Additionally, the Department may withhold funds, otherwise due, in an amount sufficient to cover any costs associated with the limited scope audit or financial analysis or review to determine or ensure compliance.

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

For additional guidance to state and federal monitoring and auditing requirements, refer to: <http://election.dos.state.fl.us/hava/index.shtml> and <http://www.eac.gov>.

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 Supervisor 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 Division of Elections R.A. Gray Building, Ste 316 500 S. Bronough Street Tallahassee, FL 32399-0250</i>	<i>Department of State Office of Inspector General R.A. Gray Bldg., Rm 406 500 S. Bronough Street Tallahassee, FL 32399-0250</i>	<i>Auditor General's Office Room 401, Pepper Bldg 111 West Madison St. Tallahassee, FL 32399-1450</i>	<i>Federal Audit Clearinghouse Bureau of the Census 1201 East 10th St. Jeffersonville, IN 47132</i>
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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 required information shall be submitted timely in accordance with OMB Circular A-133 (as revised), the Florida Single Audit Act, and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, as applicable. When submitting financial reporting packages to the

Department for audits conducted in accordance with the aforementioned circular or Rules of the Auditor General, the Supervisor shall include within the information the date the Supervisor received the reporting package.

V. RECORD RETENTION

The Supervisor shall keep and maintain accurate and detailed records (e.g., invoices, receipts, and other documentation) sufficient to identify how and whether expenditures were used for authorized purposes, to support financial reporting, and to conduct audits as may be required or requested. The Supervisor shall retain in accordance with the guidelines of the Department of Financial Services and the Office of the Auditor General these records for five fiscal years after the last report that all funds have been fully expended or funds are returned by the county, or three years after the date an audit report is issued, whichever is earlier. The Supervisor shall allow the Department or its designee, CFO, or Auditor General access to such records, including the audit working papers upon request. **Failure to provide adequate documentation shall result in a request to return the funds to the Department.**

VI. ENTIRETY OF THE AGREEMENT

All terms and conditions of this agreement are fully set forth in this document and attachments incorporated by reference 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:

Department of State, Division of Elections

By: _____

By: _____

Printed name and title

Printed name and title

Witness

Witness

Date: _____

Date: _____

County FEID Number

**Please complete, sign & return this Agreement and the required certifications to:
Joyce Durbin, HAVA Funds Coordinator, Florida Department of State, Division of Elections,
R.A. Gray Building, Room 316, 500 South Bronough Street, Tallahassee, Florida 32399-0250**