AN ORDINANCE APPROVING AN INTERGOVERNMENTAL AGREEMENT WITH THE MISSOURI SECRETARY OF STATE FOR A GRANT AWARDED TO THE ELECTION AUTHORITY FOR AN ELECTION EFFICIENCY GRANT TO ASSIST WITH ELECTION ACTIVITIES, SYSTEMS AND EQUIPMENT MAINTENANCE, VOTING EQUIPMENT PURCHASES, MAINTAINING VOTER LISTS, AND POLLING PLACE ACCESSIBILITY

WHEREAS, St. Charles County Government, through the Election Authority, submitted applications to the Secretary of State of the State of Missouri for financial assistance in improving election processes; and

WHEREAS, the Secretary of State, Elections Division awarded State Election Efficiency Grant funds to the County for the use of its Elections Department in an amount not to exceed $55,597 in November, 2019; and

WHEREAS, the Election Authority Fund was appropriated funds in its 2020 Budget to cover the grant funds awarded in the amount of $55,597, and therefore a budget adjustment or supplemental appropriation is not necessary at this time; and

WHEREAS, execution of the grant award will benefit the residents of St. Charles County and will serve a public purpose; and

Bill No. 4820
Requested by: Bob Schnur and Kurt Bahr
Sponsored by: Terry Hollander
WHEREAS, Section 70.220 RSMo. authorizes an intergovernmental agreement between political subdivisions for the purposes herein set out.

NOW, THEREFORE, BE IT ORDAINED BY THE COUNTY COUNCIL OF ST. CHARLES COUNTY, MISSOURI, AS FOLLOWS:

Section 1. The State of Missouri, Elections Division Election Efficiency Grant award to St. Charles County by the Secretary of State in the amount of $55,597 is hereby accepted on behalf of the Election Authority of this County, such funds to be expended as authorized by the grant terms and County ordinance.

Section 2. The grant agreement attached hereto and incorporated herein by reference as EXHIBIT A is hereby approved, and the County Executive, or his designee, is authorized to execute the grant agreements and all required disclosures, assurances, and certifications.

Section 3. All requirements of the grant shall be the responsibility of the St. Charles County Election Authority.

Section 4. This ordinance shall be in full force and effect from and after the date of its passage and approval and such financial assistance agreement shall be valid upon its lawful execution by the appropriate officials of each governing entity entering into such agreement as
required by Chapter 70 of the Revised Statutes of the State of Missouri.

________________________________________
DATE PASSED

________________________________________
DATE APPROVED BY COUNTY EXECUTIVE

________________________
CHAIR OF THE COUNCIL

________________________
COUNTY EXECUTIVE

ATTEST:

________________________
COUNTY REGISTRAR
November 15, 2019

The Honorable Kurt Bahr
St. Charles County Election Authority
397 Turner Blvd
St. Peters, MO 63376

Dear Mr. Bahr,

Thank you for your commitment to maintaining the integrity of our elections and ensuring every registered Missouri voter has the right opportunity to cast a ballot. My goal is to provide you with tools to assist you in conducting fair, secure, and efficient elections. To help achieve that goal, our office is offering the 2019 Election Grant Program.

This year’s program utilizes state funding that can be tailored to meet your jurisdiction’s need as follows:

- Election Efficiency Grant – Award Amount: $55,597.43 – state funds to assist with election activities, systems and equipment maintenance, voting equipment purchases, maintaining voter lists, and polling place accessibility

Once you receive the signed grant agreement back from our office, you can start using your grant funding.

As always, our office is here to assist you as we work together to serve. If you have any questions, please contact our Elections Division at (800) 669-8683.

In Service,

[Signature]

Missouri Secretary of State
Election grants are excellent tools to assist you with election improvements and compliance with Federal and State regulations. Below is information to help you maximize your grants’ benefits:

Establishing the Grant Agreement
1. Read the entire grant agreement.
2. Submit a signed grant agreement and receive the executed copy back from the SOS before ordering supplies/equipment, entering into agreements, or paying for any costs you are going to submit for reimbursement for under the grant(s).

*Please note that grant agreements are not valid until signed by both the Local Election Authority (LEA) and Missouri Secretary of State Election Official (SOS).*

Making Grant Expenditures and Requesting Reimbursement
1. Incur (order, purchase, and/or pay for the service/item) allowable costs after the grant agreement has been signed by both the LEA and SOS and no later than December 31, 2020.
2. Submit reimbursement requests. When submitting reimbursement requests remember to:
   - Complete the top portion of the reimbursement request form.
   - Pay attention to the grant options for allowable costs, including the allowable hourly rates for temporary employees, etc.
   - Submit the reimbursement requests every 2-3 months instead of waiting until the deadline.
   - Include copies of:
     - Detailed invoice that shows the items purchased/service bought and quantity, if applicable. The invoice you submit cannot be dated before the signed and executed grant agreement date.
     - Proof of payment.
     - The employee salary certification form, time sheets, and proof of payment when requesting reimbursement requests for temporary employees.

Make sure you spend only those costs allowable under the grants. Contact our office before you commit to any purchase if you are unsure if it is allowable.

Reporting and Monitoring
1. Participate in SOS on-site reviews and correct any deficiencies identified in the review.
Election Efficiency Grant Agreement

LEA Name: 

Grant Period: Begins on Secretary of State Official’s signature date listed below
End Date is December 31, 2020

Grant Award Amount

Final Payment Reimbursement Request Due: February 15, 2021

Purpose

The purpose of this grant is to provide assistance to local election authorities to improve election processes. The grant options being offered include funding for:

- Hiring temporary personnel for specified projects outlined in Appendix B;
- Purchase of equipment and supplies for polling place improvement outlined in Appendix B; and
- Performing routine list maintenance activities to update voter record status and address.
- Maintenance and programming cost for voting equipment;
- Purchasing certified voting equipment and replacement parts;
- Improvement Polling Place Accessibility

The Local Election Authority (LEA) is to choose one or more specific grant options from the approved list of options contained in Appendix B which is attached and incorporated as a part of this agreement by reference. The LEA can spend between the options up to the total grant amount awarded. Refer to Appendix B for specific option details and allowable expenditures.

General Instructions

- Read this form and sign.
- Email or Mail to the Secretary of State’s Office.
- A signed copy will be mailed back to the LEA.
- The grant period will begin on the date the grant agreement is signed by an authorized official of the Secretary of State.
- Do not begin incurring related costs before the start of the grant period.
- This grant is subject to appropriation and cash availability

CFDA Number

- There is no CFDA number associated with this grant.
- This does not have to be reported on your Schedule of Expenditures of Federal Awards (SEFA).
Payment

Payment shall be made on a reimbursement basis as follows:

- LEA completing the attached Payment Request Form and submitting the required payment documentation;
- Reimbursement will be for allowable expenses incurred after the date the grant is signed by an authorized official of the Secretary of State;
- Multiple reimbursement requests may be submitted, up to the maximum grant amount, on grants not providing for lump sum payment;
- Reimbursement requests must be submitted within 45 calendar days after the end of the grant period;

- Email the Payment Request to: elections@sos.mo.gov, or
- Mail the Payment Request Form to:
  Secretary of State, Elections Division
  600 West Main Street, PO Box 1767
  Jefferson City, MO 65102

Equipment

- Equipment purchased with the use of grant funds will be reimbursed based on the percentage used for elections; and
- Single year maintenance cost only, unless the vendor supplies written documentation showing a justifiable cost savings for a two-year maintenance agreement.
- Continuing maintenance, licenses, service, and warranty repairs of the qualifying equipment purchased pursuant to this agreement are the sole responsibility of the LEA. The LEA shall contact the manufacturer or vendor directly for maintenance, warranty, service and repair of the qualifying computer equipment.

LEA Grant Agreement Certification

We are aware of, and agree to comply with, all local, state and federal regulations, provisions and assurances required under this grant program as well as the accompanying terms and conditions and the allowable cost and reimbursement requirements for my grant including those contained in Appendix A and B hereby incorporated by reference and made a part of this agreement. We will carry out the grant agreement according to its purpose. We agree that all grant expenses submitted for reimbursement will be expended as outlined in the grant agreement and that reimbursement/payment for these expenses will not be obtained from any third party. This agreement has been authorized by the appropriate Local Election Authority. By signing this agreement, the Secretary of State agrees to abide by the conditions and payment terms included within this grant and the Local Election Authority acknowledges compliance with and agrees to the grant agreement including the terms and conditions and all eligibility and reimbursement requirements incorporated therein.

________________________________________________________
Type name of Secretary of State Official

________________________________________________________
Signature, above official

________________________________________________________
Date

________________________________________________________
Type name(s) of Local Election Authority

________________________________________________________
Signature, above official

________________________________________________________
Date
STATE ELECTION IMPROVEMENT GRANT
PAYMENT REQUEST FORM

Local Election Authority: ___________________________ Date: ____________
Street Address: ____________________________________ Phone: ____________
City, State, Zip: ___________________________ Fax: ____________

Reimbursement Documentation - Please attach copies of all documentation to verify that you have incurred and paid all expenses requested. Refer to page 1 of Appendix B.

Payment Requested for (list Grant Option(s) Name from Appendix B):

<table>
<thead>
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<th>Line</th>
<th>Description</th>
<th>Total Current Request</th>
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Total Amount Requested $ ___________________________

I hereby affirm that all expenses being submitted for reimbursement were expended and work completed as outlined in the applicable grant agreement, and that these expenses have not been submitted for reimbursement to or already reimbursed by a third party.

Local Election Authority Authorized Signature __________________________ Date ____________

FOR SECRETARY OF STATE ELECTIONS DIVISION USE ONLY

PO Number ____________ RC Number ____________

Vendor Number

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Invoice # __________________________ Payment Request Amount __________________________

Elections Certification

I hereby approve payment to this grantee in the amount entered above in the “Payment Request Amount” field in accordance with the signed agreement between this grantee and the Office of the Secretary of State. If applicable, a copy of the uploaded information is attached.

Elections Authorized Signature __________________________ Date ____________

VIG Document # __________________________
APPENDIX A
State Grant Agreement
Terms and Conditions

The return of the signed Grant Agreement by the LEA shall constitute acceptance of this Agreement. This Agreement is entered into between the Missouri Office of the Secretary of State’s Elections Division, (hereinafter, the “SOS”) and the Grantee. In consideration of the mutual covenants, promises and representations in this Agreement, the parties agree as follows:

(1) **PURPOSE:** The purpose of this Agreement is to award to the Grantee the use of state funds, to be administered by the SOS, for the purpose and projects specified in the grant agreement.

(2) **GRANT PERIOD:** The grant period is specified in the Grant Agreement.

(3) **PAYMENT:** Payment shall be made as specified in the Grant Agreement and the Grant is subject to appropriation and cash availability.

(4) **SCOPE OF GRANT:** The Grantee shall use the grant funds awarded under the terms as described in the Grant Agreement. No monies obtained through this grant shall be made a part of the general operating budget of the Grantee, or used to supplant other federal, state or local funds expended for elections.

(5) **REPORTS:** Periodically the SOS may request financial reports. The Grantee shall submit reports requested by the SOS by the stated deadlines, unless a deadline extension is granted to the grantee by the SOS in advance of the specific deadline.

(6) **RECORDS:** The Grantee shall retain, for not less than five years from the termination date of the grant period, records documenting the expenditure of all funds provided by the SOS pursuant to this Agreement. The Grantee shall, upon request, provide to the SOS any records so retained.

(7) **AUDIT AND ACCOUNTING:** The Grantee shall use adequate fiscal control and accounting procedures to properly disburse all funds provided by the SOS pursuant to this Agreement in accordance with Generally Accepted Accounting Principles and applicable state and local laws.

(8) **AMENDMENTS:** Any change to the Agreement, whether by modification or supplementation, shall be accompanied by a formal written amendment signed and approved by the duly authorized representatives of the Grantee and the SOS.

(9) **LAW TO GOVERN:** This Agreement shall be construed according to the laws of the state of Missouri. The Grantee shall perform all work and services in connection with this Agreement in conformity with applicable local, state and federal laws and regulations related to the performance of the contract to the extent that the same may be applicable.

(10) **INDEMNIFICATION:** The Grantee shall be responsible for the acts, omissions to act or negligence of the Grantee, its agents, employees and assigns. The Grantee shall hold harmless and indemnify the SOS, including its agents, employees and assigns, from every injury, damage, expense, liability or payment, including legal fees, arising out of any activities conducted by the Grantee in connection with or in any way relating to this Agreement.
APPENDIX A
State Grant Agreement
Terms and Conditions

(11) **SOVEREIGN IMMUNITY:** The State of Missouri, its agencies and its subdivisions do not waive any defense of sovereign or official immunity upon entering into this Agreement.

(12) **INDEPENDENT CONTRACTOR:** The Grantee, its agents, employees and assigns shall act in the capacity of an independent contractor in performance of this Agreement and not as an agent, employee or officer of the SOS.

(13) **CANCELLATION:** The SOS, by providing the Grantee with written notice of cancellation, may cancel this Agreement at any time for failure by the Grantee to fulfill its obligations under this Agreement. Should the SOS exercise its right to cancel this Agreement, the cancellation shall become effective upon the date specified in the notice of cancellation sent to the Grantee. In the event of a cancellation of the Agreement, the SOS shall reimburse the Grantee for allowable work and services completed prior to the notice of cancellation effective date.

(14) **ENTIRE AGREEMENT:** This instrument embodies the whole agreement of the parties. No amendment shall be effective unless it is accomplished by a formal written amendment signed and approved by the duly authorized representatives of the Grantee and the SOS.

(15) **ACCESS:** The Grantee, shall allow the SOS reasonable on-site access and/or visits to their records in order to allow the SOS to review financial and programmatic records and to observe operations. Monitoring activities by the SOS may include, but are not limited to: frequent and open communications; reviewing Grantee reports and records; and equipment inventory.

(16) **PROGRAM INCOME:** If the LEA earns program income during the grant period, the LEA shall account separately for any program income generated and dedicate that income to the uses permitted under this grant. Program Income includes income from fees for services performed, from the use or rental of real or personal property acquired with grant funds, from the sales of commodities or items fabricated under a grant agreement, and from payments of principal and interest on loans made with grant funds. Except as otherwise provided in state regulations, program income does not include interest on grant funds, rebates, credits, discounts, refunds, and interest earned on any of them.

(17) **MATERIAL NONCOMPLIANCE:** If the LEA materially fails to comply with any term of this grant agreement, the SOS may take one or more of the following actions: temporarily withhold cash payments pending correction of the deficiency by the LEA; deny both use of funds and matching credit for all or part of the cost of the activity or action not in compliance; wholly or partly suspend or terminate the current award for the program; or take other remedies that may be legally available.
General Guidelines

- Follow the procurement procedures outlined in your policies.
- All grant payments are paid to you on a reimbursement basis.
- Reimbursements are subject to appropriation authority.
- Total reimbursement(s) during the grant period cannot exceed the grant award amount.
- All requests for reimbursement must be reasonable, necessary, and meet the needs of the LEA and, when applicable, be MCVR compatible.
- Costs must be incurred on or after the start of the grant period and end on or prior to the end of the grant period.
- Reimbursement request costs incurred outside of the grant prior to an LEA obtaining SOS written approval will be denied by the SOS.
- Ensure each reimbursement request is limited to the amount applicable to election related activities. For example: A reimbursement for the purchase of equipment and peripherals is limited to the percentage of time the items are used for election related activities.
- SOS reserves the right to request additional justification and/or deny a reimbursement request.

Required Reimbursement Supporting Documentation, as Applicable

- State Election Improvement Grant Payment Request Form. This form is required for all payment requests.
- Vendor Invoice(s).
- Timesheet(s) for temporary labor hired through a vendor must be attached to applicable vendor invoice.
- Proof of payment by LEA (i.e. copy of check, bank statement, etc.).
- Employee Salary Certification Statements for LEA employees or temporary labor added to LEA payroll.
- Copy of employee expense reimbursement request (needs to show total mileage and amount of reimbursement plus proof of payment).
- Other vendor documentation (i.e. postage receipt, BRP 662 usage statement).

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### APPENDIX B
State Election Improvement Grant Agreement

### Election Efficiency Grant Options

**Voter List Maintenance**

<table>
<thead>
<tr>
<th>Grant Option Names</th>
<th>Grant Description</th>
<th>Allowable Costs</th>
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</table>
| Internet Service                    | • To provide the LEA internet access through up to two (2) providers to guarantee continuous service, as outlined in HAVA. | • The LEA will be reimbursed for internet charges from the service provider(s) on file with SOS with the exception of OSCA.  
  • The LEA will need to contact the Elections Division of the SOS prior to cancelling or changing internet service providers. |
| Voter Registration List Maintenance - Temporary Labor | • Associated with routine NVRA list maintenance activities.  
  • Funding for LEAs to revise, review, or otherwise update their address libraries.  
  • Hiring temporary worker(s) during peak seasons for voter registration data entry.  
  • LEA employee extra hours incurred for voter registration data entry. | • Temporary labor (straight time only, actual costs not to exceed $12.00 per hour).  
  • LEA permanent employee(s) extra hours worked above employee’s normal scheduled hours.  
  • Straight time hourly rate, County’s portion of FICA, no fringe benefits. |
| MCVR Peripheral Equipment           | • Equipment used to input and access MCVR data.  
  • The LEA may purchase scanner or printer. | • Printer with the following minimum specifications: laser printer, network enabled, print speed 45 ppm, black 1200x1200 dpi, and 200,000 monthly volume.  
  • Recommended TWAIN-compatible scanner. |
| Canvass                             | • Printing and postage costs associated with conducting a canvass.                  | • Printing costs for canvass mailings, including Residence Confirmation Notices.  
  • Actual postage used for canvass.  
  • Supplies used specifically for canvass process (i.e. card stock, envelopes, and letterhead) |
## APPENDIX B

State Election Improvement Grant Agreement

### Election Efficiency Grant Options

<table>
<thead>
<tr>
<th>Privacy Screens</th>
<th>• Purchase of privacy screens for tabletops/touch screen equipment.</th>
<th>• Privacy screens for tabletop carrels/touch screen equipment.</th>
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</table>
| Portable Electronic Hardware, Voter Information Software and Security Devices | • Initial purchase of portable electronic devices, (such as laptops, notebooks, etc.), electronic signature pads, and encrypted software for voter lookup at polling places.  
• Initial purchase of security devices that prevent theft and corruption of equipment and voter information.  
• For use in federal, state and local government elections only.  
• This grant option does not include peripheral equipment (such as scanners, printers, USB drives, mouse, etc.).  
• Maintenance and replacement costs are to be incurred by the LEA.  
• Software must be coded to prevent unauthorized users from downloading, changing or viewing voter information.  
**USE OF ITEMS PURCHASED WITH GRANT FUNDING MUST COMPLY WITH STATE AND FEDERAL ELECTION LAWS.** | • Portable electronic devices capable of supporting voter information software.  
• Electronic signature pads.  
• Encrypted voter information software.  
• Voter Information software and hardware combinations.  
• Security devices (such as security locks, privacy filters, etc.) to prevent portable electronic devices from theft and corruption of the voter information.  
• Software must be coded to prevent unauthorized users from downloading, changing or viewing voter information.  
**USE OF ITEMS PURCHASED WITH GRANT FUNDING MUST COMPLY WITH STATE AND FEDERAL ELECTION LAWS.** |
| MCVR Training | • Funding for LEAs and their staff to attend MCVR meetings. MCVR meetings will be held periodically to teach the LEAs how to use the system. | • Lodging, meals, mileage to attend SOS MCVR training, excluding conferences. Not to exceed state lodging, meal and mileage reimbursement rates. |
| Geographic Information System (GIS) | • Funding to assist LEAs who wish to use GIS services or software to verify addresses and locations in their jurisdictions.  
• Shall be used for mapping State and Federal political subdivisions. | • Fees associated with a contract, memorandum of understanding, or other agreement with a GIS agency or department for services including querying existing GIS data or requesting particular data refinements, additions, or analysis, such as custom spatial joins. |
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<td>• Fees associated with the purchase of GIS software,</td>
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<td>maintenance of such software or fees for collecting</td>
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<td>additional GPS or GIS data to verify addresses and</td>
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<td>locations, and hardware necessary to utilize the software.</td>
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</table>

APPENDIX B
State Election Improvement Grant Agreement
Election Efficiency Grant Options
# APPENDIX B
State Election Improvement Grant Agreement

## Election Efficiency Grant Options

### Voting Equipment

| Voting Machine Maintenance | • Maintenance costs for accessible voting equipment required for federal election.  
|                           | • Maintenance costs for second chance voting equipment required for federal election. |
|                           | • Maintenance, software license, storage costs for voting equipment (does not cover costs for PCs, scanners, and other peripherals).  
|                           | • Single year maintenance cost only unless the vendor supplies written documentation showing a justifiable cost savings for a 2 year maintenance agreement. |

| Accessible Voting Equipment Programming Costs | • Programming costs associated with preparing accessible voting machines required for federal elections. |
|                                             | • Programming costs for accessible voting equipment (not optical scan equipment). |

| Certified Voting Equipment | • Purchase accessible voting machines and replacement parts.  
|                           | • Purchase second chance voting machines and replacement parts.  
|                           | **USE OF ITEMS PURCHASED WITH GRANT FUNDING MUST COMPLY WITH STATE AND FEDERAL ELECTION LAWS.** |
|                           | • Accessible and second chance voting equipment purchased must be certified by EAC and Missouri Secretary of State.  
|                           | • Replacement parts to repair existing accessible and second chance voting equipment  
|                           | **USE OF ITEMS PURCHASED WITH GRANT FUNDING MUST COMPLY WITH STATE AND FEDERAL ELECTION LAWS.** |
## APPENDIX B
State Election Improvement Grant Agreement

### Election Efficiency Grant Options

| Polling Place Accessibility | • To improve accessibility at polling places for voters with a variety of disabilities. | • Call buttons that allow voters with disabilities to ring for assistance from outside the polling location and can be used in conjunction with curbside voting.  
• Temporary ramps to make crossing thresholds easier for voters who use canes, walkers or wheelchairs.  
• Signs or parking cones to mark handicap parking spots temporarily on Election Day.  
• Improvements to parking areas to make passage to the polling place easier to navigate for voters who are unsteady on their feet or who use canes, walkers or wheelchairs.  
• Magnifying sheets or other devices to make paper ballots easier to read for voters with visual needs.  
• Door handles or doorknob covers to help make doors at polling locations easier to manage for voters with reduced grip strength or other disabilities.  
• Portable, heavy duty matting to be used to improve access over gravel lots and other surfaces that may be difficult for voters with certain disabilities to travel.  
• Other polling place accessible items |
|-------------------------------|------------------------------------------------------------------------------------|----------------------------------------------------------------------------------|
| Petition Processing Efficiency | • Hiring temporary worker(s) during peak season for petition processing purposes.  
• Funding to assist LEAs who wish to use services or software for petition processing. (state petitions only)  
• Software must be coded to prevent unauthorized users from downloading, changing or viewing voter information. | • Temporary labor (straight time only, actual costs not to exceed $12 per hour).  
• LEA permanent employee(s) extra hours worked above employee's normal schedule hours.  
• Straight time hourly rate, County's portion of FICA, no fringe benefits.  
• Fees associated with the purchase of petition processing software, utilization of software and the maintenance of such software. |

* The attached informational sheet on costs MUST be accompanied with paperwork for reimbursement.