



RESOLUTION No. 20-038

OF THE BOARD OF SUPERVISORS OF THE COUNTY OF NEVADA

RESOLUTION ACCEPTING AN AMENDMENT TO THE CALIFORNIA SECRETARY OF STATE'S GRANT AWARD KNOWN AS VOTING SYSTEM REPLACEMENT, GRANT AWARD AGREEMENT NO. 18G30129. THIS AMENDMENT PROVIDES ADDITIONAL FUNDING FOR REPLACEMENT/UPGRADE TO NEVADA COUNTY VOTING SYSTEMS, IN THE AMOUNT OF \$224,750.00, AND ADDITIONAL FUNDING SPECIFICALLY FOR ELECTION MANAGEMENT SYSTEM (EMS) REPLACEMENT, IN THE AMOUNT OF \$61,665.30. THE NEW CONTRACT AMOUNT ALLOCATED FOR GRANT AWARD AGREEMENT #18G30129 IS UPDATED TO A TOTAL OF \$735,915.30

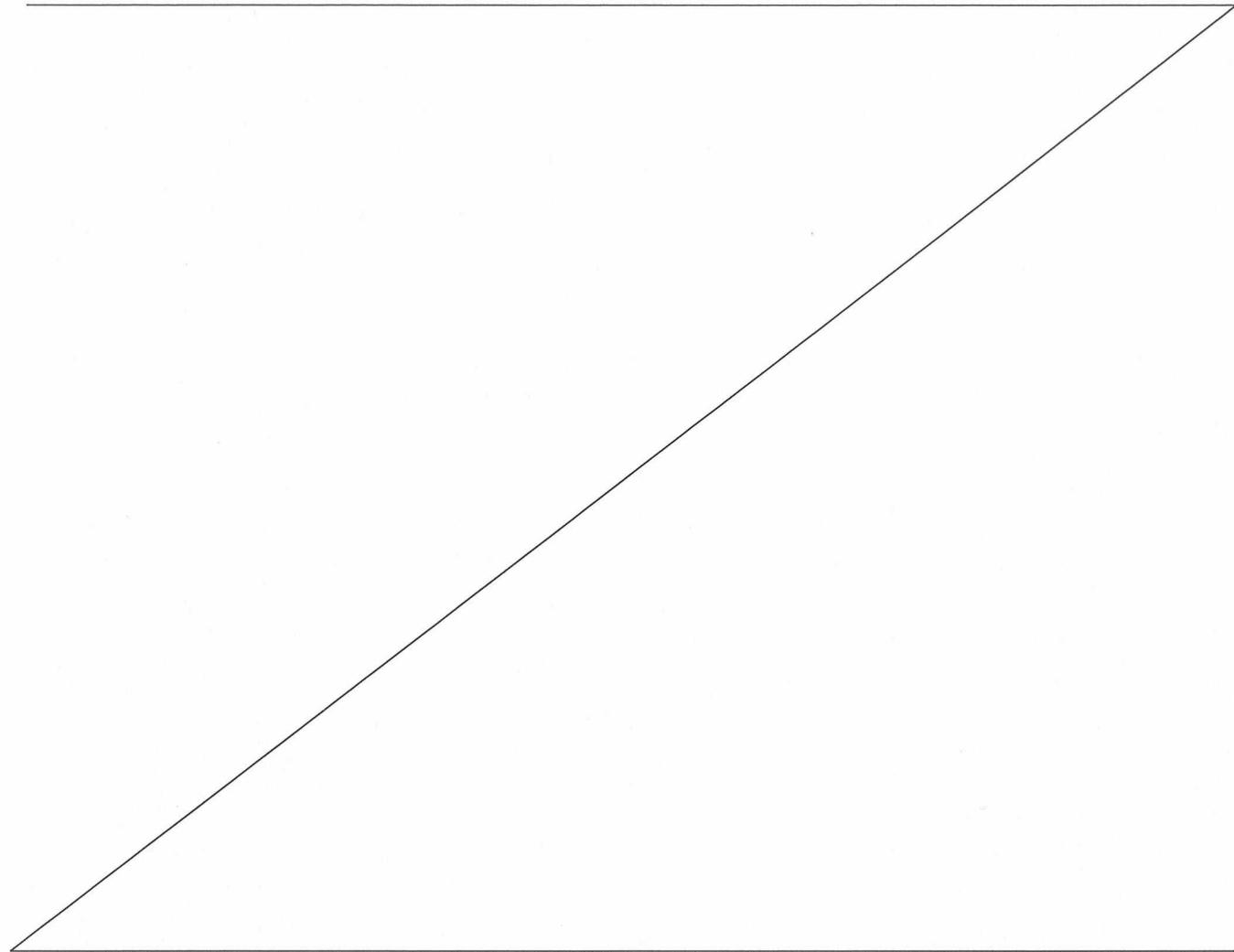
WHEREAS, the California Secretary of State awarded the County of Nevada Elections Department funds, as appropriated by Assembly Bill 1824, Chapter 38 (Stats. 2018) ("Voting System Replacement") pursuant to California Elections Code sections 19400 and 19402 in the amount of \$449,500.00 for the period February 1, 2019 through June 30, 2021; and

WHEREAS, the California Secretary of State's grant award is to provide the County of Nevada with state one-to-one reimbursement funds, administered by California Secretary of State, subject to the provisions of Standard Agreement #18G30129 and all requirements of state and federal law, regulations and procedures; and

WHEREAS, the 2019 Budget Act modified the scope of Standard Agreement #18G30129 from a one-to-one match requirement to a three-to-one match requirement for counties with 51 or more precincts, as described by County Clerk/Registrar of Voters Memorandum #19056; and

WHEREAS, this amendment provides additional funding for Nevada County voting systems and election management systems, totaling \$286,415.30, for the period of February 1, 2019 through June 30, 2022, to be incorporated into Standard Agreement #18G30129.

NOW, THEREFORE, BE IT HEREBY RESOLVED by the Board of Supervisors, County of Nevada, State of California, that the Nevada County Clerk-Recorder/Registrar of Voters is hereby authorized, on behalf of the County of Nevada, to accept this amendment to Standard Agreement #18G30129, as administered by the California Secretary of State, for reimbursable costs in a total amount not to exceed \$735,915.30 for the period of February 1, 2019 through June 30, 2022, and to sign and execute the attached standard contract agreement.



PASSED AND ADOPTED by the Board of Supervisors of the County of Nevada at a regular meeting of said Board, held on the 11th day of February, 2020, by the following vote of said Board:

Ayes: Supervisors Heidi Hall, Edward Scofield, Dan Miller, Susan K. Hoek and Richard Anderson.

Noes: None.

Absent: None.

Abstain: None.

ATTEST:

JULIE PATTERSON HUNTER
Clerk of the Board of Supervisors

By: 


Heidi Hall, Chair



ALEX PADILLA | SECRETARY OF STATE | STATE OF CALIFORNIA
MANAGEMENT SERVICES | CONTRACT SERVICES

1500 11th Street, Room 460 | Sacramento, CA 95814 | Tel 916.653.5974 | Fax 916.653.8324 | www.sos.ca.gov

September 25, 2019

Nevada County
Attn: **Gregory J. Diaz**
950 Maidu Avenue, Suite 250
Nevada City, CA 95959

Subject: Contract Number **18G30129 AMDT. #01 (Voting System Replacement)**

Please see the marked instruction/information below. If requested, please complete the following marked item(s) and return to the address stated below within ten (10) business days*:

- STD. 213, Standard Agreement with attached Exhibits.** Please acquire the appropriate original signature on the first page of the STD. 213, and the additional three single STD. 213's and return the originally signed agreement package to the address above. **Please Note: Fax, photocopies and signature stamps are not acceptable.** Therefore, please make sure the STD. 213's have been originally signed. A fully executed copy will be returned to you once the contract execution has been completed.
- STD. 213A, Standard Agreement Amendment with attached NEW Exhibit.** Please acquire the appropriate signature for the first page of the STD. 213A and the additional three (3) single STD. 213A's. **Please Note: Fax, photocopies and signature stamps are not acceptable. Therefore, please make sure all four (4) of the STD. 213A's have been originally signed.** A fully executed copy will be returned to you once the contract execution has been completed. **Please return the signed agreement amendment package to the following address (not returning the package this address will delay processing):**

Attn: Contract Services Unit
Secretary of State
1500 11th Street, Room 460
Sacramento, CA 95814

***IMPORTANT: If the signed agreement amendment package is not returned on or before June 1, 2020, this amendment may not be executed.**

- Along with the above referenced STD. 213A agreement amendment package, please **submit** a copy of the **resolution, order, motion, or ordinance of your local governing body (whichever is applicable for your County office)**, which by law has granted the authority to enter into the proposed contract amendment, authorizing execution of the agreement.

Please Note: If the resolution (or other applicable document stated above) submitted with the originally executed contract also provides for the authority to enter into contract amendments, and DOES NOT INCLUDE any specific original contract dollar amount or contract term information, a copy of that same resolution (or other applicable document) should be sufficient for processing this agreement amendment request. Otherwise, a new resolution (or other applicable document) will need to be submitted accordingly. Please direct questions regarding this to the SOS Project Contact in your originally executed contract (Exhibit A – Scope of Work, Section C.).

5

CHECK HERE IF ADDITIONAL PAGES ARE ATTACHED 1 Pages

AGREEMENT NUMBER 18G30129	AMENDMENT NUMBER 01
REGISTRATION NUMBER:	

1. This Agreement is entered into between the State Agency and Contractor named below:
 STATE AGENCY'S NAME
Secretary of State
 CONTRACTOR'S NAME
Nevada County
2. The term of this February 1, 2019, or upon approval by Dept. of General Services, if required, Agreement is: whichever is later through June 30, 2022
3. The maximum amount of this **\$ 735,915.30** Agreement after this amendment is: Seven hundred thirty-five thousand nine hundred fifteen dollars and thirty cents
4. The parties mutually agree to this amendment as follows. All actions noted below are by this reference made a part of the Agreement and incorporated herein:
 1. The amount of the Agreement is hereby increased by \$ 286,415.30 and shall not exceed \$ 735,915.30, which includes \$ 61,665.30 for election management system (EMS) specific funds.
 2. The term of the Agreement is hereby extended through June 30, 2022.
 3. Exhibit A – Scope of Work, Section E. Use of Funds. Item 9., is hereby added to the Agreement, as stated below:
9. The replacement or enhancement of a county Election Management System (EMS), used by the county to track voter registration or voter preference, including for example, a voter's vote-by-mail status. This shall not include maintenance and operations (M&O) expenses.
 4. Exhibit B – Budget Detail and Payment Provisions, Item 7. Retroactive Payments, is hereby replaced in its entirety, as stated below:
7. Retroactive Payments
Counties may claim reimbursement for expenses and activities permissible under the terms of this Agreement that occur after April 29, 2015 and before June 30, 2022.
 5. Exhibit D – Special Terms and Conditions, Section A. Auditing, Item 1., is hereby by replaced in its entirety, as stated below:
 1. Receipt of Voting System Replacement funds by County indicates agreement, to be reimbursed by the Secretary of State, by first providing matching funds spent on voting system replacement activities described in Exhibit A – Scope of Work, Section E – Use of Funds as follows:
 - a. Counties with 50 or fewer precincts will require no match of funds.
 - b. Counties with 51 or more precincts will require 3:1 or 75%:25% match of funds.
 6. Exhibit B-1 – Funding Detail, is hereby added to the Agreement and attached hereto.

Except as stated herein, all other terms and conditions shall remain the same.

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

CONTRACTOR		CALIFORNIA Department of General Services Use Only <input type="checkbox"/> 6
CONTRACTOR'S NAME (If other than an individual, state whether a corporation, partnership, etc.) Nevada County		
BY (Authorized Signature) 	DATE SIGNED (Do not type)	
PRINTED NAME AND TITLE OF PERSON SIGNING		
ADDRESS 950 Maidu Avenue, Suite 250 Nevada City, CA 95959		
STATE OF CALIFORNIA		
AGENCY NAME Secretary of State		
BY (Authorized Signature) 	DATE SIGNED (Do not type)	
PRINTED NAME AND TITLE OF PERSON SIGNING Cindy Halverstadt, Chief, Management Services Division		
ADDRESS 1500 11 th Street, Sacramento, CA 95814		

**EXHIBIT B-1
(Standard Agreement)**

FUNDING DETAIL

The allotted contract amount with both fiscal year (FY) allotments are not to exceed a total contract budget of **\$ 735,915.30** as shown in the table below:

Total Budget	
FY 18/19 – Existing Contract Amount for replacement/upgrade to County voting systems	\$ 449,500.00
FY 19/20 – Additional Funding for replacement/upgrade to County voting systems	\$ 224,750.00
FY 19/20 – Additional funding specifically for election management system (EMS) replacement	\$ 61,665.30
New Contract Amount	\$ 735,915.30



RESOLUTION No. 19-052

OF THE BOARD OF SUPERVISORS OF THE COUNTY OF NEVADA

RESOLUTION ACCEPTING THE STATE OF CALIFORNIA, SECRETARY OF STATE'S GRANT AWARD KNOWN AS VOTING SYSTEM REPLACEMENT. THIS AGREEMENT IS TO PROVIDE THE COUNTY OF NEVADA WITHIN THE STATE OF CALIFORNIA, AS APPROPRIATED BY ASSEMBLY BILL 1824, CHAPTER 38 (STATS.2018), (VOTING SYSTEM REPLACEMENT), PURSUANT TO CALIFORNIA ELECTIONS CODE SECTIONS 19400 AND 19402, ADMINISTERED BY THE SECRETARY OF STATE, WITH STATE FUNDS TO REIMBURSE COUNTY OF NEVADA FOR VOTING SYSTEM REPLACEMENT ACTIVITIES, AND AUTHORIZING THE COUNTY CLERK-RECORDER/REGISTRAR OF VOTERS TO EXECUTE THE GRANT AWARD AGREEMENT #18G30129 IN THE AMOUNT OF \$449,500.00

WHEREAS, the State of California, Office of the Secretary of State awarded the County of Nevada Elections Department funds, as appropriated by Assembly Bill 1824, Chapter 38 (Stats. 2018) (Voting System Replacement) pursuant to California Elections Code sections 19400 and 19402 in the amount of \$449,500.00 for the period February 1, 2019 through June 30, 2021, for the "Voting System Replacement; and

WHEREAS, the State of California, Secretary of State's grant award is to provide the County of Nevada with state one to one reimbursement funds, administered by California Secretary of State for a one to one state match for Voting System Replacement", subject to the provisions of this agreement and all requirements of state and federal law, regulations and procedures.

NOW, THEREFORE, BE IT RESOLVED by the Board of Supervisors, County of Nevada, State of California, that the Nevada County Clerk-Recorder/Registrar of Voters of the County of Nevada is hereby authorized, on behalf of the County of Nevada, to accept, the State Voting System Replacement funds awarded to the County of Nevada by the State of California, Office of Secretary of State, in the maximum amount of \$449,500.00 for the period of February 1, 2019 through June 30, 2021, and to sign and execute the attached standard contract agreement.

PASSED AND ADOPTED by the Board of Supervisors of the County of Nevada at a regular meeting of said Board, held on the 12th day of February, 2019, by the following vote of said Board:

Ayes: Supervisors Heidi Hall, Edward Scofield, Dan Miller,
Susan K. Hoek and Richard Anderson

Noes: None.

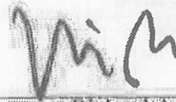
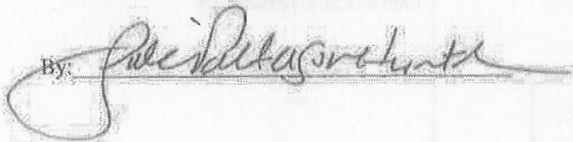
Absent: None.

Abstain: None.

ATTEST:

JULIE PATTERSON HUNTER
Clerk of the Board of Supervisors

By:



Richard Anderson, Chair

2/12/19 cc: Elections (4)
AC* (Hold)

9

4/30/2019 cc: Elections*
AC*(release)

STANDARD AGREEMENT

STD 213 (Rev. 10/2018)

AGREEMENT NUMBER

18G30129

PURCHASING AUTHORITY NUMBER (if applicable)

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

CONTRACTING AGENCY NAME

Secretary of State

CONTRACTOR NAME

Nevada County

2. The term of this Agreement is:

START DATE

February 1, 2019 or upon approval by Dept. of General Services, if required, whichever is later

THROUGH END DATE

June 30, 2021

3. The maximum amount of this Agreement is:

\$ 449,500.00

Four hundred forty nine thousand five hundred Dollars and Zero Cents

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

EXHIBITS	TITLE	PAGES
Exhibit A	Scope of Work	4 pages
Exhibit B	Budget Detail and Payment Provisions	3 pages
Exhibit C *	General Terms and Conditions	GTC 04/2017
Exhibit D	Special Terms and Conditions (Attached hereto as part of this Agreement)	2 pages
Exhibit E	Additional Provisions	2 pages
Exhibit F	County Resolution	2 pages
Exhibit G	Contractor Voting System Replacement Activity Report	1 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.dgs.ca.gov/ols/resources/standardcontractlanguage.aspx

IN WITNESS WHEREOF, THIS AGREEMENT HAS BEEN EXECUTED BY THE PARTIES HERETO.

CONTRACTOR

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

Nevada County

CONTRACTOR BUSINESS ADDRESS

950 Maidu Avenue, Suite 250

CITY

Nevada City

STATE

CA

ZIP

95959

PRINTED NAME OF PERSON SIGNING

Gregory J. Diaz

TITLE

NEVADA COUNTY CLERK-RECORDER

CONTRACTOR AUTHORIZED SIGNATURE

Gregory J. Diaz

DATE SIGNED

02/20/2019

STATE OF CALIFORNIA

CONTRACTING AGENCY NAME

Secretary of State

CONTRACTING AGENCY ADDRESS

1500 11th Street

CITY

Sacramento

STATE

CA

ZIP

95814

PRINTED NAME OF PERSON SIGNING

Cindy Halverstadt

TITLE

Chief, Management Services Division

CONTRACTING AGENCY AUTHORIZED SIGNATURE

Cindy Halverstadt

DATE SIGNED

3/20/19

CALIFORNIA DEPARTMENT OF GENERAL SERVICES APPROVAL

EXEMPTION, IF APPLICABLE

[Handwritten Signature]



10

EXHIBIT A
(Standard Agreement)

SCOPE OF WORK

A. NAME OF PROGRAM

This program shall be known as "Voting System Replacement Contract 2018."

B. PURPOSE OF AGREEMENT

The purpose of this Agreement is to provide the counties within the state of California, as appropriated by Assembly Bill 1824, Chapter 38 (Stats.2018), (Voting System Replacement Contracts), pursuant to California Elections Code sections 19400 and 19402, administered by the Secretary of State, with state funds to reimburse counties for voting system replacement activities subject to the provisions of this Agreement and all requirements of state and federal law, regulations and procedures. Counties who receive the reimbursement of funds under this agreement are subject to the following:

1. Counties may seek reimbursement for payments made pursuant to a purchase agreement, lease agreement, or other contract made after April 29, 2015.
2. The funded activities must belong to one or more of the categories outlined below in Section E – USE OF FUNDS.
3. If a county uses funding provided to it for activities described below in Section E – USE OF FUNDS, #8, and those activities do not result in a voting system certified by the Secretary of State to comply with the California Voting Systems Standards by July 1, 2023, the county shall return the state funding provided for those activities to the State. If the county does not return the funding by June 30, 2024, the State Controller shall withhold any payment to the county in an equivalent amount, as directed by the California Department of Finance.
4. Any voting system purchased or leased by a county for which the county seeks reimbursement from the Secretary of State pursuant to this Agreement and that does not require a voter to directly mark a ballot, must produce a paper version or representation of the voted ballot or of all of the ballots cast on a unit of the voting system. The paper version shall not be provided to the voter but shall be retained by elections officials for use during the one percent manual tally described in Elections Code Section 15360, or any recount, audit, or contest.

C. PROJECT CONTACTS

The program representatives during the term of Agreement will be:

- a. For County: **Gregory J. Diaz (530) 265-1218**
- b. For State: **Kathryn Chaney (916) 695-1657**

EXHIBIT A
(Standard Agreement)

D. MATCHING FUNDS

Counties may seek reimbursement where the county has spent matching county funds on voting systems replacement activities on a dollar-for-dollar basis, up to the maximum amount of funds allocated for the contract. Matching funds may also include federal funds such as Help America Vote Act (HAVA). **State funds**, such as Voting Modernization Bond Act of 2002 (VMB) may not be used as matching funds.

E. USE OF FUNDS

Any Voting Systems Replacement Contract 2018 funds received pursuant to this program shall be used by County only for one or more of the following purposes:

1. New voting systems that have been certified or conditionally approved pursuant to the California Voting Systems Standards (CVSS).
2. Electronic poll books certified by the Secretary of State.
3. Ballot on demand systems certified by the Secretary of State.
4. Vote by mail ballot drop boxes that comply with any applicable regulations adopted by the Secretary of State, including California Code of Regulations (CCR) Title 2, Division 7, Chapter 3, sections 20130-20138.
5. Remote accessible vote by mail systems certified or conditionally approved by the Secretary of State.
6. Telecommunication technologies to facilitate electronic connection, for the purpose of voter registration, between polling places, vote centers, and the office of the county elections official or the Secretary of State's office.
7. Vote by mail ballot sorting and processing equipment.
8. Research and development of a new voting system using only nonproprietary software and firmware with disclosed source code that have not been certified or conditionally approved by the Secretary of State, but that would result in a voting system certified by the Secretary of State to comply with the California Voting Systems Standards, in addition to the following:
 - Manufacturing of the minimum number of voting system units reasonably necessary for either of the following purposes:
 - Testing and seeking administrative approval for the voting system pursuant to Section 19210 to 19214, inclusive.
 - Testing and demonstrating the capabilities of the voting system in a pilot program pursuant to paragraph (2) of subdivision (b) and subdivision (c) of Section 19209.

EXHIBIT A
(Standard Agreement)

F. County shall not submit any claim for payment or reimbursement and shall not be entitled to receive payment or reimbursement from State of Voting System Replacement Contract 2018 funds for:

1. The cost of purchasing any motored vehicle;
2. The cost of leasing for more than thirty (30) days of any motored vehicle;
3. The cost of purchasing any real property;
4. The cost of leasing any real property;
5. The cost of promotional items and memorabilia;
6. General purpose equipment, including but not limited to, office equipment and furnishings; modular furniture; telephone networks and component parts that are not for the explicit use of facilitating electronic connections as defined above in Section E – USE OF FUNDS, #6 of this document; and reproduction and printing equipment that is not a component of a voting system, ballot on demand system, or electronic poll book system;
7. General office supplies;
8. Any indirect rate or overhead costs distributed to county administrative support services.

G. DISPOSAL OR SALE OF EQUIPMENT PURCHASED WITH VOTING SYSTEM REPLACEMENT CONTRACT FUNDING

If a county elections officials disposes of voting systems or voting equipment purchased with Voting System Replacement Contract funding:

1. No pre-approval or permission is required by the Secretary of State.
2. Sales should conform to county purchasing procedures. If those do not exist, counties should rely on the State Administrative Manual (SAM Chapter 8600).
3. A solid audit trail should be maintained and include the following:
 - a. All information relevant to valuation.
 - b. Documentation relevant to the source of funding used for the original purchase of the equipment being sold or disposed of.

**EXHIBIT A
(Standard Agreement)**

- c. Information relevant to the actual sale or disposition, including the date, amount of the actual sale, which equipment was involved (description and inventory numbers) and receipts.
4. Prior to disposing or selling of any voting system or portion thereof, ensure the equipment is formatted so there is no software or firmware remaining on the equipment. All equipment should be taken back to a condition where it is solely a non-functioning piece of hardware.

14

**EXHIBIT B
(Standard Agreement)**

BUDGET DETAIL AND PAYMENT PROVISIONS

1. Invoicing and Payment

- A. For services satisfactorily rendered, and upon receipt and approval of the invoices submitted with supporting documentation, the State agrees to compensate the Contractor for actual expenditures incurred in accordance with the rates specified herein, which is attached hereto and made a part of this Agreement.
- B. Invoices shall include the Agreement Number and shall be submitted in triplicate not more frequently than monthly in arrears to:

Office of Secretary of State
Attention: Accounts Payable
P.O. Box 944260
Sacramento, CA 94244-2600

Invoices may be submitted via email to AccountsPayable@sos.ca.gov. Please contact Accounts Payable at (916) 653-9165 for any further questions regarding invoices.

2. Budget Contingency Clause

- A. It is mutually agreed that if the Budget Act or a Voting System Replacement Contract Spending Plan amendment 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 or a Voting System Replacement Contract Spending Plan amendment 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. 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.

4. Failure to Properly Claim Maximum Amount of Voting System Replacement Contract Funds

Notwithstanding any provision of Agreement, County shall be entitled to receive only those amounts for fully supported and appropriate claims, which are properly submitted, pursuant to the provisions of Agreement and all applicable state and federal laws, regulations, and procedures.

5. Basis of Claims

Subject to the provisions of Paragraph #9 below, all claims for Voting System Contract Replacement Funds under this program must be based on invoices submitted by the County. All invoices or Agreements that are the subject of any claims must relate directly to expenditures authorized pursuant to Exhibit A – SCOPE OF WORK, Section E – USE OF FUNDS.

**EXHIBIT B
(Standard Agreement)**

6. Processing of Claims

The Secretary of State shall establish the criteria and processes for submitting claims under this Program. Such criteria shall include requirements that all claims:

- A. Contain a face sheet that summarizes each expenditure made by the categories set forth in Exhibit A – SCOPE OF WORK, Section E – USE OF FUNDS;
- B. Include the total amount of the claim;
- C. Identify whether additional claims are expected to be submitted;
- D. Include the hourly charge of any contractor for which a claim is made for their time;
- E. Include signed Contractor Activity Reports, please see sample, which is Exhibit G - CONTRACTOR VOTING SYSTEM REPLACEMENT ACTIVITY REPORT, for each employee and contractor's employee for whom reimbursement for time is being claimed. (Vendors who receive payment from Voting System Replacement Contract funds are required to submit timesheets for any work paid for as time and materials); and
- F. Include a copy of the contract, if the contractor's invoice does not describe the activities undertaken in such a manner that the State can determine whether the activities comply with the provisions of this Agreement.

7. Retroactive Payments

Counties may claim reimbursement for expenses and activities permissible under the terms of this Agreement that occur after April 29, 2015, and before June 30, 2021.

8. Payments of Claims

The Secretary of State shall advise the County of the status of the claim processing within 30 (thirty) days of receipt of the claim. Payments made by the State with respect to any claim shall be sent directly by the State Controller's office to the County.

9. Deadline for Submitting Claims

The deadline for submitting any claim under this program is 30 (thirty) days after the expiration date of this Agreement.

10. Multiple Claims

County can submit multiple claims for Voting Systems Replacement funds authorized above, within the aggregate limit established for County.

11. Documentation to be Submitted

- A. Each claim shall include a cover page that identifies the activity or service in Exhibit A – SCOPE OF WORK and a summary sheet that includes the dollar amount associated with each activity or service for which funds are being sought. Each claim shall also include originals or true copies of all documentation of the payment for which reimbursement is sought, and of the purchase agreement, lease agreement, or other contract pursuant to which the reimbursed payment was made.

**EXHIBIT B
(Standard Agreement)**

- B. The county shall certify to the Secretary of State the source and amount of match funding, including supporting documentation of the source of funding such as a statement of account.
- C. If applicable, approval by the County Board of Supervisors, along with the appropriate County Resolution will be required.

12. Order of Processing

Claims shall be processed by the Secretary of State in order of receipt.

17

EXHIBIT D
(Standard Agreement)

SPECIAL TERMS AND CONDITIONS

A. AUDITING

1. Receipt of Voting System Replacement funds by County indicates agreement, to be reimbursed by the Secretary of State, by first providing matching funds spent on voting system replacement activities described in Exhibit A – SCOPE OF WORK, Section E – USE OF FUNDS, on a dollar-for-dollar basis, up to a maximum amount of funds allocated for the contract, as allocated per county.
2. County shall maintain records in a manner that:
 - a. Accurately reflects fiscal transactions with necessary controls and safeguards;
 - b. Provides complete audit trails, based whenever possible on original documents (purchase orders, receipts, progress payments, invoices, timesheets, cancelled warrants, warrant numbers, etc.);
 - c. Provides accounting data so the costs can readily be determined throughout Agreement period;
 - d. Accurately records and tracks the disposition of all equipment and sensitive property in compliance with 41 CFR 105-71 and the California State Administrative Manual.
3. Records shall be maintained for three (3) years after termination of this Agreement and for at least one (1) year following any audit or final disposition of any disputed audit finding.
4. If the final disposition of any disputed audit finding is determined to be a disallowed cost that the Secretary of State has paid the County, the County shall return to the Secretary of State an amount equal to the disallowance.
5. County shall permit periodic site visits by the Secretary of State, or the Secretary of State's designee or designees, to determine if any Voting System Replacement Contract funds are being used or have been used in compliance with this Agreement and all applicable laws.

B. GENERAL PROVISIONS

1. Voting System Replacement Contract funds can only be used for the purposes for which the Voting System Replacement Contract funds are made.
2. No portion of any Voting System Replacement Contract funds shall be used for partisan political purposes. All contractors providing services are required to sign an agreement, please see Exhibit E – Additional Provisions, to abide by the Secretary of States' policy to refrain from engaging in political activities that call into question the impartiality of the Secretary of State's Office.
3. Proceeds received by the County for the sale of equipment or sensitive property originally purchased by funds shall be deposited in an interest-bearing account and used in accordance with procedures outlined in Exhibit A – SCOPE OF WORK, Section G - DISPOSAL OR SALE OF EQUIPMENT PURCHASED WITH VOTING SYSTEM REPLACEMENT CONTRACT FUNDING. Such sales shall be reported in writing to the Secretary of State within 30 days of completion. Interest earned on funds shall be reported to the Secretary of State within 90 days of the close of each fiscal year. Upon expenditure of these funds and interest earned, County will report such

18

EXHIBIT D
(Standard Agreement)

expenditure to the Secretary of State, along with documentation of such expenditure, including invoices, agreements or other documentation.

4. Funds not claimed by County within thirty (30) days of the end date of this contract, or any funds claimed by a county that are not approved for use by the Secretary of State within one hundred eighty (180) days of the end date of this contract, shall revert to the Secretary of State.
5. 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 County to reflect any reduced amount.
6. This Agreement is subject to any restrictions, limitations or conditions enacted or promulgated by the United States Government, or any agency thereof, that may affect the provisions, terms or funding of Agreement in any manner.
7. County warrants by execution of this Agreement, that no person or selling agency has been employed or retained to solicit or secure this contract 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 County 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 contract 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.
8. Nothing contained in this Agreement or otherwise, shall create any contractual relation between the State and any subcontractor or vendor, and no subcontractor shall relieve County of its responsibilities and obligations hereunder. County agrees to be as fully responsible to 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 County. County's obligation to pay its subcontractors is an independent obligation from the State's obligation to make payments to County. As a result, State shall have no obligation to pay or to enforce the payment of any moneys to any subcontractor or vendor of County.
9. If a county uses funding provided to it for activities described in Exhibit A – SCOPE OF WORK, Section E – USE OF FUNDS, #8, and those activities do not result in a voting system certified by the Secretary of State to comply with the California Voting Systems Standards by July 1, 2023, the county shall return the state funding provided for those activities to the State. If the county does not return the funding by June 30, 2024, the State Controller shall withhold any payment to the county in an equivalent amount, as directed by the California Department of Finance.

EXHIBIT E
(Standard Agreement)

ADDITIONAL PROVISIONS

Secretary of State Policy Regarding Political Activity in the Workplace

SECRETARY OF STATE POLICY REGARDING POLITICAL ACTIVITY IN THE WORKPLACE

The Secretary of State is the state's chief elections officer. It is, therefore, imperative that staff in the Secretary of State's Office, and those who contract with the Secretary of State's Office, refrain from engaging in any political activity that might call into question the office's impartiality with respect to handling election issues. Accordingly, the policy of the Secretary of State's Office with respect to political activity in the workplace, a copy of which will be given to every employee in the Secretary of State's office and incorporated as an attachment to contracts with the Secretary of State's Office, is as follows:

- 1) No employee of or contractor with the Secretary of State's Office shall engage in political campaign-related activities on state-compensated or federal-compensated time, except as required by official duties, such as answering inquiries from the public. In those cases where the contractor with the Secretary of State's Office is a county, the term "contractor" shall apply only to county elections office employees, county employees redirected to work temporarily for the county elections office, or any person, firm, company or business that provides reimbursable election-related services to a county elections office in furtherance of a contract. This prohibition shall not apply while an employee is on approved vacation or approved annual leave. This prohibition shall not apply to activities engaged in during the personal time of an employee.
- 2) No employee of or contractor with the Secretary of State's Office shall use any state property in connection with political campaign activities. It is strictly prohibited to schedule political campaign-related meetings or to conduct political campaign-related meetings in state office space, even if after normal working hours.
- 3) No employee of or contractor with the Secretary of State's Office shall use his or her official status with the Secretary of State's Office to influence political campaign-related activities or to confer support for or indicate opposition to a candidate or measure at any level of government.
- 4) No employee of or contractor with the Secretary of State's Office may be involved with political campaign-related telephone calls, letters, meetings or other political campaign-related activities on state-compensated or federal-compensated time. Requests by employees to switch to alternative work schedules, such as 4-10-40 or 9-8-80 work weeks, or to take vacation in order to accommodate political campaign-related activities or to attend political campaign functions, will be judged in the same manner and on the same basis as any other requests of this nature (i.e., existing needs of the office and discretion of the division chiefs).
- 5) The receipt or delivery of political campaign contributions or photocopies thereof on state property is strictly prohibited, as is the use of office time or state resources (e.g., intra-office mail or fax machines) to solicit or transmit political campaign contributions.
- 6) No employee of or contractor with the Secretary of State's Office may authorize any person to use his or her affiliation with the Secretary of State's Office in an attempt to suggest that the employee's or contractor's support or opposition to a nomination or an election for office or a ballot measure is of an "official," as distinguished from private, character.
- 7) No employee of or contractor with the Secretary of State's Office may display political campaign-related buttons, posters, or similar materials in areas visible to individuals who are in public areas of the Secretary of State's Office; nor may an employee of or contractor with the Secretary of State's Office display political campaign-related posters or other materials on windows facing out of the state office building.

EXHIBIT E
(Standard Agreement)

- 8) No employee of or contractor with the Secretary of State's Office may use official authority or influence for the purpose of interfering with or attempting to affect the results of an election or a nomination for any public office.
- 9) No employee of or contractor with the Secretary of State's Office may directly or indirectly coerce or solicit contributions from subordinates in support of or in opposition to an election or nomination for office or a ballot measure.
- 10) An employee who is paid either partially or fully with federal funds, including the Help America Vote Act of 2002 (HAVA), is subject to the provisions of the federal Hatch Act, and is, therefore, prohibited from being a candidate for public office in a partisan election, as defined in the federal Hatch Act. However, any employee who is to be paid either partially or fully with funds pursuant to HAVA, shall first be consulted about the proposed funding and be informed about the prohibitions of the federal Hatch Act. The employee, whenever possible, shall be given the opportunity to engage in employment that does not involve HAVA funding.
- 11) Provisions limiting participation in political campaign-related activities as provided for in this policy statement shall be included in every contract with the Secretary of State's Office.

If you have questions concerning these restrictions, please refer them to the Secretary of State Office contact person listed in Exhibit A – SCOPE OF WORK.



Nevada County
18G30129
1 of 2

RESOLUTION No. 19-052

OF THE BOARD OF SUPERVISORS OF THE COUNTY OF NEVADA

RESOLUTION ACCEPTING THE STATE OF CALIFORNIA, SECRETARY OF STATE'S GRANT AWARD KNOWN AS VOTING SYSTEM REPLACEMENT. THIS AGREEMENT IS TO PROVIDE THE COUNTY OF NEVADA WITHIN THE STATE OF CALIFORNIA, AS APPROPRIATED BY ASSEMBLY BILL 1824, CHAPTER 38 (STATS.2018), (VOTING SYSTEM REPLACEMENT), PURSUANT TO CALIFORNIA ELECTIONS CODE SECTIONS 19400 AND 19402, ADMINISTERED BY THE SECRETARY OF STATE, WITH STATE FUNDS TO REIMBURSE COUNTY OF NEVADA FOR VOTING SYSTEM REPLACEMENT ACTIVITIES, AND AUTHORIZING THE COUNTY CLERK-RECORDER/REGISTRAR OF VOTERS TO EXECUTE THE GRANT AWARD AGREEMENT #18G30129 IN THE AMOUNT OF \$449,500.00

WHEREAS, the State of California, Office of the Secretary of State awarded the County of Nevada Elections Department funds, as appropriated by Assembly Bill 1824, Chapter 38 (Stats. 2018) (Voting System Replacement) pursuant to California Elections Code sections 19400 and 19402 in the amount of \$449,500.00 for the period February 1, 2019 through June 30, 2021, for the "Voting System Replacement; and

WHEREAS, the State of California, Secretary of State's grant award is to provide the County of Nevada with state one to one reimbursement funds, administered by California Secretary of State for a one to one state match for Voting System Replacement", subject to the provisions of this agreement and all requirements of state and federal law, regulations and procedures.

NOW, THEREFORE, BE IT RESOLVED by the Board of Supervisors, County of Nevada, State of California, that the Nevada County Clerk-Recorder/Registrar of Voters of the County of Nevada is hereby authorized, on behalf of the County of Nevada, to accept, the State Voting System Replacement funds awarded to the County of Nevada by the State of California, Office of Secretary of State, in the maximum amount of \$449,500.00 for the period of February 1, 2019 through June 30, 2021, and to sign and execute the attached standard contract agreement.

22

EXHIBIT F

PASSED AND ADOPTED by the Board of Supervisors of the County of Nevada at a regular meeting of said Board, held on the 12th day of February, 2019, by the following vote of said Board:

Ayes: Supervisors Heidi Hall, Edward Scofield, Dan Miller, Susan K. Hoek and Richard Anderson

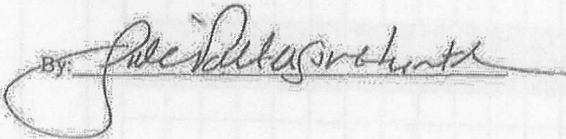
Noes: None.

Absent: None.

Abstain: None.

ATTEST:

JULIE PATTERSON HUNTER
Clerk of the Board of Supervisors

By: 



Richard Anderson, Chair

The foregoing instrument is a correct copy of the original on file in this office.

Resolution 19-052
ATTEST: February 13, 2019
Julie Patterson Hunter, Clerk of the Board
County of Nevada

BY: 

2/12/19 cc: Elections (4)
AC* (Hold)

23

Exhibit G

Nevada County
18G30129
Page 1 of 1

STATE OF CALIFORNIA - SECRETARY OF STATE

CONTRACTOR VOTING SYSTEM REPLACEMENT ACTIVITY REPORT

NAME	COMPANY NAME	Month/Year	Voting System Replacement Coordinator's Approval
	Location (Sector/LA)		

Contract Number:

VOTING SYSTEM REPLACEMENT ACTIVITY HOURS																																PROGRAM TIME REPORTING					
31	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31	1	DELIVERABLE NAME	ORG	HOURS		
																																			(Taken from proposal and contract)		0.0
2																																					0.0
3																																					0.0
4																																					0.0
5																																					0.0
6																																					0.0
7																																					0.0
8																																					0.0
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17																																					0.0
18																																					0.0
19																																					0.0
20																																					0.0
21																																					0.0
22																																					0.0
23																																					0.0
24																																					0.0
																													MONTHLY TOTAL	0.0							

SIGNATURE OF CONTRACTOR	DATE
-------------------------	------

Handwritten initials: "FL"



ALEX PADILLA | SECRETARY OF STATE | STATE OF CALIFORNIA
ELECTIONS DIVISION

1500 11th Street, 5th Floor, Sacramento, CA 95814 | Tel 916.657.2166 | Fax 916.653.3214 | www.sos.ca.gov

July 23, 2019

County Clerk/Registrar of Voters (CC/ROV) Memorandum #19056

TO: All County Clerks/Registrars of Voters

FROM: /s/ Susan Lapsley
Deputy Secretary of State and Counsel

RE: Additional State Funding for Voting System and Election Management System (EMS) Replacement

The 2019 Budget Act provided one-time funding of \$87 million for the replacement of voting systems and technology. This allocation is in addition to the fiscal year 2018-2019 funding which provided \$134 million for counties for the replacement of voting technology.

The 2019 Budget Act provided additional funding, modified the match requirement, and allocated funding for election management system (EMS) replacement.

Additional funding: The funding for each county for the additional voting system replacement was set through the budget process. The amount allocated for each county is fixed and was based on a variety of factors and assumptions, including such things as county size, number of precincts, and voting equipment needs. See Attachment A for the breakdown by county of these funds.

Match requirements: The 2019 Budget Act modifies the match requirement for both the fiscal year 2018-2019 funding and the new allocation. Based upon historical figures, the match requirement is modified as follows:

1. Counties with 50 or fewer precincts will require no match of funds.
2. Counties with 51 or more precincts will require a 3:1 or 75%:25% match of funds.

EMS replacement: The 2019 Budget Act provides funding for county Election Management System (EMS) replacement. Of the \$87 million, \$18 million is allocated for the replacement of county EMS. See Attachment A for the breakdown by county for these funds.

25



Rather than issue new contracts for the 2019 allocation we will be amending the current contracts. The amendment will: (1) add additional funding to replace and upgrade county voting systems; (2) change the matching formula; (3) authorize funds to be used for county election management system replacement; and (4) extend the contract ending date to June 30, 2022. The contract amendment will be sent out next month. We are aware that some may require Board of Supervisor's approval, but please have the contract amendment approved and the signed version returned to SOS as soon as possible.

FROM: Alex Padilla, Secretary of State and Counsel
TO: [Illegible]

RE: Additional State Funding for Voting System and Election Management System (EMS) Replacement

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26
26

Attachment A

County	Match of Funds Percentage*	2018-19 Allocation	2019-20 Allocation		
			Voting System Replacement	EMS Replacement	Total 2019-20
Counties with 50 or fewer precincts will require no match of funds.					
Alpine	100%	\$ 50,000.00	\$ 50,000.00	\$ 695.70	\$ 50,695.70
Amador	100%	\$ 173,000.00	\$ 86,500.00	\$ 20,195.10	\$ 106,695.10
Calaveras	100%	\$ 199,500.00	\$ 457,500.00	\$ 26,547.30	\$ 484,047.30
Colusa	100%	\$ 152,500.00	\$ 152,500.00	\$ 7,942.50	\$ 160,442.50
Del Norte	100%	\$ 190,500.00	\$ 190,500.00	\$ 12,393.90	\$ 202,893.90
Glenn	100%	\$ 253,000.00	\$ 253,000.00	\$ 11,542.50	\$ 264,542.50
Inyo	100%	\$ 73,500.00	\$ 277,500.00	\$ 9,153.90	\$ 286,653.90
Mariposa	100%	\$ 207,000.00	\$ 207,000.00	\$ 9,797.40	\$ 216,797.40
Modoc	100%	\$ 145,000.00	\$ 145,000.00	\$ 4,450.50	\$ 149,450.50
Mono	100%	\$ 116,000.00	\$ 116,000.00	\$ 6,036.30	\$ 122,036.30
Plumas	100%	\$ 206,500.00	\$ 206,500.00	\$ 11,138.40	\$ 217,638.40
Sierra	100%	\$ 43,000.00	\$ 207,000.00	\$ 1,967.40	\$ 208,967.40
Sutter	100%	\$ 313,000.00	\$ 156,500.00	\$ 42,108.30	\$ 198,608.30
Tehama	100%	\$ 438,000.00	\$ 438,000.00	\$ 29,996.10	\$ 467,996.10
Trinity	100%	\$ 169,000.00	\$ 169,000.00	\$ 6,768.90	\$ 175,768.90
Yuba	100%	\$ 378,000.00	\$ 378,000.00	\$ 30,546.90	\$ 408,546.90
Counties with 51 or more precincts will require a 3:1 or 75%:25% match of funds.					
Alameda	75%	\$ 5,621,500.00	\$ 2,810,750.00	\$ 795,547.80	\$ 3,606,297.80
Butte	75%	\$ 821,500.00	\$ 410,750.00	\$ 110,115.00	\$ 520,865.00
Contra Costa	75%	\$ 3,647,000.00	\$ 1,823,500.00	\$ 567,936.00	\$ 2,391,436.00
El Dorado	75%	\$ 757,000.00	\$ 378,500.00	\$ 109,710.90	\$ 488,210.90
Fresno	75%	\$ 2,886,500.00	\$ 1,443,250.00	\$ 414,907.20	\$ 1,858,157.20
Humboldt	75%	\$ 542,000.00	\$ 271,000.00	\$ 70,342.20	\$ 341,342.20
Imperial	75%	\$ 419,500.00	\$ 209,750.00	\$ 62,943.30	\$ 272,693.30
Kern	75%	\$ 2,291,000.00	\$ 1,145,500.00	\$ 341,503.20	\$ 1,487,003.20
Kings	75%	\$ 341,500.00	\$ 170,750.00	\$ 47,340.90	\$ 218,090.90
Lake	75%	\$ 246,000.00	\$ 123,000.00	\$ 29,594.70	\$ 152,594.70
Lassen	75%	\$ 107,500.00	\$ 53,750.00	\$ 13,014.00	\$ 66,764.00
Los Angeles	75%	\$ 43,128,000.00	\$ 21,564,000.00	\$ 4,857,201.00	\$ 26,421,201.00
Madera	75%	\$ 378,000.00	\$ 189,000.00	\$ 52,276.50	\$ 241,276.50
Marin	75%	\$ 1,038,000.00	\$ 519,000.00	\$ 145,683.00	\$ 664,683.00
Mendocino	75%	\$ 337,500.00	\$ 168,750.00	\$ 44,838.90	\$ 213,588.90
Merced	75%	\$ 657,000.00	\$ 328,500.00	\$ 88,542.90	\$ 417,042.90
Monterey	75%	\$ 1,160,500.00	\$ 580,250.00	\$ 170,646.30	\$ 750,896.30
Napa	75%	\$ 499,500.00	\$ 249,750.00	\$ 70,363.80	\$ 320,113.80
Nevada	75%	\$ 449,500.00	\$ 224,750.00	\$ 61,665.30	\$ 286,415.30
Orange	75%	\$ 9,823,000.00	\$ 4,911,500.00	\$ 1,432,388.70	\$ 6,343,888.70
Placer	75%	\$ 1,410,500.00	\$ 705,250.00	\$ 214,246.80	\$ 919,496.80
Riverside	75%	\$ 6,156,500.00	\$ 3,078,250.00	\$ 954,337.50	\$ 4,032,587.50
Sacramento	75%	\$ 4,714,500.00	\$ 2,357,250.00	\$ 702,600.30	\$ 3,059,850.30
San Benito	75%	\$ 348,500.00	\$ 348,500.00	\$ 27,919.80	\$ 376,419.80
San Bernardino	75%	\$ 5,903,000.00	\$ 2,951,500.00	\$ 867,254.40	\$ 3,818,754.40
San Diego	75%	\$ 10,685,000.00	\$ 5,342,500.00	\$ 1,572,644.70	\$ 6,915,144.70
San Francisco	75%	\$ 3,011,500.00	\$ 1,505,750.00	\$ 444,109.50	\$ 1,949,859.50
San Joaquin	75%	\$ 2,060,500.00	\$ 1,030,250.00	\$ 314,736.30	\$ 1,344,986.30
San Luis Obispo	75%	\$ 1,043,000.00	\$ 521,500.00	\$ 153,550.80	\$ 675,050.80
San Mateo	75%	\$ 2,474,000.00	\$ 1,237,000.00	\$ 364,462.20	\$ 1,601,462.20
Santa Barbara	75%	\$ 1,357,500.00	\$ 678,750.00	\$ 196,571.70	\$ 875,321.70

27

Attachment A

County	Match of Funds Percentage*	2018-19 Allocation	2019-20 Allocation		
			Voting System Replacement	EMS Replacement	Total 2019-20
Santa Clara	75%	\$ 5,572,000.00	\$ 2,786,000.00	\$ 806,368.50	\$ 3,592,368.50
Santa Cruz	75%	\$ 1,009,500.00	\$ 504,750.00	\$ 145,079.10	\$ 649,829.10
Shasta	75%	\$ 686,500.00	\$ 343,250.00	\$ 91,221.30	\$ 434,471.30
Siskiyou	75%	\$ 190,000.00	\$ 95,000.00	\$ 24,797.70	\$ 119,797.70
Solano	75%	\$ 1,409,500.00	\$ 704,750.00	\$ 212,425.20	\$ 917,175.20
Sonoma	75%	\$ 1,681,000.00	\$ 840,500.00	\$ 249,898.50	\$ 1,090,398.50
Stanislaus	75%	\$ 1,500,500.00	\$ 750,250.00	\$ 226,584.00	\$ 976,834.00
Tulare	75%	\$ 958,000.00	\$ 479,000.00	\$ 153,359.10	\$ 632,359.10
Tuolumne	75%	\$ 209,000.00	\$ 104,500.00	\$ 28,915.20	\$ 133,415.20
Ventura	75%	\$ 3,008,000.00	\$ 1,504,000.00	\$ 410,157.00	\$ 1,914,157.00
Yolo	75%	\$ 699,500.00	\$ 349,750.00	\$ 101,521.80	\$ 451,271.80
Total		\$ 134,347,500.00	\$ 69,284,750.00	\$ 17,980,604.10	\$ 87,265,354.10

*Percentage based on number of precincts for the 2018 General Election.

28