



# RESOLUTION No. 18-128

## OF THE BOARD OF SUPERVISORS OF THE COUNTY OF NEVADA

**RESOLUTION ACCEPTING THE STATE OF CALIFORNIA, SECRETARY OF STATE'S GRANT AWARD KNOWN AS, "THE VOTERS CHOICE ACT VOTER EDUCATION AND OUTREACH PROGRAM," AND AUTHORIZING THE COUNTY CLERK-RECORDER/REGISTRAR OF VOTERS TO EXECUTE THE GRANT AWARD AGREEMENT NO. 17S10063 IN THE AMOUNT OF \$15,000.00**

WHEREAS, Senate Bill 117 (Chapter 180, 2017) authorizes the state to assist each county conducting all-mailed ballot election in 2018 pursuant to the Voters Choice Act in providing additional voter education and community outreach, including, but not limited to, direct contact with voters; and

WHEREAS, the State of California, Office of the Secretary of State awarded the County of Nevada Elections Department grant funds under Senate Bill 117 (Chapter 180, 2017) in the amount of \$15,000.00 for the period March 1, 2018, through September 1, 2018, to assist in the education and outreach for conducting all-mailed ballot/vote centers election in Nevada County; and

WHEREAS, this funding was anticipated in Resolution 18-064 which amended the Elections Office budget to implement the Voters Choice Act.

NOW, THEREFORE, BE IT HEREBY RESOLVED by the Board of Supervisors, County of Nevada, State of California, that the Clerk-Recorder/Registrar of Voters of the County of Nevada is hereby authorized, on behalf of the County of Nevada, to accept the State of California, Office of the Secretary of State's Education and Outreach Grant 17S10063, in the maximum amount of \$15,000 for the period of March 1, 2018, through September 1, 2018, and to sign and execute the attached grant award agreement.

BE IT FURTHER RESOLVED that all funds received under this agreement are to be deposited to Election Budget 0101-10501-0731000/445090.

PASSED AND ADOPTED by the Board of Supervisors of the County of Nevada at a regular meeting of said Board, held on the 10th day of April, 2018, by the following vote of said Board:

Ayes: Supervisors Heidi Hall, Edward Scofield, Dan Miller, Hank Weston and Richard Anderson


Noes: None.

Absent: None.

Abstain: None.

ATTEST:

JULIE PATTERSON HUNTER  
Clerk of the Board of Supervisors

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

  
\_\_\_\_\_

Edward Scofield, Chair

4/10/2018 cc: Elections ( )  
AC\* (Hold)

4/11/2018 cc: Elections\*  
AC\* (Release)

**STANDARD AGREEMENT**

STD 213 (Rev 06/03)

AGREEMENT NUMBER <b>17S10063</b>
REGISTRATION NUMBER

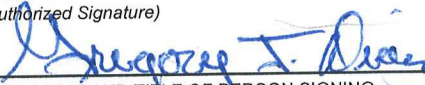
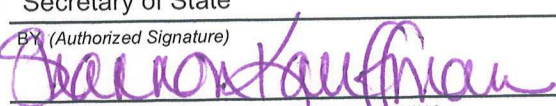
- This Agreement is entered into between the State Agency and the Contractor named below:
 

STATE AGENCY'S NAME	Secretary of State
CONTRACTOR'S NAME	Nevada County
- The term of this Agreement is: March 1, 2018 or upon approval by Dept. of General Services, if required, whichever is later through September 1, 2018
- The maximum amount of this Agreement is: \$ 15,000.00  
Fifteen thousand dollars and zero cents
- The parties agree to comply with the terms and conditions of the following exhibits which are by this reference made a part of the Agreement.
 

Exhibit A - Scope of Work	2 page(s)
<input checked="" type="checkbox"/> Exhibit A -1	page(s)
Exhibit B - Budget Detail and Payment Provisions	1 page(s)
<input checked="" type="checkbox"/> Exhibit B -1	page(s)
Exhibit C* - General Terms and Conditions	GTC 04/2017
Check mark one item below as Exhibit D:	
<input type="checkbox"/> Exhibit - D Special Terms and Conditions (Attached hereto as part of this agreement)	page(s)
<input type="checkbox"/> Exhibit - D* Special Terms and Conditions	page(s)
Exhibit E - Additional Provisions	2 Page(s)
Exhibit F - County Resolution	2 Page(s)

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/Standard+Language](http://www.dgs.ca.gov/Standard+Language)

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

<b>CONTRACTOR</b>		California Department of General Services Use Only
CONTRACTOR'S NAME (if other than an individual, state whether a corporation, partnership, etc.)		
Nevada County		
BY (Authorized Signature)	DATE SIGNED (Do not type)	
	4/10/18	
PRINTED NAME AND TITLE OF PERSON SIGNING		
Gregory J. Diaz, Clerk-Recorder		
ADDRESS		
950 Maidu Avenue Nevada, CA 95959		
<b>STATE OF CALIFORNIA</b>		<input checked="" type="checkbox"/> Exempt per: SCM Vol. 1 Sect 4.03
AGENCY NAME		
Secretary of State		
BY (Authorized Signature)	DATE SIGNED (Do not type)	
	4/30/18	
PRINTED NAME AND TITLE OF PERSON SIGNING		
Shannon Kauffman, Business Operations Manager		
ADDRESS		
1500 11th Street Sacramento, CA 95814		

**EXHIBIT A  
(Standard Agreement)**

**SCOPE OF WORK**

**A. NAME OF PROGRAM**

**This program shall be known as “The Voters Choice Act Voter Education and Outreach Program.”**

**B. PURPOSE OF AGREEMENT**

The purpose of this Agreement is to provide the County of «County» (“County”) with state reimbursement funds, Senate Bill 117 (Chapter 180, 2017) requires the Secretary of State to assist each county conducting all-mailed ballot election in 2018 in providing additional voter education and community outreach, including, but not limited to, direct contact with voters. The bill would authorize the Secretary of State to provide funding allocated for these purposes to each county, subject to the provisions of this Agreement and all requirements of state and federal law, regulations and procedures. The provisions of this Agreement are to be interpreted to further this purpose.

**1. Contact Information**

The program representatives during the term of Agreement will be:

<b>State of California Contract Manager:</b>  James Schwab Chief of Policy and Planning Office of the Secretary of State 1500 11 <sup>th</sup> Street Sacramento, CA 95824 Phone: (916) 695-1638 Email: <a href="mailto:jschwab@sos.ca.gov">jschwab@sos.ca.gov</a>	<b>Contractor:</b>  Gregory J. Diaz, Clerk-Recorder, Registrar of Voters 950 Maidu Avenue, Suite 250 Nevada City, CA 95959 Phone: (530) 265-1298 Fax: (530) 265-9829 Hours: 8:00 a.m. - 5:00 p.m. E-Mail: <a href="mailto:gregory.diaz@co.nevada.ca.us">gregory.diaz@co.nevada.ca.us</a>
<b>Direct all contact inquiries to:</b>  Secretary of State, Contract Services Unit 1500 11 <sup>th</sup> Street Sacramento, CA 95824 Phone: (916) 653-5974 Email: <a href="mailto:contractservices@sos.ca.gov">contractservices@sos.ca.gov</a>	<b>Direct all contract inquiries to:</b>  Gregory J. Diaz, Clerk-Recorder, Registrar of Voters 950 Maidu Avenue, Suite 250 Nevada City, CA 95959 Phone: (530) 265-1298 Fax: (530) 265-9829 Hours: 8:00 a.m. - 5:00 p.m. E-Mail: <a href="mailto:gregory.diaz@co.nevada.ca.us">gregory.diaz@co.nevada.ca.us</a>

**C. USES OF FUNDS**

The Secretary of State shall reimburse all 5 VCA designated counties for costs related to education and outreach to registered voter for the June 2018 primary election. Each county may seek reimbursement up to a maximum based on the allocated amount below.

Maximum reimbursements for each county:  
Madera: \$15,000

**EXHIBIT A  
(Standard Agreement)**

Nevada: \$15,000  
Napa: \$15,000  
Sacramento: \$98,000  
San Mateo \$58,00

Total eligible voter populations:

Madera: 87,302  
Napa: 93,296  
Nevada: 77,460  
Sacramento: 991,975  
San Mateo: 505,188

1. General Uses

Provided that the County has notified the Secretary of State by March 1, 2018 of its intention to execute this contract, any funds received pursuant to this program shall be used by County for reimbursement of expenses incurred after July 1, 2017 and before June 30, 2018 for one or more of the following purposes, except as otherwise provided below:

**a. Advertisement, Printing, Translation, and Design of Education and Outreach Materials**

- 1) Development, production, translation, and transcription into Braille or into audio or CD/DVD format, of printed materials to educate or inform voters concerning the Voter's Choice Act;
- 2) Development of a website to educate voters on the Voter's Choice Act;
- 3) Public advertising of information on the Voter's Choice Act;
- 4) Mailers to disseminate information to registered voters on the Voter's Choice Act;
- 5) Translation of advertisements, mailers and educational materials related to the Voter's Choice Act;
- 6) Development of accessible advertisements, mailers, and education and outreach materials.

**Items presumed to not be reimbursable:**

The following is a partial list of items presumed to not be reimbursable and not inclusive of all items that are not reimbursable. The list is provided only for the purpose of providing guidance. The Secretary of State shall be the sole determiner of whether or not an expenditure is reimbursable.

- 1) Catering, food and beverages;
- 2) Office equipment, including but not limited to fax machines and copiers, unless prior approval has been obtained from the granting agency;
- 3) Facility rental;
- 4) Gas (except travel reimbursements);
- 5) Parking fees;
- 6) Gift bags, pins, buttons, shirts or other promotional items for poll workers, voters or County staff;
- 7) Invitations;
- 8) Light bulbs;
- 9) Staff salaries of County employees not conducting one of the activities allowable;

If you have any questions about this training grant, please feel free to contact James Schwab at (916) 695-1638 or [James.Schwab@sos.ca.gov](mailto:James.Schwab@sos.ca.gov).



**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

**2. Budget Contingency Clause**

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

**3. Maximum Amount Of VCA Funds To Be Provided To County Under This Program**

County shall not receive, pursuant to Agreement, more than the total amount allotted per population percentage formula authorized pursuant to Paragraph C ('Uses of Funds') Exhibit A 'Scope of Work'.

**4. Basis of Claims**

All invoices or agreements that are the subject of any claims must relate directly to expenditures authorized pursuant to Paragraph C ('Uses of Funds') of Exhibit A 'Scope of Work'.

**5. Deadline For Submitting Claims**

The deadline for submitting any claim under this program is September 1, 2018.

**6. Multiple Claims**

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

**7. Order Of Processing**

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

**8. Work Outside Of The Scope Of Work**

Contractors are not permitted to perform work, or be paid for work, outside the documented scope of work. Changes to the scope of work must be approved before work is undertaken, and payment is made for any activities outside of the scope of work

**EXHIBIT C  
(Standard Agreement)**

**GENERAL TERMS AND CONDITIONS**

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

**EXHIBIT E**  
**(Standard Agreement)**

**ADDITIONAL PROVISIONS**

1. 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. 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 on the contract in Exhibit A.