



RESOLUTION No. 21-265

OF THE BOARD OF SUPERVISORS OF THE COUNTY OF NEVADA

RESOLUTION ACCEPTING THE CALIFORNIA SECRETARY OF STATE'S GRANT AWARD KNOWN AS VOTER'S CHOICE ACT (VCA) IMPLEMENTATION. THIS AGREEMENT PROVIDES THE COUNTY OF NEVADA WITH STATE FUNDS FOR IMPLEMENTING SB 450, THE VOTER'S CHOICE ACT. THIS RESOLUTION AUTHORIZES THE NEVADA COUNTY CLERK-RECORDER/REGISTRAR OF VOTERS TO EXECUTE STANDARD AGREEMENT NO. 20S10078 IN THE AMOUNT OF \$15,000.00

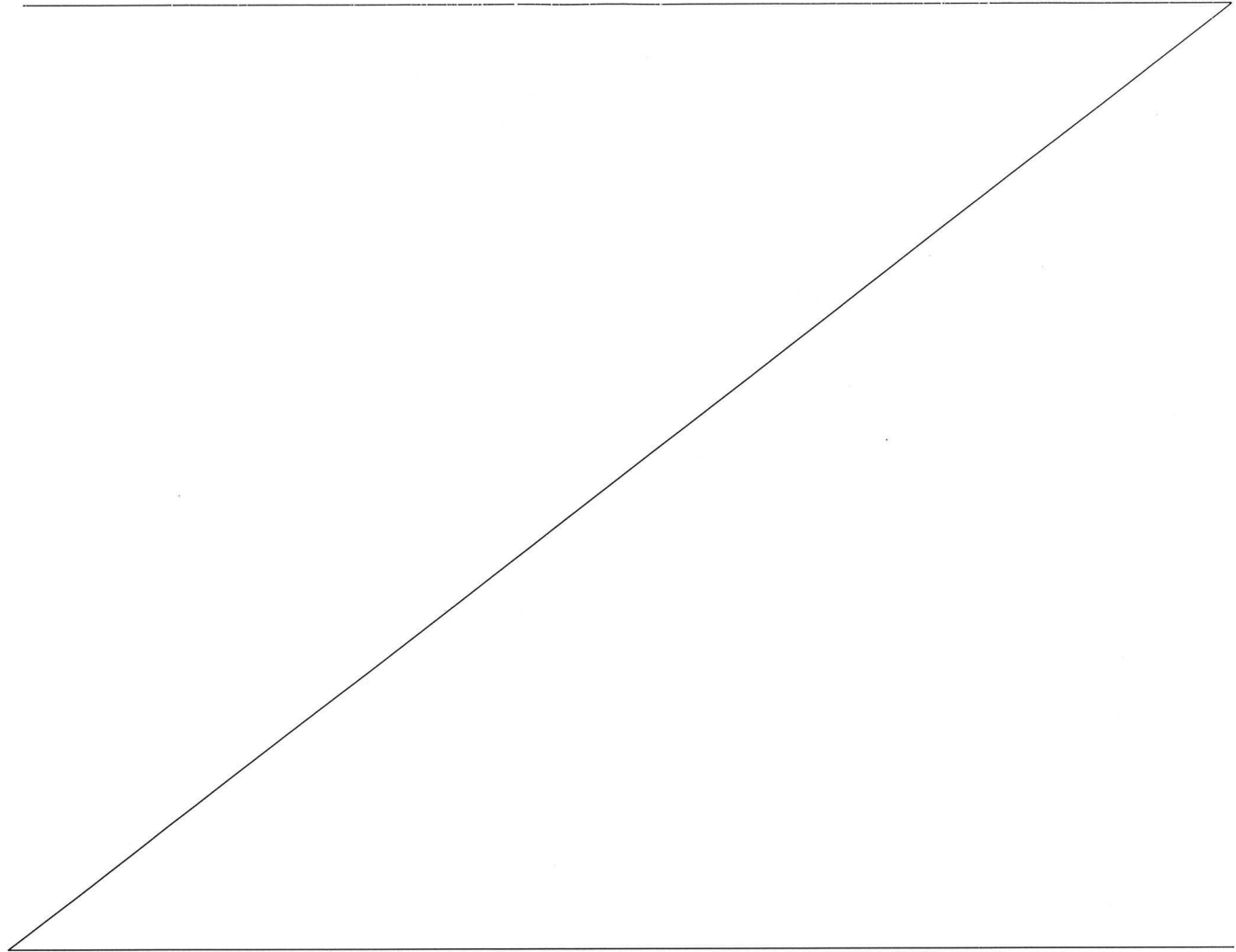
WHEREAS, the Office of the California Secretary of State awarded the County of Nevada Elections Department state and federal funds for certain costs relating to the implementation of Senate Bill 450, otherwise known as the California Voter's Choice Act (Stats. 2016, Ca. Elec. Code § 4005), for the period of January 1, 2021 through June 30, 2021 ("VCA Implementation"); and

WHEREAS, the award is to provide the County of Nevada with one-to-one reimbursement funds for expenses incurred for the period after March 1, 2020 through November 4, 2020 up to \$15,000.00, administered by California Secretary of State, subject to the provisions articulated in Standard Agreement No. 20S10078 and all requirements of state law, regulations, and procedures; and

WHEREAS, the VCA Implementation award provides reimbursements for advertisement, printing, translation, and design of education and outreach materials.

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 the VCA Implementation funds awarded by the Office of the California Secretary of State, in the maximum amount of \$15,000.00 for the period of January 1, 2021 through June 30, 2021, and to sign and execute the attached standard contract agreement.

Funds received from this agreement shall be designated to organization code 0101-10501-073-1000, revenue code 446690, PCN 7300000.



PASSED AND ADOPTED by the Board of Supervisors of the County of Nevada at a regular meeting of said Board, held on the 22nd day of June, 2021, by the following vote of said Board:

Ayes: Supervisors Heidi Hall, Edward Scofield, Dan Miller, Susan K. Hoek and Hardy Bullock.

Noes: None.


Absent: None.

Abstain: None.

ATTEST:

JULIE PATTERSON HUNTER
Clerk of the Board of Supervisors

By: 


Dan Miller, Chair

6/22/2021 cc: Elections*
AC*

STANDARD AGREEMENT

STD 213 (Rev. 03/2019)

AGREEMENT NUMBER

20S10078

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

January 1, 2021 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:

\$15,000.00; Fifteen Thousand 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 a part of the Agreement.

Exhibits	Title	Pages
Exhibit A	Scope of Work	2 pages
Exhibit B	Budget Detail and Payment Provisions	1 pages
Exhibit C *	General Terms and Conditions	GTC 04/2017
+ -	Exhibit D	Special Terms and Conditions (Attached hereto as part of this Agreement)
+ -	Exhibit E	Additional Provisions
+ -	Exhibit F	County Resolution
+ -		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 <https://www.dgs.ca.gov/OLS/Resources>

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

TITLE

CONTRACTOR AUTHORIZED SIGNATURE

DATE SIGNED

STANDARD AGREEMENT

STD 213 (Rev. 03/2019)

AGREEMENT NUMBER

20S10078

PURCHASING AUTHORITY NUMBER (If Applicable)

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

TITLE

CONTRACTING AGENCY AUTHORIZED SIGNATURE

DATE SIGNED

CALIFORNIA DEPARTMENT OF GENERAL SERVICES APPROVAL

EXEMPTION (If Applicable)

SCM Vol. 1, 4.04.A.2

**Exhibit A
(Standard Agreement)**

SCOPE OF WORK

The purpose of this Agreement is to provide the County of Nevada with reimbursement of funds used to provide outreach and education services to voters as part of the Voter's Choice Act (VCA) implementation plan.

1) General Uses

Any funds received shall be used by Nevada County for reimbursement of expenses related to implementation of the VCA incurred after March 1, 2020 and prior to November 4, 2020 for one or more of the following purposes, except as otherwise provided below:

- a) **Advertisement, Printing, Translation, and Design of Education and Outreach Materials.**
- i) Development, production, translation, and transcription into Braille, audio, or CD/DVD format, of materials to be printed or posted online to educate or inform voters concerning the VCA;
 - ii) Development of translations into languages mandated by Elections Code Section 14201, and/or section 201 of the Federal Voting Rights Act;
 - iii) Procurement of services to assist voters with language needs at vote centers and through the toll-free hotline;
 - iv) Development of a website to educate voters on the VCA;
 - v) Public advertising of information on the VCA, including advertising on social media, newspapers, television, and radio;
 - vi) Mailers to disseminate information to registered voters on the VCA;
 - vii) Printing of education materials such as flyers and posters;
 - viii) Translation of advertisements, mailers and education materials related to the VCA;
 - ix) Development of accessible advertisements, mailers and education and outreach materials related to the VCA;
 - x) Contracting services for Voter's Choice Act related education and outreach activities when the following requirements are fulfilled:
 - (1) The service provider shall deliver itemized invoices to the county elections official that outline the cost of each item, and the date when each service was completed.
 - (2) Services provided by this vendor shall only be related to Voter's Choice Act education and outreach activities.

2) Expenditure Guidelines

Claims for reimbursement by the county must be submitted no later than September 1, 2021.

**Exhibit A
(Standard Agreement)**

3) Items Presumed not to be Reimbursable

The following is a partial list of items presumed not to be reimbursable. This list is 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 an expenditure is reimbursable or not.

- a) Catering, food, or beverages.
- b) General purpose equipment, including but not limited to, office equipment and furnishings, modular furniture, and component parts that are not for the explicit use of facilitating electronic connections as defined and reproduction and printing equipment that is not a component of a voting system, ballot on demand system, or electronic poll book system.
- c) Facility rental unless this is for the siting of vote centers.
- d) General office supplies.
- e) Gas (except travel reimbursements).
- f) Parking fees (unless travel reimbursements).
- g) Gifts, tags, pins, buttons, shirts, or other promotional items for poll workers.
- h) Invitations.
- i) The cost of purchasing any real property.
- j) Light bulbs.
- k) Staff salaries of County employees not conducting one of the activities allowable.

4) Funding

The allotted contract amount shall not exceed a total contract budget of \$15,000 . State funding can only be used for outreach activities as allowed in section (1) above.

5) Program Representative

The Secretary of State program representatives during the term of Agreement will be:

Jessica Godina – jgodina@sos.ca.gov

Exhibit B
(Standard Agreement)

BUDGET DETAIL AND PAYMENT PROVISIONS

1. **Invoicing**

- A. For services satisfactorily rendered and upon receipt and approval of the invoices, 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:

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

Or

AccountsPayable@sos.ca.gov

2. **Budget Contingency Clause**

- A. It is mutually agreed that if the Budget Act 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 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.

**Exhibit D
(Standard Agreement)**

SPECIAL TERMS AND CONDITIONS

A. GENERAL PROVISIONS

1. County warrants by execution of 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.
2. Nothing contained in 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.
3. Upon request, county agrees to provide the Secretary of State with a summary report on its activities under this agreement following each election for which funds are expended that includes: the method used to determine the need for funding an eligible activity, including the reliance on an advisory committee or advisory groups, surveys or any other methodology used to assess the need for the eligible activity; the activity performed and funded; the amount of funding expended; the category or categories of need being met; and any performance metric or assessment of the quality of the activity, including unsolicited public comment, advisory committee or advisory group comment, public comment solicited through surveys and on-site assessments conducted by the County, its agents or others.

**Exhibit E
(Standard Agreement)**

ADDITIONAL PROVISIONS

1. Incompatible Activities

**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, is as follows:

- a. 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. 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.
- b. 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.
- c. 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.
- d. 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).
- e. 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

**Exhibit E
(Standard Agreement)**

resources (e.g., intra-office mail or fax machines) to solicit or transmit political campaign contributions.

- f. 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.
- g. 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.
- h. 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.
- i. 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.
- j. 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.
- k. 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 your contract manager.