



RESOLUTION No. 20-033

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 AND FEDERAL 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. 19S10059 IN THE AMOUNT OF \$116,953.00

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, 2019 through December 30, 2020 ("VCA Implementation"); and

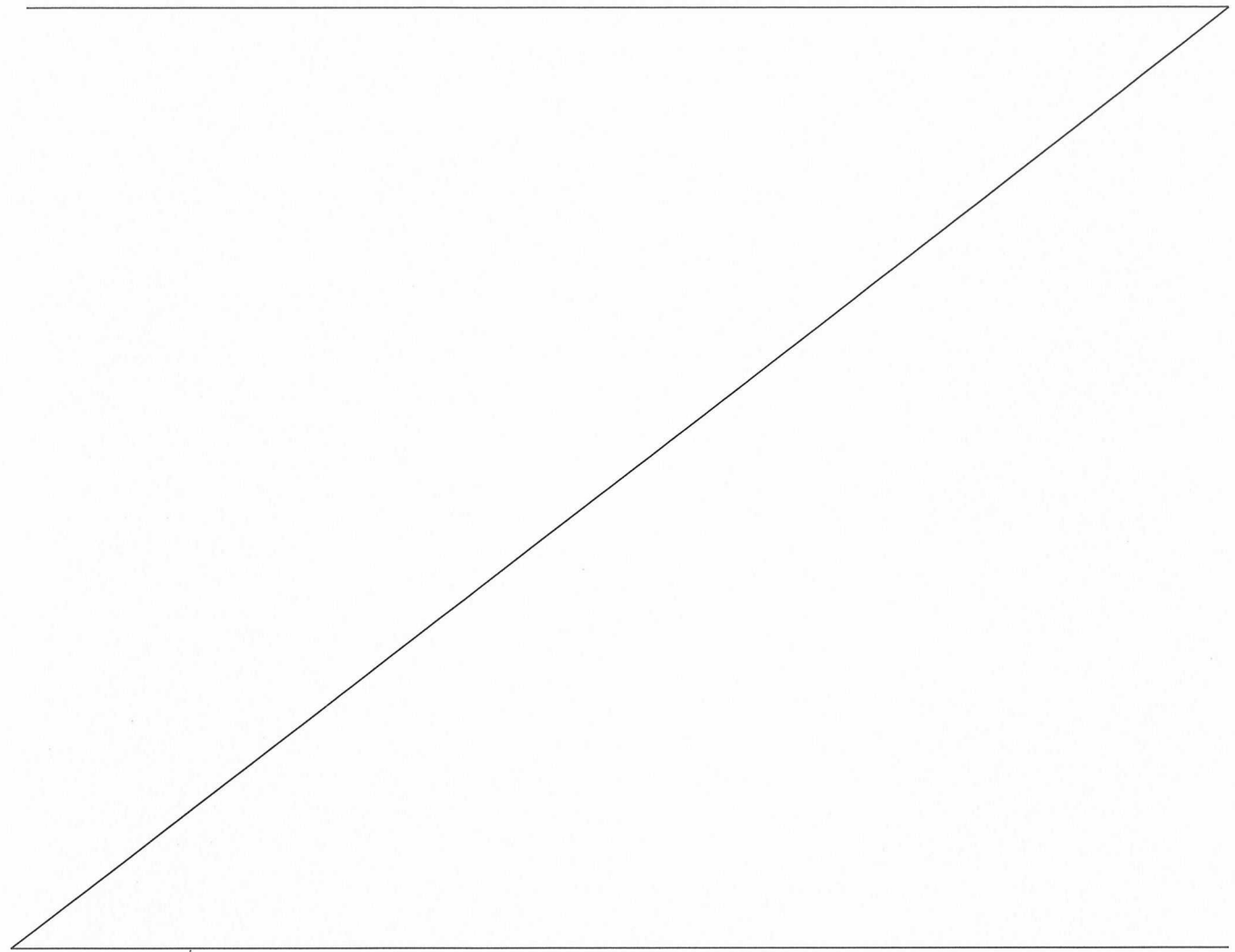
WHEREAS, the award is to provide the County of Nevada with one-to-one reimbursement funds up to \$116,953.00, administered by California Secretary of State, subject to the provisions articulated in Standard Agreement #19S10059 and all requirements of state and federal law, regulations, and procedures; and

WHEREAS, state funding is available for expenses incurred for the period of January 1, 2019 through June 30, 2020, in the amount of \$15,000.00, and federal funding pursuant to the Help America Vote Act (HAVA) is available for expenses incurred for the period of January 1, 2019 through December 30, 2020; and

WHEREAS, the VCA Implementation award provides reimbursements for a) equipment and infrastructure, b) advertisement, printing, translation, and design of education and outreach materials, and c) mobile vote centers.

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 \$116,953.00 for the period of January 1, 2019 through December 30, 2020, 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 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



January 7, 2020

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

Subject: Agreement Number **19S10059 (VCA Implementation)**

Please complete the following 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 to the address below. **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. **Please return the originally signed agreement package to the following address:**

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

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

- STD. 213A, Standard Agreement Amendment. Please acquire the appropriate signature for the first page of the STD. 213A and the additional three single STD. 213A's and return. Fax and Photocopies are not acceptable. A fully executed copy will be returned to you.
- Executed copy for your records.
- STD. 204 Payee Data Record (STD. 204) - Complete and return.
- CCC 04/2017 Contractor Certification Clause - Complete and return.
- Along with the above referenced STD. 213 contract 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, authorizing execution of the agreement. **Please Note: This agreement provides for State AND HAVA (Federal) funds to be used for reimbursement to the county. Therefore, IF the resolution, order, motion, or ordinance of your local governing body (whichever is applicable for your County office) requires references to contract specific information, that information must be in accordance with the respective agreement. Documents containing inconsistent or incorrect information will not be accepted.**

5

STANDARD AGREEMENT

STD 213 (Rev. 03/2019)

AGREEMENT NUMBER

19S10059

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, 2020 or upon approval by Dept. of General Services, if required, whichever is later

THROUGH END DATE

December 30, 2020

3. The maximum amount of this Agreement is:

\$116,953.00; One Hundred Sixteen Thousand Nine Hundred Fifty Three 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	3 pages
Exhibit B	Budget Detail and Payment Provisions	3 pages
Exhibit B-1	Funding Detail	1 page
+ - Exhibit C *	General Terms and Conditions	GTC 04/2017
+ - Exhibit D	Special Terms and Conditions (Attached hereto as part of this Agreement)	3 pages
+ - Exhibit E	Additional Provisions	2 pages
+ - Exhibit F	County Resolution	page(s)
+ - Exhibit G	Contractor HAVA/VCA Implementation Activity Report	1 page

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 19S10059	PURCHASING AUTHORITY NUMBER (If Applicable)
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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)		

a) Equipment and Infrastructure

i) New voting systems that have been certified or conditionally approved pursuant to the California Voting Systems Standards (CVSS).

ii) Electronic poll books certified by the Secretary of State.

iii) Ballot or command systems certified by the Secretary of State.

iv) 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.

v) Remote accessible vote by mail systems certified or conditionally approved by the Secretary of State.

vi) Telecommunications technologies to facilitate electronic connection for the purpose of voter registration, between polling places, vote centers, and the office of the county election official or the Secretary of State's office.

vii) Vote by mail ballot sorting and processing equipment.

viii) Mail tracking technology.

b) Advertisement, Printing, Translation, and Design of Election 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 Election Code Section 14501 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 telephone hotline.

iv) Development of a website to provide voters with the VCA.

v) Public advertising of information on the VCA, including advertising on social media, newspaper, television, and radio.

vi) Materials to disseminate information to registered voters on the VCA.

8 7

**EXHIBIT A
(Standard Agreement)**

SCOPE OF WORK

The purpose of this Agreement is to provide **Nevada County** with state and federal Help America Vote Act (HAVA) funds provided by the U.S. Election Assistance Commission (EAC) for county efforts to implement the Voter's Choice Act (VCA).

1) General Uses

Provided that the county has notified the Secretary of State of its intention to execute this contract, any funds received shall be used by **Nevada County** for reimbursement of expenses related to implementation of the VCA incurred after January 1, 2019 and prior to December 30, 2020 for the HAVA funds, and prior to June 30, 2020 for the State funds (see attached Exhibit B-1 – Funding Detail), for one or more of the following purposes, except as otherwise provided:

a) Equipment and Infrastructure

- i) New voting systems that have been certified or conditionally approved pursuant to the California Voting Systems Standards (CVSS).
- ii) Electronic poll books certified by the Secretary of State.
- iii) Ballot on demand systems certified by the Secretary of State.
- iv) 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.
- v) Remote accessible vote by mail systems certified or conditionally approved by the Secretary of State.
- vi) 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.
- vii) Vote by mail ballot sorting and processing equipment.
- viii) Mail tracking technology.

b) 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;

**EXHIBIT A
(Standard Agreement)**

- 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.

c) Mobile Vote Centers

- i) County may purchase mobile vote centers for use in their county. These mobile vote centers shall meet the minimum requirements below:
 - (1) The mobile voting unit shall be able to close entirely.
 - (2) The mobile voting unit shall have the ability to comply with public access requirements of the Americans with Disabilities Act (ADA). Resource for ADA Compliance is located at www.usdoj.gov/crt/ada.
 - (3) The mobile voting unit shall have an easy set-up with minimum time for completion with minimal or no tools required.
 - (4) If the mobile vote center is purchased new, the mobile voting unit shall have a minimum of a one-year warranty.
 - (5) The mobile voting unit shall have adequate interior lighting.
 - (6) The mobile voting unit shall have a power generator capable of providing power to run the necessary electrical equipment for the vote center.
- ii) Mobile Vote Centers can only be purchased when a collection of tools, techniques, and best practices to reduce vulnerability in technology applications, systems, infrastructure, firmware, and other areas for the vehicle has been completed.
- iii) Any wrap or signage must be informational in nature and cannot directly encourage voter registration or include 'get out the vote' messaging.
- iv) The seller shall follow any Federal and California State laws applicable to the use and transport of trailers to resolve any structural needs not listed above.
- v) If any requirement is deemed infeasible or does not follow Federal and California State guidelines, the seller shall identify it, explain why it is not feasible or is prohibited by law, and suggest alternative that are as close as possible to the request.
- vi) The mobile vote centers are to be used for federal elections only. If used for statewide (nonfederal), county, or local elections the county is required to have in place appropriate record keeping of such use and allocate costs accordingly.
- vii) Rental of vehicles specifically to tow mobile vote center to and from voting location.

EXHIBIT A
(Standard Agreement)

2) Expenditure Guidelines

If the county fails to implement the VCA during the 2020 election cycle after they have been reimbursed for expenses pursuant to this agreement made in relation to implementing the VCA, then the county shall reimburse the state any funds paid to them. Such funds shall be reimbursed by the county no later than 90 days after Election Day.

3) Items Presumed to not be Reimbursable

The following is a partial list of items presumed to not 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, telephone networks and component parts that are not for the explicit use of facilitating electronic connections, 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) Project Contacts

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

- a. For County: **Gregory J. Diaz (530) 265-1298**
- b. For Secretary of State: **Roberto Rizo, Staff Analyst, Policy and Planning (916) 695-1640 OR rrizo@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

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 HAVA Spending Plan or 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 HAVA Spending Plan or 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. Federal Funds

- A. It is mutually understood between the parties that this contract may have been written for the mutual benefit of both parties before ascertaining the availability of congressional appropriation of funds, to avoid program and fiscal delays that would occur if the contract were executed after that determination was made.
- B. This contract is valid and enforceable only if the United State Government makes sufficient funds available to the state. In addition, this contract is subject to any additional restrictions, limitations, or conditions enacted by the Congress or to any statute enacted by the Congress that may affect the provisions, terms, or funding of this contract in any manner.
- C. The parties mutually agree that if the Congress does not appropriate sufficient funds for the program, this contract shall be amended to reflect any reduction in funds.
- D. The County has the option to invalidate the contract under the 30-day cancellation clause or to amend the contract to reflect any reduction in funds.

**EXHIBIT B
(Standard Agreement)**

4. Maximum Amount of State and HAVA Funds to be Provided to County Under this Program

County shall not receive, pursuant to this Agreement, more than \$ **116,953.00**, in the aggregate. See attached Exhibit B-1 - Funding Detail for further information regarding the breakdown of the funds. With respect to the HAVA Funds, the County's share is the county's remaining balance of the original appropriation authorized in 2005.

5. Failure to Properly Claim Maximum Amount of HAVA 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.

6. Basis of Claims

Subject to the provisions of Paragraph 8 below related to the applicability of OMB Circular A-87, all claims for HAVA funds under this program must be based on invoices submitted by County. All invoices or agreements that are the subject of any claims must relate directly to expenditures authorized pursuant to Section 1) General Uses of Exhibit A "Scope of Work".

7. 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:

- (1) Contain a face sheet that summarizes each expenditure made by the categories set forth in Paragraph 1 of Exhibit A "Scope of Work";
- (2) Include the total amount of the claim;
- (3) Include a copy of the contract with the contractor 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.

8. Application of OMB Circular A-87

OMB Circular A-87 ("Cost Principles for State, Local and Indian Tribal Governments"), incorporated herein by reference, to the extent applicable, shall govern with respect to all aspects of this program. The provisions of OMB Circular A-87 may be found at <https://www.whitehouse.gov/omb/information-for-agencies/circulars/>.

9. Retroactive Payments

Counties may claim reimbursement for expenses and activities permissible under the terms of this Agreement in accordance with the dates identified in the table provided in Exhibit B-1 – Funding Detail.

10. 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.

12

**EXHIBIT B
(Standard Agreement)**

11. Deadline for Submitting Claims

The deadline for submitting any claim under this program is 60 days after the termination date of this Agreement.

12. Multiple Claims

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

13. Documentation to be Submitted

Each claim shall include a cover page that identifies the activity or service in Exhibit A 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 invoices, agreements, or other documentation that support the claim presented in the same order as shown on the accompanying summary sheet, including all documentation required by OMB Circular A-87. The provisions of OMB Circular A-87 may be found at <https://www.whitehouse.gov/omb/information-for-agencies/circulars/>.

14. Order of Processing

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

15. 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.

EXHIBIT B-1
(Standard Agreement)

FUNDING DETAIL

The allotted contract amount shall not exceed a total contract budget of \$ **116,953.00** as shown below. State funding can only be used for outreach activities as allowed in Exhibit A – Scope of Work, Section 1) General Uses, paragraph b. Federal HAVA funds can be used for all allowable activities described in Exhibit A, Section 1) General Uses.

Total Budget		Start Date	Expiration
State Funding	\$ 15,000.00	January 1, 2019	June 30, 2020
Federal HAVA Funding	\$ 101,953.00	January 1, 2019	December 30, 2020
Total Budget	\$ 116,953.00		

14

**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 (GTC 04/2017) will be included in the agreement by reference to Internet site: <https://www.dgs.ca.gov/OLS/Resources/Page-Content/Office-of-Legal-Services-Resources-List-Folder/Standard-Contract-Language#@ViewBag.JumpTo>

15

EXHIBIT D
(Standard Agreement)

SPECIAL TERMS AND CONDITIONS

A. AUDITING

1. Receipt of HAVA funds by a county indicates agreement to establish a dedicated HAVA account for these funds. Therefore, any payment received by County pursuant to this program shall be deposited in a separate, segregated account and any payment made by County related to this program shall be paid from that account whether or not the County has paid the vendors for services rendered before submitting invoices to the State.
2. Any recipient of federal funds to meet the Help America Vote Act requirements agrees to be audited pursuant to federal and state law. Accordingly, all documents and electronic files must be produced upon request by the auditors. CFDA Number for this contract is 39.011. The audit may include a review of all books, papers, accounts, documents, or other records of County as they relate to any HAVA funds. County shall also provide access to all employees having knowledge of the HAVA funds program to assist the auditor. County shall provide a copy of any document, paper, or electronic record requested by the auditor;
3. OMB Circular A-133 ("Audits of States, Local Governments, and Non-Profit Organizations"), and OMB Circular A-87, incorporated herein by reference, shall govern with respect to all aspects of this program. The provisions of these circulars may be found at <https://www.whitehouse.gov/omb/information-for-agencies/circulars/>;
4. 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.
5. Records shall be maintained for three years after expiration of Agreement and for at least one year following any audit or final disposition of any disputed audit finding;
6. 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.
7. County shall permit periodic site visits by the Secretary of State or the Secretary of State's designee or designees to determine if any HAVA funds are being used or have been used in compliance with Agreement and all applicable laws;
8. Upon request, county shall report to the Secretary of State at least once every 90 (ninety) days until all funds received have been expended, on the status of HAVA funds received, in a manner determined by the Secretary of State.

B. GENERAL PROVISIONS

1. The program is conditioned on State receiving reimbursement from the federal government pursuant to HAVA Section 101.

**EXHIBIT D
(Standard Agreement)**

2. HAVA funds can only be used for the purposes for which the HAVA funds are made;
3. No portion of any HAVA funds shall be used for partisan political purposes. All contractors providing services are required to sign an agreement, please see Exhibit E Item 1, 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. County is to submit agreement signed by each employee of contractor's firm who worked for County pursuant to this Agreement with the County's first invoice.
4. The provisions of the federal *Hatch Act* shall apply to employees working for state and local entities receiving HAVA funds. The *Hatch Act* may be reviewed at <https://osc.gov/Services/Pages/HatchAct.aspx>;
5. Any interest earned by County on money received pursuant to this Agreement must be reported in writing to the Secretary of State within 30 days of expiration of this Agreement. All interest must be used by the County for the purposes of implementing activities allowable under this Agreement;
6. Failure by any eligible County to execute a contract within 90 days of the date on which this contract is made available shall constitute an express desire to forego funds;
7. Funds not claimed by County within 90 days of the end date of this contract, or any funds claimed by a county that are not approved for county use by the Secretary of State within 180 days of the end date of this contract, shall be reallocated and may only be used to meet Section 101 of HAVA;
8. 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 Agreement with no liability occurring to the State, or offer an Agreement amendment to County to reflect any reduced amount;
9. 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;
10. Pursuant to federal policy, Agreement may be terminated by the State with 30-day written notice to County;
11. 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;
12. 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;

**EXHIBIT D
(Standard Agreement)**

13. Pursuant to federal law, by signing this agreement or execution of this purchase order the Contractor certifies under the penalty of perjury that the contracting entity is not excluded or ineligible from federal assistance programs and thereby is not on the federal government's list of suspended or debarred entities.
14. Pursuant to federal law, as a component of the procurement process, the Contractor must review the federal government's list of debarred and suspended vendors and ensure no contract award is provided to a vendor on this list. This list may be viewed at www.epls.gov
15. 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

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.

Exhibit G

7

STATE OF CALIFORNIA - SECRETARY OF STATE

CONTRACTOR HAVA/VCA IMPLEMENTATION ACTIVITY REPORT

NAME		COMPANY NAME		Month/Year	Voting System Replacement Coordinator's Approval																															
Contract Number:		Location (Sacto/LA)																																		
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
1																																		(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
9																																				0.0
10																																				0.0
11																																				0.0
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20																																				0.0
21																																				0.0
22																																				0.0
23																																				0.0
24																																				MONTHLY TOTAL 0.0
SIGNATURE OF CONTRACTOR		DATE																																		

