



AGENDA ITEM
NO. **C-22**

COUNTY OF HUMBOLDT

For the meeting of: June 14, 2016

Date: May 24, 2016

To: Board of Supervisors

From: Kelly Sanders, Clerk/Recorder/Registrar of Voters *KS*

Subject: Agreement with the California Secretary of State for VoteCal Statewide Voter Registration System Project (VoteCal)

RECOMMENDATION(S):

That the Board of Supervisors:

1. Approve the attached Amended Agreement number 13G30303 with the California Secretary of State for funding in the amount of \$41,891;
2. Approve the attached Agreement number 15G30302 with the California Secretary of State for funding in the amount of \$10,874 for computer hardware and software related to compliance with requirements of Section 303(a) of the Help America Vote Act;
3. Authorize the County Clerk/Recorder/Registrar of Voters or her designee to execute the attached Agreements to carry out the purpose of the Board's order.

SOURCE OF FUNDING:

Federal grant funds through the Help America Vote Act (HAVA) administered by the California Secretary of State and the U.S. Election Assistance Commission (EAC).

DISCUSSION:

The County of Humboldt entered into an agreement with the California Secretary of State on February 25, 2014, Agreement No. 13G30303 to allow for reimbursement of county staff's participation in approved VoteCal activities. The VoteCal project recently approved a new contract process that enables the County

Prepared by Kelly E. Sanders CAO Approval *Eushia Hegg*

REVIEW:	Auditor <u><i>WESH</i></u>	County Counsel <u><i>JWE</i></u>	Human Resources <u><i>KW</i></u>	Other _____
---------	----------------------------	----------------------------------	----------------------------------	-------------

TYPE OF ITEM:

Consent

Departmental

Public Hearing

Other _____

BOARD OF SUPERVISORS, COUNTY OF HUMBOLDT

Upon motion of Supervisor Fennell Seconded by Supervisor Sundberg

Ayes Sundberg, Fennell, Lovelace, Bohn

Nays _____

Abstain _____

Absent Bass

PREVIOUS ACTION/REFERRAL:

Board Order No. _____

Meeting of: _____

and carried by those members present, the Board hereby approves the recommended action contained in this Board report.

Dated: June 14, 2016

By: *Kathy Hayes*

Kathy Hayes, Clerk of the Board

to shift existing funding that remains in the original county contract into a new contract which will allow for reimbursement of VoteCal related hardware and software expenses. Amended Agreement 13G30303 will disencumber funding in the amount of \$10,874, leaving a balance of \$41,891. The disencumbered funding in the amount of \$10,874 is re-encumbered in Agreement No. 15G30302. Copies of the agreements are attached.

The total sum of \$52,765 is included in the 2015-16 budget under revenue 509050 Federal Reimbursement Grant.

Approving the Agreements supports the Board's Strategic Framework by ensuring transparent, accessible, and user friendly services, while safe guarding the public trust and integrity of local Elections.

FINANCIAL IMPACT:

No impact on the general fund.

OTHER AGENCY INVOLVEMENT:

Auditor
Risk Management

ALTERNATIVES TO STAFF RECOMMENDATIONS:

Because the VoteCal Project is mandated and grant funding is available to cover the expenditures, no alternatives are recommended.

ATTACHMENTS:

Original Agreement 13G30303 executed February 25, 2014
Amended Agreement 13G30303
Agreement 15G30302

Agreement 13G30303 executed February 25, 2014

STATE OF CALIFORNIA
STANDARD AGREEMENT

STD 213 (Rev 06/03)

AGREEMENT NUMBER 13G30303
REGISTRATION NUMBER 1341626

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

STATE AGENCY'S NAME Secretary of State
CONTRACTOR'S NAME Humboldt County
- The term of this Agreement is: **January 21, 2014 or upon approval by Dept. of General Services, if required, whichever is later through June 30, 2016**
- The maximum amount of this Agreement is: **\$52,764.61**
Fifty two thousand seven hundred sixty four dollars and sixty one 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	5 pages
Exhibit B – Budget Detail and Payment Provisions	3 pages
Exhibit C* – General Terms and Conditions	GSPD-4011T
Check mark one item below as Exhibit D:	
<input checked="" type="checkbox"/> Exhibit - D Special Terms and Conditions (Attached hereto as part of this agreement)	3 pages
<input type="checkbox"/> Exhibit - D* Special Terms and Conditions	
Exhibit E – Additional Provisions	2 pages
Exhibit F – County Resolution	2 Page(s)
Exhibit G – Contractor HAVA Activity Report	1 page

Items shown with an Asterisk (*), are hereby incorporated by reference and made part of this agreement as if attached hereto.

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

CONTRACTOR		California Department of General Services Use Only
CONTRACTOR'S NAME (if other than an individual, state whether a corporation, Humboldt County)		
BY (Authorized Signature) <i>Carolyn Crnich</i>	DATE SIGNED (Do not type) 2/25/2014	
PRINTED NAME AND TITLE OF PERSON SIGNING Carolyn Crnich, County Clerk, Recorder & Registrar		
ADDRESS 825 Fifth Street, 5th Floor Eureka, CA 95501		
STATE OF CALIFORNIA		
AGENCY NAME Secretary of State		
BY (Authorized Signature) <i>Cindy Hanneman</i>	DATE SIGNED (Do not type) 3/17/2014	<input checked="" type="checkbox"/> Exempt per 9I-1214-SOS-HQ1
PRINTED NAME AND TITLE OF PERSON SIGNING Cindy Hanneman, Chief, Management Services		
ADDRESS 1500 11 th Street, Sacramento, CA 95814		

**EXHIBIT A
SCOPE OF WORK**

A. NAME OF PROJECT

This project shall be known as VoteCal Statewide Voter Registration System Project ("VoteCal").

B. PURPOSE OF AGREEMENT

The purpose of this Agreement is to provide the County of Humboldt ("County") with federal funds ("HAVA funds"), CFDA Number 90.401, administered by the U.S. Election Assistance Commission ("EAC"), to assist the County in, or reimburse the County for, complying with the requirements of Section 303 (a) of the Help America Vote Act of 2002 (P.L. 107-252) ("HAVA"), subject to the provisions of this Agreement and all requirements of state and federal law, regulations and procedures. Section 303(a) of HAVA requires that each state election official implement a single, uniform, official, centralized, interactive computerized statewide voter registration list, defined, maintained, and administered at the state level that contains the name and registration information of every legally registered voter in the state.

The provisions of this Agreement are to be interpreted to further this purpose and County compliance with the mandates of HAVA Section 303(a).

The California Secretary of State's development of statewide voter registration system is known as VoteCal. The total VoteCal solution encompasses the VoteCal system, the remediated Election Management Systems ("EMS") modified to interface with the VoteCal system, and the new and revised voter registration business processes required to support VoteCal and HAVA compliance. Accordingly, VoteCal will impact county and state business processes, county and state voter registration systems, and a diversity of stakeholders, most significantly county elections officials and their staff and the Secretary of State ("SOS") Elections Division and Information Technology ("IT") Division staff.

This Agreement defines the types of County support activities necessary for the implementation of VoteCal and for which HAVA funds will be provided.

The VoteCal project team may establish recommendations or requirements for particular support activity events or sessions, such as: whether County participation is mandatory; the minimum number of staff required to participate; the maximum number of staff eligible to participate; the types of County staff recommended to participate (e.g., elections, IT, etc.); and, in some cases, the specific (individual) County staff to participate. The VoteCal project team will base such recommendations and requirements on factors such as the specific focus of the event, the number of such events planned, County or staff awareness of the project and SOS and county schedule and budget constraints.

County will be reimbursed only for participation in specific SOS-approved support activities.

The VoteCal project team will publish supplemental information prior to a SOS-approved support activity event or session providing additional details about the event to participants. This supplemental information may include, but is not limited to, event-specific information such as: event schedule and agenda (if applicable); type and number of staff requested and/or eligible to participate in the event; participants' responsibilities before, during and after the event; and, the type and extent of expenses that may be reimbursed for participation in the event.

The SOS-approved events will correspond to tasks planned, managed and conducted by members of the integrated VoteCal project team, which is comprised of the following four (4) solution teams: the SOS; the VoteCal system integrator, CGI Technologies and Solutions, Inc. ("CGI"); the DFM Associates ("DFM") EMS Remediation Services contractor; and, the Data Information Management Systems, LLC ("DIMS") EMS Remediation Services contractor. The VoteCal Project Director (or designee) will be the project contact for any questions about the County participation in any of the VoteCal support activities described herein.

EXHIBIT A
SCOPE OF WORK

County support activities may include:

1. VoteCal Advisory Group Activities and Meetings. Attendance and participation in specific activities assigned to members of VoteCal advisory group(s) established to support the project's efforts. Members of such advisory groups will provide county or other stakeholder perspective and feedback on specific VoteCal topics, questions and concerns submitted to the advisory group by the VoteCal project team and, in some cases may forward county concerns to the project team for consideration. One such VoteCal advisory group has been established as of the time of this Agreement, the VoteCal Business Process Committee ("BPC"). The BPC is comprised of staff representing counties initially proposed by the SOS in conjunction with the California Association of Clerks and Elections Officials ("CACEO") in order to create a county advisory body membership representative of the diversity of California's county election officials' offices. The invited counties agreed to participate in the BPC with an understanding that the county representative designated by each member county is expected to represent the interests of California counties similar to their own county, not exclusively the needs of their specific county. The primary purpose of the VoteCal BPC is to evaluate project questions and concerns submitted by the VoteCal project team and to provide feedback and recommendations to the project team.

As a condition of participation in any VoteCal advisory group, County's staff will be expected to comply with all SOS and VoteCal Project policies related to confidentiality, privacy, use of the Internet and e-mail, sexual harassment, and political activities.

2. Requirements, Design and Solution Walk-through Sessions. The total VoteCal solution encompasses the VoteCal system, the remediated EMSs modified to interface with the VoteCal system, and the new and revised voter registration business processes required to support VoteCal and HAVA compliance as part of establishing single, statewide voter registration business process. In order to obtain and effectively manage county stakeholder input concerning the VoteCal solution, the project team will conduct walk-through, review and discussion sessions ("walk-through sessions") with designated county stakeholders at key points during the project. During the Planning and Design phases, these walk-through sessions may include, but not limited to: reviewing the VoteCal system requirements and high-level vision for modifying voter registration-related business processes and counties' EMSs to support those requirements; Fit-Gap analyses to assist in identifying the detailed requirements for revising the Data Information Management System (DIMS) and Election Information Management System (EIMS) EMSs to interface with VoteCal; VoteCal-EMS data standardization requirements and design; and, detailed design for remediating DIMS and DFM EMS respectively. One such Walk-through session was the VoteCal Solution Walk-through held on September 9th – 13th 2013, where selected counties received a multi-day presentation of VoteCal Solution and VoteCal plans. Walk-through sessions with county stakeholders may also extend into the Development and later project phases if needed.

These walk-through sessions may extend through the second quarter of calendar year 2015. To the extent feasible, County participants in such sessions will be expected to represent the interests of California counties similar to their own and not solely the needs of their respective counties.

These sessions will be designed to both provide information to and gather questions and feedback from county elections and IT staff participants. Participants may be asked to review project material in preparation for or as a follow-up to these sessions. The duration of each session will depend upon the information to be covered and will generally range from one (1) to five (5) business days. Most sessions will be conducted at the SOS main office in Sacramento; however, some sessions may be conducted elsewhere in the Sacramento area or in regional locations (e.g., at locations in northern, southern, eastern and western California). For a specific walk-through session, the VoteCal project team: will propose which counties shall be requested to participate; may specify the maximum number of staff from each proposed county to attend; and, in some cases, may propose the specific county staff participants.

EXHIBIT A
SCOPE OF WORK

If the County is selected to participate in a walkthrough sessions, County's employee representatives attending such sessions will be expected to comply with all SOS and VoteCal Project policies related to confidentiality, privacy, use of the Internet and e-mail, sexual harassment, and political activities.

County participants may be required to travel to participate in up to five (5) consecutive business days per session, which may also require overnight stays depending upon the location of the particular walk-through.

3. VoteCal Solution Training. All counties are expected to participate in VoteCal Solution training. The County is expected to assign elections staff as identified by the VoteCal project team to participate in, but is not limited to, regionally based VoteCal training sessions to learn the usage and operation of the remediated EMS and the revised and new voter registration business processes implemented as part of VoteCal. These regional training sessions will be conducted by EMS remediation services contractor staff and possibly other VoteCal project team members.
4. VoteCal Solution Testing Support. The County may be requested to participate in testing the remediated EMS and the interface between the remediated EMS and the VoteCal system in conjunction with VoteCal project team members and other SOS staff. This testing may also include conducting elements of User Acceptance Testing (UAT) of the VoteCal Solution (formal end-to-end testing) in conjunction with SOS Elections Division staff.
5. Data Conversion and Implementation. County will assign their elections staff (and IT staff as needed) to participate in data conversion, format and accuracy verification, and correction activities prior to upload of County data to the centralized statewide database. VoteCal anticipates that the majority of the work performed in support of this type of VoteCal support activity will take place at the County's office and will include, but not be limited to: reviewing data samples for data format, accuracy and other errors that might occur when County data is converted or migrated into the VoteCal-compliant database structure; correcting such errors when detected; revalidating final versions of County data prior to its upload to VoteCal; and, other support required to support the County's deployment to the remediated EMS and VoteCal.

This type of support may also include County staff attendance and participation in brief, informational and information-gathering workshops, presentations and meetings conducted when needed for purposes of educating project stakeholders about implementing VoteCal, facilitating organizational change, transition planning, and assisting the integrated VoteCal project team to gather as well as disseminate information essential to the successful implementation of VoteCal. The method for and location of this type of VoteCal support activity will vary depending upon the intended audience and purpose of the workshop and meeting (e.g., may be conducted in a county or regional location or within the SOS main office in Sacramento) and may be conducted with "in-person" presenters and attendees or electronically (e.g., via Web-Ex session) or utilizing some mixture of the two.

County may need to modify some in-house voter registration-related procedures to accommodate the single statewide voter registration business process required for VoteCal. While VoteCal will not reimburse County for staff time required to modify existing or develop new procedures, the VoteCal project team may provide County with general guidelines for such modification of procedures where appropriate.

EXHIBIT A
SCOPE OF WORK

C. PROJECT CONTACTS

For contract administration purposes, the program representatives during the term of Agreement will be:

For County: Carolyn Crnich 825 Fifth Street, 5th Floor Eureka, CA 95501	For State: Secretary of State Contract Services 1500 11 th Street Room 460 Sacramento, CA 95814
Phone: (707) 445-7593	Phone: (916) 653-5974

For contract management purposes, the program representatives during the term of Agreement will be:

For County: Carolyn Crnich 825 Fifth Street, 5th Floor Eureka, CA 95501	For State: Karey Hart, VoteCal Project Contract Manager California Secretary of State 1500 11 th Street Sacramento, CA 95814
Phone: (707) 445-7593	Phone: (916) 653-4630 Fax: (916) 653-5634

For VoteCal Project management purposes, the program representatives during the term of Agreement will be:

For County: Carolyn Crnich 825 Fifth Street, 5th Floor Eureka, CA 95501	For State: Irene Wei, VoteCal Project Director California Secretary of State 1500 11 th Street Sacramento, CA 95814
Phone: (707) 445-7593	Phone: (916) 651-7288 Fax: (916) 653-5634

D. USE OF FUNDS

Any HAVA funds received pursuant to this program shall be used by County only for County's participation in SOS-approved events associated with the types of support activities described in Exhibit A – Scope of Work. As stated earlier in this Agreement, the VoteCal project will publish supplemental information to participants prior to conducting any SOS-approved event to provide additional event-specific information including information about the type and extent of expenses that may be reimbursed by VoteCal to any county participating in the event. For those expenses that VoteCal designates as reimbursable, the following general guidelines apply:

1. When VoteCal designates that transportation expense is a necessary and appropriate reimbursable expense for transportation to and from an event, rates for transportation expenses may not exceed the rates and conditions established by the California Department of Human Resources ("CalHR") <http://www.calhr.ca.gov/employees/pages/travel-reimbursements.aspx> or the normal county reimbursement rate, whichever is lower. Travel shall be inclusive of lodging if County's representatives must stay overnight to participate in a session and depending upon the location of the County and the support activity event or session. Reimbursement for transportation, travel and meal expenses may not exceed the rates and conditions established by the CalHR or the normal County reimbursement rate, whichever is lower. All travel and meal expenses must be substantiated with receipts.

EXHIBIT A
SCOPE OF WORK

2. When VoteCal designates that County staff time expense is a necessary and appropriate reimbursable expense for participation in an event, County will be reimbursed the reasonable cost of "fully loaded" staff time (inclusive of payroll taxes and benefit expenses) for the County staff participating in the SOS-approved event. Such reimbursement will be at the employee's normal hourly rate or prorated salary, plus benefit expenses and payroll taxes for the actual hours participating in the event.

No reimbursement will be paid to County for indirect or overhead costs distributed to County for administrative support services that may be associated with this Agreement.

EXHIBIT B
BUDGET DETAIL AND PAYMENT PROVISIONS

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 County 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 Act, or a HAVA Spending Plan or Spending Plan amendment, 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 County or to furnish any other considerations under this Agreement and County 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 by a HAVA Spending Plan or Spending Plan amendment, 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 County 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 for the fiscal years 2013/14 through 2016/17 for the purpose of this program 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 Secretary of State 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
BUDGET DETAIL AND PAYMENT PROVISIONS**

4. Failure To Properly Claim Maximum Amount Of HAVA Funds

Notwithstanding any provision of this 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 7, 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 Paragraph D (Use of Funds) of Exhibit A - Scope of Work.

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:

- (1) Contain a face sheet that summarizes each expenditure made as set forth in Exhibit A 'Scope of Work';
- (2) Include the total amount of the claim;
- (3) Include the agreement number on the face sheet;
- (4) Identify whether additional claims are expected to be submitted;
- (5) Include the hourly charge of any county staff for which a claim is made for their time;
- (6) Include the hourly wage or monthly salary of any employee for which a claim is made for their salaries;
- (7) Include signed County staff HAVA Activity Reports, please see sample which is Exhibit G, for each employee and County's employee for whom reimbursement for time is being claimed. (Vendors who receive payment from HAVA funds are required to submit timesheets for any work paid for as time and materials); and
- (8) Include a copy of the contract if the County'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. 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 <http://www.whitehouse.gov/omb/circulars>.

8. Deadline For Processing 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.

**EXHIBIT B
BUDGET DETAIL AND PAYMENT PROVISIONS**

9. Payments Of Claims

Payments made by the State with respect to any claim shall be sent directly by the State Controller's office to the County.

10. Deadline For Submitting Claims

The deadline for submitting any claim under this program is 60 (sixty) days after the expiration date of this agreement.

11. Multiple Claims

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

12. Documentation To Be Submitted

Each claim shall include a cover page that identifies the activity or service in Exhibit A and 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, including all documentation required by OMB Circular A-87. The provisions of OMB Circular A-87 may be found at <http://www.whitehouse.gov/omb/circulars>.

13. Order Of Processing

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

14. Work Outside Of The Scope Of Work

County staff 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
GENERAL TERMS AND CONDITIONS**

GENERAL TERMS AND CONDITIONS

PLEASE NOTE: This page will not be included with the final Agreement. The General Provisions - Information Technology will be included in the Agreement by reference to Internet site:
<http://www.pd.dgs.ca.gov/modellang/GeneralProvisions.htm>.

EXHIBIT D
SPECIAL TERMS AND CONDITIONS

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 90.401. 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 <http://www.whitehouse.gov/omb/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 303(a).
2. HAVA funds can only be used for the purposes for which the HAVA funds are made;

EXHIBIT D
SPECIAL TERMS AND CONDITIONS

3. No portion of any HAVA funds shall be used for partisan political purposes. All County staff providing services are required to sign an agreement, please see Exhibit E Item 2, 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 http://www.osc.gov/documents/hatchact/ha_sta.pdf;
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 303(a) 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;
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

**EXHIBIT D
SPECIAL TERMS AND CONDITIONS**

ineligible from federal assistance programs and thereby is not on the federal government's list of suspended or debarred entities.

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.

14. 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
ADDITIONAL PROVISIONS**

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
ADDITIONAL PROVISIONS**

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 on the contract in Exhibit A.

Amended Agreement 13G30303



CHECK HERE IF ADDITIONAL PAGES ARE ATTACHED _____ Pages

AGREEMENT NUMBER 13G30303	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
Humboldt County
2. The term of this Agreement is **January 21, 2014 or upon approval by Dept. of General Services, if required whichever is later through June 30, 2016**
3. The maximum amount of this Agreement after this amendment is **\$41,890.44**
Forty-one thousand, eight hundred ninety dollars and forty-four 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 reduced by \$10,874.17 and shall not exceed \$41,890.44.

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
CONTRACTOR'S NAME (If other than an individual, state whether a corporation, partnership, etc.) Humboldt County		
BY (Authorized Signature) 	DATE SIGNED (Do not type)	
PRINTED NAME AND TITLE OF PERSON SIGNING		
ADDRESS 825 5th Street, 5th Floor Eureka, CA 95501		
STATE OF CALIFORNIA		
AGENCY NAME Secretary of State		
BY (Authorized Signature) 	DATE SIGNED (Do not type)	
PRINTED NAME AND TITLE OF PERSON SIGNING Cindy Hanneman, Chief, Management Services		
ADDRESS 1500 11th Street, Sacramento, CA 95814		
		<input checked="" type="checkbox"/> Exempt per: SOS-0880

Agreement 15G30302

STATE OF CALIFORNIA
STANDARD AGREEMENT

STD 213 (Rev 06/03)

AGREEMENT NUMBER

15G30302

REGISTRATION NUMBER

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

STATE AGENCY'S NAME

Secretary of State

CONTRACTOR'S NAME

Humboldt County

2. The term of this Agreement is: **May 15, 2016** or upon approval by Dept. of General Services, if required, whichever is later **through June 30, 2016**

3. The maximum amount of this Agreement is: **\$10,874.17**
 Ten thousand, eight hundred seventy-four dollars and seventeen 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.

Exhibit A – Scope of Work	1 page(s)
Exhibit B – Budget Detail and Payment Provisions	3 page(s)
Exhibit C* – General Terms and Conditions	GTC-610
Check mark one item below as Exhibit D:	
<input checked="" type="checkbox"/> Exhibit - D Special Terms and Conditions (Attached hereto as part of this agreement)	3 page(s)
<input type="checkbox"/> Exhibit - D* Special Terms and Conditions	
Exhibit E – Additional Provisions	2 page(s)
Exhibit F – County Resolution	page(s)
Exhibit G – Contractor HAVA Activity Report	1 page(s)

Items shown with an Asterisk (), are hereby incorporated by reference and made part of this agreement as if attached hereto.*

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

CONTRACTOR

CONTRACTOR'S NAME (if other than an individual, state whether a corporation.
 Humboldt County

BY (Authorized Signature)

DATE SIGNED (Do not type)

PRINTED NAME AND TITLE OF PERSON SIGNING

ADDRESS

825 5th Street, 5th Floor
 Eureka, CA 95501

STATE OF CALIFORNIA

AGENCY NAME

Secretary of State

BY (Authorized Signature)

DATE SIGNED (Do not type)

PRINTED NAME AND TITLE OF PERSON SIGNING

Cindy Hanneman, Chief, Management Services

ADDRESS

1500 11th Street, Sacramento, CA 95814

**California Department of
 General Services Use Only**

Exempt per: SOS-0880

**EXHIBIT A
(Standard Agreement)**

SCOPE OF WORK

A. NAME OF PROGRAM

This project shall be known as VoteCal Statewide Voter Registration System Project ("VoteCal").

B. PURPOSE OF AGREEMENT

The purpose of this Agreement is to provide the County of Humboldt ("County") with federal funds ("HAVA funds"), CFDA Number 90.401, administered by the U.S. Election Assistance Commission ("EAC"), to assist the County in, or reimburse the County for, complying with the requirements of Section 303 (a) of the Help America Vote Act of 2002 (P.L. 107-252) ("HAVA"), subject to the provisions of this Agreement and all requirements of state and federal law, regulations and procedures. Section 303(a) of HAVA requires that each state election official implement a single, uniform, official, centralized, interactive computerized statewide voter registration list, defined, maintained, and administered at the state level that contains the name and registration information of every legally registered voter in the state.

The provisions of this Agreement are to be interpreted to further this purpose and County compliance with the mandates of HAVA Section 303(a).

VoteCal will reimburse County as specified in Section C, below.

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

For County: Kelly Sanders (707) 445-7481

For State: Karey Hart (916) 695-1637

C. USES OF FUNDS

1. Any HAVA funds received pursuant to this specific contract shall be used by County only for purposes of supporting VoteCal. County will also be reimbursed for the one-time costs associated with hardware, third-party software and/or any associated IT installation. All hardware and/or third-party software must be directly in support of VoteCal. Per the estimate below, funds allocated for County VoteCal hardware, third-party software and/or the third party installation cost may not exceed \$10,874.17 cumulatively for contract duration. Quotes for the one-time expense are shown below.

One-time Expense	Cost	Note
Power Edge R730 Server	\$10,874.17	Server and related HW/SW required to support VoteCal
Total estimated costs	\$10,874.17	

**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 County 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 Act, or a HAVA Spending Plan or Spending Plan amendment, 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 County or to furnish any other considerations under this Agreement and County 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 by a HAVA Spending Plan or Spending Plan amendment, 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 County 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 for the fiscal years 2013/14 through 2016/17 for the purpose of this program 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 department 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. 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.

5. 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 Paragraph C ('Use of Funds') of Exhibit A 'Scope of Work'.

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:

- (1) Contain a face sheet that summarizes each expenditure made as set forth in Exhibit A 'Scope of Work';
- (2) Include the total amount of the claim;
- (3) Include the agreement number on the face sheet;
- (4) Identify whether additional claims are expected to be submitted;
- (5) Include the hourly charge of any county staff for which a claim is made for their time;
- (6) Include the hourly wage or monthly salary of any employee for which a claim is made for their salaries;
- (7) Include signed County staff HAVA Activity Reports, please see sample which is Exhibit G, for each employee and County's employee for whom reimbursement for time is being claimed. (Vendors who receive payment from HAVA funds are required to submit timesheets for any work paid for as time and materials); and
- (8) Include a copy of the contract if the County'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. 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 <http://www.whitehouse.gov/omb/circulars>.

8. Deadline For Processing 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.

**EXHIBIT B
(Standard Agreement)**

9. Payments Of Claims

Payments made by the State with respect to any claim shall be sent directly by the State Controller's office to the County.

10. Deadline For Submitting Claims

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

11. Multiple Claims

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

12. Documentation To Be Submitted

Each claim shall include a cover page that identifies the activity or service in Exhibit A and 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, including all documentation required by OMB Circular A-87. The provisions of OMB Circular A-87 may be found at <http://www.whitehouse.gov/omb/circulars>.

13. Order Of Processing

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

14. Work Outside Of The Scope Of Work

County staff 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:
<http://www.ols.dgs.ca.gov/Standard%20Language/default.htm>

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 90.401. 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 <http://www.whitehouse.gov/omb/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.

EXHIBIT D
(Standard Agreement)

B. GENERAL PROVISIONS

1. The program is conditioned on State receiving reimbursement from the federal government pursuant to HAVA Section 303(a).
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 County staff providing services are required to sign an agreement, please see Exhibit E Item 2, 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/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 303(a) 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.

EXHIBIT D
(Standard Agreement)

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.
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.

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.

14. 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.

EXHIBIT E
(Standard Agreement)

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.
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 on the contract in Exhibit A.

CCC-307

CERTIFICATION

I, the official named below, CERTIFY UNDER PENALTY OF PERJURY that I am duly authorized to legally bind the prospective Contractor to the clause(s) listed below. This certification is made under the laws of the State of California.

<i>Contractor/Bidder Firm Name (Printed)</i>		<i>Federal ID Number</i>
<i>By (Authorized Signature)</i>		
<i>Printed Name and Title of Person Signing</i>		
<i>Date Executed</i>	<i>Executed in the County of</i>	

CONTRACTOR CERTIFICATION CLAUSES

1. STATEMENT OF COMPLIANCE: Contractor has, unless exempted, complied with the nondiscrimination program requirements. (Gov. Code §12990 (a-f) and CCR, Title 2, Section 8103) (Not applicable to public entities.)

2. DRUG-FREE WORKPLACE REQUIREMENTS: Contractor will comply with the requirements of the Drug-Free Workplace Act of 1990 and will provide a drug-free workplace by taking the following actions:

a. Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations.

b. Establish a Drug-Free Awareness Program to inform employees about:

- 1) the dangers of drug abuse in the workplace;
- 2) the person's or organization's policy of maintaining a drug-free workplace;
- 3) any available counseling, rehabilitation and employee assistance programs; and,
- 4) penalties that may be imposed upon employees for drug abuse violations.

c. Every employee who works on the proposed Agreement will:

- 1) receive a copy of the company's drug-free workplace policy statement; and,
- 2) agree to abide by the terms of the company's statement as a condition of employment on the Agreement.

Failure to comply with these requirements may result in suspension of payments under the Agreement or termination of the Agreement or both and Contractor may be ineligible for award of any future State agreements if the department determines that any of the following has occurred: the Contractor has made false certification, or violated the

certification by failing to carry out the requirements as noted above. (Gov. Code §8350 et seq.)

3. NATIONAL LABOR RELATIONS BOARD CERTIFICATION: Contractor certifies that no more than one (1) final unappealable finding of contempt of court by a Federal court has been issued against Contractor within the immediately preceding two-year period because of Contractor's failure to comply with an order of a Federal court, which orders Contractor to comply with an order of the National Labor Relations Board. (Pub. Contract Code §10296) (Not applicable to public entities.)

4. CONTRACTS FOR LEGAL SERVICES \$50,000 OR MORE- PRO BONO REQUIREMENT: Contractor hereby certifies that contractor will comply with the requirements of Section 6072 of the Business and Professions Code, effective January 1, 2003.

Contractor agrees to make a good faith effort to provide a minimum number of hours of pro bono legal services during each year of the contract equal to the lessor of 30 multiplied by the number of full time attorneys in the firm's offices in the State, with the number of hours prorated on an actual day basis for any contract period of less than a full year or 10% of its contract with the State.

Failure to make a good faith effort may be cause for non-renewal of a state contract for legal services, and may be taken into account when determining the award of future contracts with the State for legal services.

5. EXPATRIATE CORPORATIONS: Contractor hereby declares that it is not an expatriate corporation or subsidiary of an expatriate corporation within the meaning of Public Contract Code Section 10286 and 10286.1, and is eligible to contract with the State of California.

6. SWEATFREE CODE OF CONDUCT:

a. All Contractors contracting for the procurement or laundering of apparel, garments or corresponding accessories, or the procurement of equipment, materials, or supplies, other than procurement related to a public works contract, declare under penalty of perjury that no apparel, garments or corresponding accessories, equipment, materials, or supplies furnished to the state pursuant to the contract have been laundered or produced in whole or in part by sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor, or with the benefit of sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor. The contractor further declares under penalty of perjury that they adhere to the Sweatfree Code of Conduct as set forth on the California Department of Industrial Relations website located at www.dir.ca.gov, and Public Contract Code Section 6108.

b. The contractor agrees to cooperate fully in providing reasonable access to the contractor's records, documents, agents or employees, or premises if reasonably required by authorized officials of the contracting agency, the Department of Industrial Relations,

or the Department of Justice to determine the contractor's compliance with the requirements under paragraph (a).

7. DOMESTIC PARTNERS: For contracts over \$100,000 executed or amended after January 1, 2007, the contractor certifies that contractor is in compliance with Public Contract Code section 10295.3.

DOING BUSINESS WITH THE STATE OF CALIFORNIA

The following laws apply to persons or entities doing business with the State of California.

1. CONFLICT OF INTEREST: Contractor needs to be aware of the following provisions regarding current or former state employees. If Contractor has any questions on the status of any person rendering services or involved with the Agreement, the awarding agency must be contacted immediately for clarification.

Current State Employees (Pub. Contract Code §10410):

- 1). No officer or employee shall engage in any employment, activity or enterprise from which the officer or employee receives compensation or has a financial interest and which is sponsored or funded by any state agency, unless the employment, activity or enterprise is required as a condition of regular state employment.
- 2). No officer or employee shall contract on his or her own behalf as an independent contractor with any state agency to provide goods or services.

Former State Employees (Pub. Contract Code §10411):

- 1). For the two-year period from the date he or she left state employment, no former state officer or employee may enter into a contract in which he or she engaged in any of the negotiations, transactions, planning, arrangements or any part of the decision-making process relevant to the contract while employed in any capacity by any state agency.
- 2). For the twelve-month period from the date he or she left state employment, no former state officer or employee may enter into a contract with any state agency if he or she was employed by that state agency in a policy-making position in the same general subject area as the proposed contract within the 12-month period prior to his or her leaving state service.

If Contractor violates any provisions of above paragraphs, such action by Contractor shall render this Agreement void. (Pub. Contract Code §10420)

Members of boards and commissions are exempt from this section if they do not receive payment other than payment of each meeting of the board or commission, payment for preparatory time and payment for per diem. (Pub. Contract Code §10430 (e))

2. LABOR CODE/WORKERS' COMPENSATION: Contractor needs to be aware of the provisions which require every employer to be insured against liability for Worker's Compensation or to undertake self-insurance in accordance with the provisions, and Contractor affirms to comply with such provisions before commencing the performance of the work of this Agreement. (Labor Code Section 3700)

3. AMERICANS WITH DISABILITIES ACT: Contractor assures the State that it complies with the Americans with Disabilities Act (ADA) of 1990, which prohibits discrimination on the basis of disability, as well as all applicable regulations and guidelines issued pursuant to the ADA. (42 U.S.C. 12101 et seq.)

4. CONTRACTOR NAME CHANGE: An amendment is required to change the Contractor's name as listed on this Agreement. Upon receipt of legal documentation of the name change the State will process the amendment. Payment of invoices presented with a new name cannot be paid prior to approval of said amendment.

5. CORPORATE QUALIFICATIONS TO DO BUSINESS IN CALIFORNIA:

a. When agreements are to be performed in the state by corporations, the contracting agencies will be verifying that the contractor is currently qualified to do business in California in order to ensure that all obligations due to the state are fulfilled.

b. "Doing business" is defined in R&TC Section 23101 as actively engaging in any transaction for the purpose of financial or pecuniary gain or profit. Although there are some statutory exceptions to taxation, rarely will a corporate contractor performing within the state not be subject to the franchise tax.

c. Both domestic and foreign corporations (those incorporated outside of California) must be in good standing in order to be qualified to do business in California. Agencies will determine whether a corporation is in good standing by calling the Office of the Secretary of State.

6. RESOLUTION: A county, city, district, or other local public body must provide the State with a copy of a resolution, order, motion, or ordinance of the local governing body which by law has authority to enter into an agreement, authorizing execution of the agreement.

7. AIR OR WATER POLLUTION VIOLATION: Under the State laws, the Contractor shall not be: (1) in violation of any order or resolution not subject to review promulgated by the State Air Resources Board or an air pollution control district; (2) subject to cease and desist order not subject to review issued pursuant to Section 13301 of the Water Code for violation of waste discharge requirements or discharge prohibitions; or (3) finally determined to be in violation of provisions of federal law relating to air or water pollution.

8. PAYEE DATA RECORD FORM STD. 204: This form must be completed by all contractors that are not another state agency or other governmental entity.