

THE BOARD OF SUPERVISORS OF THE COUNTY OF STANISLAUS
ACTION AGENDA SUMMARY

DEPT: Clerk Recorder Registrar of Voters

BOARD AGENDA # *B-6

Urgent

Routine

AGENDA DATE April 29, 2014

CEO Concurs with Recommendation YES NO

4/5 Vote Required YES NO

(Information Attached)

SUBJECT:

Approval of Revenue Agreement with the State of California for Statewide Voter Registration Database Project Section 303(a) of the Help America Vote Act of 2002 - Clerk Recorder - Registrar of Voters

STAFF RECOMMENDATIONS:

1. Approve and authorize the Clerk Recorder - Registrar of Voters to execute a three year revenue agreement with the State of California, Secretary of State, in the amount of \$52,764.61.
2. Approve the Clerk Recorder - Registrar of Voter to expend funds and seek reimbursement from the State of California, Secretary of State.

Continued on page 2

FISCAL IMPACT:

This agreement provides the use of \$52,764.61 in Federal funds available and set aside specifically for the project on a cost reimbursement basis. The Department will be reimbursed for all services provided under this agreement. The Clerk Recorder Registrar of Voters is requesting to increase appropriations and estimated revenue in the amount of \$52,764.61 in Fiscal Year 2013-2014. There is no County Match required to receive this funding.

BOARD ACTION AS FOLLOWS:

No. 2014-181

On motion of Supervisor Chiesa, Seconded by Supervisor Monteith
and approved by the following vote,

Ayes: Supervisors: O'Brien, Chiesa, Withrow, Monteith, and Chairman De Martini

Noes: Supervisors: None

Excused or Absent: Supervisors: None

Abstaining: Supervisor: None

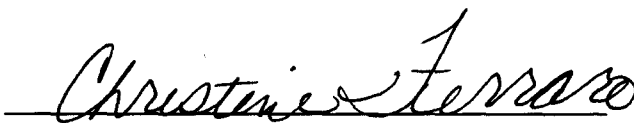
1) X Approved as recommended

2) _____ Denied

3) _____ Approved as amended

4) _____ Other:

MOTION:



ATTEST: CHRISTINE FERRARO TALLMAN, Clerk

File No.

Approval of Revenue Agreement with the State of California for Statewide Voter Registration Database Project Section 303(a) of the Help America Vote Act of 2002 - Clerk Recorder - Registrar of Voters

STAFF RECOMMENDATIONS: (continued)

3. Direct the Auditor-Controller to increase appropriations and estimated revenue in the amount of \$52,764.61 as detailed in the Budget Journal Form.
4. Approve the Clerk Recorder - Registrar of Voter to negotiate, sign the grant award agreement, including any extensions, or amendments, not to exceed \$150,000.

DISCUSSION:

The County of Stanislaus Clerk Recorder - Registrar of Voters (ROV) was selected to participate in "discovery" pre-implementation sessions for the VoteCal Statewide Voter Registration Database Project. This is a request to approve and authorize the ROV to enter into a three-year revenue agreement with the State of California, Secretary of State upon invoice by the County of Stanislaus, in an amount not to exceed \$52,764.61. These funds will be used for the Registrar of Voters to participate in activities related to the VoteCal Statewide Voter Registration Database Project.

In 2002, the United States Congress established the Help America Vote Act (HAVA) to improve election administration. The federal Elections Assistance Commission provides HAVA funding from time to time to California's Secretary of State as such funding becomes available. The Secretary of State distributes HAVA funds to counties for specific election modernization projects.

Section 303(a) of HAVA requires that each state election official implement a single, uniform, official, centralized, interactive, computerized, statewide voter registration database. This database shall contain the name and registration information of every legally registered voter in the state. The State of California, through its competitive procurement process, has contracted with a vendor to design and implement a statewide voter registration database, VoteCal.

The ROV was selected as one of the counties to participate in the discovery sessions. These sessions, designed to provide a more in-depth walkthrough of the planned system design, will allow participants to provide comments and input in advance of the final VoteCal system design. Clerk Recorder Information Technology (IT) staff will participate in discovery sessions. The ROV will receive reimbursement for the salary and benefit costs for the Clerk Recorder IT staff to attend these sessions, as well as reimbursement for the cost of travel and meal expenses for participating in these sessions.

The ROV will also participate in other activities related to the VoteCal Statewide Voter Registration System Project. The Clerk Recorder IT staff will attend regional workshops and meetings, VoteCal System training, and election management system training. The Clerk Recorder IT staff will also participate in data format and accuracy validation activities, testing

Approval of Revenue Agreement with the State of California for Statewide Voter Registration Database Project Section 303(a) of the Help America Vote Act of 2002 - Clerk Recorder - Registrar of Voters

DISCUSSION: (continued)

and meetings, VoteCal System training, election management system training, testing the remediated County Election Management System (EMS) and the interface between remediated County EMS and the VoteCal system and data conversion and implementation. The State may issue amendments to the agreement to provide additional funding for these activities.

POLICY ISSUE:

It is recommended that the ROV be given the approval to negotiate, sign the grant award and execute a revenue agreement with the State of California, Secretary of State to enter into the contractual relationships necessary to participate in the Statewide Voter Registration Database Project Section 303(a) of the Help America Vote Act of 2002 and accept the grant funding.

Approval of the recommendations is intended to meet the Board's priority of the Efficient Delivery of Public Services.

STAFFING IMPACT:

Existing staff will be assigned to the project.

CONTACT INFORMATION:

Lee Lundrigan, Clerk - Recorder - Registrar of Voters 209-525-5211

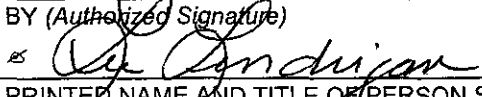
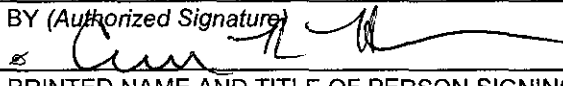
AGREEMENT NUMBER 13G30352
REGISTRATION NUMBER 1347311

- This Agreement is entered into between the State Agency and the Contractor named below:
 STATE AGENCY'S NAME
Secretary of State
 CONTRACTOR'S NAME
Stanislaus 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-401IT
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	0 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, Stanislaus County)		
BY (Authorized Signature) 	DATE SIGNED (Do not type) May 1-2014	
PRINTED NAME AND TITLE OF PERSON SIGNING LEE Lundtigan, Stanislaus Co. Clerk Recorder ROV		
ADDRESS 1021 I Street, Suite 301 Modesto, CA 95354		
STATE OF CALIFORNIA		
AGENCY NAME Secretary of State		
BY (Authorized Signature) 	DATE SIGNED (Do not type) 5/2/2014	
PRINTED NAME AND TITLE OF PERSON SIGNING Cindy Hanneman, Chief, Management Services		
ADDRESS 1500 11 th Street, Sacramento, CA 95814		
		<input checked="" type="checkbox"/> Exempt per 9I-1214-SOS-HQ1

**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 Stanislaus ("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: Lee Lundrigan 1021 I Street, Suite 301 Modesto, CA 95354 Phone: (209) 525-5200	For State: Secretary of State Contract Services 1500 11 th Street Room 460 Sacramento, CA 95814 Phone: (916) 653-5974
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For contract management purposes, the program representatives during the term of Agreement will be:

For County: Lee Lundrigan 1021 I Street, Suite 301 Modesto, CA 95354 Phone: (209) 525-5200	For State: Karey Hart, VoteCal Project Contract Manager California Secretary of State 1500 11 th Street Sacramento, CA 95814 Phone: (916) 653-4630 Fax: (916) 653-5634
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For VoteCal Project management purposes, the program representatives during the term of Agreement will be:

For County: Lee Lundrigan 1021 I Street, Suite 301 Modesto, CA 95354 Phone: (209) 525-5200	For State: Irene Wei, VoteCal Project Director California Secretary of State 1500 11 th Street Sacramento, CA 95814 Phone: (916) 651-7288 Fax: (916) 653-5634
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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.

EXHIBIT G
 SAMPLE HAVA TIMESHEET

STATE OF CALIFORNIA - SECRETARY OF STATE

SECRETARY OF STATE

CONTRACTOR HAVA ACTIVITY REPORT

NAME of CONTRACTOR STATE		COMPANY NAME	Month/Year	HAVA Coordinator's Approval
Contract Number:		Location (Sacramento/SF/SLA/SO/FR)		
		Sacramento		
		PROGRAM TIME REPORTING		
HAVA ACTIVITY HOURS		DELIVERABLE NAME		Amount in Dollars
	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				
2				
3				
4				
5				
6				
7				
8				
9				
10				
11				
12				
13				
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16				
17				
18				
19				
20				
21				
22				
23				
24				
25				
26				
27				
28				
29				
30				
31				
MONTHLY TOTAL		0.00		MONTHLY TOTAL
SIGNATURE OF CONTRACTOR		DATE	SIGNATURE OF PROJECT DIRECTOR	DATE