

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

DEPT: Clerk Recorder - Elections

BOARD AGENDA #: *B-3

AGENDA DATE: July 19, 2016

SUBJECT:

Approval to Enter Into an Agreement with the California Secretary of State for Help America Vote Act of 2002 Federal Grant Funding Through June 2021

BOARD ACTION AS FOLLOWS:

No. 2016-370

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

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

Noes: Supervisors: None

Excused or Absent: Supervisors: DeMartini

Abstaining: Supervisor: None

1) Approved as recommended

2) Denied

3) Approved as amended

4) Other:

MOTION:

ATTEST: Elizabeth A. King
ELIZABETH A. KING, Clerk of the Board of Supervisors

File No.

**THE BOARD OF SUPERVISORS OF THE COUNTY OF STANISLAUS
AGENDA ITEM**

DEPT: Clerk Recorder - Elections
Urgent Routine

BOARD AGENDA #: *B-3

AGENDA DATE: July 19, 2016

CEO CONCURRENCE: 

4/5 Vote Required: Yes No

SUBJECT:

Approval to Enter Into an Agreement with the California Secretary of State for Help America Vote Act of 2002 Federal Grant Funding Through June 2021

STAFF RECOMMENDATIONS:

1. Approve the Registrar of Voters to enter into an agreement with the California Secretary of State for reimbursement Federal grant funding for expenses associated with compliance with the requirements of Section 301 of the Help America Vote Act (HAVA) of 2002, up to a maximum amount of \$1,076,225.64 for an extended term through June 30, 2021.
2. Approve an increase in appropriations and revenue of \$1,076,225.64 in the 2016-2017 Adopted Proposed Budget.
3. Approve the Registrar of Voters to negotiate, award, and execute all corresponding contracts with vendors in connection with HAVA related activity.

DISCUSSION:

On October 29, 2002, then President Bush signed the Help America Vote Act of 2002 into law. The legislation is designed to improve the administration of elections in the United States.

On January 10, 2006, the Board of Supervisors authorized the Registrar of Voters to utilize resources received from a Help America Vote Act (HAVA) grant in the amount of \$2,438,813. This grant provided Federal funding to help counties maintain compliance with the requirements of Section 301 of the Help America Vote Act of 2002. The term of the contract was December 19, 2005 through June 30, 2007. Subsequently, multiple contract extensions were issued by the State and approved by the Board of Supervisors, with the contract finally terminating on March 31, 2016.

When the grant terminated, Stanislaus County's remaining balance totaled \$1,076,225.64. Grant funds were underutilized due to limited purchase options authorized by the State. In recognition of the lack of new product choices available from authorized vendors, the Office of the Secretary of State announced it would enter into new contracts with counties, extending the usage deadline to June 30, 2021. This would allow counties the opportunity to fully utilize remaining grant funding over the course of the next five years.

On July 5, 2016, the Stanislaus County Registrar of Voters received a new agreement from the Secretary of State. This contract will allow the County to utilize the unused funds that stem from the original HAVA grant authorized by the Board of Supervisors on January 10, 2006. These funds will

Approval to Enter Into an Agreement with the California Secretary of State for Help America Vote Act of 2002 Federal Grant Funding Through June 2021

enable the County to further purchase, lease, or rent additional certified voting systems or components of voting systems and maintain compliance with the requirements of Section 301 of the Help America Vote Act of 2002.

POLICY ISSUE:

Section 301 of the Help America Vote Act of 2002 identifies voting systems standards mandated by law and intended to improve elections administration. Counties are required to comply with these standards. The intent of HAVA Federal grant funding is to provide counties assistance in this process.

Approval from the Board of Supervisors is required to enter into an agreement over \$100,000 and to increase the County Clerk / Recorder – Elections Division budget for the additional funding that has been awarded by the grant.

FISCAL IMPACT:

The HAVA grant will provide \$1,076,225.64 in Federal funds to be expended over a five-year period. Payments for purchases under this grant will be received on a cost reimbursement basis. Unexpended funds at the end of each fiscal year within the term of the agreement may be forwarded to the subsequent budget year through the funds available rollover process until the end of the agreement or the funds are fully utilized.

There is no additional contribution required from the General Fund as a condition of approving the use of this grant funding.

| | | |
|--|-----------|--------------|
| Cost of recommended action: | | \$ 1,076,226 |
| Source(s) of Funding: | | |
| HAVA Federal Grant Funding | 1,076,226 | |
| Funding Total: | | \$ 1,076,226 |
| Net Cost to County General Fund | | \$ - |

| | |
|---|-----------|
| Fiscal Year: | 2016-2017 |
| Budget Adjustment/Appropriations needed: | Yes |

Fund Balance as of N/A

BOARD OF SUPERVISORS' PRIORITY:

Approval of the recommended actions will provide Federal funding to enable the Clerk-Recorder – Elections division to remain in compliance with Section 301 of the Help America Vote Act of 2002. Additionally, these actions support the Board's priority of Efficient Delivery of Public Services.

STAFFING IMPACT:

Existing staff within the County Clerk / Recorder – Elections Division will carry out the necessary administrative responsibilities associated with usage of HAVA Federal grant funds.

Approval to Enter Into an Agreement with the California Secretary of State for Help America Vote Act of 2002 Federal Grant Funding Through June 2021

CONTACT PERSON:

Lee Lundrigan, County Clerk and Recorder, 209-525-5211

ATTACHMENT(S):

1. Agreement with Secretary of State
2. Budget Journal

Attachment 1

Agreement with Secretary of State



ALEX PADILLA | SECRETARY OF STATE | STATE OF CALIFORNIA
MANAGEMENT SERVICES | CONTRACT SERVICES

1500 11th Street, Room 460 | Sacramento, CA 95814 | **Tel** 916.653.5974 | **Fax** 916.653.8324 | www.sos.ca.gov

June 30, 2016

Stanislaus County
Attn: Lee Lundrigan
1021 I Street Suite 301
Modesto, CA 95354

RECEIVED

JUL 05 2016
COUNTY CLERK
STANISLAUS COUNTY

Subject: Agreement Number 16G30126

Complete the following item(s) and return to the address stated above within ten (10) business days, if necessary:

- STD. 213, Standard Agreement with attached exhibits. Please acquire the appropriate signature on the first page of the STD. 213, and the additional three single STD 213's and return to the address above. Fax and photocopies are not acceptable. A fully executed copy will be returned to you.
- STD. 213A, Standard Agreement Amendment. Please acquire the appropriate signature for the first page of the STD. 213A and the additional three single STD. 213A's and return. Fax and Photocopies are not acceptable. A fully executed copy will be returned to you.
- STD. 210, Short Form Contract. Please acquire the appropriate signature for the four single STD. 210's and return. Fax and Photocopies are not acceptable. A fully executed copy will be returned to you.
- STD. 65, Contract / Delegation Purchase Order. Enclosed is an executed copy for your records. You are now authorized to provide services.
- The enclosed agreement is signed on behalf of the Secretary of State. Please process and mail an executed copy of the agreement to the address above.
- Executed copy for your records.
- STD. 204 Payee Data Record (STD. 204) - Complete and return.
- CCC 307 Contractor Certification Clause - Complete and return.
- Please submit a copy of your Seller's Permit.
- Please submit a copy of the resolution, order, motion, or ordinance of your local governing body, which by law has granted the authority to enter into the proposed contract, authorizing execution of the agreement.

| |
|-------------------------------------|
| AGREEMENT NUMBER 16G30126 |
| 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 Stanislaus County |

2. The term of this Agreement is: July 1, 2016, or upon approval by Dept. of General Service, if required, whichever is later **through** June 30, 2021

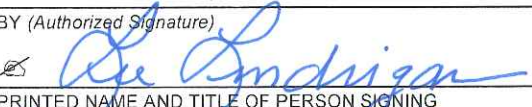
3. The maximum amount of this Agreement is: \$1,076,225.64
 One million seventy six thousand, two hundred twenty-five dollars and sixty-four cents

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 | 4 pages |
| Exhibit B – Budget Detail and Payment Provisions | 3 pages |
| 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 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 pages |

Items shown with an Asterisk (*), are hereby incorporated by reference and made part of this agreement as if attached hereto.
 These documents can be viewed at www.ols.dgs.ca.gov/Standard+Language

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, partnership, etc.) Stanislaus County | |
| BY (Authorized Signature)  | DATE SIGNED (Do not type) July 20, 2016 |
| PRINTED NAME AND TITLE OF PERSON SIGNING Lee Lundrigan - County 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) 7/20/2016 |
| PRINTED NAME AND TITLE OF PERSON SIGNING Cindy Hanneman, Chief, Management Services | |
| ADDRESS 1500 11 th Street, Sacramento, CA 95814 | |

California Department of General Services Use Only

APPROVED

AUG - 5 2016

OFFICE OF LEGAL SERVICES
DEPT. OF GENERAL SERVICES



**EXHIBIT A
(Standard Agreement)**

SCOPE OF WORK

A. NAME OF PROGRAM

This program shall be known as "HAVA Section 301 Voting Systems Program and Certification of HAVA Title III Compliance."

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. Elections Administration Commission (EAC) to assist the County in, or reimburse the County for, complying with the requirements of Section 301 of the Help America Vote Act of 2002 (P.L. 107-252) (HAVA), subject to the provisions of Agreement and all requirements of state and federal law, regulations and procedures. Section 301(a) of HAVA requires that each voting system used in a federal election on or after January 1, 2006 must:

1. Permit the voter to verify privately and independently the votes selected before casting a ballot and must permit the voter privately and independently to change or correct a ballot before it is cast (known as 'second chance' voting), including receiving a replacement ballot;
2. Notify the voter of "overvotes," i.e., if the voter has selected more candidates than permitted, before the ballot is cast, and the consequences of "overvoting." Paper ballot voting systems, such as central-count, optical scan and vote-by-mail systems, may comply by means of a voter education program;
3. Produce a permanent paper record with a manual audit capacity for such system;
4. Be accessible to voters with disabilities, including voters with visual impairment, in a manner that provides the same opportunity for access and participation, including privacy and independence, as for other voters. This requirement can be met by providing at least one direct recording electronic (DRE) voting unit, or other voting device equipped for individuals with disabilities, at each polling place. In addition to HAVA, pursuant to *California Elections Code* section 19250, (Statutes of 2004, Chapter 814 [SB 1438]), all DREs must, beginning January 1, 2006, include an accessible, voter-verifiable paper audit trail (AVVPAT). If the DRE does not already include an AVVPAT, the voting system must be replaced or modified to include an AVVPAT; and
5. Meet all of the requirements of alternative language access pursuant to the Voting Rights Act of 1965, as amended.

The provisions of this Agreement are to be interpreted to further this purpose and County compliance with the mandates of HAVA Section 301.

C. PROJECT CONTACTS

The program representatives during the term of Agreement will be:

- a. For County: Lee Lundrigan (209) 525-5200
- b. For State: Kathryn Chaney (916) 695-1657

EXHIBIT A
(Standard Agreement)

D. USE OF FUNDS

Any HAVA funds received pursuant to this program shall be used by County only for one or more of the following purposes:

1. For the lease or purchase of California state approved voting systems, or components of voting systems, that are accessible for individuals with disabilities (DREs or other accessible units), including vendor delivery, installation and related training costs. For purposes of this subparagraph, "voting systems, or components of voting systems, that are accessible for individuals with disabilities," means systems that comply with HAVA, subsections 301(a)(1)(A)(i) and (ii) and 301(a)(3)(A);
2. For the lease or purchase of California state approved voting systems or voting system components, including DRE voting systems or DRE voting system components that provide for the presentation of ballots in languages other than English. This item shall include voting systems or voting system components provided that: 1) the voting systems or voting system components were approved for use in California at the time they were leased or purchased; and 2) they include an accessible, voter-verifiable paper audit trail (AVVPAT), as required by *California Elections Code* Section 19250, (Statutes of 2004, Chapter 814 [SB 1438]);
3. For the lease or purchase of California state approved voting systems or voting system components that provide for "second chance" voting by notifying voters of overvotes, undervotes, or other potential errors prior to the voters casting ballots and giving the voters the opportunity to correct the potential errors before the ballots are cast and counted;
4. The lease or purchase of voting system components and/or the cost of voting system modifications necessary to allow a voting system with a voter-verified paper audit trail (VVPAT) to be accessible to individuals with disabilities or for the presentation of VVPAT in languages other than English.
5. Pursuant to Section 251(c)(1) of HAVA, for reimbursement of costs incurred by the County, and not otherwise reimbursed pursuant to Proposition 41 or any other state or federal program, in obtaining voting equipment which meets the requirements of Section 301 of HAVA.
6. The reasonable cost of transportation for delivery to the county of any of the voting systems or voting system components described above, provided that the voting systems or voting system components are leased, purchased or acquired during the period of Agreement;
7. The reasonable cost of voter education with respect to use of the voting systems or voting system components described above and other HAVA requirements directly related to the process of voter registration and casting or counting votes, including provisional voting rights and information to voters about casting 'overvotes,' that are implemented as a part of the statewide federal elections when introducing a new voting system for use in this county. This voter education program is reimbursable only for the first federal election cycle in which this equipment is used in this county.
8. The reasonable cost of election official/poll worker training with respect to use of the voting systems or voting system components described above and other HAVA requirements directly related to the process of voter registration and casting or counting votes, including provisional voting rights and information to voters about casting 'overvotes,' that are implemented as a part of the statewide federal elections when introducing a new voting system for use in this county. This election official/poll worker training program is

**EXHIBIT A
(Standard Agreement)**

- reimbursable only for the first federal election cycle in which this equipment is used in this county.
9. The reasonable cost of salaries, wages, and benefits for staff, consultants or contractors necessary to lease, purchase, acquire and deploy eligible voting systems or voting system components described above, including chain of custody requirements.
 10. The reasonable cost of storage and warehousing, cell phones, forklifts, and/or retrofitting a voting system with an accessible voter-verified paper audit trail, up to a maximum of \$15,405.34, which represents the remaining balance of the County's proportionate share of a minimum requirements payment calculated pursuant to HAVA Section 252 (c) that may be used by a county in accordance with HAVA Section 251 (b)(2)(B) and in accordance with advice provided by the federal Election Assistance Commission, the federal authorizing agency for the HAVA, that such is an allowable expense pursuant to HAVA Section 251 (b)(2)(B).
 11. The reasonable cost of absentee voting system equipment upgrades and the reasonable cost of services, training and initial implementation of any new absentee voting system process or procedural changes that improve the effectiveness and efficiency of the absentee voting process for voters and elections officials. Such costs are reimbursable only to the extent that expenditures for absentee voting system upgrades are in accordance with the voting system requirements of Section 301, including, Section 301 (a), which requires, in part, that at least one voting unit per polling place is accessible to disabled voters and Sections 301 (a)(1)(A) and 301 (c), allowing for the use of paper-based voting systems under specified conditions.
 12. Upon the Secretary of State certifying in writing compliance with HAVA Title III to the United States Election Administration Commission, the County may use any remaining funds for the "improvement of the administration of elections" in accordance with HAVA Section 251 (b)(2)(A).
- E. Notwithstanding any provision of this Agreement, including Paragraph D of Scope of Work, County shall not submit any claim for payment or reimbursement and shall not be entitled to receive payment or reimbursement from State of HAVA funds for:
1. The cost of purchasing any motored vehicle;
 2. The cost of leasing for more than 30 days of any motored vehicle;
 3. The cost of purchasing any real property;
 4. The cost of leasing any real property;
 5. The cost of promotional items and memorabilia;
 6. General purpose equipment, including but not limited to, office equipment and furnishings; modular furniture; telephone networks and component parts; information technology equipment and systems that are not a component of a voting system; reproduction and printing equipment that is not a component of a voting system;
 7. General office supplies;
 8. Any indirect rate or overhead costs distributed to county administrative support services.

EXHIBIT A
(Standard Agreement)

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

**EXHIBIT B
(Standard Agreement)**

BUDGET DETAIL AND PAYMENT PROVISIONS

1. Invoicing and Payment

- A. For services satisfactorily rendered, and upon receipt and approval of the invoices submitted with supporting documentation, the State agrees to compensate the Contractor for actual expenditures incurred in accordance with the rates specified herein, which is attached hereto and made a part of this Agreement.
- B. Invoices shall include the Agreement Number and shall be submitted in triplicate not more frequently than monthly in arrears to:

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

2. Budget Contingency Clause

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

3. Federal Funds

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

**EXHIBIT B
(Standard Agreement)**

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

County shall not receive, pursuant to this Agreement, more than \$1,076,225.64, in the aggregate. County's share is the county's remaining balance of the original appropriation authorized in 2005.

5. Failure to Properly Claim Maximum Amount of HAVA Funds

Notwithstanding any provision of Agreement, County shall be entitled to receive only those amounts for fully supported and appropriate claims which are properly submitted, pursuant to the provisions of Agreement and all applicable state and federal laws, regulations, and procedures.

6. Basis of Claims

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

7. Processing of Claims

The Secretary of State shall establish the criteria and processes for submitting claims under this Program. Such criteria shall include requirements that all claims:

- (1) Contain a face sheet that summarizes each expenditure made by the categories set forth in Paragraph D of Exhibit A "Scope of Work";
- (2) Include the total amount of the claim;
- (3) Identify whether additional claims are expected to be submitted;
- (4) Include the hourly charge of any contractor for which a claim is made for their time;
- (5) Include the hourly wage or monthly salary of any employee for which a claim is made for their salaries;
- (6) Include signed Contractor HAVA Activity Reports, please see sample which is Exhibit G, for each employee and contractor'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
- (7) Include a copy of the contract with the contractor if the contractor's invoice does not describe the activities undertaken in such a manner that the State can determine whether the activities comply with the provisions of this Agreement.

**EXHIBIT B
(Standard Agreement)**

8. Application of OMB Circular A-87

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

9. Retroactive Payments

Counties may claim reimbursement for expenses and activities permissible under the terms of this Agreement that occur after March 31, 2016, and before June 30, 2021.

10. Payments of Claims

The Secretary of State shall advise the County of the status of the claim processing within 30 (thirty) days of receipt of the claim. Payments made by the State with respect to any claim shall be sent directly by the State Controller's office to the County.

11. Deadline for Submitting Claims

The deadline for submitting any claim under this program is 90 days after the termination date of this Agreement.

12. Multiple Claims

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

13. Documentation to be Submitted

Each claim shall include a cover page that identifies the activity or service in Exhibit A and a summary sheet that includes the dollar amount associated with each activity or service for which funds are being sought. Each claim shall also include originals or true copies of all invoices, agreements, or other documentation that support the claim presented in the same order as shown on the accompanying summary sheet, including all documentation required by OMB Circular A-87. The provisions of OMB Circular A-87 may be found at <http://www.whitehouse.gov/omb/circulars>.

14. Order of Processing

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

15. Work Outside of the Scope of Work

Contractors are not permitted to perform work, or be paid for work, outside the documented scope of work, except as specified in Exhibit B Paragraph 9. Changes to the scope of work must be approved before work is undertaken.

**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 the Internet site below.
<http://www.dgs.ca.gov/ols/Resources/StandardContractLanguage.aspx>

**EXHIBIT D
(Standard Agreement)**

SPECIAL TERMS AND CONDITIONS

A. AUDITING

1. Receipt of HAVA funds by 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. CFDA Number for this contract is 90.401. Accordingly, all documents and electronic files must be produced upon request by the auditors. 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"), OMB Circular A-87, and 41 CFR 105-71 ("Uniform Administrative Requirements for Grants and Cooperative Agreements with State and Local Governments" [also known as the "Common Rule"]) 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;
 - d. Accurately records and tracks the disposition of all equipment and sensitive property in compliance with 41 CFR 105-71 and the California State Administrative Manual; and
 - e. Follows EAC guidance (as given in Funding Advisory Opinions 08-006 and 08-007 – available on the EAC website) regarding the disposal or sale of equipment or sensitive property purchased with HAVA funds.
5. Records shall be maintained for three years after termination of this 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 this Agreement and all applicable laws.
8. 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. HAVA funds can only be used for the purposes for which the HAVA funds are made.
2. No portion of any HAVA funds shall be used for partisan political purposes. All contractors providing services are required to sign an agreement, please see Exhibit E, 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.
3. 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>.
4. Proceeds received by the County for the sale of equipment or sensitive property originally purchased by HAVA funds shall be deposited in an interest-bearing account and used in accordance with procedures outlined in EAC FAO 08-007. Such sales shall be reported in writing to the Secretary of State within 30 days of completion. Interest earned on funds shall be reported to the Secretary of State within 90 days of the close of each fiscal year. Upon expenditure of these funds and interest earned, County will report such expenditure to the Secretary of State, along with documentation of such expenditure, including invoices, agreements or other documentation.
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 termination of this Agreement. All interest must be used by the County for the purpose of implementing activities allowable under this Agreement.
6. 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 use by the Secretary of State within 180 days of the end date of this contract, shall revert to the Secretary of State for HAVA Section 301-related expenses.
7. If funding for any fiscal year is reduced or deleted by the Budget Act for purposes of this Program, the State shall have the option to either cancel this Agreement with no liability occurring to the State, or offer an Agreement amendment to County to reflect any reduced amount.
8. This 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.
9. Pursuant to federal policy, this Agreement may be terminated by the State with 30-day written notice to County.
10. County warrants by execution of this 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)**

11. Nothing contained in this 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.
12. Pursuant to federal law, by signing this Agreement the County 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 County 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 <http://www.dol.gov/ofccp/regs/compliance/preaward/debarlst.htm>.

EXHIBIT E
(Standard Agreement)

ADDITIONAL PROVISIONS

1. Secretary of State Policy Regarding Political Activity in the Workplace

SECRETARY OF STATE POLICY REGARDING POLITICAL ACTIVITY IN THE WORKPLACE

The Secretary of State is the state's chief elections officer. It is, therefore, imperative that staff in the Secretary of State's Office, and those who contract with the Secretary of State's Office, refrain from engaging in any political activity that might call into question the office's impartiality with respect to handling election issues. Accordingly, the policy of the Secretary of State's Office with respect to political activity in the workplace, a copy of which will be given to every employee in the Secretary of State's office and incorporated as an attachment to contracts with the Secretary of State's Office, is as follows:

1. No employee of or contractor with the Secretary of State's Office shall engage in political campaign-related activities on state-compensated or federal-compensated time, except as required by official duties, such as answering inquiries from the public. In those cases where the contractor with the Secretary of State's Office is a county, the term "contractor" shall apply only to county elections office employees, county employees redirected to work temporarily for the county elections office, or any person, firm, company or business that provides reimbursable election-related services to a county elections office in furtherance of a contract. This prohibition shall not apply while an employee is on approved vacation or approved annual leave. This prohibition shall not apply to activities engaged in during the personal time of an employee.
2. No employee of or contractor with the Secretary of State's Office shall use any state property in connection with political campaign activities. It is strictly prohibited to schedule political campaign-related meetings or to conduct political campaign-related meetings in state office space, even if after normal working hours.
3. No employee of or contractor with the Secretary of State's Office shall use his or her official status with the Secretary of State's Office to influence political campaign-related activities or to confer support for or indicate opposition to a candidate or measure at any level of government.
4. No employee of or contractor with the Secretary of State's Office may be involved with political campaign-related telephone calls, letters, meetings or other political campaign-related activities on state-compensated or federal-compensated time. Requests by employees to switch to alternative work schedules, such as 4-10-40 or 9-8-80 work weeks, or to take vacation in order to accommodate political campaign-related activities or to attend political campaign functions, will be judged in the same manner and on the same basis as any other requests of this nature (i.e., existing needs of the office and discretion of the division chiefs).
5. The receipt or delivery of political campaign contributions or photocopies thereof on state property is strictly prohibited, as is the use of office time or state resources (e.g., intra-office mail or fax machines) to solicit or transmit political campaign contributions.
6. No employee of or contractor with the Secretary of State's Office may authorize any person to use his or her affiliation with the Secretary of State's Office in an attempt to suggest that the employee's or contractor's support or opposition to a nomination or an election for office or a ballot measure is of an "official," as distinguished from private, character.

**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.

Attachment 2

Budget Journal

Database
Balance Type
Data Access Set

FMSDBPRD.CO.STANISLAUS.CA.US.PROD
Budget
County of Stanislaus

DO NOT CHANGE
DO NOT CHANGE
DO NOT CHANGE

Ledger
Budget
Category
Source
Currency
Period
Batch Name
Journal Name
Journal Description
Journal Reference
Organization
Chart Of Accounts

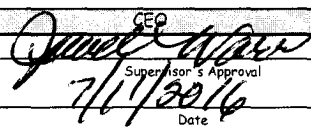
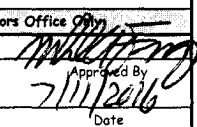
* List - Text County of Stanislaus
List - Text LEGAL BUDGET
* List - Text Budget - Upload
* List - Text CLK SG
* List - Text USD
List - Text JUL-16
Text
Text
Text Increase Appropriations/revenue
Text HAVA Grant Funds
List - Text Stanislaus Budget Org
Accounting Flexfield

DO NOT CHANGE
DO NOT CHANGE
DO NOT CHANGE
DO NOT CHANGE
ENTER AS MMM-YY (ALL CAPS FOR MMM) EX: NOV-11
DO NOT CHANGE
DO NOT CHANGE

| Upl | Fund (4 char) | Org (7 char) | Account (5 char) | GL Project (7 char) | Location (6 char) | Misc. (6 char) | Other (5 char) | Debit incr appropriations decr est revenue * Number | Credit decr appropriations incr est revenue * Number | Line Description Text | |
|----------------|------------------|-----------------|---------------------|------------------------|----------------------|-------------------|-------------------|--|---|--------------------------|--|
| | | 0100 | 0020220 | 28800 | 0000000 | 000000 | 000000 | 00000 | | Federal-other | |
| | | 0100 | 0020220 | 65660 | 0000000 | 000000 | 000000 | 00000 | 1,076,225.64 | Spec. Dept. Exp. | |
| Totals: | | | | | | | | | 1076225.64 | 1076225.64 | |

Tip: This is not the end of the Template. Unprotect the sheet and insert as many rows as needed.

Explanation: Increase appropriations and revenue associated with the HAVA Federal grant funding agreement presented to the Board of Supervisors on July 19, 2016.

| | | | | | |
|-----------------------|--|------------|--|-----------------|------|
| Requesting Department | | Data Entry | | Auditors Office | |
| Stephanie Guerrero |  Supervisor's Approval Date 7/11/2016 | Keyed by |  Approved By Date 7/11/2016 | Prepared By | |
| Prepared by | | Date | | Date | Date |
| 7/11/2016 | | | | | |