

**OFFICE OF THE COUNTY  
CLERK AND RECORDER:**

County Clerk  
Elections  
Recorder



**ELECTIONS DIVISION**  
**Eugene R. Browning**  
**Assistant Registrar of Voters**  
Hall of Administration, Lower Plaza  
800 South Victoria Avenue  
Ventura, CA 93009-1200  
Phone: (805) 654-2781  
FAX: (805) 648-9200  
[www.ventura.org/recorder/vencclrk.htm](http://www.ventura.org/recorder/vencclrk.htm)

November 1, 2005  
**PHILIP J. SCHMIT**  
COUNTY CLERK AND RECORDER

Board of Supervisors  
County of Ventura  
800 South Victoria Avenue  
Ventura, CA 93009

**Subject: RESOLUTION TO ACCEPT HELP AMERICA VOTE ACT (HAVA) GRANT FUNDING**

**Recommendations:**

Approve the attached Resolution to allow the Chairperson of the Board of Supervisors to sign State issued contracts with the County of Ventura which make available HAVA Grant Funding as it becomes available.

**Fiscal/Mandates Impact:**

- |                                 |   |
|---------------------------------|---|
| 1. Mandatory:                   | Yes   |
| 2. Source of Funding:           | Help America Vote Act of 2002 (Section 261 & Section 301 Funding) |
| 3. Funding Match Required:      | No  |
| 4. Impact on Other Departments: | None  |

**Background:**

The Help America Vote Act (HAVA) established numerous changes to election requirements and provided Federal funding resources.

HAVA – Section 102 authorized the appropriation of funds for distribution to States to effect the replacement or "buy-out" of punch card voting systems. Ventura County applied for and received this funding. On February 1, 2005, your board authorized acceptance of Federal HAVA 102 funding in the amount of \$1,995,137.93 and authorized a portion of this money to be spent on the Division's upgraded Election Information Management System (EIMS). The remaining Ventura County portion of the HAVA funding for punch card replacement will be used for the \$1 to \$3 county match required to apply for State

Proposition 41 funding to purchase the new Sequoia Voting Systems Optech voting system with one Direct Recording Electronic ("DRE") voting unit per polling place.

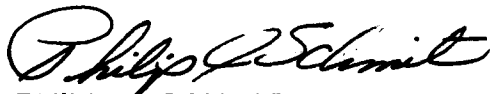
**Discussion:**

HAVA - Section 261 & Section 301 funds have been issued to the State of California. These two funds will be administered by the State as Grant Funds and require the County Board of Supervisors to adopt a Resolution acknowledging the desire to receive such funds for authorized purposes. The contracts between the State and the County of Ventura are to be signed by the Chairperson of the Board. These funds will be made available from the Secretary of State's office within the next few months. Ventura County's portion of the funds is anticipated to be \$78,515 for HAVA – Section 261 and \$4,576,270 for HAVA – Section 301. Section 261 funds are to be used for polling place accessibility and related training and informational materials per Attachment 1. Section 301 funds may be used to assist counties in complying with the requirements of HAVA Section 301 pertaining to acquiring DRE voting systems per Attachment 2 (currently in draft from the State).

We anticipate returning to the board in the near future to request budget authority to utilize these funds to comply with HAVA requirements.

The CEO, the Auditor-Controller, County Counsel, the General Services Agency – Procurement Services, and the Information Systems Department have reviewed this letter.

If you have any questions regarding this item, please call Eugene Browning at 654-2700.

A handwritten signature in black ink, appearing to read "Philip J. Schmit". The signature is fluid and cursive, with the first name "Philip" being more prominent.

PHILIP J. SCHMIT  
County Clerk/Recorder

**A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE COUNTY OF VENTURA  
AUTHORIZING THE CHAIRPERSON TO ENTER INTO CONTRACT AGREEMENTS  
WITH THE STATE OF CALIFORNIA FOR THE APPLICATION AND USE OF HELP  
AMERICA VOTE ACT (HAVA) FUNDS**

WHEREAS, the State of California has developed the "HAVA Section 261 - Elections Assistance for Individuals with Disabilities (EAID) Program", the purpose of which is to provide counties with federal reimbursement funds to assist in implementing HAVA Section 261 mandates; and

WHEREAS, the State of California has developed the "HAVA Section 301 Voting Systems Upgrade Program", the purpose of which is to provide counties with federal reimbursement funds to assist in complying with the requirements of HAVA Section 301 mandates; and

WHEREAS, the State of California requires that each County adopt a resolution authorizing the Chairperson of the Board of Supervisors to sign said Agreements for application of said HAVA funds.

NOW, THEREFORE, BE IT RESOLVED THAT:

1. The Chairperson of the Ventura County Board of Supervisors is hereby authorized to enter into HAVA Section 261 Elections Assistance for Individuals with Disabilities (EAID) Program Agreement with the State of California for reimbursement of HAVA funds relating to:

- A. Polling Place Accessibility
- B. Equal Opportunity
- C. Accessibility Training
- D. Access Information

2. The Chairperson of the Ventura County Board of Supervisors is hereby authorized to enter into HAVA Section 301 Voting Systems Program Agreement with the State of California for reimbursement of HAVA funds for compliance with the mandates of HAVA Section 301 relating to:

- A. Permit the voter to verify votes selected before casting ballot, allow voter to change vote including receiving replacement ballot.
- B. Notify the voter of "overvotes" before ballot is cast.
- C. Paper record with manual audit capacity.
- D. Accessible to voters with disabilities.
- E. Alternative language requirements.

PASSED, APPROVED AND ADOPTED this 1<sup>st</sup> day of November 2005.

Upon motion of Supervisor \_\_\_\_\_, seconded by Supervisor \_\_\_\_\_, and  
duly carried, the foregoing resolution was approved on November 1, 2005.

\_\_\_\_\_  
Chair, Board of Supervisors

ATTEST:  
JOHN F. JOHNSTON  
Clerk of the Board of Supervisors  
County of Ventura, State of California

By: \_\_\_\_\_  
Deputy Clerk of the Board

**EXHIBIT A**  
**(Standard Agreement)**

**SCOPE OF WORK**

**A. NAME OF PROGRAM**

This program shall be known as "HAVA Elections Assistance for Individuals with Disabilities (EAID) Section 261 Program."

**B. PURPOSE OF AGREEMENT**

The purpose of this Agreement is to provide the County of Ventura ("County") with federal reimbursement funds ("HAVA funds") to assist in implementing HAVA Section 261, subject to the provisions of this Agreement and all requirements of state and federal law, regulations and procedures. The provisions of this Agreement are to be interpreted to further this purpose.

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

For County: Philip J. Schmit

For State: Gillian Underwood

**C. USES OF FUNDS**

**1. General Uses**

Any funds received pursuant to this program shall be used by County only for one or more of the following purposes, except as otherwise provided below:

- a. Polling Place Accessibility – County may use a grant to make polling places, including the path of travel, entrances, exits, and voting areas of each polling facility, accessible to individuals with the full range of disabilities to enhance access and participation of individuals with the full range of disabilities in elections for Federal and State office;
- b. Equal Opportunity – County may use a grant to provide the same opportunity for access and participation (including privacy and independence) to individuals with the full range of disabilities as for other voters;
- c. Accessibility Training – County may use a grant to train elections officials, poll workers, and election volunteers on how best to promote the access and participation of individuals with the full range of disabilities in elections for Federal and State office;
- d. Access Information – County may use a grant to provide individuals with the full range of disabilities with information about the accessibility of polling places.

**2. Items Specifically Approved for Reimbursement**

Items or procedures included on the following lists are presumed to be reimbursable, provided that their intended use is consistent with the General Uses set forth above. The county may perform activities identified as approved for reimbursement, or may contract for the performance of the activities. The Secretary of State shall be the sole determiner of whether

**EXHIBIT A**  
**(Standard Agreement)**

an expenditure is consistent with the General Uses as set forth above. The Secretary of State will reimburse for the following items or activities, including taxes on purchased goods:

**a. Assessing Accessibility**

- (1) Tools to measure slope;
- (2) Tools to measure width, turning area, etc.;
- (3) Tools to modify voting booths;
- (4) Calculator;
- (5) Survey kits;
- (6) Clipboards;
- (7) Tape measure;
- (8) Polling Place Inspectors/Surveyors;
- (9) Camera;
- (10) Door pressure gauge.

**b. Equipment and Activities to Improve Accessibility**

- (1) New accessible voting booths;
- (2) Retrofitting voting booths;
- (3) Retrofitting polling places for public buildings only and must be a regularly used polling place;
- (4) Adapter "kits" or other materials to make a voting station accessible;
- (5) Signage (parking, directional, entrance, etc.);
- (6) Table to provide accessibility;
- (7) Chair (for seated voting);
- (8) Supports for accessibility signage;
- (9) Device/System to alert pollworkers that a voter is at the curb, door, or otherwise needs assistance;
- (10) Doorstops;
- (11) Lighting;
- (12) Low-vision pens;
- (13) Magnifying devices;
- (14) Mats or other materials to make the path of travel accessible;
- (15) Pen grips;
- (16) Temporary ramps (if wheel guides not included, may purchase wheel guides separately);
- (17) Temporary handrails;
- (18) Permanent handrails (public buildings only; must be regularly used as polling place);
- (19) Threshold covers or mats;
- (20) Traffic cones or other materials to make parking temporarily accessible for voting;
- (21) Wedges;
- (22) Audio translations;
- (23) Consultants, contractors, or accessibility experts to improve polling place accessibility;
- (24) Equipment for CD/DVD duplication;
- (25) Accessibility web site development costs;
- (26) Improving accessibility of web site.

**EXHIBIT A**  
**(Standard Agreement)**

**c. Training Materials and Programs**

- (1) Development, production, translation, and transcription into Braille, of manuals, programs, posters, brochures, and other printed materials for training of pollworkers or polling place inspectors;
- (2) Development, production, translation, of video/DVD training materials;
- (3) Equipment necessary to use videos/DVDs in training of pollworkers or polling place inspectors;
- (4) Stipends to compensate a trainer to train county pollworker trainers on issues specific to accessibility;
- (5) Pollworker training that is specific to accessibility and in addition to pre-existing training, or a modification/improvement of pre-existing training;
- (6) Disability or accessibility experts to make presentations at pollworker trainings.

**d. Educational and Informational Materials**

- (1) Development, production, translation, transcription into Braille or into audio or CD/DVD format, of printed materials to educate or inform voters concerning polling place and voting accessibility.
- (2) Public advertising of information on accessibility of polling places and voting.
- (3) Mailers to disseminate information on services for persons with disabilities.
- (4) Translation of existing materials related to accessibility into required languages.
- (5) Reformatting and re-printing materials into "large-type."
- (6) Readability analysis to simplify informational or instructional materials.
- (7) Development of accessibility materials for county web site, or construction of a county web site for the purpose of providing information to the public on accessibility, if one does not already exist or making a current site accessible.

**3. Items Presumed to be Unreimbursable**

The following is a partial list of items presumed to be unreimbursable and not inclusive of all items that are unreimbursable. The list is provided only for purpose of providing guidance to Counties. The Secretary of State shall be the sole determiner of whether an expenditure is unreimbursable.

- (1) Administrative costs;
- (2) Batteries;
- (3) Blackberries (hand held computers);
- (4) Braille business cards;
- (5) Cable TV;
- (6) Cassette players;
- (7) Cassette tapes;
- (8) Catering;
- (9) Computers;
- (10) Other office equipment, including but not limited to fax machines and copiers, unless prior approval has been obtained from the granting agency;
- (11) Office supplies, including but not limited to paper, pens and post-it notes;
- (12) Concrete paving for parking lots and spaces;
- (13) Concrete ramps;
- (14) DREs/other voting equipment (can be purchased with other HAVA funds);

**EXHIBIT A**  
**(Standard Agreement)**

- (15) Emergency exit signs;
- (16) Facility rental;
- (17) Permanent modifications or improvements to private or non-governmental structures, including, but not limited to private residences and places of worship;
- (18) Food;
- (19) Gas;
- (20) Gift bags, pins, buttons, shirts or other promotional items for pollworkers, voters or County staff;
- (21) Invitations;
- (22) Laptops;
- (23) Light bulbs;
- (24) Modifications to mobile voter education vehicle, unless that vehicle is used as a polling place;
- (25) Parking fees;
- (26) Parking lot improvements;
- (27) Photographers;
- (28) Scanners;
- (29) Staff salaries of County employees not conducting one of the activities allowable in this Agreement;
- (30) Trailers;
- (31) Transportation to polling sites;
- (32) Vehicles – purchase, rental, or operating expenses.



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

**3. 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 year 03/04 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. Maximum Amount Of HAVA Funds To Be Provided To County Under This Program**

County shall not receive, pursuant to Agreement, more than \$78,515.40, in the aggregate. This is County's share of the \$3,345,629 authorized for this purpose for all of the counties pursuant to the Budget Act of 2004. County's share is based on the application of the formula used by the Voting Modernization Board in allocating funds authorized by the Voting Modernization Bond Act of 2002 ("Proposition 41 formula"), to the \$3,345,629 authorized.

**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 F 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 ('Uses of Funds') 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 C 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. 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.

**10. 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.

**11. 10 Percent Hold Back**

Any payment made by the State shall be subject to 10% (ten percent) hold back of the total amount of the particular claim, until County certifies, in a manner specified by the Secretary of State, that goods or services for which the HAVA funds have been paid pursuant to the particular claim, have been received by County and are found by County to be acceptable. To receive the 10 percent hold back, the County shall submit a paid invoice with a certification to the effect that the goods or services were received and are satisfactory to the County.

**12. Deadline For Submitting Claims**

The deadline for submitting any claim under this program is 90 days after the termination date of this agreement (no later than June 30, 2007).

**13. Multiple Claims**

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

**14. 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>.

**15. Order Of Processing**

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

**16. 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. 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: [www.dgs.ca.gov/contracts](http://www.dgs.ca.gov/contracts)

**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. 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 termination 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. 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 261, for federal fiscal years 2003, 2004, and 2005;
2. HAVA funds can only be used for the purposes for which the HAVA funds are made;
3. No portion of any HAVA funds shall be used for partisan political purposes. All contractors providing services are required to sign an agreement, please see Exhibit E Item 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](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 termination 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 by January 1, 2006 shall constitute an express desire to forego its use of the County's proportionate share of these funds, which may result in reallocation of that County's proportionate share of funds to other counties for the purposes provided under this contract.
7. Funds not claimed by County by September 30, 2007, nor approved for county use by the Secretary of State by December 31, 2007, shall be reallocated to the Counties based on need and may only be used to meet Section 261 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

**EXHIBIT D  
(Standard Agreement)**

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, 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.
14. County agrees to provide the Secretary of State with a summary report on its activities under this agreement following each election for which funds are expended that includes: the method used to determine the need for funding an eligible activity, including the reliance on an advisory committee or advisory groups, surveys or any other methodology used to assess the need for the eligible activity; the activity performed and funded; the amount of funding expended; the category or categories of need being met; and any performance metric or assessment of the quality of the activity, including unsolicited public comment, advisory committee or advisory group comment, public comment solicited through surveys and on-site assessments conducted by the County, its agents or others.

**EXHIBIT E**  
**(Standard Agreement)**

**ADDITIONAL PROVISIONS**

**1. Secretary Of State Policy Regarding Political Activity In The Workplace**

**SECRETARY OF STATE POLICY REGARDING POLITICAL ACTIVITY IN THE WORKPLACE**

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

1. No employee of or contractor with the Secretary of State's Office shall engage in political campaign-related activities on state-compensated or federal-compensated time, except as required by official duties, such as answering inquiries from the public. In those cases where the contractor with the Secretary of State's Office is a county, the term "contractor" shall apply only to county elections office employees, county employees redirected to work temporarily for the county elections office, or any person, firm, company or business that provides reimbursable election-related services to a county elections office in furtherance of a contract. This prohibition shall not apply while an employee is on approved vacation or approved annual leave. This prohibition shall not apply to activities engaged in during the personal time of an employee.
2. No employee of or contractor with the Secretary of State's Office shall use any state property in connection with political campaign activities. It is strictly prohibited to schedule political campaign-related meetings or to conduct political campaign-related meetings in state office space, even if after normal working hours.
3. No employee of or contractor with the Secretary of State's Office shall use his or her official status with the Secretary of State's Office to influence political campaign-related activities or to confer support for or indicate opposition to a candidate or measure at any level of government.
4. No employee of or contractor with the Secretary of State's Office may be involved with political campaign-related telephone calls, letters, meetings or other political campaign-related activities on state-compensated or federal-compensated time. Requests by employees to switch to alternative work schedules, such as 4-10-40 or 9-8-80 work weeks, or to take vacation in order to accommodate political campaign-related activities or to attend political campaign functions, will be judged in the same manner and on the same basis as any other requests of this nature (i.e., existing needs of the office and discretion of the division chiefs).
5. The receipt or delivery of political campaign contributions or photocopies thereof on state property is strictly prohibited, as is the use of office time or state resources (e.g., intra-office mail or fax machines) to solicit or transmit political campaign contributions.
6. No employee of or contractor with the Secretary of State's Office may authorize any person to use his or her affiliation with the Secretary of State's Office in an attempt to suggest that the employee's or contractor's support or opposition to a nomination or an election for office or a ballot measure is of an "official," as distinguished from private, character.
7. No employee of or contractor with the Secretary of State's Office may display political campaign-related buttons, posters, or similar materials in areas visible to individuals who are in public areas of the Secretary of State's Office; nor may an employee of or contractor with the Secretary of State's Office display political campaign-related posters or other materials on windows facing out of the state office building.



**EXHIBIT E**  
**(Standard Agreement)**

8. No employee of or contractor with the Secretary of State's Office may use official authority or influence for the purpose of interfering with or attempting to affect the results of an election or a nomination for any public office.
9. No employee of or contractor with the Secretary of State's Office may directly or indirectly coerce or solicit contributions from subordinates in support of or in opposition to an election or nomination for office or a ballot measure.
10. An employee who is paid either partially or fully with federal funds, including the Help America Vote Act of 2002 (HAVA), is subject to the provisions of the federal Hatch Act, and is, therefore, prohibited from being a candidate for public office in a partisan election, as defined in the federal Hatch Act. However, any employee who is to be paid either partially or fully with funds pursuant to HAVA, shall first be consulted about the proposed funding and be informed about the prohibitions of the federal Hatch Act. The employee, whenever possible, shall be given the opportunity to engage in employment that does not involve HAVA funding.
11. Provisions limiting participation in political campaign-related activities as provided for in this policy statement shall be included in every contract with the Secretary of State's Office.

If you have questions concerning these restrictions, please refer them to the Secretary of State Office contact person listed on the contract in Exhibit A.

STATE OF CALIFORNIA - SECRETARY OF STATE

CONTRACTOR HAVA ACTIVITY REPORT

NAME		COMPANY NAME	Month/Year	NAVA Coordinator's Approval	
Contract Number:		Location (Sector/IL/ABO)			
		HAVA ACTIVITY HOURS		PROGRAM TIME REPORTING	
				DELIVERABLE NAME	ORG HOURS
				(Taken from proposal and contract)	
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**EXHIBIT A**  
**(Standard Agreement)**

**SCOPE OF WORK**

**A. NAME OF PROGRAM**

This program shall be known as "HAVA Section 301 Voting Systems Program."

**B. PURPOSE OF AGREEMENT**

The purpose of Agreement is to provide the County of «CountyName» ("County") with federal funds ("HAVA funds") to assist in 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. HAVA Section 301(a) 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 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. 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 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: «CountyContact»

b. For State: \_\_\_\_\_

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**EXHIBIT A**  
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**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 approved (Secretary of State certified) 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 approved (Secretary of State certified) 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 to the extent that they have not yet been fully paid for, provided that: 1) the voting systems or voting system components were certified for use in California at the time they were leased or purchased; and 2) they are reasonably capable of being converted to include a voter-verifiable paper audit trail (AVVPAT), as required by California Elections Code Section 19250, (Statutes of 2004, Chapter 814 [SB 1438]), with the addition of hardware, firmware or software;
3. For the lease or purchase of approved (Secretary of State certified) 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 finally cast and counted;
4. The reasonable cost of storage, including improvements to an existing storage facility, during 2005 and 2006, of any of the voting systems or voting system components purchased during 2005 and 2006 that are described above and which are used in the June 2006 or November 2006 statewide elections, provided that the voting systems or voting system components are leased or purchased during the period of Agreement and provided that the storage facility or improvements to a storage facility are used exclusively or primarily for the purpose of storing voting equipment, and that such storage facilities provide for appropriate security of voting systems, including chain of custody requirements;
5. The reasonable cost of transportation for delivery to the county of any of the voting systems or voting system components described above that are used in the June 2006 or November 2006 statewide elections, provided that the voting systems or voting system components are leased or purchased during the period of Agreement;
6. The reasonable cost of voter education with respect to use of the voting systems or voting system components described above that are used in the June 2006 or November 2006 statewide elections, provided that County first submits to the Secretary of State for approval a plan with identified costs and performance measurements with costs for each component of the plan, and the Secretary of State approves the plan before funds are spent for which reimbursement is being sought. The Secretary of State shall establish the criteria for the plan, the deadline for its submission, and a deadline for processing the submitted plan. Once the plan has been approved by the Secretary of State, the plan will hereby become known as Voter Education Plan and shall be incorporated and made part of this agreement by reference.

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05GR3010«ContractNumber»  
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**EXHIBIT A**  
**(Standard Agreement)**

7. The reasonable cost of election official/poll worker training with respect to use of the voting systems or voting system components described above that are used at the June 2006 or November 2006 statewide elections, provided that County first submits to the Secretary of State for approval a plan with identified costs and performance measurements with costs for each component of the plan, and the Secretary of State approves the plan before funds are spent for which reimbursement is being sought. The Secretary of State shall establish the criteria for the plan, the deadline for its submission, and a deadline for processing the submitted plan. Once the plan has been approved by the Secretary of State, the plan will hereby become known as Election Official/Poll Worker Training Plan and shall be incorporated and made part of this agreement by reference.
- E. Notwithstanding any provision of 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 any motored vehicle for more than 30 days;
  3. The cost of purchasing any real property;
  4. The cost of leasing any real property, except as provided specifically in Paragraph D (5) of Scope of Work, relative to temporary storage of voting systems or voting system components.
- 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 original scope of work.

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05GREAI«ContractNumber»  
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**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, rates which are 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  
Fiscal Services  
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 of the current year and/or any subsequent years covered under this Agreement does not appropriate sufficient funds for the program, this Agreement shall be of no further force and effect. In this event, the State shall have no liability to pay any funds whatsoever to Contractor or to furnish any other considerations under this Agreement and Contractor shall not be obligated to perform any provisions of this Agreement.
- B. If funding for any fiscal year is reduced or deleted by the Budget Act for purposes of this program, the State shall have the option to either cancel this Agreement with no liability occurring to the State, or offer an agreement amendment to Contractor to reflect the reduced amount.

**3. 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 year 05/06 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.

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**EXHIBIT B**  
**(Standard Agreement)**

4. Maximum Amount Of HAVA Funds To Be Provided To County Under This Program

County shall not receive, pursuant to Agreement, more than \$«DollarAmount», in the aggregate. This amount represents County's share of the \$195 million authorized for this purpose for all counties pursuant to the Budget Act of 2006. County's share is based on the application of the formula used by the Voting Modernization Board in allocating funds authorized by the Voting Modernization Bond Act of 2002 ("Proposition 41 formula"), to the \$195 million authorized.

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 ('Uses of Funds') 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 C 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 included as 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.

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**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. 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.

**10. 10 Percent Hold Back**

Any payment made by the State shall be subject to 10% (ten percent) hold back of the total amount of the particular claim, until County certifies, in a manner specified by the Secretary of State, that goods or services for which the HAVA funds have been paid pursuant to the particular claim, have been received by County and are found by County to be acceptable. To receive the 10 percent hold back, the County shall submit a paid invoice with a certification to the effect that the goods or services were received and are satisfactory 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 may 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 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>.

**14. Order Of Processing**

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

**15. Work Outside The Scope Of Work**

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.



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**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: [www.dgs.ca.gov/contracts](http://www.dgs.ca.gov/contracts)

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**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. 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 termination 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 that HAVA funds are being used or have been used in compliance with 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.

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**EXHIBIT D**  
**(Standard Agreement)**

**B. GENERAL PROVISIONS**

1. HAVA funds can only be used for the purposes for which the HAVA funds are made available pursuant to Exhibit A;
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 State's 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 [http://www.osc.gov/documents/hatchact/ha\\_sta.pdf](http://www.osc.gov/documents/hatchact/ha_sta.pdf);
4. 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;
5. Funds not claimed by County by September 30, 2007, or approved for use by County by the Secretary of State by December 31, 2007, shall revert to the Secretary of State for HAVA Section 301-related expenses;
6. 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;
7. 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;
8. Pursuant to federal policy, Agreement may be terminated by the State with 30-day written notice to County;
9. 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;
10. 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;

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**EXHIBIT D**  
**(Standard Agreement)**

11. 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. The list may be reviewed at [www.epis.gov](http://www.epis.gov)

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**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.
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.

«CountyName» County  
05GREAI«ContractNumber»  
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**EXHIBIT E**  
**(Standard Agreement)**

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.

**BOARD MINUTES  
BOARD OF SUPERVISORS, COUNTY OF VENTURA, STATE OF  
CALIFORNIA**

**SUPERVISORS STEVE BENNETT, LINDA PARKS,  
KATHY I. LONG, JUDY MIKELS AND JOHN K. FLYNN**

November 1, 2005 at 8:30 a.m.

209.100

**COUNTY CLERK AND RECORDER – Adoption of a Resolution Authorizing the Chairperson to Enter Into Contract Agreements with the State of California for the Application and use of Help America Vote Act (HAVA) Funds.**

- (X) All board members are present except Supervisor Long.
- ( ) The following person is heard:
- ( ) The following document(s) are submitted to the Board for consideration:  
( ) \_\_\_\_\_
- ( ) The Board holds a public hearing.
- (X) Upon motion of Supervisor Bennett, seconded by Supervisor Mikels, and duly carried, the Board hereby approves the attached staff recommendation(s).
- ( ) Upon motion of Supervisor \_\_\_\_\_, seconded by Supervisor \_\_\_\_\_, and duly carried, the Board hereby \_\_\_\_\_.

By:   
Deputy Clerk of the Board

**CLERK'S CERTIFICATE**

I hereby certify that the annexed instrument  
is a true and correct copy of the document  
which is on file in this office.  
JOHN F. JOHNSTON, Clerk of the Board of Supervisors,  
County of Ventura, State of California.

Dated: \_\_\_\_\_

By: \_\_\_\_\_  
Deputy Clerk of the Board

Item # 29  
11/01/05

DISTRIBUTION: Originating Agency (2), Auditor, File