

SUBMITTAL TO THE BOARD OF SUPERVISORS
COUNTY OF RIVERSIDE, STATE OF CALIFORNIA



ITEM: 3.12
(ID # 13962)

MEETING DATE:
Tuesday, November 17, 2020


FROM : REGISTRAR OF VOTERS:

SUBJECT: REGISTRAR OF VOTERS: Federal Reimbursement Funds (HAVA Funds) and Agreement No. 20G26133; All Districts; [\$4,189,440.00]; Secretary of State Reimbursement 100%; 4/5 Vote Required.

RECOMMENDED MOTION: That the Board of Supervisors:

1. Approve the attached standard agreement between the County of Riverside Registrar of Voters (ROV) and the Secretary of State (SOS) to receive Federal Reimbursement Funds (HAVA funds); and,
2. Authorize the ROV, or designee, to execute Agreement No. 20G26133, and execute renewals and amendments in accordance with Board Policy A-30.

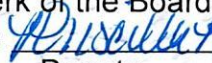
ACTION: 4/5 Vote Required, Policy


Rebecca Spencer 11/17/2020

MINUTES OF THE BOARD OF SUPERVISORS

On motion of Supervisor Washington, seconded by Supervisor Jeffries and duly carried by unanimous vote, IT WAS ORDERED that the above matter is approved as recommended.

Ayes: Jeffries, Spiegel, Washington, Perez and Hewitt
Nays: None
Absent: None
Date: November 17, 2020
xc: ROV

Kecia R. Harper
Clerk of the Board
By: 
Deputy

**SUBMITTAL TO THE BOARD OF SUPERVISORS COUNTY OF RIVERSIDE,
STATE OF CALIFORNIA**

FINANCIAL DATA	Current Fiscal Year:	Next Fiscal Year:	Total Cost:	Ongoing Cost
COST	\$ 4,189,440.00	\$ 0	\$ 4,189,440.00	\$ 0
NET COUNTY COST	\$ 4,189,440.00	\$ 0	\$ 4,189,440.00	\$ 0
SOURCE OF FUNDS: Secretary of State Reimbursement 100%			Budget Adjustment: No	
			For Fiscal Year: 20/21	

C.E.O. RECOMMENDATION: Approve

BACKGROUND:

Summary

The purpose of this Agreement is to provide the County of Riverside (County) with federal reimbursement funds (HAVA funds), CFDA Number 90.404, administered by the U.S. Election Assistance Commission (EAC) to comply with the requirements of HAVA Section 101 for additional costs associated with the national emergency related to coronavirus. The funds are to be spent "to prevent, prepare for, and respond to coronavirus, domestically or internationally, for the 2020 Federal election cycle," subject to the provisions of this Agreement and requirements of state and federal law, regulation and procedures. The provisions of this Agreement are to be interpreted to further this purpose.

Execution of this agreement is needed in order to request reimbursement from the State for purchases related to conducting the November 2020 election in the face of the COVID-19 pandemic.

Impact on Residents and Businesses

Execution of Standard Agreement No. 20G26133 will provide the county with the ability to seek reimbursement of State federal reimbursement funds (HAVA funds).

Additional Fiscal Information

A total of \$4,189,440.00 is allocated to Riverside County. The amount of \$3,541,061.00 can be used to conduct the November 2020 election in the face of the COVID-19 pandemic which can include increased costs related to all aspects of voting by mail, equipment needs for processing increased vote-by-mail ballots and meeting the in-person voting requirements, permanent and temporary staffing, additional security, specialized training of staff and election workers, cleaning and disinfection, personal protective equipment, and polling locations and election facilities. The amount of \$648,379.00 can be used for outreach and communication.

ATTACHMENTS:

ATTACHMENT. STANDARD AGREEMENT NO. 20G26133

SUBMITTAL TO THE BOARD OF SUPERVISORS COUNTY OF RIVERSIDE,
STATE OF CALIFORNIA


Douglas Ordóñez Jr.

11/12/2020


Gregory V. Priamos, Director County Counsel

11/12/2020

RESOLUTION

BE IT RESOLVED by the Board of Supervisors of the County of Riverside, State of California, in regular session assembled on Tuesday, November 17, 2020, that Rebecca Spencer, the Registrar of Voters is authorized and directed to execute on behalf of said County the Standard Agreement No. 20G26133, between Riverside County and Secretary of the State (SOS) providing: Federal Reimbursement Funds.

Roll Call:

Ayes: Jeffries, Spiegel, Washington, Perez and Hewitt
Nays: None
Absent: None

The foregoing is certified to be a true copy of a resolution duly adopted by said Board of Supervisors on the date therein set forth.

KECIA R. HARPER, Clerk of said Board

By:  _____

Deputy

3.12

STATE OF CALIFORNIA – DEPARTMENT OF GENERAL SERVICES

STANDARD AGREEMENT

STD 213 (Rev. 03/2019)

AGREEMENT NUMBER

20G26133

PURCHASING AUTHORITY NUMBER (if applicable)

SOS-0880

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

CONTRACTING AGENCY NAME

Secretary of State

CONTRACTOR NAME

Riverside County

WHEN DOCUMENT IS FULLY EXECUTED RETURN
CLERK'S COPY
 to Riverside County Clerk of the Board, Stop 1010
 Post Office Box 1147, Riverside, Ca 92502-1147
 Thank you.

2. The term of this Agreement is:

START DATE

August 15, 2020, or upon approval by Dept. of General Services, if required, whichever is later

THROUGH END DATE

December 31, 2020

3. The maximum amount of this Agreement is:

\$ 4,189,440.00

Four million one hundred eighty-nine thousand four hundred forty dollars and zero cents

4. The parties agree to comply with the terms and conditions of the following exhibits, which are by this reference made part of the Agreement.

EXHIBITS	TITLE	PAGES
Exhibit – A	Scope of Work	5
Exhibit – B	Budget Detail and Payment Provisions	3
Exhibit – C*	General Terms and Conditions	GTC 04/2017
Exhibit – D	Special Terms and Conditions (Attached hereto as part of this Agreement)	3
Exhibit – E	Additional Provisions	2
Exhibit – F	County Resolution	
Exhibit – G	Contractor HAVA Activity Report	1

Items shown with an asterisk (*), are hereby incorporated by reference and made part of this agreement as if attached hereto.
 These documents can be viewed at <https://www.dgs.ca.gov/OLS/Resources>

IN WITNESS WHEREOF, THIS AGREEMENT HAS BEEN EXECUTED BY THE PARTIES HERETO.

CONTRACTOR

CONTRACTOR NAME (if other than an individual, state whether a corporation, partnership, etc.)

Riverside County

CONTRACTOR BUSINESS ADDRESS

2724 Gateway Drive

CITY

Riverside

STATE

CA

ZIP

92507-0918

PRINTED NAME OF PERSON SIGNING

Rebecca Spencer

TITLE

CONTRACTOR AUTHORIZED SIGNATURE

DATE SIGNED

STATE OF CALIFORNIA

CONTRACTING AGENCY NAME

Secretary of State

CONTRACTING AGENCY ADDRESS

1500 11th Street

CITY

Sacramento

STATE

CA

ZIP

95814

PRINTED NAME OF PERSON SIGNING

TITLE

CONTRACTING AGENCY AUTHORIZED SIGNATURE

DATE SIGNED

CALIFORNIA DEPARTMENT OF GENERAL SERVICES APPROVAL

EXEMPTION (if Applicable)

NOV 17 2020 3.12

EXHIBIT A
(Standard Agreement)

SCOPE OF WORK

A. PURPOSE OF AGREEMENT

The purpose of this Agreement is to provide the County of **Riverside** (County) with federal reimbursement funds (HAVA funds), CFDA Number 90.404, administered by the U.S. Election Administration Commission (EAC) to comply with the requirements of HAVA Section 101 for additional costs associated with the national emergency related to coronavirus. The funds are to be spent "to prevent, prepare for, and respond to coronavirus, domestically or internationally, for the 2020 Federal election cycle," subject to the provisions of this Agreement and requirements of state and federal law, regulation and procedures. The provisions of this Agreement are to be interpreted to further this purpose.

B. CONTACTS

The program representatives during the term of Agreement will be:

For County: Rebecca Spencer (951) 486-7200

For State: Kathy Chaney (916) 695-1657

C. FUNDING ALLOCATIONS

A total of **\$4,189,440.00** is allocated to Riverside County. The amount of **\$3,541,061.00** can be used to conduct the November 2020 election in the face of the COVID-19 pandemic as set forth below in (E)(1 – 7), which can include increased costs related to all aspects of voting by mail, equipment needs for processing increased vote-by-mail ballots and meeting the in-person voting requirements, permanent and temporary staffing, additional security, specialized training of staff and election workers, cleaning and disinfection, personal protective equipment, and polling locations and election facilities. The amount of **\$648,379.00** can be used for outreach and communication as set forth in (E)(8) below.

D. CONDITION FOR RECEIVING FUNDS

The County may seek reimbursement for the activities identified below, provided that the County timely submits the:

1. Monthly Cost Report;
2. Monthly Implementation Report; and
3. Any supplemental survey or request for information.

E. USE OF FUNDS

The funds are to be spent to prevent, prepare for, and respond to the COVID-19 pandemic for the 2020 Federal election cycle. In accordance with EAC guidance, the funds can be used for election related costs incurred after March 28, 2020, in

EXHIBIT A
(Standard Agreement)

conducting election activities in the face of the coronavirus pandemic. Such costs include, but are not limited to, increased vote-by-mail, expanded early voting, improving the safety of voting in-person, and staff and election worker salaries and benefits.

Allowable costs are for those costs that are in addition to normal election costs and do not supplant funds already allocated under state or local budget authority to cover the costs. Allowable costs do not include costs that are currently paid with state or local election jurisdiction funds, as part of the normal conduct of elections.

The costs identified below are presumed to be allowable, as indicated, however, the identified costs are not meant to be exhaustive. To the extent a cost is not identified below, but is incurred in conducting the November 2020 election in the face of the COVID-19 pandemic, the County shall submit documentation with the request for reimbursement that establishes the cost was COVID-19 related.

Allowable costs include:

1. Vote-by-Mail

Increased costs related to all aspects of voting by mail are allowable to the extent that they represent expenditures incurred as a result of the pandemic. The funds can be used to cover the costs of the increase in vote-by-mail ballots needed due to the pandemic that are not already covered by state or local funds. Allowable uses under this section include:

- a. Additional printing costs;
- b. Additional mailing and postage costs;
- c. Additional envelope costs; and
- d. Ballot tracking costs.

2. Equipment

Increased costs related to equipment needs for processing increased vote by-mail ballots and meeting the in-person voting requirements are allowable. Allowable costs under this section include:

- a. Automated sorters;
- b. Ballot scanners;
- c. Automated openers;
- d. Signature verification systems;
- e. Acquisition of additional voting equipment, including high speed or central count tabulators;
- f. Electronic pollbooks;
- g. Ballot on demand systems;
- h. Drop boxes;
- i. ADA equipment and peripherals;
- j. Additional laptops and mobile IT equipment; and
- k. Software licenses.

EXHIBIT A
(Standard Agreement)

3. Staffing

Staffing costs, including permanent and temporary staffing, are allowable. This includes salaries and benefits associated with the portion of work as a result of the pandemic. Allowable costs under this section include:

- a. Staff time associated with planning, training, and response;
- b. Temporary elections office staffing;
- c. Overtime salary and benefit costs for elections staff and workers; and
- d. Additional staff or election worker time needed for processing; tabulation, signature verification, voter hotlines, etc.

4. Security

Additional security costs incurred due to the pandemic are allowable. These costs may be related to physical security and/or cybersecurity. Allowable costs under this section include:

- a. Costs associated with election offices working remotely while planning and conducting the election due to the pandemic are allowable such as securing systems that enable remote access, ensuring Virtual Private Network and other remote access systems are fully patched, enhancing system monitoring to receive early detection and alerts on abnormal activity, implementing multi-factor authentication, ensuring all machines have properly configured firewalls as well as anti-malware and intrusion prevention installed;
- b. Installation and security for drop-boxes; and
- c. Security cameras or systems for additional election facilities.

5. Training

Increased costs related to specialized training of staff and election workers due to coronavirus are allowable. Allowable costs under this section include:

- a. Training election workers and staff on proper cleaning processes;
- b. Training election workers and staff on proper voting location set up and configuration;
- c. Training election workers and staff on how to determine, set and maintain proper physical distancing;
- d. Training election workers and staff on proper usage and disposal of personal protective equipment; and
- e. Training of poll workers on sanitization procedures for in-person voting and voting equipment.

6. Supplies

Increased costs associated with cleaning and disinfection of election offices, polling location areas and associated voting equipment are allowable. Similarly, costs associated with providing clean and safe election offices and polling locations for voters and election workers is allowable. Examples of allowable costs include:

EXHIBIT A
(Standard Agreement)

- a. Cleaning supplies for polling locations;
- b. Protective masks, gloves and face shields for staff and poll workers;
- c. Hand sanitizer and dispensers;
- d. Electronic wipes;
- e. Pre- and post-election deep cleaning of polling places;
- f. Barrier supplies and construction; and
- g. Table covers/protectors.

7. Facilities

Unanticipated costs for polling locations and election facilities are allowable costs. Allowable costs include:

- a. Leasing of new polling places when existing sites must be closed;
- b. Leasing of additional election facilities to facilitate physical distancing for election workers;
- c. Additional costs or fees charged by existing sites due to coronavirus;
- d. Costs associated with moving a location from one site to another; and
- e. Additional costs associated with delivery, set up and configuration of polling locations due to coronavirus.

8. Outreach and Communication

Costs related to voter education and outreach are allowable. The outreach and communication information must be on voting procedure changes, rights or technology. Items intended to "get out the vote" or merely encourage voting are not allowable.

The Secretary of State will be conducting statewide outreach and communication, including all media markets and social media.

The County may seek reimbursement for outreach and communication costs for a variety of mediums including, but not limited to direct mail, public transportation advertising, and social media. Allowable communications and outreach costs include:

- a. Providing information about in-person voting locations, ballot return locations, and coronavirus precautions being implemented in the County during the voting process.
- b. Providing information on language preference, assistance, and how to request in-language vote-by-mail materials, specifically targeted to section 203 and section 14201 language communities.
- c. Providing information on the availability and use of remote accessible vote-by-mail (RAVBM).
- d. Targeting historically hard to reach communities such as seniors, college students, and native American tribes, to ensure those communities are aware of safety procedures at in-person voting locations, that they will receive a vote-by-mail ballot, how to verify their voter information and update their registration ahead of the

EXHIBIT A
(Standard Agreement)

- election, security of vote-by-mail ballots, how to track their ballot, that in-language vote-by-mail materials are available, and how to request a RAVBM ballot.
- e. Seeking to prioritize reaching voters with language access and disability needs.
 - f. Including outreach to ethnic media for both paid and earned media opportunities. Counties should consider ad-buys via local in-language newspapers, as well as via in-language radio stations to directly target communities.
 - g. Targeting voters in their region where they will vote by placing ads on billboards and bus-shelters and conducting social media ad-buys.

Television ad buys will be generally not be reimbursable. However, if the County proposes to use the funds under this section for a television ad buy, the County shall seek prior written pre-approval from the Secretary of State.

F. EXPIRATION

Requests for reimbursement for any of the above qualifying costs shall be submitted to the Secretary of State on or before November 20, 2020. These funds expire December 31, 2020.

If you have any questions about this grant, please feel free to contact Kathy Chaney (KC) at (916) 695-1657 or kchaney@sos.ca.gov.

EXHIBIT B
(Standard Agreement)

BUDGET DETAIL AND PAYMENT PROVISIONS

1. Invoicing and Payment

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

Office of Secretary of State
Attention: Accounts Payable
P.O. Box 944260
Sacramento, CA 94244-2600
Email: accountspayable@sos.ca.gov

2. Budget Contingency Clause

- A. It is mutually agreed that if the Budget Act, or a HAVA Spending Plan or Spending Plan amendment, of the current year and/or subsequent years covered under this Agreement does not appropriate sufficient funds for the program, this Agreement shall be of no further force and effect. In this event, the State shall have no liability to pay any funds whatsoever to 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 by a HAVA Spending Plan or Spending Plan amendment, for purposes of this program, the State shall have the option to either cancel the Agreement with no liability occurring to the State, or offer an agreement amendment to 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 years 2020/21 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. Prompt Payment Clause

Payment will be made in accordance with, and within the time specified in Government Code Chapter 4.5, commencing with Section 927.

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

County shall not receive, pursuant to Agreement, more than **\$4,189,440.00**.

6. 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.

7. Basis of Claims

Subject to the provisions 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 Exhibit A – SOW, Paragraph E – USE OF FUNDS.

8. 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 Exhibit A – SOW, Paragraph E – USE OF FUNDS;
- (2) Include the total amount of the claim;
- (3) Include the agreement number on the face sheet;
- (4) Identify whether additional claims are expected to be submitted;
- (5) Include the hourly charge of any contractor for which a claim is made for their time;
- (6) Include the hourly wage or monthly salary of any employee for which a claim is made for their salaries;
- (7) Include signed 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
- (8) 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)**

9. 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>.

10. Retroactive Payments

Counties may claim reimbursement for expenses and activities permissible under the terms of this Agreement that occur after March 28, 2020 and before November 20, 2020.

11. 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.

12. Deadline for Submitting Claims

Requests for reimbursement shall be submitted to the Secretary of State on or before November 20, 2020. These funds expire December 31, 2020.

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 – SOW 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
(GTC 04/2017)

PLEASE NOTE: This page will not be included with the final agreement. The General Terms and Conditions (GTC 04/2017) will be included in the Agreement by reference to Internet site: <https://www.dgs.ca.gov/OLS/Resources/Page-Content/Office-of-Legal-Services-Resources-List-Folder/Standard-Contract-Language>

EXHIBIT D
(Standard Agreement)

SPECIAL TERMS AND CONDITIONS

A. AUDITING

1. Receipt of HAVA funds by a county indicates agreement to establish a dedicated HAVA account for these funds. Therefore, any payment received by County pursuant to this program shall be deposited in a separate, segregated account and any payment made by County related to this program shall be paid from that account whether or not the County has paid the vendors for services rendered before submitting invoices to the State.
2. Any recipient of federal funds to meet the Help America Vote Act requirements agrees to be audited pursuant to federal and state law. Accordingly, all documents and electronic files must be produced upon request by the auditors. CFDA Number for this contract is 90.404. The audit may include a review of all books, papers, accounts, documents, or other records of County as they relate to any HAVA funds. County shall also provide access to all employees having knowledge of the HAVA funds program to assist the auditor. County shall provide a copy of any document, paper, or electronic record requested by the auditor;
3. OMB Circular A-133 ("Audits of States, Local Governments, and Non-Profit Organizations"), and OMB Circular A-87, incorporated herein by reference, shall govern with respect to all aspects of this program. The provisions of these circulars may be found at <http://www.whitehouse.gov/omb/circulars>;
4. County shall maintain records in a manner that:
 - a. Accurately reflects fiscal transactions with necessary controls and safeguards;
 - b. Provides complete audit trails, based whenever possible on original documents (purchase orders, receipts, progress payments, invoices, timesheets, cancelled warrants, warrant numbers, etc.);
 - c. Provides accounting data so the costs can readily be determined throughout Agreement period.
5. Records shall be maintained for three years after expiration of Agreement and for at least one year following any audit or final disposition of any disputed audit finding;
6. If the final disposition of any disputed audit finding is determined to be a disallowed cost that the Secretary of State has paid the County, the County shall return to the Secretary of State an amount equal to the disallowance.
7. County shall permit periodic site visits by the Secretary of State or the Secretary of State's designee or designees to determine if any HAVA funds are being used or have been used in compliance with Agreement and all applicable laws;
8. Upon request, county shall report to the Secretary of State at least once every 90 (ninety) days until all funds received have been expended, on the status of HAVA funds received, in a manner determined by the Secretary of State.

EXHIBIT D
(Standard Agreement)

B. GENERAL PROVISIONS

1. The program is conditioned on State receiving reimbursement from the federal government pursuant to HAVA, for federal fiscal year 2020.
2. HAVA funds can only be used for the purposes for which the HAVA funds are made;
3. No portion of any HAVA funds shall be used for partisan political purposes. All contractors providing services are required to sign an agreement, please see Exhibit E Item 1, to abide by the Secretary of States' policy to refrain from engaging in political activities that call into question the impartiality of the Secretary of State's Office. County is to submit agreement signed by each employee of contractor's firm who worked for County pursuant to this Agreement with the County's first invoice.
4. The provisions of the federal *Hatch Act* shall apply to employees working for state and local entities receiving HAVA funds. The *Hatch Act* may be reviewed at http://www.osc.gov/documents/hatchact/ha_sta.pdf;
5. Any interest earned by County on money received pursuant to this Agreement must be reported in writing to the Secretary of State within 30 days of expiration of this Agreement. All interest must be used by the County for the purposes of implementing activities allowable under this Agreement;
6. Failure by any eligible County to execute a contract within 90 days of the date on which this contract is made available shall constitute an express desire to forego 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 within 90 days of the end date of this contract, or any funds claimed by a county that are not approved for county use by the Secretary of State within 180 days of the end date of this contract, shall be reallocated to the Counties based on need and may only be used to meet Section 101 of HAVA;
8. If funding for any fiscal year is reduced or deleted by the Budget Act for purposes of this program, the State shall have the option to either cancel Agreement with no liability occurring to the State, or offer an Agreement amendment to County to reflect any reduced amount;
9. Agreement is subject to any restrictions, limitations or conditions enacted or promulgated by the United States Government, or any agency thereof, that may affect the provisions, terms or funding of Agreement in any manner;
10. Pursuant to federal policy, Agreement may be terminated by the State with 30-day written notice to County;
11. County warrants by execution of Agreement, that no person or selling agency has been employed or retained to solicit or secure this contract upon agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by County for the purpose of securing business. For breach or violation of this warranty, the State shall, in addition to other remedies provided by law, have the right to annul this contract without liability, paying only for the value of the work actually performed, or otherwise recover the full amount of such commission, percentage, brokerage, or contingent fee;

EXHIBIT D
(Standard Agreement)

12. Nothing contained in Agreement or otherwise, shall create any contractual relation between the State and any subcontractor or vendor, and no subcontractor shall relieve County of its responsibilities and obligations hereunder. County agrees to be as fully responsible to State for the acts and omissions of its subcontractors and of persons either directly or indirectly employed by any of them as it is for the acts and omissions of persons directly employed by County. County's obligation to pay its subcontractors is an independent obligation from the State's obligation to make payments to County. As a result, State shall have no obligation to pay or to enforce the payment of any moneys to any subcontractor or vendor of County;
13. Pursuant to federal law, by signing this agreement or execution of this purchase order the Contractor certifies under the penalty of perjury that the contracting entity is not excluded or ineligible from federal assistance programs and thereby is not on the federal government's list of suspended or debarred entities.

Pursuant to federal law, as a component of the procurement process, the Contractor must review the federal government's list of debarred and suspended vendors and ensure no contract award is provided to a vendor on this list. This list may be viewed at www.epls.gov

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

EXHIBIT E
(Standard Agreement)

ADDITIONAL PROVISIONS

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 - SOW.

Exhibit G

STATE OF CALIFORNIA - SECRETARY OF STATE

CONTRACTOR HAVA ACTIVITY REPORT

NAME		Division															Days/Hours		Month/Year																					
																	5/40																							
Class/Title:					Contract Number:																	TIMEBASE EMPLOYEES: FULL <input type="checkbox"/>		PART <input type="checkbox"/>																
ACTIVITY HOURS																												PROGRAM TIME REPORTING												
	31	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31	1	ACTIVITY CODE	PC	ORG	REG. HOURS			
1																																					COVID-19			0.0
2																																								0.0
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																														MONTHLY TOTAL		0.0								
SIGNATURE OF CONTRACTOR																						DATE																		