COUNTY OF LOS ANGELES
REGISTRAR-RECORDER/COUNTY CLERK
12400 Imperial Highway – P.O. Box 1024, Norwalk, California 90651-1024 – www.lavote.net

DEAN C. LOGAN
Registrar-Recorder/County Clerk

ADOPTED
BOARD OF SUPERVISORS
COUNTY OF LOS ANGELES

20 JAN 19 2010

SACHI A. HAMAI
EXECUTIVE OFFICER

January 19, 2010

The Honorable Board of Supervisors
County of Los Angeles
383 Kenneth Hahn Hall of Administration
500 West Temple Street
Los Angeles, California 90012

Dear Supervisors:

RESOLUTION FOR COUNTY PARTICIPATION IN VOTECAL STATEWIDE VOTER REGISTRATION SYSTEM PROJECT UNDER THE HELP AMERICA VOTE ACT OF 2002 (All Supervisorial Districts) (3 Votes Required)

SUBJECT

Adopt Resolution authorizing County participation with the California Secretary of State (SOS) in the VoteCal Statewide Voter Registration System Project, a requirement of the Help America Vote Act of 2002 (HAVA), under the administration of the SOS and for the purpose of assisting County's compliance with the mandates of HAVA Section 303(a).

IT IS RECOMMENDED THAT YOUR BOARD:

1. Adopt the attached Resolution (Attachment I) authorizing the County's participation in the VoteCal Statewide Voter Registration System Project (VoteCal Project) as needed and to its completion under the direction and administration of the SOS.

2. Approve the State of California Standard Agreement Number 09G30349 (Agreement) (Attachment II) with the SOS attached as Exhibit I to the Resolution effective upon contract execution through December 31, 2011 which provides the terms and conditions for SOS project administration, County participation, and requirements for County cost reimbursement up to approximately $37,934.55.

3. Delegate authority to Registrar-Recorder/County Clerk, or his designee, to conduct all negotiations, execute and submit all documents including, but not limited to applications, State of California Standard Agreement with attachments, payment requests and so on, which may be necessary for the completion of the VoteCal Statewide Voter Registration System Project subject to the review and approval of County Counsel prior to execution of any such agreements.

PURPOSE/JUSTIFICATION OF THE RECOMMENDED ACTION:

Board adoption of the Resolution will allow County to actively participate in a consultant capacity in the design, development, and implementation of the statewide voter registration system as required under HAVA which was enacted to improve administration of elections. Section 303(a) requires each state election official implement a single, uniform official, centralized, interactive computerized statewide voter registration list, defined, maintained, and administered at the state level that contains the names and registration information of every legally registered voter in the State. The ability to actively participate and provide input into this Statewide System that will affect every election jurisdiction in the state will prove invaluable to the County.

Implementation of Strategic Plan Goals

Goal 1: OPERATIONAL EFFECTIVENESS: Maximize the effectiveness of processes, structure, and operations to support timely delivery of customer-oriented and efficient public services.

Strategy 2: Service Excellence and Organization Effectiveness: a. Streamline and improve administrative operations and processes; and

Strategy 5: Information Technology: Promote, share and coordinate information technology services, which are cost-effective, reliable, accessible, and secure, to achieve operational improvements and County business goals.

The VoteCal System will integrate with every election management system in the state to provide a single, uniform, interactive computerized Statewide voter registration on every legally registered voter in the State. The system will be defined, maintained, and administered by the SOS. County participation in the project will ensure the needs of Los Angeles County, the largest election jurisdiction in the nation, are addressed and incorporated in the new statewide voter registration system, thereby providing the public and other election jurisdictions with an efficient and effective centralized voter registration system.

FISCAL IMPACT/FINANCING:

In accordance with the Agreement, County will participate in workshops and meetings and discovery sessions and submit staff wages, employee benefits, travel, transportation, and meal expenses to the SOS for HAVA reimbursement up to $37,934.55. The SOS also has a contingency plan in the event that County expenses exceed the contract budgeted amount. At this time, any additional County cost is unknown, however, all County cost will be submitted to SOS for reimbursement.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS:

The Help America Vote Act of 2002 was enacted to improve administration of elections and requires each state election official implement a single, uniform, official, centralized, interactive computerized statewide voter registration list, defined, maintained, and administered at the state level that contains the name and registration information of every legally registered voter in the state. HAVA also designates the responsibility for the system and the administration of federal HAVA funds to the SOS.

The SOS has secured federal HAVA funding to reimburse counties for their participation in implementing the federally required VoteCal system, which replaces the existing CalVoter registration database which was found not in compliance with HAVA by the US Department of Justice in 2005. The State thereafter initiated an interim solution while expediting the VoteCal Project. The SOS will house the official VoteCal database. County election management systems (EMS) will be modified to work directly with VoteCal and counties will continue to use their EMS to process voter registration and manage elections. In a transmittal letter dated November 19, 2009, the SOS, provided the Registrar-Recorder/County Clerk with Agreement Number 09G30349 (Exhibit I to Resolution) for County review and requires a Board Resolution as the authority to enter into the Agreement.

The purpose of the Agreement is to request County participation in VoteCal Project activities such as workshops and meetings to provide project education, transition planning, and assisting the VoteCal project team. In the discovery sessions, County will work closely with the VoteCal system integrator to provide an in depth walkthrough of the planned system design and provide input from County elections and IT staff in advance of final system design. The VoteCal system integrator is also working closely with many of California's EMS vendors. County's participation will represent the interests of California counties throughout the State. The discovery sessions are anticipated to begin in early 2010.

The VoteCal Project will benefit the public and governmental agencies responsible for election activities throughout the state. The SOS will reimburse County for related expenses in accordance to the Agreement, up to $37,934.55 to compensate County in providing subject matter experts for this federally required project. In the event that County exceeds the contract budgeted amount, the SOS has the option to request additional funds from the control agencies and Legislature. All County expenses will be submitted for HAVA reimbursement.

HAVA will also provide funding for any changes required to the County's EMS including County processing and EMS integration to the VoteCal System, upgrades to County infrastructure as necessary, etc. These tasks and any other tasks needed to fully complete the VoteCal Project will be forthcoming in separate agreements from the SOS.

County Counsel and CEO have reviewed and approved this Board letter. County Counsel has reviewed the State's Standard Agreement Number 09G30349 and approved as to form.

CONTRACTING PROCESS

The State of California provided its standard form agreement for County review and acceptance. There was no contracting process. The Agreement is not a Proposition A contract and therefore not subject to the Living Wage Program (County Code Chapter 2.201).

IMPACT ON CURRENT SERVICES (OR PROJECTS):

County participation in the VoteCal Project will provide valuable input in the design and implementation of the statewide voter registration system to benefit voter registration and the election process.

CONCLUSION

Upon adoption of the Resolution, it is requested that the Executive Officer/Clerk of the Board return one adopted stamped copy of the approved Board letter to:

County of Los Angeles
Registrar-Recorder/County Clerk
12400 Imperial Highway, Room 7201
Norwalk, CA 90650
Attention: Ngozi Ume, Manager
Finance & Management Division

Respectfully submitted,

DEAN C. LOGAN
Registrar-Recorder/County Clerk

DCL:DM:NU:rl

Attachments (2)

c: Chief Executive Officer
Acting County Counsel
Executive Officer, Board of Supervisors

Attachment I

RESOLUTION OF THE LOS ANGELES COUNTY BOARD OF SUPERVISORS FOR COUNTY PARTICIPATION IN VOTECAL STATEWIDE VOTER REGISTRATION SYSTEM PROJECT UNDER THE HELP AMERICA VOTE ACT OF 2002

HAVA SECTION 303 STATEWIDE VOTER REGISTRATION LIST

RESOLUTION OF THE LOS ANGELES COUNTY BOARD OF SUPERVISORS FOR COUNTY PARTICIPATION IN VOTECAL STATEWIDE VOTER REGISTRATION SYSTEM PROJECT UNDER THE HELP AMERICA VOTE ACT OF 2002

HAVA SECTION 303 STATEWIDE VOTER REGISTRATION LIST

WHEREAS, the Help America Vote Act (HAVA) of 2002 has been enacted to improve administration of elections and requires each state election official implement a single, uniform, official, centralized, interactive computerized statewide voter registration list, defined, maintained, and administered at the State level that contains the name and registration information of every legally registered voter in the State.

WHEREAS, the Secretary of State has been delegated the responsibility for the administration of federal HAVA funds in Title I, Section 101; and

WHEREAS, the Secretary of State has established procedures to allocate federal HAVA funds to California counties to assist county in complying with the requirements of Section 303 (a) of the Help American Vote Act of 2002 (P.L. 107-252), subject to the provisions of the state agreement and all requirements of state and federal law, regulations and procedures.

NOW, THEREFORE, BE IT RESOLVED that the Los Angeles County Board of Supervisors:

1. Approves the County's participation in the VoteCal Statewide Voter Registration System Project to be funded from the federal Help America Vote Act of 2002; and

2. Certifies the County understands the assurances and certification in the Agreement with the State of California which is attached and incorporated herein as Exhibit 1; and

3. Certifies the County has reviewed and understands the participation and cost reimbursement requirements and procedures; and

4. Appoints the Registrar-Recorder/County Clerk, or his designee, as agent to conduct all current and future negotiations, execute and submit all documents, including, but not limited to applications, State of California Standard Agreement with attachments, payment requests and so on, which may be necessary for the completion of the VoteCal Statewide Voter Registration System Project subject to County Counsel review and approval.

The foregoing resolution was on the 19th day of January, 2010, adopted by the Board of Supervisors of the County of Los Angeles and ex-officio the governing body of all other special assessment and taxing districts, agencies and authorities for which said Board so acts.

SACHI HAMAI
Executive Officer of the Board of Supervisors
of the County of Los Angeles

By _____
Deputy

APPROVED AS TO FORM:

ROBERT E. KALUNIAN
Acting County Counsel

By _____
Judy Whitehurst
Principal Deputy County Counsel

Attachment II

STATE OF CALIFORNIA
STANDARD AGREEMENT NUMBER 09G30349

STANDARD AGREEMENT
STD 213 (Rev 06/03)

AGREEMENT NUMBER
09G30349
REGISTRATION NUMBER

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

STATE AGENCY'S NAME
Secretary of State

CONTRACTOR'S NAME
Los Angeles County

2. The term of this Agreement is: January 1, 2010 or upon approval by Dept. of General Service, if required, whichever is later **through** December 31, 2011.

3. The maximum amount of this Agreement is: $37,934.55
Thirty-seven thousand nine hundred thirty-four dollars and fifty-five cents

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

Exhibit A – Scope of Work	4 pages
Exhibit B – Budget Detail and Payment Provisions	3 pages
Exhibit C* – General Terms and Conditions	GTC-307
Check mark one item below as Exhibit D:	
[X] Exhibit - D Special Terms and Conditions (Attached hereto as part of this agreement)	2 pages
[ ] Exhibit - D* Special Terms and Conditions	
Exhibit E – Additional Provisions	2 pages
Exhibit F – County Resolution	page(s)
Exhibit G – Contractor HAVA Activity Report	1 pages

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

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

CONTRACTOR

CONTRACTOR'S NAME *(if other than an individual, state whether a corporation, partnership, etc.)*
Los Angeles County

BY *(Authorized Signature)* — DATE SIGNED *(Do not type)*: 1-20-10

PRINTED NAME AND TITLE OF PERSON SIGNING
Dean Logan, Registrar - Recorder/County Clerk

ADDRESS
P.O. Box 1024
Norwalk, CA 90651-1024

STATE OF CALIFORNIA

AGENCY NAME
Secretary of State

BY *(Authorized Signature)* — DATE SIGNED *(Do not type)*:

PRINTED NAME AND TITLE OF PERSON SIGNING
Dora Mejia, Chief, Management Services

ADDRESS
1500 11th Street, Sacramento, CA 95814

California Department of General Services Use Only

EXHIBIT A
SCOPE OF WORK

A. NAME OF PROJECT

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

B. PURPOSE OF AGREEMENT

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

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

Secretary of State (SOS), requests County participation in the following activities:

1. Workshops and Meetings. Attendance and participation in informational workshops and advisory meetings conducted as necessary for the purposes of project education, transition planning, and assisting the VoteCal project team. Meetings will be scheduled by the VoteCal Project Manager as needed. For the workshops and meetings involving travel, VoteCal will reimburse County, as specified in Section D, paragraph 1 below.

2. Discovery Sessions. In order to effectively manage county input into the VoteCal design, the Secretary of State (SOS), with input from the California Association of Clerks and Elections Officials (CACEO), will select counties to represent all California counties in VoteCal "Discovery" sessions. Participants will be expected to represent the interests of California counties similar to their own, not just the needs of their specific county. Los Angeles County is one of the counties selected to participate in Discovery sessions. These sessions have been designed by the VoteCal systems integrator to provide a more in-depth walkthrough of the planned system design and to gather comments and questions from county-level elections and IT staff in advance of final systems design. Although not anticipated at this time, participants may be asked to review project material in preparation for the Discovery sessions. Discovery Sessions will be three (3) days each week for five (5) weeks. Sessions will start in the first quarter of 2010. Experience in the county's elections program or in its elections-related IT systems are the only required skill sets. Selected participants must be able to travel overnight. For the Discovery sessions, VoteCal will reimburse selected counties as specified in Section D, paragraph 2 below.

   As a condition of participation, County's employee(s) will be expected to comply with all SOS and VoteCal Project policies related to confidentiality, privacy, use of the Internet and e-mail, sexual harassment, and political activities. The VoteCal Project Director will be the project contact for any questions about the participation of the County's employee(s) on the VoteCal Project.

3. VoteCal System Training. County will assign their elections staff to participate in regionally- based training sessions to learn the VoteCal system. The VoteCal Project currently estimates training will consist of one (1) training day per staff member provided on the same day in two 3-hour sessions. This training approach is subject to change. For the regional VoteCal training sessions, VoteCal will reimburse County as specified in Section D, paragraph 3 below.

EXHIBIT A
SCOPE OF WORK

4. EMS Modification Training. County will assign their elections staff to participate in local training sessions conducted by their elections management system (EMS) provider to learn about VoteCal-mandated modifications to the County's EMS. For the EMS training sessions, VoteCal will reimburse County as specified in Section D, paragraph 4 below.

5. Data Conversion, Correction and Verification and VoteCal Implementation. County will assign their elections staff to participate in data format and accuracy validation activities prior to upload of County data to the centralized statewide database. Activities will likely include reviewing data samples for data format, accuracy and other errors that might occur when County data is migrated into the VoteCal-compliant database structure; correcting these errors; and revalidating final versions of County data. The current data conversion approach expects County to assign staff full time for approximately 15 days and ½ time for approximately 15 days (30 days total). County may also have to make some modifications to their in-house procedures to accommodate VoteCal-required changes. VoteCal will reimburse County as specified in Section D, paragraph 5 below.

6. Pilot Testing and Implementation. In order to ensure the VoteCal system and VoteCal's training, conversion and implementation approaches are appropriate to small, medium and large counties across California, selected counties undergoing local elections will be invited to act as pilot counties for the VoteCal system. If County is selected as a pilot, County will implement a compliant version of their EMS system; conduct conversion, validation and verification of County data; and receive training on the system and associated business procedures. Pilot counties will begin using the VoteCal system as their production system in a designated election in advance of other California counties. Counties participating in the pilots will have the opportunity to help refine training and implementation procedures for the statewide rollout. VoteCal will reimburse County as specified in Section D, paragraph 6 below.

C. PROJECT CONTACTS

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

For County:	For State:
Dean Logan, Registrar - Recorder/County Clerk P.O. Box 1024 Norwalk, CA 90651-1024	Maria Harris, Contract Administrator Secretary of State Contract Services 1500 11th Street Room 460 Sacramento, CA 95814
Phone: (562) 466-1310 Fax: (562) 929-4790	(916) 653-5974

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

For County:	For State:
Dean Logan, Registrar - Recorder/County Clerk P.O. Box 1024 Norwalk, CA 90651-1024	Roxanne Moger, VoteCal Project Contract Manager California Secretary of State 1500 11th Street Sacramento, CA 95814
Phone: (562) 466-1310 Fax: (562) 929-4790	(916) 653-6113

EXHIBIT A
SCOPE OF WORK

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

For County:	For State:
Dean Logan, Registrar - Recorder/County Clerk P.O. Box 1024 Norwalk, CA 90651-1024	Mary Winkley, CIO and VoteCal Project Director California Secretary of State 1500 11th Street Sacramento, CA 95814
Phone: (562) 466-1310 Fax: (562) 929-4790	(916) 654-8365

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. Workshops and Meetings. For workshops and meetings, County will be reimbursed the reasonable cost of transportation to and from the VoteCal workshops or meetings. Rates for transportation expenses may not exceed the rates and conditions established by the California Department of Personnel Administration (DPA) or the normal county reimbursement rate, whichever is lower. Funds allocated for mileage reimbursement for workshop and meeting attendance may not exceed $468 cumulatively for contract duration.

   VoteCal will not pay meal expenses or wages for county participation in informational workshops or meetings.

2. Discovery Sessions. For Discovery sessions, County will be reimbursed the reasonable cost of "fully loaded" staff time (inclusive of payroll taxes and benefit expenses) for the county staff participating in the VoteCal Discovery sessions. Such reimbursement will be at the employee's normal hourly rate or prorated salary, plus benefit expenses and payroll taxes for the actual hours participating in VoteCal Discovery sessions.

   County will be reimbursed the cost for travel and meal expenses for county staff participating in VoteCal Discovery sessions. Reimbursement for travel and meal expenses may not exceed the rates and conditions established by the California Department of Personnel Administration (DPA) or the normal county reimbursement rate, whichever is lower.

   Total reimbursement for participation in VoteCal Discovery sessions may not exceed $37,466.55.

3. VoteCal Training. For VoteCal system training, County will be reimbursed the reasonable cost of "fully loaded" staff time (inclusive of payroll taxes and benefit expenses) for the county staff participating in VoteCal training sessions. Such reimbursement will be at the employee's normal hourly rate or prorated salary plus benefits for the actual hours participating in VoteCal training sessions.

   Should authorized travel expenses be incurred, reimbursement for travel and meal expenses may not exceed the rates and conditions established by the California Department of Personnel Administration (DPA) or the normal county reimbursement rate, whichever is lower. All travel and meal expenses must be substantiated with original written receipts.

   If the training approach is modified to conduct VoteCal and EMS training conjointly, County will be reimbursed as stated above for attendance at joint training sessions.

4. EMS Training. For the EMS training sessions, County will be reimbursed for the reasonable cost of "fully loaded" staff time (inclusive of payroll taxes and benefit expenses) for the county staff participating in VoteCal-related EMS training sessions. Such reimbursement will be at the employee's normal hourly rate or prorated salary plus benefits for the actual hours participating in VoteCal-related EMS training sessions.

EXHIBIT A
SCOPE OF WORK

Should authorized travel expenses be incurred, reimbursement for travel and meal expenses may not exceed the rates and conditions established by the California Department of Personnel Administration (DPA) or the normal county reimbursement rate, whichever is lower. All travel and meal expenses must be substantiated with original receipts.

If the training approach is modified to conduct VoteCal and EMS training conjointly, County will be reimbursed as stated above for attendance at the joint session.

5. Data Conversion, Correction and Verification and VoteCal Implementation. For County data conversion, correction and verification activities and for the development and implementation of modified business processes, County will be reimbursed the reasonable cost of "fully loaded" staff time (inclusive of payroll taxes and benefit expenses) for County staff participating in these activities. Such reimbursement will be at the employee's normal hourly rate or prorated salary plus benefits for the actual hours participating in these activities. No travel is anticipated for these activities.

6. Pilot Testing and Implementation. If County is selected to participate in the VoteCal Pilot, County will be reimbursed for the reasonable cost of "fully loaded" staff time (inclusive of payroll taxes and benefit expenses) for County staff participating in these activities. Such reimbursement will be at the employee's normal hourly rate or prorated salary plus benefits for the actual hours participating in these activities. No travel is anticipated for these activities.

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

EXHIBIT B
BUDGET DETAIL AND PAYMENT PROVISIONS

BUDGET DETAIL AND PAYMENT PROVISIONS

1. **Invoicing and Payment**

   A. For services satisfactorily rendered, and upon receipt and approval of the invoices submitted with supporting documentation, the State agrees to compensate the County for actual expenditures incurred in accordance with the rates specified herein, which is attached hereto and made a part of this Agreement.

   B. Invoices shall include the Agreement Number and shall be submitted in triplicate not more frequently than monthly in arrears to:

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

2. **Budget Contingency Clause**

   A. It is mutually agreed that if the Budget Act or a HAVA Spending Plan or Spending Plan amendment of the current year and/or 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 County or to furnish any other considerations under this Agreement and County shall not be obligated to perform any provisions of this Agreement.

   B. If funding for any fiscal year is reduced or deleted by the Budget Act or a HAVA Spending Plan or Spending Plan amendment for purposes of this program, the State shall have the option to either cancel this Agreement with no liability occurring to the State, or offer an agreement amendment to County to reflect the reduced amount.

   C. 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.

      1. 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.

      2. Basis of Claims

         Subject to the provisions of Paragraph 5 below related to the applicability of OMB Circular A-87, all claims for HAVA funds under this program must be based on invoices submitted by County. All invoices or agreements that are the subject of any claims must relate directly to expenditures authorized pursuant to Paragraph D ('Use of Funds') of Exhibit A 'Scope of Work'.

EXHIBIT B
BUDGET DETAIL AND PAYMENT PROVISIONS

3. 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:

A. Contain a cover sheet that gives the contract number and summarizes each expenditure made by the categories set forth in Paragraph D of Exhibit A "Scope of Work";

B. Include the total amount of the claim;

C. Include the hourly wage or monthly salary of any employee for which a claim is made for their salaries;

D. Include signed HAVA Activity Reports (aka, "HAVA timesheet", see sample which is Exhibit G) for each employee for whom reimbursement for time is being claimed. HAVA timesheet must show both VoteCal and non-VoteCal hours for the time period being claimed, per OMB Circular A-87, A-102, and A-133.

E. Provide receipts for all travel, accommodation, and meal expenses for which County is seeking reimbursement. VoteCal will reimburse only for allowable expenses as described in Exhibit A that are supported by expense receipts.

4. Application Of OMB Circulars A-87, A-102, and A-133 and their respective Amendments

OMB Circulars A-87, A-102 and A-133 and their respective amendments incorporated herein by reference, to the extent applicable, shall govern with respect to all aspects of this program. These OMB Circulars may be found at http://www.whitehouse.gov/omb/circulars.

5. 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.

6. Deadline For Submitting Claims

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

7. Multiple Claims

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

8. Documentation To Be Submitted

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 the cited OMB Circulars.

EXHIBIT B
BUDGET DETAIL AND PAYMENT PROVISIONS

9. Order Of Processing

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

10. Work Outside Of The Scope Of Work

    Counties are not permitted to be paid for work outside the documented scope of work.

EXHIBIT C
GENERAL TERMS AND CONDITIONS

GENERAL TERMS AND CONDITIONS

PLEASE NOTE: This page will not be included with the final agreement. The General Terms and Conditions will be included in the agreement by reference to Internet site: http://www.ols.dgs.ca.gov/Standard%20Language/default.htm.

EXHIBIT D
SPECIAL TERMS AND CONDITIONS

SPECIAL TERMS AND CONDITIONS

A. AUDITING

1. Any recipient of federal funds to meet the Help America Vote Act requirements agrees to be audited pursuant to federal and state law. Accordingly, all documents and electronic files must be produced upon request by the auditors. CFDA Number for this contract is 90.401. The audit may include a review of all books, papers, accounts, documents, or other records of County as they relate to any HAVA funds. County shall also provide access to all employees having knowledge of the HAVA funds program to assist the auditor. County shall provide a copy of any document, paper, or electronic record requested by the auditor.

2. OMB Circular A-133 ("Audits of States, Local Governments, and Non-Profit Organizations"), OMB Circular A-102, 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;

3. 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.

4. 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;

5. 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.

6. 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.

B. GENERAL PROVISIONS

1. HAVA funds can only be used for the purposes for which the HAVA funds are made;

2. No portion of any HAVA funds shall be used for partisan political purposes. All County staff providing services are required to sign an agreement (see Exhibit E), to abide by the Secretary of States' policy to refrain from engaging in political activities that call into question the impartiality of the Secretary of State's Office. County is to submit a copy of the agreement signed by each employee of County who worked for County pursuant to this Agreement with the County's first invoice.

EXHIBIT D
SPECIAL TERMS AND CONDITIONS

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.

4. Funds not claimed by County within 90 days of the end date of this contract , or any funds claimed by a county that are not approved for use by the Secretary of State within 180 days of the end date of this contract, shall revert to the Secretary of State for HAVA Section 303(a)-related expenses.

5. 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.

6. 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.

7. Pursuant to federal policy, Agreement may be terminated by the State with 30-day written notice to County.

8. 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.

9. 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.

10. Pursuant to federal law, by signing this agreement or execution of this purchase order the SOS 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 SOS 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.

EXHIBIT E
ADDITIONAL PROVISIONS

ADDITIONAL PROVISIONS

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, is as follows:

A. 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. 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.

B. 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 Secretary of State political campaign-related meetings in state office space, even if after normal working hours.

C. 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.

D. 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).

E. 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.

F. 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.

G. No employee of or contractor with the Secretary of State's Office may display political campaign-related buttons, posters, or similar materials in areas visible to individuals who are in public areas of the Secretary of State's Office; nor may an employee of or contractor with the Secretary of State's Office display political campaign-related posters or other materials on windows facing out of the state office building.

EXHIBIT E
ADDITIONAL PROVISIONS

H. 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.

I. 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.

J. 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 Secretary of State 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. 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 your contract manager.

EXHIBIT G
SAMPLE HAVA TIMESHEET

STATE OF CALIFORNIA - SECRETARY OF STATE

SECRETARY OF STATE

CONTRACTOR HAVA ACTIVITY REPORT

NAME of CONTRACTOR STAFF	COMPANY NAME	Location	HAVA Coordinator's Approval
Contract Number:	Location (Sacramento/LA/Both) Sacramento		

HAVA ACTIVITY HOURS

PROGRAM TIME REPORTING

	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	DELIVERABLE NAME	Amount in Dollars	
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SUM

SIGNATURE OF CONTRACTOR	DATE	SIGNATURE OF PROJECT DIRECTOR	DATE