COUNTY OF LOS ANGELES
REGISTRAR-RECORDER/COUNTY CLERK
12400 IMPERIAL HWY. – P.O. BOX 1024, NORWALK, CALIFORNIA 90651-1024

CONNY B. McCORMACK
Registrar-Recorder/County Clerk

December 6, 2005

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

Dear Supervisors:

APPLY FOR FEDERAL REIMBURSEMENT FUNDS UNDER THE HELP AMERICA VOTE ACT (HAVA) TO IMPLEMENT THE ELECTION ASSISTANCE FOR INDIVIDUALS WITH DISABILITIES (EAID) GRANT (ALL DISTRICTS) (3 VOTES)

IT IS RECOMMENDED THAT YOUR BOARD:

1. Adopt the attached resolution authorizing the Registrar-Recorder/County Clerk (RR/CC) to apply for federal reimbursement funds under Help America Vote Act (HAVA) Section 261.

2. Delegate authority to the RR/CC or her designee to conduct all negotiations and execute the State of California Standard Agreement with attachments and payment requests that may be necessary for the completion of the aforementioned project.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION:

The purpose of the recommended action is to authorize the RR/CC to apply for Los Angeles County's allocation of federal HAVA Section 261 reimbursement grant funds to improve accessibility to and participation in the elections process for individuals with the full range of disabilities in accordance with the requirements of HAVA passed in October 2002.

The California Secretary of State allocated HAVA grant funds to counties based on an eligibility formula with the maximum amount of the grant award determined by the number of eligible voters per county as reported in the most recent Secretary of State's Report of Registration. Using these criteria, Los Angeles County is eligible for a maximum amount of $851,618.54 in grant funds which must be fully expended by June 30, 2007. These funds are in addition to the grant funds available to upgrade voting systems.

USE OF FUNDS

Any funds received pursuant to this program shall be used by the County in accordance with the provisions and requirements of the program and the signed Agreement with the State. The provisions of that Agreement will allow expenditures in one or more of the following areas:

1) Polling Place Accessibility - Funds may be used 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;

2) Equal Opportunity - Provide the same opportunity for access and participation (including privacy and independence) to individuals with the full range of disabilities as for other voters;

3) Accessibility Training - Training for 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; and

4) Access Information - Provide individuals with the full range of disabilities with information about the accessibility of polling places.

All program costs will be fully off-set by federally funded HAVA revenue. There is no net County cost to application or acceptance of these grant funds.

Implementation of Strategic Plan Goals:

The recommended action supports the County's Strategic Plan as follows:

Goal No. 1: Service Excellence: To reliably and consistently provide the registered voters of Los Angeles County with easy access to critical election services and information.

Goal No. 4: Fiscal Responsibility: Strengthen the County's fiscal capacity by effectively applying for and managing available grant resources.

Goal No. 6: Community Services: Improve the quality of life for residents of Los Angeles County's unincorporated communities by offering a wide range of Department coordinated services responsive to each community's specific needs.

FISCAL IMPACT/ FINANCING:

Approval of the recommended action will allow Los Angeles County to apply for $851,618.54 in federal funds to implement HAVA Section 261 and will not increase net County cost.

FACTS AND PROVISIONS/LEGAL REQUIREMNETS:

The Help America Vote Act (HAVA) of 2002 federally mandates certain voting standards and improvements be implemented. The HAVA EAID grant will provide funds to Los Angeles County to meet those federal mandates.

IMPACT ON CURRENT SERVICES (OR PROJECTS):

Approval of the recommended actions will allow the RR/CC to enhance voter services by improving accessibility to and participation in the elections process for individuals with disabilities.

Respectfully submitted,

Conny B McCormack
RH

CONNY B. McCORMACK
Registrar-Recorder/County Clerk

CMC: DM: sr

Attachments

c: Chief Administrative Office
County Counsel

RESOLUTION OF THE LOS ANGELES COUNTY BOARD OF SUPERVISORS

APPROVING THE APPLICATION FOR FUNDS

UNDER THE HELP AMERICA VOTE ACT (HAVA) OF 2002

LOS ANGELES COUNTY APPLICATION FOR HAVA FUNDING

WHEREAS, the Help America Vote Act of 2002 has been enacted to improve the election administration, specifically to conduct and improve polling place accessibility in EAID Grant, Section 261;

WHEREAS, the Secretary of State has been delegated the responsibility for the administration of the Help America Vote Act of 2002 and EAID Grant, Section 261 specifically, setting up necessary procedures; and

WHEREAS, the Secretary of State has established procedures to require counties to certify by resolution approval of the application process before the submission of said application to the Secretary of State;

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

1. Approves the filing of an application for assistance for the above project to be funded from the Help America Vote Act of 2002 EAID Grant, Section 261;

   and

2. Certifies the County understands the assurances and certification in the application form; and

3. Certifies the County has reviewed and understands the application and procedures which are attached and incorporated here by reference; and

4. Appoints the Registrar-Recorder/County Clerk or her designees as agent 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 aforementioned project.

The foregoing resolution was on the day of _____, 2005 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.

VIOLET VARONA-LUKENS, Executive
Officer-Clerk of the Board of Supervisors
Of the County of Los Angeles

By: _____
Deputy

APPROVED AS TO FORM

RAYMOND G. FORTNER, JR.
County Counsel

By: _____
JUDY WHITEHURST
Senior Deputy County Counsel

STATE OF CALIFORNIA

STANDARD AGREEMENT

STD 213 (Rev 06/03)

AGREEMENT NUMBER
05GREAID19
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: September 9, 2005 through June 30, 2007

3. The maximum amount of this Agreement is: $ 851,618.54
Eight hundred fifty one thousand six hundred eighteen dollars and fifty four cents

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

Exhibit A – Scope of Work	4 pages
Exhibit B – Budget Detail and Payment Provisions	3 pages
Exhibit C* – General Terms and Conditions	GTC-304
Check mark one item below as Exhibit D:	
[X] Exhibit - D Special Terms and Conditions (Attached hereto as part of this agreement)	3 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	California Department of General Services Use Only
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)	
PRINTED NAME AND TITLE OF PERSON SIGNING Conny McCormack, Registrar-Recorder/County Clerk	
ADDRESS PO 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	☒ Exempt per: SAM 1215
ADDRESS 1500 11th Street, Sacramento, CA 95814	

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 Los Angeles ("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: Deborah Wright

   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 $851,618.54, 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 H, 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

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;

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.