

**Sierra County
Board of Supervisors'
Agenda Transmittal &
Record of Proceedings**

MEETING DATE: January 22, 2019	TYPE OF AGENDA ITEM: <input type="checkbox"/> Regular <input type="checkbox"/> Timed <input checked="" type="checkbox"/> Consent
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DEPARTMENT: Elections
APPROVING PARTY: Heather Foster, Clerk-Recorder/Registrar of Voters
PHONE NUMBER: 530-289-3295

AGENDA ITEM: Resolution approving the contract between the County of Sierra and the California Secretary of State known as the "Voting System Replacement Contract 2018.

SUPPORTIVE DOCUMENTS ATTACHED: Memo Resolution Agreement Other

BACKGROUND INFORMATION: The legislature passed Assembly Bill 1824 which provides counties with state funds to reimburse counties for voting system replacement activities subject to the provisions of the proposed agreement and all requirements of state and federal law, regulations and procedures. These funds require matching county funds on a dollar-for-dollar basis. I am not currently seeking to replace the county's voting system, however should the opportunity arise a separate request to allocate matching funds will be made to the Board prior to purchasing or spending any county funds on voting system replacement activities.

FUNDING SOURCE: AB 1824 STATE REIMBURSEMENT FUNDS
GENERAL FUND IMPACT: No Additional General Fund Impact
OTHER FUND:
AMOUNT: \$43,000 N/A

ARE ADDITIONAL PERSONNEL REQUIRED?
 Yes, -- --
 No

IS THIS ITEM ALLOCATED IN THE BUDGET? Yes No
IS A BUDGET TRANSFER REQUIRED? Yes No

SPACE BELOW FOR CLERK'S USE

BOARD ACTION: <input type="checkbox"/> Approved <input type="checkbox"/> Approved as amended <input type="checkbox"/> Adopted <input type="checkbox"/> Adopted as amended <input type="checkbox"/> Denied <input type="checkbox"/> Other <input type="checkbox"/> No Action Taken	<input type="checkbox"/> Set public hearing For: _____ <input type="checkbox"/> Direction to: _____ <input type="checkbox"/> Referred to: _____ <input type="checkbox"/> Continued to: _____ <input type="checkbox"/> Authorization given to: _____	Resolution 2019- _____ Agreement 2019- _____ Ordinance _____ Vote: Ayes: Noes: Abstain: Absent: <input type="checkbox"/> By Consensus
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COMMENTS:

CLERK TO THE BOARD _____ DATE _____

BOARD OF SUPERVISORS, COUNTY OF SIERRA, STATE OF CALIFORNIA

**RESOLUTION APPROVING SIERRA COUNTY ENTERING INTO AN AGREEMENT
WITH THE SECRETARY OF STATE KNOWN AS THE VOTING SYSTEM
REPLACEMENT CONTRACT 2018**

Resolution 2019-

WHEREAS, the legislature passed Assembly Bill 1824 which requires the Secretary of State to use funds appropriated to him or her in the Budget Act of 2018 for voting system replacement to award contracts to counties that would reimburse counties for funds spent by the counties on voting system replacement activities; and

WHEREAS, Sierra County will enter into an agreement with the Secretary of State to receive the maximum grant amount of \$43,000 for participating in activities outlined in the proposed Agreement No. 18G30146, Sierra County Agreement No. 2019-

NOW, THEREFORE, BE IT RESOLVED that the Sierra County Board of Supervisors, County of Sierra, State of California does:

1. Approves the execution of an agreement between the County of Sierra and the Secretary of State to receive voting system replacement funds; and
2. Authorizes the County Clerk to conduct all negotiations, execute and submit all documents including, but not limited to, payment requests for reimbursement of authorized expenditures under said agreement.

ADOPTED by the Board of Supervisors of the County of Sierra on the 5th day of February, 2019, by the following vote:

AYES: Supervisors
NOES: None
ABSTAIN: None
ABSENT: None

COUNTY OF SIERRA

PAUL ROEN, CHAIRMAN
BOARD OF SUPERVISORS

ATTEST:

APPROVED AS TO FORM:

HEATHER FOSTER
CLERK TO THE BOARD

DAVID PRENTICE
COUNTY COUNSEL

STANDARD AGREEMENT

STD 213 (Rev. 10/2018)

AGREEMENT NUMBER

18G30146

PURCHASING AUTHORITY NUMBER (if applicable)

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

CONTRACTING AGENCY NAME

Secretary of State

CONTRACTOR NAME

Sierra County

2. The term of this Agreement is:

START DATE

February 1, 2019 or upon approval by Dept. of General Services, if required, whichever is later

THROUGH END DATE

June 30, 2021

3. The maximum amount of this Agreement is:

\$ 43,000.00

Forty three thousand 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	4 pages
Exhibit B	Budget Detail and Payment Provisions	3 pages
Exhibit C *	General Terms and Conditions	GTC 04/2017
Exhibit D	Special Terms and Conditions (Attached hereto as part of this Agreement)	2 pages
Exhibit E	Additional Provisions	2 pages
Exhibit F	County Resolution	pages
Exhibit G	Contractor Voting System Replacement 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.dgs.ca.gov/ols/resources/standardcontractlanguage.aspx***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.)

Sierra County

CONTRACTOR BUSINESS ADDRESS

P.O. Drawer D

CITY

Downieville

STATE

CA

ZIP

95936-0398

PRINTED NAME OF PERSON SIGNING

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

Shannon Kauffman

TITLE

Business Operations Manager

CONTRACTING AGENCY AUTHORIZED SIGNATURE

DATE SIGNED

CALIFORNIA DEPARTMENT OF GENERAL SERVICES APPROVAL

EXEMPTION, IF APPLICABLE

Gov Code § 14616

**EXHIBIT A
(Standard Agreement)**

SCOPE OF WORK

A. NAME OF PROGRAM

This program shall be known as "Voting System Replacement Contract 2018."

B. PURPOSE OF AGREEMENT

The purpose of this Agreement is to provide the counties within the state of California, as appropriated by Assembly Bill 1824, Chapter 38 (Stats.2018), (Voting System Replacement Contracts), pursuant to California Elections Code sections 19400 and 19402, administered by the Secretary of State, with state funds to reimburse counties for voting system replacement activities subject to the provisions of this Agreement and all requirements of state and federal law, regulations and procedures. Counties who receive the reimbursement of funds under this agreement are subject to the following:

1. Counties may seek reimbursement for payments made pursuant to a purchase agreement, lease agreement, or other contract made after April 29, 2015.
2. The funded activities must belong to one or more of the categories outlined below in Section E – USE OF FUNDS.
3. If a county uses funding provided to it for activities described below in Section E – USE OF FUNDS, #8, and those activities do not result in a voting system certified by the Secretary of State to comply with the California Voting Systems Standards by July 1, 2023, the county shall return the state funding provided for those activities to the State. If the county does not return the funding by June 30, 2024, the State Controller shall withhold any payment to the county in an equivalent amount, as directed by the California Department of Finance.
4. Any voting system purchased or leased by a county for which the county seeks reimbursement from the Secretary of State pursuant to this Agreement and that does not require a voter to directly mark a ballot, must produce a paper version or representation of the voted ballot or of all of the ballots cast on a unit of the voting system. The paper version shall not be provided to the voter but shall be retained by elections officials for use during the one percent manual tally described in Elections Code Section 15360, or any recount, audit, or contest.

C. PROJECT CONTACTS

The program representatives during the term of Agreement will be:

- a. For County: **Heather Foster (530) 289-3295**
- b. For State: **Kathryn Chaney (916) 695-1657**

EXHIBIT A
(Standard Agreement)

D. MATCHING FUNDS

Counties may seek reimbursement where the county has spent matching county funds on voting systems replacement activities on a dollar-for-dollar basis, up to the maximum amount of funds allocated for the contract. Matching funds may also include federal funds such as Help America Vote Act (HAVA). **State funds**, such as Voting Modernization Bond Act of 2002 (VMB) **may not** be used as matching funds.

E. USE OF FUNDS

Any Voting Systems Replacement Contract 2018 funds received pursuant to this program shall be used by County only for one or more of the following purposes:

1. New voting systems that have been certified or conditionally approved pursuant to the California Voting Systems Standards (CVSS).
2. Electronic poll books certified by the Secretary of State.
3. Ballot on demand systems certified by the Secretary of State.
4. Vote by mail ballot drop boxes that comply with any applicable regulations adopted by the Secretary of State, including California Code of Regulations (CCR) Title 2, Division 7, Chapter 3, sections 20130-20138.
5. Remote accessible vote by mail systems certified or conditionally approved by the Secretary of State.
6. Telecommunication technologies to facilitate electronic connection, for the purpose of voter registration, between polling places, vote centers, and the office of the county elections official or the Secretary of State's office.
7. Vote by mail ballot sorting and processing equipment.
8. Research and development of a new voting system using only nonproprietary software and firmware with disclosed source code that have not been certified or conditionally approved by the Secretary of State, but that would result in a voting system certified by the Secretary of State to comply with the California Voting Systems Standards, in addition to the following:
 - Manufacturing of the minimum number of voting system units reasonably necessary for either of the following purposes:
 - Testing and seeking administrative approval for the voting system pursuant to Section 19210 to 19214, inclusive.
 - Testing and demonstrating the capabilities of the voting system in a pilot program pursuant to paragraph (2) of subdivision (b) and subdivision (c) of Section 19209.

EXHIBIT A
(Standard Agreement)

F. County shall not submit any claim for payment or reimbursement and shall not be entitled to receive payment or reimbursement from State of Voting System Replacement Contract 2018 funds for:

1. The cost of purchasing any motored vehicle;
2. The cost of leasing for more than thirty (30) days of any motored vehicle;
3. The cost of purchasing any real property;
4. The cost of leasing any real property;
5. The cost of promotional items and memorabilia;
6. General purpose equipment, including but not limited to, office equipment and furnishings; modular furniture; telephone networks and component parts that are not for the explicit use of facilitating electronic connections as defined above in Section E – USE OF FUNDS, #6 of this document; and reproduction and printing equipment that is not a component of a voting system, ballot on demand system, or electronic poll book system;
7. General office supplies;
8. Any indirect rate or overhead costs distributed to county administrative support services.

G. DISPOSAL OR SALE OF EQUIPMENT PURCHASED WITH VOTING SYSTEM REPLACEMENT CONTRACT FUNDING

If a county elections officials disposes of voting systems or voting equipment purchased with Voting System Replacement Contract funding:

1. No pre-approval or permission is required by the Secretary of State.
2. Sales should conform to county purchasing procedures. If those do not exist, counties should rely on the State Administrative Manual (SAM Chapter 8600).
3. A solid audit trail should be maintained and include the following:
 - a. All information relevant to valuation.
 - b. Documentation relevant to the source of funding used for the original purchase of the equipment being sold or disposed of.

EXHIBIT A
(Standard Agreement)

- c. Information relevant to the actual sale or disposition, including the date, amount of the actual sale, which equipment was involved (description and inventory numbers) and receipts.
4. Prior to disposing or selling of any voting system or portion thereof, ensure the equipment is formatted so there is no software or firmware remaining on the equipment. All equipment should be taken back to a condition where it is solely a non-functioning piece of hardware.

**EXHIBIT B
(Standard Agreement)**

BUDGET DETAIL AND PAYMENT PROVISIONS

1. Invoicing and Payment

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

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

Invoices may be submitted via email to AccountsPayable@sos.ca.gov. Please contact Accounts Payable at (916) 653-9165 for any further questions regarding invoices.

2. Budget Contingency Clause

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

3. 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.

4. Failure to Properly Claim Maximum Amount of Voting System Replacement Contract 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.

5. Basis of Claims

Subject to the provisions of Paragraph #9 below, all claims for Voting System Contract Replacement Funds under this program must be based on invoices submitted by the County. All invoices or Agreements that are the subject of any claims must relate directly to expenditures authorized pursuant to Exhibit A – SCOPE OF WORK, Section E – USE OF FUNDS.

**EXHIBIT B
(Standard Agreement)**

6. 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 face sheet that summarizes each expenditure made by the categories set forth in Exhibit A – SCOPE OF WORK, Section E – USE OF FUNDS;
- B. Include the total amount of the claim;
- C. Identify whether additional claims are expected to be submitted;
- D. Include the hourly charge of any contractor for which a claim is made for their time;
- E. Include signed Contractor Activity Reports, please see sample, which is Exhibit G - CONTRACTOR VOTING SYSTEM REPLACEMENT ACTIVITY REPORT, for each employee and contractor's employee for whom reimbursement for time is being claimed. (Vendors who receive payment from Voting System Replacement Contract funds are required to submit timesheets for any work paid for as time and materials); and
- F. Include a copy of the contract, 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.

7. Retroactive Payments

Counties may claim reimbursement for expenses and activities permissible under the terms of this Agreement that occur after April 29, 2015, and before June 30, 2021.

8. Payments of Claims

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

9. Deadline for Submitting Claims

The deadline for submitting any claim under this program is 30 (thirty) days after the expiration date of this Agreement.

10. Multiple Claims

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

11. Documentation to be Submitted

- A. Each claim shall include a cover page that identifies the activity or service in Exhibit A – SCOPE OF WORK and a summary sheet that includes the dollar amount associated with each activity or service for which funds are being sought. Each claim shall also include originals or true copies of all documentation of the payment for which reimbursement is sought, and of the purchase agreement, lease agreement, or other contract pursuant to which the reimbursed payment was made.

**EXHIBIT B
(Standard Agreement)**

- B. The county shall certify to the Secretary of State the source and amount of match funding, including supporting documentation of the source of funding such as a statement of account.
- C. If applicable, approval by the County Board of Supervisors, along with the appropriate County Resolution will be required.

12. Order of Processing

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

**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 (GTC 04/2017) will be included in the agreement by reference to Internet site: www.dgs.ca.gov/ols/resources/standardcontractlanguage.aspx

**EXHIBIT D
(Standard Agreement)**

SPECIAL TERMS AND CONDITIONS

A. AUDITING

1. Receipt of Voting System Replacement funds by County indicates agreement, to be reimbursed by the Secretary of State, by first providing matching funds spent on voting system replacement activities described in Exhibit A – SCOPE OF WORK, Section E – USE OF FUNDS, on a dollar-for-dollar basis, up to a maximum amount of funds allocated for the contract, as allocated per county.
2. County shall maintain records in a manner that:
 - a. Accurately reflects fiscal transactions with necessary controls and safeguards;
 - b. Provides complete audit trails, based whenever possible on original documents (purchase orders, receipts, progress payments, invoices, timesheets, cancelled warrants, warrant numbers, etc.);
 - c. Provides accounting data so the costs can readily be determined throughout Agreement period;
 - d. Accurately records and tracks the disposition of all equipment and sensitive property in compliance with 41 CFR 105-71 and the California State Administrative Manual.
3. Records shall be maintained for three (3) years after termination of this Agreement and for at least one (1) year following any audit or final disposition of any disputed audit finding.
4. 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.
5. County shall permit periodic site visits by the Secretary of State, or the Secretary of State's designee or designees, to determine if any Voting System Replacement Contract funds are being used or have been used in compliance with this Agreement and all applicable laws.

B. GENERAL PROVISIONS

1. Voting System Replacement Contract funds can only be used for the purposes for which the Voting System Replacement Contract funds are made.
2. No portion of any Voting System Replacement Contract funds shall be used for partisan political purposes. All contractors providing services are required to sign an agreement, please see Exhibit E – Additional Provisions, 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.
3. Proceeds received by the County for the sale of equipment or sensitive property originally purchased by funds shall be deposited in an interest-bearing account and used in accordance with procedures outlined in Exhibit A – SCOPE OF WORK, Section G - DISPOSAL OR SALE OF EQUIPMENT PURCHASED WITH VOTING SYSTEM REPLACEMENT CONTRACT FUNDING. Such sales shall be reported in writing to the Secretary of State within 30 days of completion. Interest earned on funds shall be reported to the Secretary of State within 90 days of the close of each fiscal year. Upon expenditure of these funds and interest earned, County will report such

EXHIBIT D
(Standard Agreement)

expenditure to the Secretary of State, along with documentation of such expenditure, including invoices, agreements or other documentation.

4. Funds not claimed by County within thirty (30) 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 one hundred eighty (180) days of the end date of this contract, shall revert to the Secretary of State.
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 this Agreement with no liability occurring to the State, or offer an Agreement amendment to County to reflect any reduced amount.
6. This Agreement is subject to any restrictions, limitations or conditions enacted or promulgated by the United States Government, or any agency thereof, that may affect the provisions, terms or funding of Agreement in any manner.
7. County warrants by execution of this Agreement, that no person or selling agency has been employed or retained to solicit or secure this contract upon agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by County for the purpose of securing business. For breach or violation of this warranty, the State shall, in addition to other remedies provided by law, have the right to annul this contract without liability, paying only for the value of the work actually performed, or otherwise recover the full amount of such commission, percentage, brokerage, or contingent fee.
8. Nothing contained in this Agreement or otherwise, shall create any contractual relation between the State and any subcontractor or vendor, and no subcontractor shall relieve County of its responsibilities and obligations hereunder. County agrees to be as fully responsible to State for the acts and omissions of its subcontractors and of persons either directly or indirectly employed by any of them as it is for the acts and omissions of persons directly employed by County. County's obligation to pay its subcontractors is an independent obligation from the State's obligation to make payments to County. As a result, State shall have no obligation to pay or to enforce the payment of any moneys to any subcontractor or vendor of County.
9. If a county uses funding provided to it for activities described in Exhibit A – SCOPE OF WORK, Section E – USE OF FUNDS, #8, and those activities do not result in a voting system certified by the Secretary of State to comply with the California Voting Systems Standards by July 1, 2023, the county shall return the state funding provided for those activities to the State. If the county does not return the funding by June 30, 2024, the State Controller shall withhold any payment to the county in an equivalent amount, as directed by the California Department of Finance.

**EXHIBIT E
(Standard Agreement)**

ADDITIONAL PROVISIONS

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 in Exhibit A – SCOPE OF WORK.

STATE OF CALIFORNIA - SECRETARY OF STATE

CONTRACTOR VOTING SYSTEM REPLACEMENT ACTIVITY REPORT

NAME		COMPANY NAME		Month/Year	Voting System Replacement Coordinator's Approval																																			
Contract Number:		Location (Sacto/LA)																																						
VOTING SYSTEM REPLACEMENT 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			DELIVERABLE NAME	ORG	HOURS		
1																																				(Taken from proposal and contract)		0.0		
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24																																							MONTHLY TOTAL	0.0
SIGNATURE OF CONTRACTOR		DATE																																						

Assembly Bill No. 1824

CHAPTER 38

An act to add Chapter 5 (commencing with Section 19400) to Division 19 of the Elections Code, to amend Section 13953 of the Government Code, to add Section 1052 to the Military and Veterans Code, and to amend Section 40610 of the Vehicle Code, relating to state government, and making an appropriation therefor, to take effect immediately, bill related to the budget.

[Approved by Governor June 27, 2018. Filed with Secretary of State June 27, 2018.]

LEGISLATIVE COUNSEL'S DIGEST

AB 1824, Committee on Budget. State government.

(1) The Voting Modernization Bond Act of 2002 authorizes a county to apply to the Voting Modernization Board for money from the proceeds of the sale of bonds (1) to pay for or purchase new voting systems that are certified or conditionally approved by the Secretary of State, (2) to research and develop new voting systems, or (3) to manufacture the minimum number of voting system units reasonably necessary to test and seek certification or conditional approval of the voting system, or test and demonstrate the capabilities of a voting system in a pilot program.

This bill would require the Secretary of State to use funds appropriated to him or her in the Budget Act of 2018 for voting system replacement to award contracts to counties that would reimburse the counties for funds spent by the counties on activities similar to those described above, as specified. The bill would require the Secretary of State to allocate funds for those contracts based on specified criteria, and would require that the reimbursement match funds spent by a county on a dollar-for-dollar basis, up to the allocated amount.

(2) Existing law provides for the compensation of victims and derivative victims of specified types of crimes by the California Victim Compensation Board from the Restitution Fund, a continuously appropriated fund, for specified losses suffered as a result of those crimes. Existing law requires an application for compensation to be filed within certain time periods, as specified. Existing law authorizes the board to grant an extension of time based on certain criteria, and requires the board, in making this determination, to consider, among other factors, whether the victim or derivative victim incurs emotional harm or a pecuniary loss while testifying during the prosecution or in the punishment of the person accused or convicted of the crime.

This bill would also require the board to consider, until December 31, 2019, whether the victim or derivative victim incurs emotional harm or a pecuniary loss as a result of the identification of the "East Area Rapist,"

also known as the “Golden State Killer,” a person suspected of committing certain homicide and sexual assault crimes. The bill would specify, for purposes of this provision, that “emotional harm” includes, but is not limited to, harm incurred while preparing to testify. By expanding the scope of provisions authorizing certain uses of continuously appropriated funds, the bill would make an appropriation.

(3) Existing law requires the Department of Veterans Affairs to prepare a master plan for the overall operations of the veterans’ home system, as specified, by no later than July 1, 2019. Existing law specifies that the development of the master plan should include a stakeholder process that includes, among other things, an assessment of the current and projected long-term care needs of California’s veterans and a discussion of how veterans with complex mental and behavioral health needs will be accommodated.

This bill would instead require the master plan to be prepared by December 31, 2019. The bill would require the master plan to be revised and updated every 5 years thereafter. The bill would additionally require the master plan to include consideration and discussion of certain specified elements.

(4) Existing law provides that whenever any person is arrested for certain offenses, including, among other things, an infraction involving vehicle equipment, the arresting officer is required to permit the arrested person to execute a notice, prepared by the officer in triplicate, containing a promise to correct the violation and to deliver proof of correction to the issuing agency, unless the arresting officer finds that a disqualifying condition exists.

Existing law requires every motor vehicle subject to registration to be equipped with an adequate muffler in constant operation and properly maintained to prevent any excessive or unusual noise and prohibits a muffler or exhaust system from being equipped with a cutout, bypass, or similar device. Existing law further prohibits the modification of an exhaust system of a motor vehicle in a manner that will amplify or increase the noise emitted by the motor of the vehicle so that the vehicle exceeds existing noise limits.

This bill would include, among those conditions that are disqualifying, a violation of the above-described requirements related to mufflers and exhaust systems.

(5) This bill would declare that it is to take effect immediately as a bill providing for appropriations related to the Budget Bill.

Appropriation: yes.

The people of the State of California do enact as follows:

SECTION 1. Chapter 5 (commencing with Section 19400) is added to Division 19 of the Elections Code, to read:

CHAPTER 5. VOTING SYSTEM REPLACEMENT CONTRACTS

19400. For purposes of this chapter, the following definitions apply:

(a) “Ballot on demand system” means a ballot manufacturing system, as defined in Section 303.4, that is subject to Sections 13004 and 13004.5.

(b) “Electronic poll book” means an electronic list of registered voters that may be transported to the polling location or vote center pursuant to Section 2550.

(c) “Remote accessible vote by mail system” means a system, as defined in Section 303.3, that is certified pursuant to Chapter 3.5 (commencing with Section 19280) of Division 19.

(d) “Vote by mail ballot drop box” means a secure receptacle established by a county or city and county elections official whereby a voted vote by mail ballot may be returned to the elections official from whom it was obtained pursuant to Section 3025.

(e) “Voting system” means any voting machine, voting device, or vote tabulating device that does not use prescored punch card ballots.

19402. (a) The Secretary of State shall use the funds appropriated to him or her in the Budget Act of 2018 for voting system replacement for counties by awarding reimbursement contracts to counties for voting system replacement using the funding allocation described in subdivision (b). To receive reimbursement, a county shall provide matching funds that are at least equivalent to state funds received for the eligible expenditures described in subdivision (d).

(b) The Secretary of State shall allocate funding for a contract described in subdivision (a) based on the size of the county, the number of voters registered in the county, and the Secretary of State’s estimate of need for county voting equipment.

(c) A contract described in subdivision (a) shall permit a county to apply to the Secretary of State for reimbursement costs incurred in connection with the activities described in subdivision (d) in a manner consistent with all of the following:

(1) The county may seek reimbursement for payments made pursuant to a purchase agreement, lease agreement, or other contract made after April 29, 2015.

(2) The funded activities described in subparagraph (A) of paragraph (1) of subdivision (d) shall be for new voting systems that have been certified pursuant to the California Voting System Standards.

(3) The county shall provide the Secretary of State with documentation of the payment for which reimbursement is sought, and of the purchase agreement, lease agreement, or other contract pursuant to which the reimbursed payment was made.

(4) The Secretary of State shall verify that payment for which reimbursement is sought meets the criteria set forth in the contract described in subdivision (a) before reimbursing the county.

(5) The Secretary of State shall reimburse the county by matching county funds spent on voting system replacement activities described in subdivision

(d) on a dollar-for-dollar basis, up to the maximum amount of funds allocated for the contract pursuant to subdivision (b).

(d) For purposes of this chapter, reimbursable voting system replacement activities include all of the following:

(1) The purchase or lease of any of the following:

(A) A voting system certified or conditionally approved by the Secretary of State that does not use prescored punch card ballots.

(B) Electronic poll books certified by the Secretary of State.

(C) Ballot on demand systems certified by the Secretary of State.

(D) Vote by mail ballot drop boxes that comply with any applicable regulations adopted by the Secretary of State pursuant to subdivision (b) of Section 3025.

(E) Remote accessible vote by mail systems certified or conditionally approved by the Secretary of State.

(F) Telecommunication technologies to facilitate electronic connection, for the purpose of voter registration, between polling places, vote centers, and the office of the county elections official or the Secretary of State's office.

(G) Vote by mail ballot sorting and processing equipment.

(2) Research and development of a new voting system that has not been certified or conditionally approved by the Secretary of State, but that would result in a voting system certified by the Secretary of State to comply with the California Voting System Standards. A voting system developed pursuant to this paragraph shall use only nonproprietary software and firmware with disclosed source code, except that it may use unmodified commercial off-the-shelf software and firmware, as defined in paragraph (1) of subdivision (a) of Section 19209.

(3) (A) Manufacture of the minimum number of voting system units reasonably necessary for either of the following purposes:

(i) Testing and seeking certification or conditional approval for the voting system pursuant to Sections 19210 to 19214, inclusive.

(ii) Testing and demonstrating the capabilities of the voting system in a pilot program pursuant to paragraph (2) of subdivision (b) and subdivision (c) of Section 19209.

(B) For purposes of this paragraph, "voting system" includes a part of a voting system.

(4) If a county uses funding provided to it for the activities described in paragraph (2) or (3), and those activities do not result in a voting system certified by the Secretary of State to comply with the California Voting System Standards by July 1, 2023, the county shall return the state funding provided for those activities to the State. If the county does not return the funding by June 30, 2024, the State Controller shall withhold any payment to the county in an equivalent amount, as directed by the Department of Finance.

(e) A voting system purchased or leased by a county for which the county seeks reimbursement from the Secretary of State pursuant to this section and that does not require a voter to directly mark on the ballot must produce,

at the time the voter votes his or her ballot or at the time the polls are closed, a paper version or representation of the voted ballot or of all of the ballots cast on a unit of the voting system. The paper version shall not be provided to the voter but shall be retained by elections officials for use during the 1 percent manual tally described in Section 15360, or any recount, audit, or contest.

SEC. 2. Section 13953 of the Government Code is amended to read:

13953. (a) An application for compensation shall be filed within three years of the date of the crime, three years after the victim attains 18 years of age, or three years of the time the victim or derivative victim knew or in the exercise of ordinary diligence could have discovered that an injury or death had been sustained as a direct result of crime, whichever is later. An application based on any crime eligible for prosecution under Section 801.1 of the Penal Code may be filed any time prior to the victim's 28th birthday.

(b) The board may for good cause grant an extension of the time period in subdivision (a). In making this determination, the board shall consider all of the following:

(1) Whether the victim or derivative victim incurs emotional harm or a pecuniary loss while testifying during the prosecution or in the punishment of the person accused or convicted of the crime.

(2) Whether the victim or derivative victim incurs emotional harm or a pecuniary loss when the person convicted of the crime is scheduled for a parole hearing or released from incarceration.

(3) Whether the victim or derivative victim incurs emotional harm or pecuniary loss as a result of the identification of the "East Area Rapist," also known as the "Golden State Killer," a person suspected of committing a series of homicide and sexual assault crimes in California between 1974 and 1986. As used in this paragraph, "emotional harm" includes, but is not limited to, harm incurred while preparing to testify. This paragraph shall cease to be operative on December 31, 2019.

(c) The period prescribed in this section for filing an application by or on behalf of a derivative victim shall be tolled when the board accepts the application filed by a victim of the same qualifying crime.

SEC. 3. Section 1052 is added to the Military and Veterans Code, to read:

1052. (a) The master plan for the overall operation of the veterans' homes system mandated by Provision 4 of Item 8955-001-0001 of Section 2.00 of the Budget Act of 2017 (Chapter 14 of the Statutes of 2017) shall, notwithstanding that provision, be prepared by the department no later than December 31, 2019, and shall be revised every five years thereafter.

(b) The master plan, in addition to the requirements of Provision 4 of Item 8955-001-0001, shall include consideration and discussion of all of the following elements:

(1) The locating of future facilities at or within the vicinity of United States Department of Veterans Affairs facilities.

(2) The locating of future facilities near existing veteran populations within the state or the use of smaller homes in a larger number of communities to allow veterans to age in place in their existing communities.

(3) Providing services through community-based care service delivery models.

(4) The closure of facilities.

(5) The expansion of existing facilities or conversion of existing facilities to provide different levels of service.

(6) The local area cost of living for employees at current and proposed facility locations.

SEC. 4. Section 40610 of the Vehicle Code is amended to read:

40610. (a) (1) Except as provided in paragraph (2), if, after an arrest, accident investigation, or other law enforcement action, it appears that a violation has occurred involving a registration, license, all-terrain vehicle safety certificate, or mechanical requirement of this code, and none of the disqualifying conditions set forth in subdivision (b) exist and the investigating officer decides to take enforcement action, the officer shall prepare, in triplicate, and the violator shall sign, a written notice containing the violator's promise to correct the alleged violation and to deliver proof of correction of the violation to the issuing agency.

(2) If any person is arrested for a violation of Section 4454, and none of the disqualifying conditions set forth in subdivision (b) exist, the arresting officer shall prepare, in triplicate, and the violator shall sign, a written notice containing the violator's promise to correct the alleged violation and to deliver proof of correction of the violation to the issuing agency. In lieu of issuing a notice to correct violation pursuant to this section, the officer may issue a notice to appear, as specified in Section 40522.

(b) Pursuant to subdivision (a), a notice to correct violation shall be issued as provided in this section or a notice to appear shall be issued as provided in Section 40522, unless the officer finds any of the following:

(1) Evidence of fraud or persistent neglect.

(2) The violation presents an immediate safety hazard.

(3) The violator does not agree to, or cannot, promptly correct the violation.

(4) The violation cited is of subdivision (a) of Section 27150 or of subdivision (a) of Section 27151.

(c) If any of the conditions set forth in subdivision (b) exist, the procedures specified in this section or Section 40522 are inapplicable, and the officer may take other appropriate enforcement action.

(d) Except as otherwise provided in subdivision (a), the notice to correct violation shall be on a form approved by the Judicial Council and, in addition to the owner's or operator's address and identifying information, shall contain an estimate of the reasonable time required for correction and proof of correction of the particular defect, not to exceed 30 days, or 90 days for the all-terrain vehicle safety certificate.

SEC. 5. This act is a bill providing for appropriations related to the Budget Bill within the meaning of subdivision (e) of Section 12 of Article

IV of the California Constitution, has been identified as related to the budget in the Budget Bill, and shall take effect immediately.

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