Sierra County
Board of Supervisors’
Agenda Transmittal &
Record of Proceedings

**MEETING DATE:**
July 9, 2019

**TYPE OF AGENDA ITEM:**
-Regular

**DEPARTMENT:** Clerk-Recorder/Elections

**APPROVING PARTY:** Heather Foster, Clerk-Recorder/ROV

**PHONE NUMBER:** 530-289-3295

<table>
<thead>
<tr>
<th>AGENDA ITEM:</th>
<th>Agreement between Hart Intercivic, Inc. and Sierra County for the purchase of the Verity voting system, which system has been tested and certified to California Voting System Standards (CVSS).</th>
</tr>
</thead>
<tbody>
<tr>
<td>SUPPORTIVE DOCUMENTS ATTACHED:</td>
<td>☑ Memo  ☑ Resolution  ☑ Agreement  ☑ Other</td>
</tr>
<tr>
<td>BACKGROUND INFORMATION:</td>
<td>See attached memo and supporting documents</td>
</tr>
<tr>
<td>FUNDING SOURCE:</td>
<td>General Fund/HAVA Reimb Funding/SOS Reimb Funding</td>
</tr>
<tr>
<td>GENERAL FUND IMPACT:</td>
<td>General Fund Impact</td>
</tr>
<tr>
<td>OTHER FUND:</td>
<td>AMOUNT: $83,885.59 One Time Expense</td>
</tr>
<tr>
<td>ARE ADDITIONAL PERSONNEL REQUIRED?</td>
<td>☑ No</td>
</tr>
<tr>
<td>IS THIS ITEM ALLOCATED IN THE BUDGET?</td>
<td>☑ Yes  ☑ No</td>
</tr>
<tr>
<td>IS A BUDGET TRANSFER REQUIRED?</td>
<td>☑ No  ☑ Yes</td>
</tr>
</tbody>
</table>

**SPACE BELOW FOR CLERK’S USE**

<table>
<thead>
<tr>
<th>BOARD ACTION:</th>
<th>☑ Approved  ☑ Approved as amended  ☑ Adopted  ☑ Adopted as amended  ☑ Denied  ☑ Other  ☑ No Action Taken</th>
</tr>
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<tbody>
<tr>
<td></td>
<td>☑ Set public hearing  ☐ Direction to:  ☐ Referred to:  ☐ Continued to:  ☐ Authorization given to:  ☐ By Consensus</td>
</tr>
<tr>
<td></td>
<td>Resolution 2019- ____________  Agreement 2019- ____________  Ordinance ____________  Vote: Ayes:  Noes:  Abstain:  Absent:</td>
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</table>

**COMMENTS:**

________________________________________________________________________

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CLERK TO THE BOARD  DATE
MEMORANDUM

TO: Board of Supervisors  
FROM: Heather Foster, Clerk-Recorder/Registrar of Voters  
DATE: July 1, 2019  

ITEM: Agreement between Hart InterCivic, Inc. and Sierra County for the purchase of the Verity voting system, which system has been tested and certified to California Voting System Standards (CVSS).

BACKGROUND: On February 27, 2019, the Secretary of State sent out a Notice of Withdrawal of Certification and Conditional Approval of Voting Systems effective August 27, 2019. Sierra County’s current voting system, which was acquired in 2006, was included in the withdrawal of voting systems not tested and certified to the California Voting System Standards (CVSS). As a result, quotes were requested from the two viable vendors for Sierra County who have been tested and certified to CVSS: Dominion Voting Systems, Inc. – Democracy Suite 5.2 and HART InterCivic, Inc. – Verity Voting 3.0.1. In addition, a third quote was also requested from Election Systems & Software who is currently under review and testing for certification to CVSS.

The quotes were reviewed and it was determined that Hart InterCivic, Inc., provided the lowest cost, and most responsive of the three.

On February 5, 2019, the Board approved Agreement 2019-009 which provides for State funding in the amount of $43,000 for the replacement of our current voting system which requires a dollar-for-dollar match. The cost of the new system is $83,885.59; therefore, Sierra County’s match would be $41,942.80. The State will reimburse the County based on claims submitted to the Secretary of State.

There will be additional annual licensing and support fees for the new system in the amount of $7,849, however this should not require a baseline budget increase in future years as the County is currently paying $7,680.00 annually for the current voting system.

In addition to the above State funding, certain federal funds under the Help America Vote Act have been allocated to the County which may be used to offset some of the required matching funds from the County. At this time, there are two existing contracts for HAVA funding in the amount of $10,000 each. I am still working to determine what portion of these funds can be used to help offset the cost of the new system.

I respectfully request your approval of the attached Agreement in an amount not to exceed $43,000.00 to the County’s General Fund, with the anticipation that this amount will be reduced through the use of HAVA funding previously allocated to the County.
FISCAL IMPACT:

Estimated Cost: $83,885.59
Amount Budgeted: NTE $43,000 General Fund Match

RECOMMENDED ACTION:

Agreement between Hart InterCivic, Inc. and Sierra County for the purchase of the Verity voting system, which system has been tested and certified to California Voting System Standards (CVSS), for a one-time cost of $83,885.59.
Verity

Master Agreement

This Master Agreement ("Agreement"), entered into effective as of ______________, 201__ ("the Effective Date") by and between Hart InterCivic, Inc., a Texas corporation ("Hart") and the Customer set forth below ("Customer"), sets forth the terms and conditions pursuant to which Customer may procure from Hart certain hardware ("Hardware"), software ("Software") licenses and support services ("Software Support Services"), warranty services ("Warranty Services"), and/or design, engineering, software development, project management, operational training, election event support, and/or other services ("Professional Services"), from time to time. Hardware and Software may be referred to as "Products" and Warranty Services, Software Support Services and/or Professional Services may be referred to as "Services." Products may be "Hart Hardware," and "Hart Proprietary Software," (i.e. "Hart Products") or "Third Party Hardware" and "Sublicensed Software" (i.e. "Third Party Products"). The foregoing may be referred to together as the "Verity system."

Hart agrees to sell or provide to Customer Products and Services according to this Agreement, which includes all Schedules, Attachments and Exhibits. Customer agrees to all terms and conditions of this Agreement. Pricing and other material terms of Customer’s initial commitment are as set forth in the Schedule A or Customer Signed Quote attached hereto as Exhibit A. This Agreement and Hart’s quotations issued hereunder together comprise the complete and exclusive Agreement for the sale of the Products and the provision of the Services. No other terms and conditions sent by Customer shall apply, including any terms or conditions contained in any purchase order, request for quote (RFQ), request for proposal (RFP), communication or other operational form that is in addition to or different than the terms and conditions of this Agreement. Any of Customer’s terms and conditions that are different from or in addition to those contained herein are hereby objected to and shall be of no effect unless specifically agreed to in writing by an officer of Hart. Customer acknowledges it has read and understands this Agreement (including all Schedules, Attachments and Exhibits) and is entering into this Agreement only on the basis of the terms set forth in this Agreement (including all Schedules, Attachments and Exhibits).

Agreed and Accepted:

Customer

<table>
<thead>
<tr>
<th>Jurisdiction:</th>
<th>Sierra County, CA</th>
</tr>
</thead>
<tbody>
<tr>
<td>Name:</td>
<td>Sierra County Clerk</td>
</tr>
<tr>
<td>Address:</td>
<td>100 Courthouse Square, Room 11</td>
</tr>
<tr>
<td></td>
<td>Downieville, CA 95936</td>
</tr>
<tr>
<td>Phone:</td>
<td>(530) 289-3295</td>
</tr>
<tr>
<td>Facsimile:</td>
<td></td>
</tr>
<tr>
<td>E-mail:</td>
<td><a href="mailto:hfoster@sierracounty.ws">hfoster@sierracounty.ws</a></td>
</tr>
</tbody>
</table>

Hart

| Hart InterCivic, Inc. |
| 15500 Wells Port Drive |
| Austin, Texas 78728 |
| Attn.: Phillip W. Braithwaite, CEO |
| 800-223-4278 |
| 800-831-1485 |
| pbraithwaite@hartic.com |

Executed By: ________________________________

| Name: | Phillip W. Braithwaite |
| Title: | CEO |

This Agreement is not effective until executed by both parties. Each person signing this Agreement represents and warrants that he or she is duly authorized and has legal capacity to execute and deliver this Agreement.
1. ORDERING

Customer may request quotations for Products or Services from time to time. The existence of this Agreement does not obligate Customer to request a quotation or purchase any Products or Services from Hart. Any Customer request for quotation must include the following information: (i) description of requested Product or Services; (ii) unit quantity and/or desired term; (iii) Hart’s part number and/or vendor part number, if applicable; (iv) current unit price as provided by Hart, if applicable; (v) correct shipping address, if applicable; and (vi) any other order information required by Hart. Each request for quotation shall identify the address of the shipping destination, if applicable. Customer may only make a request for quotation via facsimile and other Hart approved electronic ordering methods, including email. All quotations are valid for only 30 days unless specifically stated on the front of the quotation. If the quotation is signed by Customer within thirty (30) days, Hart will provide notice of its acceptance via countersignature within fifteen (15) days of the date on which it receives Customer’s signature on the Hart quotation. Failure to provide such written acceptance shall be deemed Hart’s rejection of the order. Hart reserves the right to accept or reject any order initiated by Customer in Hart’s discretion. Only signed quotations will obligate the parties to the terms of such quotations and this Agreement with respect to the applicable Products and/or Services. Each accepted quotation shall be subject to the terms and conditions of this Agreement.

2. PRICING

2.1. Products. Prices for Products shall be specified by Hart in the relevant quotation or proposal and are subject to change without notice, including Prices for backordered Products, however, Prices in quotations or other agreements signed by both Parties are not subject to change. All prices are exclusive of shipping and packing costs, and insurance.

2.2. Annual License and Support Fee. The “Annual Fee” is the combined fee for licensing (in the case of Hart Proprietary Software), sublicensing (in the case of Sublicensed Software, if any), and support (a “License and Support Subscription”). Pricing for the initial Annual Fee is the amount specified as the “Initial Annual Fee” on Exhibit A. Pricing for subsequently ordered License and Support Subscriptions shall be specified on the applicable quotation, and unless otherwise specified, shall be pro-rated so as to be co-terminus with the initially-ordered License and Support Subscriptions. Hart may adjust the amount of the Annual Fee for renewal License and Support Subscription terms by notifying Customer of any price changes with the invoice in which the adjustment is made. Unless adjusted by Hart, each renewal Annual Fee will be the same as the Annual Fee for the renewing License and Support Subscription.

2.3. Other Services. Pricing for other Services shall be set forth in the applicable quotation, or if not specified, at Hart’s then-current hourly rates.

2.4. Additional Charges. Additional charges may apply to Services e.g., travel, communication and other expenses. There will be an additional charge at Hart’s current technician’s rate per hour for any technical work required as a result of other than Hart-recommended equipment purchased by the Customer for use with the Products. Any other additional charges must be mutually agreed to by Hart and Customer and documented in an amendment to this Agreement.

2.5. Taxes. All prices are exclusive of applicable taxes. All taxes shall be payable by Customer, unless Customer presents Hart with a proper certificate of exemption from such tax. If Customer challenges the applicability of any such tax, Customer shall pay the tax and may thereafter seek a refund. In the event Hart is required to pay any tax at time of sale or thereafter, Customer shall promptly reimburse Hart therefore.

3. PAYMENT

3.1. Products. Except as otherwise provided in Hart’s quotation, amounts due for Products shall be billed upon shipment and shall be paid in full within thirty (30) days after delivery.

3.2. Annual Fee. The Annual Fee for the initial License and Support Subscription is due upon execution of this Agreement and annually thereafter before expiration thereof. Annual Fees for subsequently ordered License and Support Subscriptions, if any, shall be due upon acceptance of order and unless specified on the applicable quotation, the corresponding Annual Fees for renewals thereof shall be due annually with the renewal of the initially-ordered License and Support Subscription (i.e. shall be pro-rated and become co-terminus). If Customer fails to timely pay an Annual Fee, all Software licenses and Software Support Services will automatically terminate.

3.3. Other Services. Amounts due for other Services shall be billed upon the earlier to occur of one or more of the following: first election in which the Professional Services are used; receipt of Services acceptance; not later than sixty (60) days after the date of Customer’s first election in which any portion of the Hardware and/or Software is used, and shall be due within thirty (30) days of receipt of invoice.
3.4. **Payment Mechanics.** Customer will pay all amounts due under this Agreement in U.S. Dollars. All payments are to be made to Hart at its principal office in Austin, Texas, as set forth on the signature page or to such other location as may be designated by Hart in a notice to Customer. Hart reserves the right to require C.O.D. payment, a letter of credit, or other security for payment if it determines that such terms are required to assure payment. Customer shall promptly notify Hart in writing of any change to Customer’s name, address, or billing information.

3.5. **Late Fees.** Hart may impose interest at the lower of: (1) one and one-half percent (1½%) per month, or (2) the highest rate of interest then permitted by applicable law for all past due balances, compounded monthly and rounded to the next highest whole month. Customer also agrees to pay or reimburse all fees and expenses reasonably incurred by Hart in collecting any amounts due under this Agreement, including, but not limited to, all attorneys’ fees associated therewith. Hart shall have the right, in addition to any and all other rights and remedies available at law or in equity, to delay or cancel any deliveries, to reduce or cancel any or all quantity discounts extended to Customer, and/or to suspend the provision of Services if Customer is in default of payments or any other material term of this Agreement.

3.6. **Billing Disputes.** If any dispute exists between the parties concerning the amount due or due date of any payment, Customer shall promptly pay the undisputed portion. Such payment will not constitute a waiver by Customer or Hart of any of their respective legal rights and remedies against each other. Customer has no right of set-off.

4. **HARDWARE SPECIFIC TERMS**

4.1. **Delivery.** Hart will provide estimated shipment dates upon acceptance of Customer’s signed quotation. Shipment dates on Hart quotations are approximate only and Hart will not be subject to liability for late or delayed shipment. In the event Customer is unable to receive the Hardware Products at the time of delivery Hart, at its sole option and convenience, may deliver such products to storage at any suitable location including Hart’s facilities. All costs incurred by Hart for the transportation, storage, and insurance of such Hardware Products shall be borne by Customer.

4.2. **Hart Voting System Equipment Pick-Up.** If Customer has legacy Hart Voting System (HVS) equipment, Hart will pick up and salvage all HVS voting devices, computers, and peripherals at no cost to Customer. Customer may retain databases and reports stored on such equipment solely to comply with record retention policies. Customer may retain minimal necessary computers and copies of legacy software for access to records retention databases. Customer agrees to remove all HVS software from all retained computers at the close of the records retention period. Upon request, Customer will provide Hart with written certification that such software has been deleted.

4.3. **Acceptance.** Customer shall examine all Hardware Products promptly upon receipt thereof. Within ten (10) business days of such receipt, Customer shall notify Hart in writing of any manner in which Customer claims that the Hardware Products fail to conform to their applicable specification, or as to any claimed shortages, or shipments errors. If no written notification is received by Hart within such period, the Hardware Products delivered hereunder shall be deemed accepted by Customer (“Hardware Acceptance”). Hardware Product will be deemed conforming if it meets Hart’s published specification for such Product, and any specifications identified on the applicable quotation. Upon Customer’s Acceptance, any defects in material or workmanship shall be addressed pursuant to the warranty in Section 9 below.

4.4. **Installation.** A Hart representative may install the Hardware Products at the Customer’s site on a mutually agreed upon date during Hart’s normal working hours, within ten (10) business days of delivery, or as soon as is practicable for both parties. Billing will occur on the date the Hardware is shipped to the Customer’s site, per Section 3.1 If additional labor and rigging or Customer-specified customization is required for installation due to Customer’s special site requirements, Customer will pay those costs including costs to meet union or local law requirements.

4.5. **Title and Transportation.** Hardware Products are shipped Ex Works (Incoterms 2010) from Hart’s designated shipping point. Title transfer and transfer of risk of loss or damage shall be deemed to occur upon Hart making such Hardware Products available to the carrier at Hart’s designated shipping point. Hart reserves the right to select the method and routing of transportation and the right to make delivery in installments unless otherwise specified at the time of quotation acceptance by Hart but in no event will the carrier be deemed the agent of Hart. Notwithstanding the foregoing, if customer chooses a financing option offered by Hart, then title to hardware will pass to Customer according to the terms of the finance agreement.

4.6. **Rescheduling and Cancellation.** Except in the event of unreasonable delays beyond the quoted delivery dates or an uncured default of a material term of this Agreement by Hart, Customer shall not have the right to change, cancel, or reschedule an accepted quotation in whole or in part without the prior consent of Hart. In the event Customer requests a rescheduling of any Hardware Product and such request is accepted by Hart, Customer agrees to promptly pay Hart’s standard reschedule charge. Hart may not cancel a quotation after it has accepted Customer’s signed submission thereof. Customer may not cancel an order after submission to Hart of a signed quotation. Any cancellations following such times will be at the non-cancelling party’s sole discretion and upon terms dictated by the non-cancelling party.

5. **SOFTWARE SPECIFIC TERMS**
5.1. **License.** Subject to the terms and conditions of this Agreement and for so long as Customer has a current License and Support Subscription in effect, Hart grants to Customer (i) a personal, nonexclusive, nontransferable, and limited license to use the Hart Proprietary Software (which includes Firmware, meaning the Hart Proprietary Software embedded in any Verity system device that allows execution of the software functions) and (ii) a personal, nonexclusive, nontransferable, and limited sublicense to use the Sublicensed Software, if applicable. With this right to use, Hart will provide Customer, and Customer will be permitted to use, only the run-time executable code and associated support files of the Software for Customer's internal data processing requirements as part of the Verity system. The Software may be used only at the Licensed Location specified as the jurisdiction on the signature page of this Agreement and only on the hardware or other computer systems authorized by Hart in writing. Customer's use of the Software will be limited to the number of licenses specified in the applicable quotation. Only Customer and its authorized employees, agents or contractors may use or access the Software. For applicable components, Voters are also authorized to interact with the Software, in a manner consistent with user instructions, for the sole purpose of producing a Cast Vote Record during the course of an election. To the extent Hart Proprietary Software contains embedded third party software, third party licenses may apply. More information concerning embedded third party software can be found in the application's "Help->About" and is available upon written request. Such embedded third party software is distinguished from "Sublicensed Software" which is stand-alone software not part of Hart Proprietary Software that may be included under this Agreement. See Exhibit D for a listing of Hart Proprietary Software and Sublicensed Software.

5.2. **Records and Audit.** Customer shall keep clear, complete and accurate books of account and records with respect to the usage of Software and access to the Software licensed hereunder, including without limitation with respect to access thereto. Licensee shall retain such books and records for a period of five (5) years from the date of cessation of any such usage, notwithstanding any expiration or termination of this Agreement. Customer agrees that during the term of this Agreement and such period, Hart, the licensors of any Sublicensed Software, and their representatives may periodically inspect, conduct, and/or direct an independent accounting firm to conduct an audit, at mutually agreed-upon times during normal business hours, of the computer site, computer systems, and appropriate records of Customer to verify Customer's compliance with the terms of the licenses and sublicenses granted to Customer. If any such examination discloses unauthorized usage, then Customer, in addition to paying such payment then due and without limiting Hart's remedies, shall pay the reasonable fees for the audit.

5.3. **Restrictions**

5.3.1. The Hart Hardware and Hart Proprietary Software are designed to be used only with each other and/or the agreed-upon Sublicensed Software (if any) and Third Party Hardware. To protect the integrity and security of the Verity system, Customer shall comply with the following practices and shall not deviate from them without the express written consent of Hart: (i) Customer shall use the Software and Hardware only in connection with the Verity system, and Customer may only use Hart branded or approved peripherals and consumables with the Verity system.; (ii) Customer shall not install or use other software on or with the Hardware or Software or network the Hardware or Software with any other hardware, software, equipment, or computer systems; and (iii) Customer shall not modify the Hardware or Software. If Customer does not comply with any provisions of this Section 5.3, then (i) the Limited Warranties under Section 9 and the licenses and sublicenses granted under Section 5.1 will automatically terminate; (ii) Hart may terminate its obligation to provide Software Support Services under Section 8; (iii) Hart will have no further installation obligations. Furthermore, if Customer uses the Software and Hardware in combination with other software and equipment (other software or equipment being those not provided by Hart or its designees), and the combination infringes Hart proprietary patent claims outside the scope of the software license granted to Customer under Section 5.1, Hart reserves its rights to enforce its patents with respect to those claims.

5.3.2. Customer shall not, under any circumstances, cause or permit the adaptation, conversion, reverse engineering, disassembly, or de-compilation of any Software. Customer shall not use any Software for application development, modification, or customization purposes, except through Hart.

5.3.3. Customer shall not assign, transfer, sublicense, time-share, or rent the Software or use it for facility management or as a service bureau serving others outside of the jurisdiction. This restriction does not preclude or restrict Customer from contracting for election services for other local governments located within Customer's jurisdictional boundaries. Customer shall not modify, copy, or duplicate the Software. All use of software and hardware on which the software resides shall take place and be for activities within Customer's jurisdictional boundaries, except for in cases of joint elections conducted cooperatively with neighboring jurisdictions. All copies of the Software, in whole or in part, must contain all of Hart's or the third-party licensor's titles, trademarks, copyright notices, and other restrictive and proprietary notices and legends (including government-restricted rights) as they appear on the copies of the Software provided to Customer. Customer shall notify Hart of the following: (i) the location of all Software and all copies thereof and (ii) any circumstances known to Customer regarding any unauthorized possession or use of the Software.

5.3.4. Customer shall not publish any results of benchmark tests run on any Software.

5.3.5. The Software is not developed or licensed for use in any nuclear, aviation, mass transit, or medical application or in any other inherently dangerous applications. Customer shall not use the Software in any inherently dangerous application and agrees that Hart and any third-party licensor will not be liable for any claims or damages arising from such use.
6. DOCUMENTATION

Hart will provide Customer with one (1) electronic copy of the standard user-level documentation and operator’s manuals and where applicable, environmental specifications for the Product installed at the Customer’s location before the first election for which the Product will be used, following installation.

7. PROPRIETARY RIGHTS

7.1. **Reservation of Rights.** Customer acknowledges and agrees that the design of the Products, and any and all related patents, copyrights, trademarks, service marks, trade names, documents, logos, software, microcode, firmware, information, ideas, concepts, know-how, data processing techniques, documentation, diagrams, schematics, equipment architecture, improvements, code, updates, trade secrets and material are the property of Hart and its licensors. Customer agrees that the sale of the Hardware and license of the Software does not, other than as expressly set forth herein, grant to or vest in Customer any right, title, or interest in such proprietary property. All patents, trademarks, copyrights, trade secrets, and other intellectual property rights, whether now owned or acquired by Hart with respect to the Products, are the sole and absolute property of Hart and its licensors. Customer shall not, under any circumstances, cause or permit the adaptation, conversion, reverse engineering, disassembly, or de-compilation of any Product(s), or copy, reproduce, modify, sell, license, or otherwise transfer any rights in any proprietary property of Hart. Further Customer shall not remove any trademark, copyright, or other proprietary or restrictive notices contained on any Hart user documentation, operator’s manuals, and environmental specifications, and all copies will contain such notices as are on the original electronic media. Intellectual Properties. All ideas, concepts, know-how, data processing techniques, documentation, diagrams, schematics, firmware, equipment architecture, software, improvements, code, updates, and trade secrets developed by Hart personnel (alone or jointly with others, including Customer) in connection with Confidential Information, Verity system, and Hart Proprietary Software will be the exclusive property of Hart.

7.2. **Customer Suggestions and Recommendations.** Customer may propose, suggest, or recommend changes to the Products at any time. Such proposals, suggestions, or recommendations will become Hart’s property and are hereby assigned to Hart. Hart may include any such proposals, suggestions, or recommendations, solely at Hart’s option, in subsequent periodic Product updates, without restriction or obligation. Hart is under no obligation to change, alter, or otherwise revise the Products according to Customer’s proposals, suggestions, or recommendations.

7.3. **License Back** If Customer possesses or comes to possess a licensable or sub-licensable interest in any issued patent with claims that read upon the Verity system, its method of operation, or any component thereof, Customer hereby grants and promises to grant a perpetual, irrevocable, royalty-free, paid-up license, with right to sublicense, of such interest to Hart permitting Hart to make, have made, use, and sell materials or services within the scope of the patent claims.

8. SOFTWARE SUPPORT SERVICES

8.1. **Description of Software Support Services.** Subject to the terms and conditions of this Agreement and for so long as Customer has the requisite number of License and Support Subscriptions in effect, Hart will provide Customer the Software Support Services described below. Software Support Services under this Section do not cover any of the exclusions from warranty and support coverage as described under Section 9. If Hart, in its discretion, provides Software Support Services in addition to the services described under this Section, Customer will pay Hart for such services on a time-and-materials basis at Hart’s then-prevailing rates, plus expenses, and for replacements at Hart’s list prices, unless otherwise agreed in writing by Hart and Customer.

8.1.1. **Software Support Services.** Software Support Services will consist of assisting the Customer in the use of software for purposes of election administration, including functions related to pre-election and post-election testing and general operation of the Verity system. Assistance is available via phone and email through the Hart Customer Support Center. See Exhibit B for Hart Customer Support contact information and hours.

Software Support Services may consist of periodic updates to Hart Proprietary Software, at Hart’s discretion. Because not all errors or defects can or need to be corrected, Hart does not warrant that all errors or defects will be corrected. Software errors or defects must be reported in writing and be accompanied with sufficient detail to enable Hart staff to reproduce the error and provide a remedy or suitable corrective action. The exclusions from warranty coverage under Section 9.5 also are exclusions from Software Support Services under this Section. There may be consumable, shipping and on-site service charges for update releases of software and there may be feature charges for update or enhancement releases of software.

9. WARRANTY AND EXTENDED WARRANTTNY

9.1. **Certification.** Where applicable, Verity system components that require certification will meet the certification requirements in place on the effective date of the Master Agreement.

9.2. **Hart Hardware Limited Warranty.** Hart warrants that during the warranty period, the Hart Hardware purchased by Customer will be free from defects in materials and workmanship and will substantially conform to the performance specifications stated in the Verity Operator’s Manuals for the Hart Hardware applicable at the time of the installation of the Hardware. The warranty
9.3. **Hart Proprietary Software Limited Warranty.** Hart warrants that beginning ten (10) days after the shipping of the Hart Proprietary Software and for so long as Customer has the requisite number of License and Support Subscriptions in effect, the Hart Proprietary Software will perform substantially according to the then-current functional specifications described in the applicable software Operators’ Manuals accompanying such Hart Proprietary Software. To request warranty service, Customer must contact Hart in writing within the warranty period. Failure to conform to the warranty must be reported in writing and be accompanied with sufficient detail to enable Hart to reproduce the error and provide a remedy or suitable corrective action (a solution that will allow the software to function appropriately). Hart will make commercially reasonable efforts to remedy or provide a suitable workaround for defects, errors, or malfunctions covered by this warranty that have a significant adverse effect upon operation of the Hart Proprietary Software. Because not all errors or defects can or need to be corrected, Hart does not warrant that all errors or defects will be corrected. Customer acknowledges and agrees that this warranty is contingent upon and subject to Customer’s proper use of the Hart Proprietary Software and the Exclusions from Warranty and Software Support Services set forth in Section 9.5. This warranty does not cover any Hart Hardware that has had the original identification marks and/or numbers removed or altered in any manner. This warranty does not include any type of routine maintenance service or preventative maintenance service. This Hardware Limited Warranty may be extended after the initial period under separate Extended Hardware Warranty agreements, subject to the order process contemplated by Section 1. Extended warranties exclude consumable items, including all types of batteries, vDrives and paper (“Consumables”). Renewal of the annual License and Support Subscription does not, in itself, extend the Hardware Limited Warranty. The remedies set forth in this Section are the full extent of Customer’s remedies and Hart’s obligations regarding this warranty. If the Hart Hardware is required to be reconfigured, modified, or otherwise changed after its sale to and installation at the Customer's location due to the Customer's or a local, state, or federal government certification change(s) or due to any statutory changes or new requirements, Hart will determine the feasibility and cost of the required changes and advise the Customer of the total amount due for those Hart Hardware changes. Upon written approval to move forward with the changes and receipt from the Customer of the stated fees, Hart will complete the required changes to the Customer's Hart Hardware. THIS LIMITED WARRANTY DOES NOT APPLY TO ANY THIRD PARTY HARDWARE.

9.4. **Professional Services Warranty.** Hart represents and warrants that any Professional Services shall be performed in a professional and workmanlike manner.

9.5. **Exclusions from Warranty and Software Support Services.** The warranties under this Section and Software Support under Section 8 do not cover defects, errors, or malfunctions that are caused by any external causes, including, but not limited to, any of the following: (a) Customer’s failure to follow operational, support, or storage instructions as set forth in applicable documentation; (b) the use of incompatible media, supplies, parts, or components; (c) modification or alteration of the Verity system, or its components, by Customer or third parties not authorized by Hart; (d) use of equipment or software not supplied or authorized by Hart; (e) external factors (including, without limitation, power failure, surges or electrical damage, fire or water damage, air conditioning failure, humidity control failure, or corrosive atmosphere harmful to electronic circuitry); (f) failure to maintain proper site specifications and environmental conditions; (g) negligence, accidents, abuse, neglect, misuse, or tampering; (h) improper or abnormal use or use under abnormal conditions; (i) use in a manner not authorized by this Agreement or use inconsistent with Hart’s specifications and instructions; (j) use of software on Equipment that is not in good operating condition; (k) acts of Customer, its agents, servants, employees, or any third party; (l) servicing or support not authorized by Hart; (m) Force Majeure; or (n) Consumables, unless expressly set forth in Section 9.2. In any case where Hart Proprietary Software interfaces with third party software, including but not limited to, the Customer’s voter registration system, non-Hart election management system, early voting validation system, non-Hart election systems, absentee envelope management systems, or other like systems, Hart will not be responsible for proper operation of any Software that interfaces with the third party software should such third party software be updated, replaced, modified, or altered in any way. Hart will also not be responsible for the proper operation of any Software running on Customer’s computer equipment, should Customer install a new computer operating system on said equipment without advising Hart of such changes and receiving Hart’s written approval. Hart will not be responsible for the proper operation of any Software should it be configured or operated in any manner contrary to that described herein. Professional Services and associated costs may be required in those situations where the Customer requests Hart’s review and approval of any system changes outside the original system specifications at the time of the original acceptance date of this Agreement. Hart reserves the right to charge for repairs on a time-and-materials basis at Hart’s then-prevailing rates, plus expenses, and for replacements at Hart’s list prices caused by these exclusions from warranty and support coverage.
9.6. **Third Party Hardware and Sublicensed Software Excluded.** HART MAKES NO REPRESENTATIONS OR WARRANTIES AS TO THIRD PARTY HARDWARE AND SUBLICENSED SOFTWARE, IF ANY, PROVIDED BY HART TO CUSTOMER, ALL OF WHICH IS SOLD, LICENSED, OR SUBLICENSED TO CUSTOMER “AS IS,” OTHER THAN AS MAY BE PROVIDED IN ANY PASS-THROUGH WARRANTY DESCRIBED BELOW. HART HAS NO RESPONSIBILITY OR LIABILITY FOR THIRD PARTY HARDWARE AND SUBLICENSED SOFTWARE, IF ANY, PROVIDED BY HART’S DISTRIBUTORS OR OTHER THIRD PARTIES TO CUSTOMER. If Hart sells, licenses, or sublicenses any Third Party Hardware or Sublicensed Software to Customer, Hart will pass through to Customer, on a nonexclusive basis and without recourse to Hart, any third-party manufacturer’s warranties covering the equipment or software, but only to the extent, if any, permitted by the third-party manufacturer. Customer agrees to look solely to the warranties and remedies, if any, provided by the manufacturer or third-party licensor. For a list of Third Party Hardware, see Exhibit A. For a list of Sublicensed Software, see Exhibit D or the applicable order. The disclaimers in this Section 9.6 are not intended to apply to embedded third party software integrated within the Hart Proprietary Software, contemplated by Section 5.1.

9.7. **Limited Remedies.** HART’S SOLE RESPONSIBILITY FOR MALFUNCTIONS AND DEFECTS IN PRODUCTS AND SERVICES IS LIMITED TO REPAIR AND REPLACEMENT AS SET FORTH IN, AND TO THE EXTENT SET FORTH IN, THIS WARRANTY TERMS SECTION.

10. **PROFESSIONAL SERVICES**

10.1. **Professional Services.** Subject to the terms and conditions of this Agreement, Hart will provide Customer (i) operational training and on-site support at the first election in which the Products are used, and (ii) the Professional Services described in each Hart-accepted, Customer-signed quotation. Professional Service days cannot be exchanged for Product fees, Annual Fees, or fees for other Services. If the Professional Services in an applicable quotation are not used prior to 60 days after the date of the Customer’s first election in which any portion of the Product is used, Hart’s Professional Services obligations shall expire and unused days will be billed to the Customer without recovery of amounts paid in advance for Professional Services.

11. **REPRESENTATIONS AND WARRANTIES**

11.1. **Due Organization.** Each party represents that it is duly organized, validly existing, and in good standing in the jurisdiction of its organization, and that it has the requisite power and authority to execute and deliver this Agreement and to carry out the transactions contemplated by this Agreement.

11.2. **Conflicting Agreements.** Each party represents and warrants that it has no outstanding agreement or obligation that is in conflict with any of the provisions of this Agreement, or that would preclude it from complying with the provisions hereof.

12. **CUSTOMER RESPONSIBILITIES**

12.1. **Independent Determination.** Customer acknowledges it has independently determined that the Products purchased under this Agreement meet its requirements.

12.2. **Cooperation.** Customer agrees to cooperate with Hart and promptly perform Customer’s responsibilities hereunder. Customer will (a) provide adequate working and storage space for use by Hart personnel near the applicable Hardware; (b) provide Hart full access to the Hardware and Software and sufficient computer time, subject to Customer’s security rules; (c) follow Hart’s procedures for obtaining hardware warranty or software support service requests and determining if warranty remedial service is required; (d) follow Hart’s instructions for obtaining hardware and software support and warranty services; (e) provide a memory dump and additional data in machine-readable form if requested; (f) reproduce suspected errors or malfunctions in Software; (g) provide timely access to key Customer personnel and timely respond to Hart’s questions; and (h) otherwise cooperate with Hart in its performance under this Agreement.

12.3. **Site Preparation.** Customer shall prepare and maintain the installation site in accordance with instructions provided by Hart. Customer is responsible for environmental requirements, electrical interconnections, and modifications to facilities for proper installation, in accordance with Hart’s specifications. Any delays in preparation of the installation site will correspondingly extend Hart’s delivery and installation deadlines.

12.4. **Site Maintenance; Proper Storage.** Customer shall maintain the appropriate operating environment, in accordance with Hart’s specifications, for the Products and all communications equipment, telephone lines, electric lines, cabling, modems, air conditioning, and all other equipment and utilities necessary for the Products to operate properly. Customer shall properly store the Products when not in use.

12.5. **Use.** Customer is exclusively responsible for supervising, managing, and controlling its use of the Products, including, but not limited to, establishing operating procedures and audit controls, supervising its employees, making timely data backups, inputting data, ensuring the accuracy and security of data input and data output, monitoring the accuracy of information obtained, and managing the use of information and data obtained. Customer will ensure that its personnel are, at all times, educated and trained in the proper use and operation of the Products and that the Hardware and Software are used in accordance with
applicable manuals, instructions, and specifications. Customer shall comply with all applicable laws, rules, and regulations with respect to its use of the Products.

12.6. **Backups.** Customer is solely responsible for timely data backups, and Customer will maintain backup data necessary to replace critical Customer data in the event of loss or damage to data from any cause. Hart is not liable for data loss.

13. **TERM AND TERMINATION**

13.1. **Term.**

13.1.1. **Of Agreement.** Unless earlier terminated as set forth herein, the initial term of this Agreement is one (1) year.

13.1.2. **Of License and Support Subscription.** Unless earlier terminated as set forth herein, the initial term of the License and Support Subscriptions is one (1) year. Unless otherwise provided in the applicable quotation subsequently ordered License and Support Subscriptions shall be pro-rated so as to be co-terminus with the initially ordered License and Support Subscriptions.

13.1.3. **Of Hardware Warranty.** Unless earlier terminated as set forth herein, the initial term of new Hardware Warranties is one (1) year.

13.2. **Renewals.**

13.2.1. **Of Agreement.** This Agreement shall automatically renew for successive periods of one (1) year following the initial term unless one party notifies the other of its intent not to renew not less than ninety (90) days prior to the end of the then-current term.

13.2.2. **Of License and Support Subscriptions.** Except as otherwise provided in this Agreement, Customer must renew License and Support Subscriptions before their expiration by paying the Annual Fee invoiced by Hart, as provided in Section 2.2, before the anniversary date immediately following the date of invoice. Each renewal License and Support Subscriptions term will be a one (1) year, commencing on the expiration of the prior term and expiring on the immediately following anniversary date.

13.2.3. **Hardware Warranties.** Hardware warranties may be extended through a separate Extended Hardware Warranty, ordered in accordance with Section 1. Renewal of this Master Agreement and the License and Support Subscription do not, in themselves, extend hardware warranties.

13.3. **Termination.**

13.3.1. **By Hart.** This Agreement and/or all then-current License and Support Subscriptions and Professional Services orders shall automatically terminate or expire as set forth herein and may be terminated by Hart if Customer is in breach of a term hereof and fails to cure such breach within thirty (30) days after written notice of such breach has been given.

13.3.2. **By Customer.** Customer may terminate this Agreement, a Product order, or a License and Support Subscriptions and Professional Services orders issued hereunder if Hart is in breach of a term hereof or thereof, as applicable, and fails to cure such breach within thirty (30) days after written notice of such breach has been given.

13.4. **Effect of Expiration and Termination.** Any termination under Section 13.3.1 shall operate to terminate this Agreement and any then current License and Support Subscriptions and Professional Services orders. Any termination under Section 13.3.2 of a License and Support Subscription or Professional Services order shall operate only upon such subscription or order, and shall have no effect on this Agreement or other subscriptions or orders then in effect. Sections 3, 5.2-5.4, 7, 9.5-9.7, 12, 13.4, and 14-18 shall survive any termination or expiration of this Agreement or the applicable License and Support Subscription and/or Professional Services order. All other rights and obligations shall be of no further force or effect.

14. **CONFIDENTIALITY**

14.1. **Definition.** “Confidential Information” means any information related to Hart’s business or the Verity system, including but not limited to technical data, trade secrets, know-how, research, product plans, products, services, customers, customer lists, markets, software, developments, inventions, processes, formulas, technology, designs, drawings, engineering, hardware configuration information, marketing, finances, or other business information. Confidential Information includes, without limitation, all Software, the Documentation and support materials, and the terms and conditions of this Agreement.

14.2. **Non-Use and Non-Disclosure.** Customer will keep in confidence and protect Confidential Information (electronic or hard copy) from disclosure to third parties and restrict its use to uses expressly permitted under this Agreement. Customer shall take all reasonable steps to ensure that the trade secrets and proprietary data contained in the Hardware and Software and the other Confidential Information are not disclosed, copied, duplicated, misappropriated, or used in any manner not expressly permitted by the terms of this Agreement. Customer shall keep the Software and all tapes, diskettes, CDs, and other physical embodiments of them,
and all copies thereof, at a secure location and limit access to those employees who must have access to enable Customer to use the Software. Customer acknowledges that unauthorized disclosure of Confidential Information may cause substantial economic loss to Hart or its suppliers and licensors.

14.3 **Return of Confidential Information.** Upon termination or expiration of this Agreement or, if earlier, upon termination of Customer’s permitted access to or possession of Confidential Information, Customer shall return to Hart all copies of the Confidential Information in Customer’s possession (including Confidential Information incorporated in software or writings, electronic and hard copies). Upon termination of Customer’s license or sublicense of Software, Customer shall immediately discontinue all use of the Software and return to Hart or destroy at Hart’s option, the Software, including Firmware (and all related Documentation (electronic and hard copy)) and all archival, backup, and other copies of Software, Firmware and Documentation, and provide certification to Hart of such return or destruction. Return or destruction may include hard drives and/or component flash drive devices.

14.4 **Customer Employees, Agents and Contractors.** Customer will inform its employees and other agents and contractors of their obligations under this Section 14 and shall be fully responsible for any breach thereof by such personnel.

15. **INDEMNIFICATION**

15.1 **Indemnity.** Hart, at its own expense, will defend Customer against any claim that the Hart Hardware or Hart Proprietary Software infringes an issued United States patent, registered United States copyright, or misappropriates trade secrets protected under United States law, and shall indemnify Customer against and pay any costs, damages and reasonable attorneys' fees attributable to such claim that are finally awarded against Customer, provided Customer (a) gives Hart prompt written notice of such claims; (b) permits Hart to control the defense and settlement of the claims; and (c) provides all reasonable assistance to Hart in defending or settling the claims.

15.2 **Remedies.** As to Hart Hardware or Hart Proprietary Software that is subject to a claim of infringement or misappropriation, Hart may (a) obtain the right of continued use of the Hart Hardware or Hart Proprietary Software for Customer or (b) replace or modify the Hart Hardware or Hart Proprietary Software to avoid the claim. If neither alternative is available on commercially reasonable terms, then, at the request of Hart, any applicable Software license and its charges will end, Customer will cease using the applicable Hart Hardware and Hart Proprietary Software, Customer will return to Hart all applicable Hart Hardware and return or destroy all copies of the applicable Hart Proprietary Software, and Customer will certify in writing to Hart that such return or destruction has been completed. Upon return or Hart’s receipt of certification of destruction, Hart will give Customer a credit for the price paid to Hart for the returned or destroyed Hart Hardware and Hart Proprietary Software, less a reasonable offset for use and obsolescence.

15.3 **Exclusions.** Hart will not defend or indemnify Customer if any claim of infringement or misappropriation (a) is asserted by an affiliate of Customer; (b) results from Customer’s design or alteration of any Hardware or Software; (c) results from use of any Hart Hardware or Hart Proprietary Software in combination with any non-Hart product, except to the extent, if any, that such use in combination is restricted to the Verity system designed by Hart; (d) relates to Sublicensed Software or Third Party Hardware alone; or (e) arises from Customer-specified customization work undertaken by Hart or its designees in response to changes in Hart Proprietary Software or Sublicensed Software that are made in response to Customer specifications.

15.4 **EXCLUSIVE REMEDIES.** THIS SECTION 15 STATES THE ENTIRE LIABILITY OF HART AND CUSTOMER’S SOLE AND EXCLUSIVE REMEDIES FOR INFRINGEMENT AND TRADE SECRET MISAPPROPRIATION.

16. **DISCLAIMERS AND LIMITATIONS OF LIABILITY**

16.1 **Disclaimer of Warranty.** EXCEPT FOR THE EXPRESS LIMITED WARRANTIES APPLICABLE TO THE PRODUCT(S) AND/OR SERVICES SET FORTH IN SECTION 9, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, (A) THERE ARE NO WARRANTIES, EXPRESS OR IMPLIED, BY OPERATION OF LAW OR OTHERWISE UNDER THIS AGREEMENT, AND (B) HART DISCLAIMS ALL EXPRESS AND IMPLIED WARRANTIES, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE, MERCHANTABILITY, TITLE AND NONINFRINGEMENT FOR ALL HARDWARE, SOFTWARE, AND SERVICES. CUSTOMER IS SOLELY RESPONSIBLE FOR ASSURING AND MAINTAINING THE BACKUP OF ALL CUSTOMER DATA. UNDER NO CIRCUMSTANCES WILL HART BE LIABLE TO CUSTOMER OR ANY THIRD PARTY FOR THE LOSS OF OR DAMAGE TO CUSTOMER DATA THE EXPRESS LIMITED WARRANTIES REFERENCED ABOVE EXTEND SOLELY TO CUSTOMER AND DO NOT INCLUDE ANY TYPE OF ROUTINE MAINTENANCE SERVICE OR PREVENTATIVE MAINTENANCE SERVICE. SOME STATES (OR JURISDICTIONS) DO NOT ALLOW LIMITATIONS ON IMPLIED WARRANTIES, SO THE ABOVE LIMITATION MAY NOT APPLY.

16.2 **Limitations of Liability.** NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THIS AGREEMENT, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, HART WILL NOT BE LIABLE TO CUSTOMER FOR ANY SPECIAL, INDIRECT, INCIDENTAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES (INCLUDING LOST PROFITS) OR FOR LOST DATA SUSTAINED OR INCURRED IN CONNECTION WITH THE HARDWARE, SOFTWARE, SERVICES, OR THIS AGREEMENT, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, REGARDLESS OF THE FORM OF ACTION AND WHETHER
16.3. **Third Party Products, Services and Referrals.** In addition to Third Party Products that may be ordered hereunder, Hart may direct Customer to third parties having products or services that may be of interest to Customer for use in conjunction with the Products or Services. Notwithstanding any Hart recommendation, referral, or introduction, Customer will independently investigate and test non-Hart products and services and will have sole responsibility for determining suitability for use of non-Hart products and services. Hart has no liability with respect to claims relating to or arising from use of non-Hart products and services, including, without limitation, claims arising from failure of non-Hart products to provide proper time and date functionality.

17. **DISPUTE RESOLUTION**

17.1. **Disputes and Demands.** The parties will attempt to resolve any claim or controversy related to or arising out of this Agreement, whether in contract or in tort ("Dispute"), on a confidential basis according to the following process, which either party may start by delivering to the other party a written notice describing the dispute and the amount involved ("Demand").

17.2. **Negotiation and Mediation.** After receipt of a Demand, authorized representatives of the parties will meet at a mutually agreed-upon time and place to try to resolve the Dispute by negotiation. If the Dispute remains unresolved after this meeting, either party may start mandatory nonbinding mediation under the commercial mediation rules of the American Arbitration Association ("AAA") or such other mediation process as is mutually acceptable to the parties.

17.3. **Injunctive Relief.** Notwithstanding the other provisions of this Section 17, if either party seeks injunctive relief, such relief may be sought in a court of competent jurisdiction without complying with the negotiation and mediation provisions of this Section.

17.4. **Time Limit.** Neither mediation under this section nor any legal action, regardless of its form, related to or arising out of this Agreement may be brought more than two (2) years after the cause of action first accrued.

18. **GENERAL PROVISIONS**

18.1. **Entire Agreement.** This Agreement and the Schedules, Attachments, and Exhibits hereto (including Hart-provided quotations signed by Customer and accepted by Hart) are the entire agreement between the parties with respect to the subject matter contemplated herein, and supersede all prior negotiations and oral agreements with respect thereto. Hart makes no representations or warranties with respect to this Agreement or its Products or Services that are not included herein. The use of preprinted Customer forms, such as purchase orders or acknowledgments, in connection with this Agreement is for convenience only and all preprinted terms and conditions stated thereon are void and of no effect. If any conflict exists between this Agreement and any terms and conditions on a Customer purchase order, acknowledgment, or other Customer preprinted form, the terms and conditions of this Agreement will govern and the conflicting terms and conditions in the preprinted form will be void and of no effect. This Agreement may not be amended or waived except in writing signed by an officer of the party to be bound thereby.

18.2. **Interpretation.** This Agreement will be construed according to its fair meaning and not for or against either party. Headings are for reference purposes only and are not to be used in construing the Agreement. All words and phrases in this Agreement are to be construed to include the singular or plural number and the masculine, feminine, or neuter gender as the context requires.

18.3. **GOVERNING LAW.** THIS AGREEMENT WILL BE GOVERNED BY THE LAWS OF THE STATE OF TEXAS, WITHOUT REGARD TO ITS CONFLICT OF LAW PROVISIONS, UNLESS CUSTOMER IS A GOVERNMENTAL SUBDIVISION OF ANOTHER STATE, IN WHICH CASE THE LAWS OF THE STATE IN WHICH CUSTOMER IS A GOVERNMENTAL SUBDIVISION WILL CONTROL.

18.4. **Severability.** Whenever possible, each provision of this Agreement will be interpreted to be effective and valid under applicable law; but if any provision is found to be invalid, illegal, or unenforceable, then such provision or portion thereof will be modified to the extent necessary to render it legal, valid, and enforceable and have the intent and economic effect as close as possible to the invalid, illegal, or unenforceable provision. If it is not possible to modify the provision to render it legal, valid, and enforceable, then the provision will be severed from the rest of the Agreement and ignored. The invalidity, illegality, or unenforceability of any
provision will not affect the validity, legality, or enforceability of any other provision of this Agreement, which will remain valid and binding.

18.5. **Force Majeure.** “Force Majeure” means a delay encountered by a party in the performance of its obligations under this Agreement that is caused by an event beyond the reasonable control of the party, but does not include any delays in the payment of monies due by either party. Without limiting the generality of the foregoing, “Force Majeure” will include, but is not restricted to, the following types of events: acts of God or public enemy; acts of governmental or regulatory authorities (other than, with respect to Customer’s performance, the Customer, and its governing entities); fires, floods, epidemics, or serious accidents; unusually severe weather conditions; failure of third parties to timely provide software, hardware, materials, or labor contemplated herein including by reason of strikes, lockouts, or other labor disputes. If any event constituting Force Majeure occurs, the affected party shall notify the other party in writing, disclosing the estimated length of the delay and the cause of the delay. If a Force Majeure or other such event occurs, the affected party will not be deemed to have violated its obligations under this Agreement, and time for performance of any obligations of that party will be extended by a period of time necessary to overcome the effects of the Force Majeure.

18.6. **Compliance with Laws.** Customer and Hart shall comply with all federal, state, and local laws in the performance of this Agreement, including those governing use of the Products. Products provided under this Agreement may be subject to U.S. and other government export control regulations. Customer shall not export or re-export any Products.

18.7. **Assignment.** Hart may assign this Agreement or its interests herein any including the right to receive payments, without Customer’s consent. Customer will be notified in writing if Hart makes an assignment of this Agreement. Customer shall not assign this Agreement or any licenses granted hereunder without the express written consent of Hart, such consent not to be unreasonably withheld.

18.8. **Independent Contractors.** The parties to the Agreement are independent contractors and the Agreement will not establish any relationship of partnership, joint venture, employment, franchise, or agency between the parties. Neither party will have the power to bind the other or incur obligations on the other’s behalf without the other’s prior written consent. Hart’s employees, agents, and subcontractors will not be entitled to any privileges or benefits of Customer employment. Customer’s employees, agents, and contractors will not be entitled to any privileges or benefits of Hart employment.

18.9. **Notices.** Any notice required or permitted to be given under this Agreement by one party to the other must be in writing and shall be given and deemed to have been given immediately if delivered in person to the address set forth on the signature page for the party to whom the notice is given, or on the fifth (5th) business day following mailing if placed in the United States Mail, postage prepaid, by registered or certified mail with return receipt requested, addressed to the party at the party’s address set forth on the signature page. Each party may change its address for notice by giving written notice of the change to the other party.

18.10. **Trademarks.** Verity Election Office™, Verity Voting™, Verity Scan™, Verity Touch™, Verity Controller™, Verity Access™, Verity vDrive™, Verity Touch Writer™, Verity Ballot™, Verity Layout™, Verity Build™, Verity Count™, Verity Relay™, Verity Key™, and Verity Central™, and such other Product names indicated as trademarked names of Hart are trademarks of Hart.

18.11. **Attorneys’ Fees.** In any court action at law or equity which is brought by one of the parties to enforce or interpret the provisions of this Agreement, the prevailing party will be entitled to reasonable attorneys’ fees, in addition to any other relief to which that party may be entitled.

18.12. **Equitable Relief.** The parties agree that a material breach of the confidentiality provisions of this Agreement or restrictions set forth herein would cause irreparable injury to Hart for which monetary damages alone would not be an adequate remedy, and therefore Hart shall be entitled to equitable relief in addition to any other remedies it may have hereunder or at law, without the requirement of posting bond or proving actual damages.

18.13. **Government Use.** The use, duplication, reproduction, release, modification, disclosure, or transfer of the Products, no matter how received by the United States Government, is restricted in accordance with the terms and conditions contained herein. All other use is prohibited. Further, the Products were developed at Hart’s private expense and are commercial in nature. By using or receiving the Products, the Government user agrees to the terms and conditions contained in this Agreement including the terms and conditions contained in this paragraph.
Exhibit A

Schedule A or Customer Signed Quote for Initial Order
<table>
<thead>
<tr>
<th>Item</th>
<th>Description</th>
<th>Unit Price</th>
<th>Quantity</th>
<th>Total Price</th>
</tr>
</thead>
<tbody>
<tr>
<td>Verity Touch Writer w/ Access</td>
<td>Ballot marking device with accessibility</td>
<td>$5,300.00</td>
<td>1</td>
<td>$5,300.00</td>
</tr>
<tr>
<td>Verity Accessible Booth</td>
<td>Wheelchair-accessible voting booth w/ transport bag and privacy screens included with</td>
<td></td>
<td>1</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Verity Touch Writer w/ Access</td>
<td></td>
<td>1</td>
<td></td>
</tr>
<tr>
<td>Printer Stand</td>
<td>Small table for printer included with Verity Touch Writer</td>
<td></td>
<td>1</td>
<td></td>
</tr>
<tr>
<td>Okidata B430 Series Printer</td>
<td>Laser printer w/ starter cartridge included with Verity Touch Writer for ballot printing</td>
<td></td>
<td>1</td>
<td></td>
</tr>
<tr>
<td>Verity Build</td>
<td>Verity Build software; includes Verity Data</td>
<td>$15,000.00</td>
<td>1</td>
<td>$15,000.00</td>
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<tr>
<td>Verity Count</td>
<td>Verity Count software</td>
<td>$6,000.00</td>
<td>1</td>
<td>$6,000.00</td>
</tr>
<tr>
<td>Verity Central</td>
<td>Verity Central software (server)</td>
<td>$17,500.00</td>
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<td>$17,500.00</td>
</tr>
<tr>
<td>Verity Workstation</td>
<td>Workstation for Verity software w/ 5-year warranty</td>
<td>$5,900.00</td>
<td>3</td>
<td>$17,700.00</td>
</tr>
<tr>
<td>23&quot; Flat Panel Monitor</td>
<td>Monitor for use with Verity Workstation</td>
<td></td>
<td>3</td>
<td></td>
</tr>
<tr>
<td>Canon DR-G1100 Central Scanner</td>
<td>Central ballot scanner w/ 1-year warranty</td>
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<td>$7,500.00</td>
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<tr>
<td>Okidata C831 Printer</td>
<td>Ballot printer w/ starter cartridges</td>
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<td>$4,000.00</td>
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<tr>
<td>Okidata B430 Series Printer</td>
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<td>vDrive</td>
<td>Flash memory card/audio card for use with Verity devices</td>
<td>$66.00</td>
<td>10</td>
<td>$660.00</td>
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<td>Verity Key</td>
<td>Electronic security token</td>
<td>$109.00</td>
<td>3</td>
<td>$327.00</td>
</tr>
<tr>
<td>Battery Charger, 1 Bay</td>
<td>1-bay charger for Verity voting device battery</td>
<td>$185.00</td>
<td>1</td>
<td>$185.00</td>
</tr>
<tr>
<td>New Implementation Services</td>
<td>Includes training, acceptance testing, project management, and on-site support for the</td>
<td>$12,000.00</td>
<td>1</td>
<td>$12,000.00</td>
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<tr>
<td></td>
<td>first election on the Verity voting system. Additional services, if required, must be</td>
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<td></td>
<td>purchased separately.</td>
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</tr>
<tr>
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Subtotal                             $94,781.00
Shipping and Handling (Estimated)     $1,025.00
Solution Price                       $95,806.00
Special Discount                     ($17,591.00)
Grand Total                          $78,215.00

Bill To: P.O. Drawer D
Downieville, CA 95936
Ship To: 100 Courthouse Square, Room 11
Downieville, CA 95936

Customer Contact
Contact Name: Heather Foster
Email: hfoster@sierracounty.ws
Phone: (530) 289-3295
General Information

<table>
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<tr>
<th>Expiration Date</th>
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<td>4/28/2019</td>
<td>Net 30</td>
<td>Please fax with signature to or scan and email to <a href="mailto:kclakeley@hartic.com">kclakeley@hartic.com</a> to order.</td>
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</tbody>
</table>

Terms and Conditions

Subsequent License and Support will be billed annually per contract terms.
Delivery includes removal and salvage of customer’s existing voting system at no extra charge.
Pricing subject to inventory availability at time of quote execution and acceptance.
Taxes will be calculated in conjunction with the Customer based on the final approved price list. Estimated tax is $5,670.59.

Hart Approval

<table>
<thead>
<tr>
<th>Prepared By</th>
<th>Title</th>
</tr>
</thead>
<tbody>
<tr>
<td>Karen Clakeley</td>
<td>Director, Strategic Accounts</td>
</tr>
</tbody>
</table>

Customer Approval

<table>
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<tr>
<th>Name: _____________________________________________</th>
<th>Title: _____________________________________________</th>
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<tbody>
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<td>Customer Approval: __________________________________</td>
<td>Date: _____________________________________________</td>
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</tbody>
</table>
### Exhibit B

**Hart Customer Support Contact Information and Hours**

The following contact information is to be used by Customer for submitting Support requests to Hart InterCivic, Inc.:

<table>
<thead>
<tr>
<th>Service</th>
<th>Contact Information</th>
</tr>
</thead>
<tbody>
<tr>
<td>Customer Support Center</td>
<td>1-866-275-4278 (1-866-ASK-HART)</td>
</tr>
<tr>
<td>Customer Support Center Fax</td>
<td>1-512-252-6925 or 1-800-831-1485</td>
</tr>
<tr>
<td>E-mail Address</td>
<td><a href="mailto:hartsupport@hartic.com">hartsupport@hartic.com</a></td>
</tr>
<tr>
<td>Hart InterCivic, Inc. Switchboard</td>
<td>1-800-223-HART (4278)</td>
</tr>
<tr>
<td>Hours of Operation</td>
<td>7AM-6PM Central Time, M-F</td>
</tr>
<tr>
<td>After Hours</td>
<td>Leave Voicemail with contact information for return call</td>
</tr>
</tbody>
</table>

*(The rest of this page has been intentionally left blank.)*
Exhibit C

Definitions

“Hart” means Hart InterCivic, Inc., a Texas corporation.

“Verity Access™” means the audio tactile interface (ATI) controller created by Hart as an add-on component to a Verity Touch™ that facilitates the performance of voting activities by disabled voters, for example, by providing an audio ballot presentation and/or accepting inputs from adaptive switch mechanisms that facilitate interaction with disabled voters, as needed.

“Verity Print™” means the device created by Hart for purposes of on-demand ballot printing; this device creates a blank paper ballot from the poll worker’s selection of the voter’s ballot style or precinct on the Verity Print interface.

“Verity Controller™” is a polling place management console capable of interacting with one or more Verity Touch™ devices by transmitting and receiving signals that manage an election, e.g., by opening and closing the polls, providing or recording an audit trail of system events during an election, storing cast ballot data, and applying data security and integrity algorithms.

“Verity Scan™” means the Verity Scan™ device created by Hart, consisting of an in-person digital ballot imaging device. The single-feed scanner transports and scans both sides of a ballot simultaneously, and it is securely attached to a ballot box that provides for secure ballot storage and transport.

“Verity Election Office” means Hart InterCivic’s software platform that can accommodate a variety of election administration applications and is designed for interoperability with Verity Voting Hardware and Software.

“Verity Touch™” means the Verity Touch™ electronic voting device created by Hart. Verity Touch devices consist of hardware including an electronically configurable voting station that permits a voter to cast votes by direct interaction, which voting station in its present configuration created by Hart comprises an electronically configurable touchscreen liquid crystal display (LCD) panel for use in displaying ballot images, and options for tactile input buttons that facilitate voter options for selecting ballot choices and casting a ballot.

“Verity Touch Writer™” means the device created by Hart for ballot-marking functions. Touch Writer creates a paper marked ballot from the voter’s selections on the electronic interface or the Verity Access ATI controller.

“Verity Voting” means Hart InterCivic’s family of voting system components designed to conform to federal voting system standards.

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HART PROPRIETARY SOFTWARE AND SUBLICENSED SOFTWARE

Hart Proprietary Software Licensed to Customer via annual subscription may include the following. Actual software and firmware licensed is indicated in the quote or response associated with this Agreement:

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<tr>
<th>SOFTWARE/FIRMWARE NAME</th>
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<tr>
<td>Verity Count</td>
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<tr>
<td>Verity Central</td>
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<tr>
<td>Verity Touch Writer w/ Access</td>
<td>3.0.1</td>
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</tbody>
</table>

Licensed Location is the jurisdiction named on the signature page of this Agreement. Any future releases or updates to the software versions listed above will be documented in Hart Release Notes and Version Verification documents. Such releases and updates shall be considered Hart Proprietary Software licensed under this Agreement.

Software Sublicensed to Customer via annual subscription:

None

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February 27, 2019

County Clerk/Registrar of Voters (CC/ROV) Memorandum #19015

TO: All County Clerks/Registrars of Voters

FROM: /s/ Susan Lapsley
Office of Voting Systems Technology Assessment

RE: Notice of Withdrawal of Certification and Conditional Approval of Voting Systems - Effective August 27, 2019

In counties throughout the state, voting systems are at or near their life expectancy, with some voting system vendors no longer making replacement parts and/or no longer providing tech support. Meanwhile, the state budget for FY 2018/2019 includes $134 million for purposes of upgrading or replacing aging voting systems. The Secretary of State continues to advocate for additional and ongoing funding for California election modernization and administration.

This CC/ROV serves as notice that the Secretary of State, pursuant to the authority granted in Elections Code Section 19232 withdraws certification and conditional approval of all California voting systems, in whole or in part, not tested and certified to the California Voting System Standards (CVSS), effective August 27, 2019. Elections Code section 19232 states that “the Secretary of State may decertify any voting system or part thereof, determined to be defective, obsolete, or unacceptable.” The voting systems being decertified contain obsolete hardware and software components, and employ end-of-life operating systems that are no longer supported. This Notice of Withdrawal does not apply to other voting technology such as Remote Accessible Vote By Mail systems (RAVBMs) or Electronic PollBooks.

For your reference, as of February 27, 2019, the following voting systems have been tested and certified to CVSS:

• Dominion Voting Systems, Inc. - Democracy Suite 5.2 Voting System;
• County of Los Angeles - Voting Solutions for All People (VSAP) Tally 1.0 System; and
• HART InterCivic, Inc. - Verity Voting 3.0.1 Voting System.
Additionally, the following voting systems are currently being reviewed and tested to CVSS:

• Dominion Voting Systems, Inc. - Democracy Suite 5.10;
• County of Los Angeles - Voting Solutions for All People (VSAP) Tally Version 2.0; and
• Election Systems and Software, Inc. - EVS 6.0.4.2

**Public Hearing and Comment Period**

While not required by state law, the Secretary of State calls for a public hearing to provide interested persons an opportunity to express their views regarding this withdrawal of certification and conditional approval of voting systems not tested and certified to CVSS. The hearing will take place on March 19, 2019 at 1:00 pm at the State Capitol, 1315 10th Street, Room 3191, Sacramento, California 95814. Anyone wishing to submit written comments can do so by delivering it in person at the hearing or via U.S. postal service, or by e-mailing it to votingsystems@sos.ca.gov by 5:00 p.m. on March 27, 2019.

**Request for Conditional Approval for Extension of Use**

The withdrawal is effective August 27, 2019, however, pursuant to Elections Code section 19232, any election scheduled six months from August 27, 2019, shall not be affected by this action. Therefore, any federal, state, county, municipal, district or school election scheduled from August 27, 2019, until February 27, 2020, may continue to use voting systems not tested and certified to CVSS.

Additionally, the Secretary of State acknowledges that there may be circumstances that may hinder a jurisdiction from implementing a CVSS certified voting system by February 27, 2020, including, but not limited to, delays in the procurement process or a county budget. In recognition of unique challenges a county may face, a written Request for Conditional Approval for Extension of Use may be submit by a county to the Secretary of State seeking to utilize a decertified system for any election scheduled after February 27, 2020. The request must be submitted by April 5, 2019, and include the following:

1. The jurisdiction's justification for Conditional Approval for Extension of Use.
2. The jurisdiction’s plan and schedule to implement a CVSS certified voting system, which shall include at a minimum:
   a. Executive Summary
   b. Procurement Schedule
   c. Staff Training Schedule
   d. Implementation Date
Key Dates

- February 27, 2019 to March 28, 2019 – Written public comment period.
- March 19, 2019 – Public Hearing
- April 5, 2019 - Request for Conditional Approval for Extension of Use deadline.
- August 27, 2019 – Withdrawal Effective
- August 27, 2019 to February 27, 2020 – Jurisdictions may continue to use voting systems not tested and certified to CVSS.
- February 28, 2020 – Voting systems not tested and certified to CVSS may no longer be used, except for those jurisdictions that have received a Conditional Approval for Extension of Use by the SOS.

Should you have questions regarding this memorandum, please contact OVSTA at (916) 695-1680.
August 29, 2018

County Clerk/Registrar of Voters (CC/ROV) Memorandum #18206

TO: All County Clerks/Registrars of Voters

FROM: /s/ Susan Lapsley  
Deputy Secretary of State and Counsel

RE: New State and Federal Help America Vote Act (HAVA) Funding Available

New state and federal HAVA funding has been authorized by the state and federal governments to be used for election purposes. Currently, for fiscal year 2018-2019, the following funds will be made available to counties:

- $134 million in state funds for voting system modernization;
- $1.5 million in federal funds for costs associated with cyber security risks and associated infrastructure needs related to VoteCal; and
- $1.5 million in federal funds for costs associated with polling place accessibility.

As with all previous funding, these county funds will be allocated through state contracts with the counties and be reimbursement based. Approval by your County Board of Supervisors along with the appropriate County Resolution will be required. Draft contracts will be sent at the end of September.

**State Funds:**

The Governor's fiscal year 2018-2019 state budget provides $134 million for counties for the replacement of voting systems, including all tabulation equipment, accessible equipment, election management system software and hardware, electronic poll books and ballot on demand printers. This cost includes a one-time purchase of all the necessary hardware, software, peripherals and one year's worth of software licenses.

The $134 million dollars will require that the county match funds for eligible expenditures on a dollar-for-dollar basis, up to the allocated amount on a reimbursement basis. See Assembly Bill 1824, Chapter 38 (Stats. 2018), which adds sections 19400 and 19402 to the Elections Code and specifies details around the funding.
Specifically:

- Counties may seek reimbursement for payments made pursuant to a purchase agreement, lease agreement, or other contract made after April 29, 2015.
- Counties may seek reimbursement where the county has spent matching county funds on voting system replacement activities on a dollar-for-dollar basis, up to the maximum amount of funds allocated for the contract.
- Reimbursable voting system replacement activities include reimbursement for:
  - New voting systems that have been certified pursuant to the California Voting System Standards.
  - Electronic poll books certified by the Secretary of State.
  - Ballot on demand systems certified by the Secretary of State.
  - Vote by mail ballot drop boxes that comply with any applicable regulations adopted by the Secretary of State.
  - Remote accessible vote by mail systems certified or conditionally approved by the Secretary of State.
  - 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.
  - Vote by mail ballot sorting and processing equipment.
  - Research and development of a new voting system using only nonproprietary software and firmware with disclosed source code 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.
  - Manufacture of voting system units reasonably necessary for either of the purposes described in Elections Code sections 19209 to 19214.

The funding for each county for voting system replacement was approved and set through the fiscal year 2018-2019 budget process. The amount allocated for each county is fixed and was based on a variety of factors and assumptions, including such things as county size, number of precincts, and voting equipment needs. See Attachment A for the breakdown by county for these funds. Reimbursement will be allowed for qualifying payments made pursuant to a purchase agreement, lease agreement, or other contract made after April 29, 2015, through June 2021.

**Federal Funds:**

The United States Congress passed and the President signed the Consolidated Appropriations Act of 2018 which appropriated $380 million dollars in 2018 HAVA Election Security Fund grants for election security. The U.S. Election Assistance Commission (EAC) awarded California $34,558,874, to assist with activities to improve the administration of elections for Federal office. The EAC has identified several areas of suggested use primarily focused around cybersecurity. The Secretary of State has submitted our plan for the $34 million, which will help address cyber security risks, polling place and vote center accessibility, capital costs, infrastructure needs, and
equipment costs associated with vote center implementation, and efforts associated with risk limiting audits, including by enhancing election technology and making election security improvements, as authorized under Section 101 of HAVA. See Attachment B for the Secretary of State’s plan for utilizing the funding.

For fiscal year 2018-2019 the following federal funding for counties has been authorized.

- $1.5 million for county support for Cyber Security related to VoteCal associated with cyber security risks and associated infrastructure needs related to VoteCal.
- $1.5 million for county support for Polling Place Accessibility and Improving the Administration of Elections.

This funding does not require a county match. See Attachment A for the breakdown by county for these funds. Reimbursement will be allowed for qualifying payments made through June 2019.

Kathryn Chaney (KC) will be the contact for the contract process for all of these funds. Any questions you have about the status of your contract or reimbursement claims should be directed to Ms. Chaney. She can be reached by telephone at (916) 695-1657 or by email kchaney@sos.ca.gov.
## Attachment A

### County Allocation of FY 18-19 Federal and State Funding

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<td>State Funds</td>
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Attachment B

California Secretary of State HAVA Funding Narrative
Submitted to and Approved by the Election Assistance Commission July 2018

$1,564,000 – Fiscal Year 2018-2019
County Support for Cyber Security related to VoteCal
Support of county efforts associated with cyber security risks and associated infrastructure needs related to VoteCal.

$1,564,000 – Fiscal Year FY 2018-2019
County Support for Polling Place Accessibility and Improving the Administration of Elections
Support of county efforts associated with polling place accessibility and improving the administration of elections.

$20,000,000 – Fiscal Years 2018-2019, 2019-2020
County Support for Vote Center Implementation
County support for capital costs, infrastructure needs, and equipment costs associated with vote center implementation.

$3,000,000 – Fiscal Year 2019-2020
County Support for Cyber Security
County support for efforts associated with cyber security risks and associated infrastructure needs.

$4,000,000 – Fiscal Years 2019-2020, 2020-2021
VoteCal Security Enhancements
VoteCal technical and security enhancements.

$3,000,000 – Fiscal Years 2019-2020, 2020-2021
County Cyber Security Training
Development of security training curriculum and training of counties annually.

$400,000 – Fiscal Years 2019-2020, 2020-2021
Election Auditing
County support for county efforts associated with risk limiting audits.

Personnel Costs
Secretary of State indirect costs including: personal services costs of administrative, supervisory, and executive staff; personal services costs of support units, including accounting, internal audits, legal, information technology, clerical support, etc.

Total: $34,558,874
STANDARD AGREEMENT
STD 213 (Rev. 10/2016)

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.

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<td>Exhibit G</td>
<td>Contractor Voting System Replacement Activity Report</td>
<td>1 pages</td>
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*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

PRINTED NAME OF PERSON SIGNING
Paul Roen

CONTRACTOR AUTHORIZED SIGNATURE
[Signature]

DATE SIGNED
02-05-2019

STATE OF CALIFORNIA

CONTRACTING AGENCY NAME
Secretary of State

CONTRACTING AGENCY ADDRESS
1500 11th Street

PRINTED NAME OF PERSON SIGNING
Shannon Kaufman

CONTRACTING AGENCY AUTHORIZED SIGNATURE
[Signature]

DATE SIGNED
2/12/19

EXEMPTION, IF APPLICABLE
Gov Code § 14616

Page 1 of 1
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:
     o Testing and seeking administrative approval for the voting system pursuant to Section 19210 to 19214, inclusive.
     o 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.
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
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
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.
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.
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**
January 2, 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:

$10,000.00
Ten 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.

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**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**
Heather Foster

**CONTRACTOR AUTHORIZED SIGNATURE**
Heather Foster

**DATE SIGNED**
1/8/2019

**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 Kaufman

**CONTRACTING AGENCY AUTHORIZED SIGNATURE**
Shannon Kaufman

**DATE SIGNED**
1/22/19

**CALIFORNIA DEPARTMENT OF GENERAL SERVICES APPROVAL**
Exemption, if applicable
Gov Code § 14616
EXHIBIT A
(Standard Agreement)

SCOPE OF WORK

A. PURPOSE OF AGREEMENT

The purpose of this Agreement is to provide the County of Sierra (County) with Help America Vote Act (HAVA) Federal funds provided by the U.S. Election Assistance Commission (EAC) for county efforts to improve cyber security and infrastructure related to VoteCal.

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

   County: Heather Foster (530) 289-3295
   SOS: Harjit Basi (916) 695-1627

B. APPROPRIATE USES OF HAVA FUNDS

HAVA funds received pursuant to this contract shall be used for reimbursement for costs reasonably incurred for:

1. Conducting security assessments, such as: penetration testing, scanning, phishing testing, red team exercises, social engineering, and wireless access discovery. An assessment should, at a minimum, include a review of:
   - Critical, high risk technology systems.
   - User access controls and passwords.
   - Internet facing systems to identify public facing vulnerabilities and configuration errors.
   - Applicable regulations and standards.
   - Multiprotocol Label Switching network access points between VoteCal and the county.
   - Patch management strategy.
   - All sensitive data that is maintained and its protection.
   - Incident response plans.

2. Third party software and/or hardware in support of improving the county's cyber security capabilities related to VoteCal. All hardware and/or third-party software must be in support of VoteCal infrastructure related to cyber security.

3. Software, hardware or consulting services and/or any associated IT installation directly related to cyber security risks.

4. Privacy and security awareness training to all staff utilizing the county voter registration and election information systems in accordance with State Administrative Manual (SAM) Sections 5320 – 5320.2 and the Information Practices Act of 1977 (California Civil Code §§1798 et seq). Training shall include cyber security best practices, including how to recognize a phishing email, creating and maintaining strong passwords, utilizing multi-factor authentication, and avoiding dangerous applications.
5. Physically securing servers hosting county voter registration and election information systems including the county's Election Management System (EMS) and county EMS databases as well as any Secretary of State property.

6. Properly updating and hardening servers hosting the county voter registration and election information systems including the county's EMS and county EMS databases as well as any Secretary of State property.

7. Establishing, maintaining and participating in the dedicated VoteCal County Test Environment (CTE).

8. Services to improve security practices and documentation, including drafting and documenting information security policies and procedures, an incident response plan to handle a security or data breach, or other critical documents related to security.

9. Monitoring systems and applications to prevent and detect data breaches or fraud including interconnected systems.

Items presumed to not be reimbursable:

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

1. Costs not directly related to VoteCal infrastructure security.
2. Overhead costs.
3. Computers/Laptops/Tablets.
4. Blackberries/Smartphones (hand held computers).
5. Other office equipment, including but not limited to fax machines, copiers and scanners, unless prior approval has been obtained from the granting agency.
6. Office supplies, including but not limited to paper, pens and post-it notes.
7. Travel costs.

C. CONDITION FOR RECEIVING FUNDS

The County may seek reimbursement for the activities identified above, provided that the County has done both of the following within the six months preceding the claim for reimbursement:

1. Conducted an assessment identified in B(1) above.
2. Conducted privacy and security awareness training for all staff utilizing the county voter registration and election information systems including cyber security best practices identified in B(4) above.
3. Invoices must include itemized list of costs prior to reimbursement.
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.

   C. VoteCal will reimburse County as specified in Exhibit A ‘Scope of Work’, Section B ‘Appropriate Uses of HAVA Funds’.

2. Budget Contingency Clause

   A. It is mutually agreed that if the Budget Act, or a HAVA Spending Plan or Spending Plan amendment, of the current year and/or subsequent years covered under this Agreement does not appropriate sufficient funds for the program, this Agreement shall be of no further force and effect. In this event, the State shall have no liability to pay any funds whatsoever to Contractor or to furnish any other considerations under this Agreement and Contractor shall not be obligated to perform any provisions of this Agreement.

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

3. Federal Funds

   A. It is mutually understood between the parties that this contract may have been written for the mutual benefit of both parties before ascertaining the availability of congressional appropriation of funds, to avoid program and fiscal delays that would occur if the contract were executed after that determination was made.

   B. This contract is valid and enforceable only if the United State Government for the fiscal year 2018/19, 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.

4. **Prompt Payment Clause**

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

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

County shall not receive, pursuant to Agreement, more than $10,000.00.

6. **Failure to Properly Claim Maximum Amount of HAVA Funds**

Notwithstanding any provision of Agreement, County shall be entitled to receive only those amounts for fully supported and appropriate claims which are properly submitted, pursuant to the provisions of Agreement and all applicable state and federal laws, regulations, and procedures.

7. **Basis of Claims**

Subject to the provisions of Paragraph 9, 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 Exhibit A ‘Scope of Work’, Section B ‘Appropriate Uses of HAVA Funds’.

8. **Processing of Claims**

The Secretary of State shall establish the criteria and processes for submitting claims under this program. Such criteria shall include requirements that all claims:

A. Contain a face sheet that summarizes each expenditure made as set forth in Exhibit A ‘Scope of Work’;

B. Include the total amount of the claim;

C. Include the agreement number on the face sheet;

D. Identify whether additional claims are expected to be submitted;

E. Include the hourly charge of any county staff for which a claim is made for their time;

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

G. Include signed County staff HAVA Activity Reports, please see sample which is Exhibit G, for each employee and County’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

H. Include a copy of the contract if the County’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.
9. **Application of OMB Circular A-87**

OMB Circular A-87 ("Cost Principles for State, Local and Indian Tribal Governments"), incorporated herein by reference, to the extent applicable, shall govern with respect to all aspects of this program. The provisions of OMB Circular A-87 may be found at http://www.whitehouse.gov/omb/circulars.

10. **Retroactive Payments**

Counties may claim reimbursement for expenses and activities permissible under the terms of this Agreement that occur after April 1, 2018 and before June 30, 2021.

11. **Payments of Claims**

Payments made by the State with respect to any claim shall be sent directly by the State Controller’s office to the County.

12. **Deadline for Submitting Claims**

The deadline for submitting any claim under this program is September 30, 2021, which is 60 days after the expiration date of this agreement.

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.
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
SPECIAL TERMS AND CONDITIONS

A. AUDITING

1. Receipt of HAVA funds by a county indicates agreement to establish a dedicated HAVA account for these funds. Therefore, any payment received by County pursuant to this program shall be deposited in a separate, segregated account and any payment made by County related to this program shall be paid from that account whether or not the County has paid the vendors for services rendered before submitting invoices to the State.

2. Any recipient of federal funds to meet the Help America Vote Act requirements agrees to be audited pursuant to federal and state law. Accordingly, all documents and electronic files must be produced upon request by the auditors. CFDA Number for this contract is 39.011. The audit may include a review of all books, papers, accounts, documents, or other records of County as they relate to any HAVA funds. County shall also provide access to all employees having knowledge of the HAVA funds program to assist the auditor. County shall provide a copy of any document, paper, or electronic record requested by the auditor;

3. OMB Circular A-133 ("Audits of States, Local Governments, and Non-Profit Organizations"), and OMB Circular A-87, incorporated herein by reference, shall govern with respect to all aspects of this program. The provisions of these circulars may be found at http://www.whitehouse.gov/omb/circulars;

4. County shall maintain records in a manner that:
   a. Accurately reflects fiscal transactions with necessary controls and safeguards;
   b. Provides complete audit trails, based whenever possible on original documents (purchase orders, receipts, progress payments, invoices, timesheets, cancelled warrants, warrant numbers, etc.);
   c. Provides accounting data so the costs can readily be determined throughout Agreement period.

5. Records shall be maintained for three years after expiration of Agreement and for at least one year following any audit or final disposition of any disputed audit finding;

6. If the final disposition of any disputed audit finding is determined to be a disallowed cost that the Secretary of State has paid the County, the County shall return to the Secretary of State an amount equal to the disallowance.

7. County shall permit periodic site visits by the Secretary of State or the Secretary of State's designee or designees to determine if any HAVA funds are being used or have been used in compliance with Agreement and all applicable laws;

8. Upon request, county shall report to the Secretary of State at least once every 90 (ninety) days until all funds received have been expended, on the status of HAVA funds received, in a manner determined by the Secretary of State.
B. GENERAL PROVISIONS

1. The program is conditioned on State receiving reimbursement from the federal government pursuant to HAVA Section 101.

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

3. No portion of any HAVA funds shall be used for partisan political purposes. All contractors providing services are required to sign an agreement, please see Exhibit E Item 1, to abide by the Secretary of States’ policy to refrain from engaging in political activities that call into question the impartiality of the Secretary of State's Office. County is to submit agreement signed by each employee of contractor’s firm who worked for County pursuant to this Agreement with the County’s first invoice.

4. The provisions of the federal Hatch Act shall apply to employees working for state and local entities receiving HAVA funds. The Hatch Act may be reviewed at http://www.osc.gov/documents/hatchact/ha_sta.pdf;

5. Any interest earned by County on money received pursuant to this Agreement must be reported in writing to the Secretary of State within 30 days of expiration of this Agreement. All interest must be used by the County for the purposes of implementing activities allowable under this Agreement;

6. Failure by any eligible County to execute a contract within 90 days of the date on which this contract is made available shall constitute an express desire to forego funds;

7. Funds not claimed by County within 90 days of the end date of this contract, or any funds claimed by a county that are not approved for county use by the Secretary of State within 180 days of the end date of this contract, shall be reallocated and may only be used to meet Section 101 of HAVA;

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

9. Agreement is subject to any restrictions, limitations or conditions enacted or promulgated by the United States Government, or any agency thereof, that may affect the provisions, terms or funding of Agreement in any manner;

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

11. County warrants by execution of Agreement, that no person or selling agency has been employed or retained to solicit or secure this contract upon agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by County for the purpose of securing business. For breach or violation of this warranty, the State shall, in addition to other remedies provided by law, have the right to annul this contract without liability, paying only for the value of the work actually performed, or otherwise recover the full amount of such commission, percentage, brokerage, or contingent fee;
EXHIBIT D
(Standard Agreement)

12. Nothing contained in Agreement or otherwise, shall create any contractual relation between the State and any subcontractor or vendor, and no subcontractor shall relieve County of its responsibilities and obligations hereunder. County agrees to be as fully responsible to State for the acts and omissions of its subcontractors and of persons either directly or indirectly employed by any of them as it is for the acts and omissions of persons directly employed by County. County's obligation to pay its subcontractors is an independent obligation from the State's obligation to make payments to County. As a result, State shall have no obligation to pay or to enforce the payment of any moneys to any subcontractor or vendor of County;

13. Pursuant to federal law, by signing this agreement or execution of this purchase order the Contractor certifies under the penalty of perjury that the contracting entity is not excluded or ineligible from federal assistance programs and thereby is not on the federal government's list of suspended or debarred entities.

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

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

ADDITIONAL PROVISIONS

Secretary of State Policy Regarding Political Activity in the Workplace

SECRETARY OF STATE POLICY REGARDING POLITICAL ACTIVITY IN THE WORKPLACE

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

1) No employee of or contractor with the Secretary of State’s Office shall engage in political campaign-related activities on state-compensated or federal-compensated time, except as required by official duties, such as answering inquiries from the public. In those cases where the contractor with the Secretary of State’s Office is a county, the term “contractor” shall apply only to county elections office employees, county employees redirected to work temporarily for the county elections office, or any person, firm, company or business that provides reimbursable election-related services to a county elections office in furtherance of a contract. This prohibition shall not apply while an employee is on approved vacation or approved annual leave. This prohibition shall not apply to activities engaged in during the personal time of an employee.

2) No employee of or contractor with the Secretary of State’s Office shall use any state property in connection with political campaign activities. It is strictly prohibited to schedule political campaign-related meetings or to conduct political campaign-related meetings in state office space, even if after normal working hours.

3) No employee of or contractor with the Secretary of State’s Office shall use his or her official status with the Secretary of State’s Office to influence political campaign-related activities or to confer support for or indicate opposition to a candidate or measure at any level of government.

4) No employee of or contractor with the Secretary of State’s Office may be involved with political campaign-related telephone calls, letters, meetings or other political campaign-related activities on state-compensated or federal-compensated time. Requests by employees to switch to alternative work schedules, such as 4-10-40 or 9-8-80 work weeks, or to take vacation in order to accommodate political campaign-related activities or to attend political campaign functions, will be judged in the same manner and on the same basis as any other requests of this nature (i.e., existing needs of the office and discretion of the division chiefs).

5) The receipt or delivery of political campaign contributions or photocopies thereof on state property is strictly prohibited, as is the use of office time or state resources (e.g., intra-office mail or fax machines) to solicit or transmit political campaign contributions.

6) No employee of or contractor with the Secretary of State’s Office may authorize any person to use his or her affiliation with the Secretary of State’s Office in an attempt to suggest that the employee’s or contractor’s support or opposition to a nomination or an election for office or a ballot measure is of an “official,” as distinguished from private, character.

7) No employee of or contractor with the Secretary of State’s Office may display political campaign-related buttons, posters, or similar materials in areas visible to individuals who are in public areas of the Secretary of State’s Office; nor may an employee of or contractor with the Secretary of State’s Office display political campaign-related posters or other materials on windows facing out of the state office building.
8) No employee of or contractor with the Secretary of State's Office may use official authority or influence for the purpose of interfering with or attempting to affect the results of an election or a nomination for any public office.

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 'Scope of Work'.
**CONTRACTOR HAVA ACTIVITY REPORT**

**NAME**

**COMPANY NAME**

**Month/Year**

**HAVA Coordinator's Approval**

**Location (Sacto/LA)**

<table>
<thead>
<tr>
<th>Contract Number:</th>
<th>HAVA ACTIVITY HOURS</th>
<th>PROGRAM TIME REPORTING</th>
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<th>DELIVERABLE NAME</th>
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(Taken from proposal and contract)

**SIGNATURE OF CONTRACTOR**

**DATE**
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
December 10, 2018 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:

$10,000.00

Ten 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.

<table>
<thead>
<tr>
<th>EXHIBITS</th>
<th>TITLE</th>
<th>PAGES</th>
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<tbody>
<tr>
<td>Exhibit A</td>
<td>Scope of Work</td>
<td>4 pages</td>
</tr>
<tr>
<td>Exhibit A-1</td>
<td>Polling Place Accessibility Surveyor Training Schedule</td>
<td>1 pages</td>
</tr>
<tr>
<td>Exhibit B</td>
<td>Budget Detail and Payment Provisions</td>
<td>3 pages</td>
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<tr>
<td>Exhibit C *</td>
<td>General Terms and Conditions</td>
<td>GTC 04/2017</td>
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<tr>
<td>Exhibit D</td>
<td>Special Terms and Conditions (Attached hereto as part of this Agreement)</td>
<td>3 pages</td>
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<tr>
<td>Exhibit E</td>
<td>Additional Provisions</td>
<td>2 pages</td>
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<tr>
<td>Exhibit F</td>
<td>County Resolution</td>
<td>1 page</td>
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<tr>
<td>Exhibit G</td>
<td>Contractor HAVA Activity Report</td>
<td>1 page</td>
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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
Downieville CA 95936-0398

PRINTED NAME OF PERSON SIGNING
Heather Foster

TITLE
Clerk-Recorder/ROV

DATE SIGNED
12/4/18

STATE OF CALIFORNIA

CONTRACTING AGENCY NAME
Secretary of State

CONTRACTING AGENCY ADDRESS
1500 11th Street
Sacramento CA 95814

PRINTED NAME OF PERSON SIGNING
Shannon Kauffman

TITLE
Business Operations Manager

DATE SIGNED
12/4/18

EXEMPTION, IF APPLICABLE
Gov Code § 14616
SCOPE OF WORK

A. NAME OF PROGRAM

This program shall be known as "HAVA Polling Place Accessibility Training Program."

B. PURPOSE OF AGREEMENT

The purpose of this Agreement is to provide the County of Sierra ("County") with federal reimbursement funds ("HAVA funds"), CFDA Number 39.011, administered by the U. S. Elections Administration Commission (EAC) to comply with the requirements of HAVA Section 101 for the "improvement of the administration of elections", 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: Heather Foster (530) 289-3295

   For State: Kathy Chaney (916) 695-1657

C. USES OF FUNDS

1. General Uses

Provided that the County has at least one County employee or agent attend one of the regional training sessions sponsored by the Secretary of State as noted in Exhibit A-1, 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:

1) Reimbursement for travel expenses incurred after September 1, 2018, for staff to attend one of the Secretary of State training.

2) Reimbursement for staff salaries and benefits incurred after September 1, 2018, for accessibility surveys of polling places or for training staff to survey polling places.

3) Reimbursement for other expenses as provided below incurred after September 1, 2018, 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 that enhance access and participation of individuals with the full range of disabilities that enhance access and participation of individuals with the full range of disabilities in elections for Federal and State office, and 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. For these purposes, items 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 an expenditure is consistent with the General Uses set forth above. The Secretary of State will reimburse for the following items or activities, including taxes on purchased goods:

4) Reimbursement for costs associated with the acquisition or deployment of remote accessible vote by mail system, which allows a voter with a disability to receive a blank ballot to mark electronically, print, and then cast by returning the printed ballot to the elections office.

5) Reimbursement for funds expended after September 1, 2018, assessment supplies or equipment and supplies as needed, including any of the items listed below:
EXHIBIT A
(Standard Agreement)

a. Assessing Accessibility

1) Tools to measure slope;
2) Tools to measure width, turning area, etc;
3) Calculators;
4) Survey kits;
5) Clipboards;
6) Tape measures;
7) Polling Place Inspectors/Surveyors;
8) Cameras;
9) Door pressure gauges;
10) Tablets used for conducting surveys.

b. Equipment and Activities to Improve Physical Accessibility

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

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 poll workers or polling place inspectors;
2) Development, production, translation of video/DVD training materials;

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1 If the county proposes to use funds for this purpose, pre-approval by the Secretary of State is required. Further, county must adhere to requirements set forth in Exhibit E.
EXHIBIT A
(Standard Agreement)

3) Equipment necessary to use videos/DVDs in training of poll workers or polling place inspectors;
4) Stipends to compensate a trainer to train county poll worker trainers on issues specific to accessibility;
5) Poll worker 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 poll worker trainings.

d. Educational and Informational Materials

1) Development, production, translation, and 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) Reformating 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.

e. Remote Accessible Vote-by-Mail System (RAVBM)

1) Reimbursement for costs associated with the acquisition or deployment of remote accessible vote by mail system, which allows a voter with a disability to receive a blank ballot to mark electronically, print, and then cast by returning the printed ballot to the elections office.

Items Presumed to not be reimbursable:

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

1) Administrative costs;
2) Batteries;
3) Blackberries/Smartphones (hand held computers);
4) Braille business cards;
5) Cable TV;
6) Cassette players;
7) Cassette tapes (except those used for voter education);
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);
15) Emergency exit signs;
16) Facility rental;
EXHIBIT A
(Standard Agreement)

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 (except travel reimbursements);
20) Gift bags, pins, buttons, shirts or other promotional items for poll workers, voters or County staff;
21) Invitations;
22) Laptops;
23) Tablet computers unless prior approval as a survey tool has been obtained from the granting agency;
24) Light bulbs;
25) Parking fees (except travel reimbursements for purposes listed in footnote 2);
26) Parking lot improvements;
27) Photographers;
28) Scanners;
29) Staff salaries of County employees not conducting one of the activities allowable;
30) Trailers;
31) Transportation to polling site;
32) Vehicles – purchase, rental, or operating expenses (except rental vehicles used for purposes listed in footnote 2).

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

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2 Travel reimbursements for: election officials performing accessibility assessments; consultants advising election officials on accessibility issues, poll worker training, or voter education; or trainers conducting poll worker training, voter education, or outreach activities.
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 HAVA Spending Plan or Spending Plan amendment, of the current year and/or subsequent years covered under this Agreement does not appropriate sufficient funds for the program, this Agreement shall be of no further force and effect. In this event, the State shall have no liability to pay any funds whatsoever to Contractor or to furnish any other considerations under this Agreement and Contractor shall not be obligated to perform any provisions of this Agreement.

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

3. Federal Funds

A. It is mutually understood between the parties that this contract may have been written for the mutual benefit of both parties before ascertaining the availability of congressional appropriation of funds, to avoid program and fiscal delays that would occur if the contract were executed after that determination was made.

B. This contract is valid and enforceable only if the United State Government for the fiscal years 2018/19 and 2020/20 for the purpose of this program makes sufficient funds available to the state. In addition, this contract is subject to any additional restrictions, limitations, or conditions enacted by the Congress or to any statute enacted by the Congress that may affect the provisions, terms, or funding of this contract in any manner.

C. The parties mutually agree that if the Congress does not appropriate sufficient funds for the program, this contract shall be amended to reflect any reduction in funds.

D. The department has the option to invalidate the contract under the 30-day cancellation clause or to amend the contract to reflect any reduction in funds.
## EXHIBIT B
(Standard Agreement)

### 4. Prompt Payment Clause

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

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

County shall not receive, pursuant to Agreement, more than $10,000.00.

### 6. Failure to Properly Claim Maximum Amount of HAVA Funds

Notwithstanding any provision of Agreement, County shall be entitled to receive only those amounts for fully supported and appropriate claims which are properly submitted, pursuant to the provisions of Agreement and all applicable state and federal laws, regulations, and procedures.

### 7. Basis of Claims

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

### 8. Processing of Claims

The Secretary of State shall establish the criteria and processes for submitting claims under this program. Such criteria shall include requirements that all claims:

1. Contain a face sheet that summarizes each expenditure made by the categories set forth in Paragraph C of Exhibit A 'Scope of Work';
2. Include the total amount of the claim;
3. Include the agreement number on the face sheet;
4. Identify whether additional claims are expected to be submitted;
5. Include the hourly charge of any contractor for which a claim is made for their time;
6. Include the hourly wage or monthly salary of any employee for which a claim is made for their salaries;
7. Include signed Contractor HAVA Activity Reports, please see sample which is Exhibit G, for each employee and contractor's employee for whom reimbursement for time is being claimed. (Vendors who receive payment from HAVA funds are required to submit timesheets for any work paid for as time and materials); and
8. Include a copy of the contract with the contractor if the contractor's invoice does not describe the activities undertaken in such a manner that the State can determine whether the activities comply with the provisions of this Agreement.
9. **Application of OMB Circular A-87**

OMB Circular A-87 ("Cost Principles for State, Local and Indian Tribal Governments"), incorporated herein by reference, to the extent applicable, shall govern with respect to all aspects of this program. The provisions of OMB Circular A-87 may be found at http://www.whitehouse.gov/omb/circulars.

10. **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. **Deadline for Submitting Claims**

The deadline for submitting any claim under this program is August 2, 2021.

12. **Multiple Claims**

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

13. **Documentation to be Submitted**

Each claim shall include a cover page that identifies the activity or service in Exhibit A and the dollar amount associated with each activity or service for which funds are being sought. Each claim shall also include originals or true copies of all invoices, agreements, or other documentation that support the claim, including all documentation required by OMB Circular A-87. The provisions of OMB Circular A-87 may be found at http://www.whitehouse.gov/omb/circulars.

14. **Order of Processing**

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

15. **Work Outside 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.
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 HAVA funds by a county indicates agreement to establish a dedicated HAVA account for these funds. Therefore, any payment received by County pursuant to this program shall be deposited in a separate, segregated account and any payment made by County related to this program shall be paid from that account whether or not the County has paid the vendors for services rendered before submitting invoices to the State.

2. Any recipient of federal funds to meet the Help America Vote Act requirements agrees to be audited pursuant to federal and state law. Accordingly, all documents and electronic files must be produced upon request by the auditors. CFDA Number for this contract is 90.401. 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;

3. OMB Circular A-133 ("Audits of States, Local Governments, and Non-Profit Organizations"), and OMB Circular A-87, incorporated herein by reference, shall govern with respect to all aspects of this program. The provisions of these circulars may be found at http://www.whitehouse.gov/omb/circulars;

4. County shall maintain records in a manner that:
   a. Accurately reflects fiscal transactions with necessary controls and safeguards;
   b. Provides complete audit trails, based whenever possible on original documents (purchase orders, receipts, progress payments, invoices, timesheets, cancelled warrants, warrant numbers, etc.);
   c. Provides accounting data so the costs can readily be determined throughout Agreement period.

5. Records shall be maintained for three years after expiration of Agreement and for at least one year following any audit or final disposition of any disputed audit finding;

6. If the final disposition of any disputed audit finding is determined to be a disallowed cost that the Secretary of State has paid the County, the County shall return to the Secretary of State an amount equal to the disallowance.

7. County shall permit periodic site visits by the Secretary of State or the Secretary of State's designee or designees to determine if any HAVA funds are being used or have been used in compliance with Agreement and all applicable laws;

8. Upon request, county shall report to the Secretary of State at least once every 90 (ninety) days until all funds received have been expended, on the status of HAVA funds received, in a manner determined by the Secretary of State.
B. GENERAL PROVISIONS

1. The program is conditioned on State receiving reimbursement from the federal government pursuant to HAVA, for federal fiscal year 2018, 2019, and 2020.

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

3. No portion of any HAVA funds shall be used for partisan political purposes. All contractors providing services are required to sign an agreement, please see Exhibit E Item 1, to abide by the Secretary of States' policy to refrain from engaging in political activities that call into question the impartiality of the Secretary of State's Office. County is to submit agreement signed by each employee of contractor's firm who worked for County pursuant to this Agreement with the County's first invoice.

4. The provisions of the federal Hatch Act shall apply to employees working for state and local entities receiving HAVA funds. The Hatch Act may be reviewed at http://www.osc.gov/documents/hatchact/na_stata.pdf;

5. Any interest earned by County on money received pursuant to this Agreement must be reported in writing to the Secretary of State within 30 days of expiration of this Agreement. All interest must be used by the County for the purposes of implementing activities allowable under this Agreement;

6. Failure by any eligible County to execute a contract within 90 days of the date on which this contract is made available shall constitute an express desire to forego its use of the County's proportionate share of these funds, which may result in reallocation of that County's proportionate share of funds to other counties for the purposes provided under this contract.

7. Funds not claimed by County within 90 days of the end date of this contract, or any funds claimed by a county that are not approved for county use by the Secretary of State within 180 days of the end date of this contract, shall be reallocated to the Counties based on need and may only be used to meet Section 251 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 responsibilities and obligations hereunder. County agrees to be as fully responsible to State for the acts and omissions of its subcontractors and of persons either directly or indirectly employed by any of them as it is for the acts and omissions of persons directly employed by County. County's obligation to pay its subcontractors is an independent obligation from the State's obligation to make payments to County. As a result, State shall have no obligation to pay or to enforce the payment of any moneys to any subcontractor or vendor of County.

13. Pursuant to federal law, by signing this agreement or execution of this purchase order the Contractor certifies under the penalty of perjury that the contracting entity is not excluded or ineligible from federal assistance programs and thereby is not on the federal government's list of suspended or debarred entities.

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

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

ADDITIONAL PROVISIONS

1. Secretary of State Policy Regarding Political Activity in the Workplace

SECRETARY OF STATE POLICY REGARDING POLITICAL ACTIVITY IN THE WORKPLACE

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

1) No employee 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 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 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 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 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 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 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.

2. Tablet Criteria

1) The software and device must be capable of accurately recording all data necessary to assess polling place accessibility (i.e., all portions of the statewide guidelines and checklist used for surveying for polling place accessibility).

2) The software and device must be capable of transferring all data collected during polling place surveys to a medium where results can be aggregated for purposes of comparing potential polling places, and for purposes of analyzing data at the site level and countywide.

3) The devices used for housing software to capture data must be used only for the purposes of assessing polling place accessibility with exclusive use safeguarded by appropriate inventory policies and controls.

4) Polling place specific (site-level) survey results and aggregate survey results must be publicly available upon request.

5) A report on the program must be produced prior to reimbursement approval that provides certain information, including:

   A. A description of the program.
   B. Cost of the program, including staff training costs and any costs for data storage (e.g., EMS modification)
   C. Amount of vendor support needed for the program's launch and the amount of ongoing support, if any
   D. Increased productivity of the program, if any, measured by staff time, ease of data recall and analysis, and other relevant factors
   E. Amount of additional ongoing support, if any, necessary to sustain the program (e.g., software licensing costs; upgrade costs; continued vendor support; device maintenance, etc.)

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.
**Exhibit A-1**

Polling Place Accessibility Surveyor Training Schedule

**Los Angeles**
Hosted by: Los Angeles County  
Location: TBD

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<td>February 5-6, 2019</td>
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<td>February 12-13, 2019</td>
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**Sacramento**
Hosted by: Secretary of State - First Floor Multipurpose Room  
Location: Secretary of State, 1500 11th Street, Sacramento, CA 95814

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<td>March 20-21, 2019</td>
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<tr>
<td>May 1-2, 2019</td>
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**Fresno**
Hosted by: Fresno County  
Location: 2221 Kern Street, Fresno, CA 93721

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<td>April 17-18, 2019</td>
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**Shasta**
Hosted by: Shasta County  
Location: 1643 Market Street, Redding, CA 96001

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<td>April 24-25, 2019</td>
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If you have any questions about the training program or contract, please feel free to contact Kathryn (KC) Chaney at (916) 695-1657 or kchaney@sos.ca.gov.
## Contractor HAVA Activity Report

**Contract Number:** [Not Specified]

### HAVA Activity Hours

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### Program Time Reporting

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**Signature of Contractor:***

**Date:***

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**Exhibit G**

**Sierra County**

**18G26146**

**Page 1 of 1**
RESOLUTION APPROVING SIERRA COUNTY ENTERING INTO A CONTRACT TO PROVIDE COUNTY WITH REIMBURSEMENT TO COMPLY WITH SECTION 101 OF THE HELP AMERICA VOTE ACT OF 2002 (HAVA POLLING PLACE ACCESSIBILITY TRAINING PROGRAM)

Resolution 2018-136

WHEREAS, the Help America Vote Act of 2002 has been enacted to improve election administration and to provide Counties with federal funds to assist in complying with the requirements of HAVA; and

WHEREAS, the purpose of this agreement would be to assist the County of Sierra in implementing Section 101 of the Help America Vote Act of 2002, known as the HAVA Polling Place Accessibility Training Program; and

WHEREAS, the County will enter into an agreement with the Secretary of State to receive the maximum grant amount of $10,000 for participating in activities outlined in the proposed Agreement No. 18G26146, Sierra County Agreement No. 2018-122.

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 HAVA Section 101 grant 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 HAVA Section 101 authorized expenditures.

ADOPTED by the Board of Supervisors of the County of Sierra on the 4th day of December, 2018, by the following vote:

AYES: Supervisors Adams, Huebner, Roen, Beard and Schlefstein
NOES: None
ABSTAIN: None
ABSENT: None

COUNTY OF SIERRA

SCOTT A. SCHLEFSTEIN, CHAIRMAN
BOARD OF SUPERVISORS

APPROVED AS TO FORM:

DAVID PRENTICE
COUNTY COUNSEL

ATTEST:

HEATHER FOSTER
CLERK TO THE BOARD