

STATE OF CALIFORNIA - DEPARTMENT OF GENERAL SERVICES

STANDARD AGREEMENT

STD 213 (Rev. 04/2020)

AGREEMENT NUMBER

25G30113

PURCHASING AUTHORITY NUMBER (If Applicable)

SOS-0890

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

CONTRACTING AGENCY NAME

Secretary of State

CONTRACTOR NAME

Napa County

2. The term of this Agreement is:

START DATE

July 1, 2025 or upon approval by Dept. of General Services, if required, whichever is later

THROUGH END DATE

August 31, 2026

3. The maximum amount of this Agreement is:

\$48,784.80; Forty-Eight Thousand Seven Hundred Eighty-Four Dollars and Eighty Cents

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

Exhibits	Title	Pages
Exhibit A	Scope of Work	4
Exhibit B	Budget Detail and Payment Provisions	3
Exhibit B-1	Cost Worksheet	1
+ - Exhibit C*	General Terms and Conditions (GTC 02/2025)	*
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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 <https://www.dgs.ca.gov/OLS/Resources>**IN WITNESS WHEREOF, THIS AGREEMENT HAS BEEN EXECUTED BY THE PARTIES HERETO.***CONTRACTOR**

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

Napa County

CONTRACTOR BUSINESS ADDRESS

1125 Third St. Fl. 1

CITY

Napa

STATE

CA

ZIP

94559

PRINTED NAME OF PERSON SIGNING

TITLE

CONTRACTOR AUTHORIZED SIGNATURE

DATE SIGNED

Approved as to Form
Napa County Counsel
By: S. Darbinian
Deputy

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PURCHASING AUTHORITY NUMBER (If Applicable)

SOS-0890

STATE OF CALIFORNIA

CONTRACTING AGENCY NAME

Secretary of State

CONTRACTING AGENCY ADDRESS

1500 11th Street

CITY

Sacramento

STATE

CA

ZIP

95814

PRINTED NAME OF PERSON SIGNING

TITLE

CONTRACTING AGENCY AUTHORIZED SIGNATURE

DATE SIGNED

CALIFORNIA DEPARTMENT OF GENERAL SERVICES APPROVAL

EXEMPTION (If Applicable)

SCM Vol. 1, 4.04.A.2

Exhibit A
Scope of Work

A. Name of Program

This program shall be known as "Voting System Replacement Contract 2025."

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) and Assembly Bill 74, Chapter 23 (Stats.2019), (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 in Section E. Use of Funds of this Scope of Work (SOW).
3. 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: John Tuteur (707) 253-4459
- b. For State: Rodney Rodriguez (916) 695-1680

D. Matching Funds

Counties with 51 or more precincts as of November 8, 2016, may seek reimbursement where the county has spent matching county funds on voting systems replacement activities on a three-to-one basis (75%) up to the maximum amount of funds allocated for the contract.

Counties with 50 or fewer precincts as of November 8, 2016, are not required to provide matching funds and may seek reimbursement on a dollar-to-dollar basis (100%) up to the maximum amount of funds allocated for the contract.

In the case 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 2025 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. Enhance or update an election management system.

9. Costs reasonably related to the administration of an election during the COVID-19 epidemic.
10. Research and development of a new voting system using only nonproprietary software and firmware with disclosed source code that have not been certified or conditionally approved by the Secretary of State, but that would result in a voting system certified by the Secretary of State to comply with the California Voting Systems Standards, in addition to the following:
 - Manufacturing of the minimum number of voting system units reasonably necessary for either of the following purposes:
 - Testing and seeking administrative approval for the voting system pursuant to Elections Codes section 19210 to 19214, inclusive.
 - Testing and demonstrating the capabilities of the voting system in a pilot program pursuant to paragraph (2) of subdivision (b) and subdivision (c) of Elections Code section 19209.
11. The replacement or enhancement of a county Election Management System (EMS), used by the county to track voter registration or voter preference, including for example, a voter's vote-by-mail status. This shall not include maintenance and operations (M&O).

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 2025 funds for:

1. The cost of purchasing any motored vehicle;
2. The cost of leasing for more than 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 in Section E. Use of Funds, subsection 6 of this SOW; 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 official disposes of or sells a 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.
 - 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
Budget Detail and Payment Provisions

1. Invoicing and Payment

- A. For services satisfactorily rendered, and upon receipt and approval, the county shall provide the Secretary of State with documentation of payment for which reimbursement is sought, and of the purchase agreement, lease agreement, or other contract pursuant to which the reimbursed payment was made, including but not limited to invoices submitted with supporting documentation, the State agrees to compensate the Contractor for actual expenditures incurred.
- B. Invoices shall include the Contract Agreement number and shall be submitted to:

Accounts.Payable@sos.ca.gov

Or

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

2. Budget Contingency Clause

- A. It is mutually agreed that if the Budget Act or a 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. 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.

4. Basis of Claims

Subject to the provisions of Section 8. Deadline for Submitting Claims below related to the applicability of, all claims for Voting System Contract Replacement 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 Section D. Matching Funds, of Exhibit A - Scope of Work.

5. 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 Section D. Matching Funds, of Exhibit A - Scope of Work;
- 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 a signed Contractor Timesheet Activity Reports, for each employee and contractor's employee for whom reimbursement for time is being claimed. Please see Exhibit G - Contractor Timesheet Activity Report, for sample of the report. (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 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.

6. 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 **August 31, 2026**.

7. 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.

8. Deadline for Submitting Claims

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

9. Multiple Claims

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

10. Documentation to be Submitted

- A. Each claim shall include a cover page that identifies the activity or service in Exhibit A – SOW 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.
- 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.

11. Order of Processing

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

Exhibit B-1
Cost Worksheet

Funding Details

The allotted contract amount with both fiscal year (FY) allotments are not to exceed a total contract budget of **\$48,784.80** as shown in the table below:

Total Budget	
FY 18/19 – Funding amount for replacement/ upgrade to County voting systems	\$24,392.40
FY 19/20 – Funding amount for replacement/ upgrade to County voting systems	\$24,392.40
New Contract Amount	\$48,784.80

Exhibit C
General Terms and Conditions (GTC 02/2025)

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

Exhibit D
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 of this Agreement, 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. 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.
4. 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.
5. 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.
6. 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.
7. 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.

Exhibit E
Additional Provisions

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

SECRETARY OF STATE POLICY REGARDING POLITICAL ACTIVITY IN THE WORKPLACE

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

1. No employee of or contractor with the Secretary of State's Office shall engage in political campaign-related activities on state-compensated or federal-compensated time, except as required by official duties, such as answering inquiries from the public. In those cases where the contractor with the Secretary of State's Office is a county, the term "contractor" shall apply only to county elections office employees, county employees redirected to work temporarily for the county elections office, or any person, firm, company or business that provides reimbursable election-related services to a county elections office in furtherance of a contract. This prohibition shall not apply while an employee is on approved vacation or approved annual leave. This prohibition shall not apply to activities engaged in during the personal time of an employee.
2. No employee of or contractor with the Secretary of State's Office shall use any state property in connection with political campaign activities. It is strictly prohibited to schedule political campaign-related meetings or to conduct political campaign-related meetings in state office space, even if after normal working hours.
3. No employee of or contractor with the Secretary of State's Office shall use his or her official status with the Secretary of State's Office to influence political campaign-related activities or to confer support for or indicate opposition to a candidate or measure at any level of government.
4. No employee of or contractor with the Secretary of State's Office may be involved with political campaign-related telephone calls, letters, meetings or other political campaign-related activities on state-compensated or federal-compensated time. Requests by employees to switch to alternative work

schedules, such as 4-10-40 or 9-8-80 work weeks, or to take vacation in order to accommodate political campaign-related activities or to attend political campaign functions, will be judged in the same manner and on the same basis as any other requests of this nature (i.e., existing needs of the office and discretion of the division chiefs).

5. The receipt or delivery of political campaign contributions or photocopies thereof on state property is strictly prohibited, as is the use of office time or state resources (e.g., intra-office mail or fax machines) to solicit or transmit political campaign contributions.
6. No employee of or contractor with the Secretary of State's Office may authorize any person to use his or her affiliation with the Secretary of State's Office in an attempt to suggest that the employee's or contractor's support or opposition to a nomination or an election for office or a ballot measure is of an "official," as distinguished from private, character.
7. No employee of or contractor with the Secretary of State's Office may display political campaign-related buttons, posters, or similar materials in areas visible to individuals who are in public areas of the Secretary of State's Office; nor may an employee of or contractor with the Secretary of State's Office display political campaign-related posters or other materials on windows facing out of the state office building.
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, Section C. Project Contacts.

2) Executive Order N-6-22-Russia Sanctions

On March 4, 2022, Governor Gavin Newsom issued Executive Order N-6-22 (the EO) regarding Economic Sanctions against Russia and Russian entities and individuals. "Economic Sanctions" refers to sanctions imposed by the U.S. government in response to Russia's actions in Ukraine, as well as any sanctions imposed under state law. The EO directs state agencies to terminate contracts with, and to refrain from entering any new contracts with, individuals or entities that are determined to be a target of Economic Sanctions. Accordingly, should the State determine Contractor is a target of Economic Sanctions or is conducting prohibited transactions with sanctioned individuals or entities, that shall be grounds for termination of this agreement. The State shall provide Contractor advance written notice of such termination, allowing Contractor at least 30 calendar days to provide a written response. Termination shall be at the sole discretion of the State.

Exhibit G
Contractor Timesheet Activity Report

STATE OF CALIFORNIA - SECRETARY OF STATE

Contractor Timesheet Activity Report

NAME																								COMPANY NAME												Month/Year		Voting System Replacement Coordinator's Approval	
Contract Number:																								Location (Sacto/LA)															
VOTING SYSTEM REPLACEMENT ACTIVITY HOURS																																				PROGRAM TIME REPORTING			
	31	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31	1	DELIVERABLE NAME	ORG	HOURS			
1																																		(Taken from proposal and contract)		0.0			
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3																																				0.0			
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																										MONTHLY TOTAL	0.0												
SIGNATURE OF CONTRACTOR																						DATE																	