

THE BOARD OF SUPERVISORS OF THE COUNTY OF STANISLAUS
ACTION AGENDA SUMMARY

DEPT: Clerk-Recorder - Elections Division

BOARD AGENDA # *B-2

Urgent

Routine

AGENDA DATE October 18, 2011

CEO Concurs with Recommendation YES NO

4/5 Vote Required YES NO

(Information Attached)

SUBJECT:

Approval to Negotiate an Agreement With the California Secretary of State to Provide Stanislaus County With Federal Funds For County Participation in a Post-Election Audit Program Funded Through Section 271 of the Help America Vote Act of 2002

STAFF RECOMMENDATIONS:

1. Approve entering an agreement with the California Secretary of State which will reimburse the County for the expenses associated with participation in a Post-Election Audit Program funded through Section 271 of the Help America Vote Act of 2002.
2. Authorize the Clerk Recorder to negotiate, award and execute all agreements for the Post Election Audit Program.
3. Direct the Auditor-Controller to increase appropriations and estimated revenue in the amount of \$5,000 as detailed in the Budget Journal Form.

FISCAL IMPACT:

This agreement provides use of Federal funds available and set aside specifically for the program on a cost reimbursement basis. The Department will be reimbursed for all services provided under this agreement. There is no County Match required to receive the funding.

BOARD ACTION AS FOLLOWS:

No. 2011-633

On motion of Supervisor Chiesa, Seconded by Supervisor Withrow

and approved by the following vote,

Ayes: Supervisors: O'Brien, Chiesa, Withrow, DeMartini, and Chairman Monteith

Noes: Supervisors: None

Excused or Absent: Supervisors: None

Abstaining: Supervisor: None

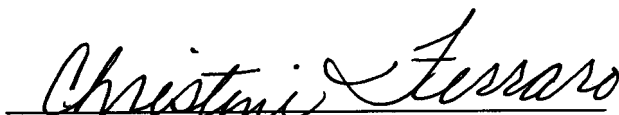
1) Approved as recommended

2) Denied

3) Approved as amended

4) Other:

MOTION:



ATTEST:

CHRISTINE FERRARO TALLMAN, Clerk

File No.

Approval to Negotiate an Agreement With the California Secretary of State to Provide Stanislaus County With Federal Funds For County Participation in a Post-Election Audit Program Funded Through Section 271 of the Help America Vote Act of 2002

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DISCUSSION:

The California Secretary of State has allocated Federal Help America Vote Act (HAVA) of 2002 Section 271 grant funds for selected California counties to support participation in a post election audit pilot program of election results. This pilot program will test new risk-limiting audit models including auditing results for multiple contests and cross jurisdictional contests in California counties.

The California Secretary of State has received a grant from the U.S. Election Assistance Commission under HAVA Section 271 to conduct a 24-month post-election audit pilot. The Secretary of State is partnering with the University of California (UC) and with counties to conduct audits following elections in 2011-2012. The Secretary of State has identified the Stanislaus County Registrar of Voters as one of the limited number of county elections offices to participate in the Post-Election Audit Program.

Stanislaus County will be asked to furnish data on election results in specified races as requested by the UC research team. Grant funds will be used to reimburse the county for up to \$5,000 for costs of salary plus benefits of participating employees and ballot scanning costs incurred for the audits. Time sheets for participants will be required to be included in County claims submitted to the Secretary of State.

Program particulars include:

- Post-election audit program will be open to the public.
- Post-election audit will take place after the conclusion and final certification of the November 8, 2011 Consolidated District Election.
- Post-election audit will take place at the Registrar of Voters office in Stanislaus County.
- No ballots will leave County custody.
- Post-election audit is scheduled to be conducted the week of November 28 – December 2, 2011.
- Post-election audit will include an array of Secretary of State employees and UC research team members each with knowledge in either the statistical, technical or program aspects of the post election audit program and will direct the process.
- Reimbursement will be provided, per state rules, for the costs of salary plus benefits of participating employees and ballot scanning costs incurred for the audit.

Based on estimated expenditures, it is projected that a sum not to exceed \$5,000 is required from the Clerk Recorder – Elections budget to fund elections staff participation including all staff time, benefits and scanning costs associated with this program. The

Approval to Negotiate an Agreement With the California Secretary of State to Provide Stanislaus County With Federal Funds For County Participation in a Post-Election Audit Program Funded Through Section 271 of the Help America Vote Act of 2002

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California Secretary of State will agree, upon invoice by the County of Stanislaus, to provide the County with federal HAVA funds administered by the U.S. Election Assistance Commission to assist the County in, or reimburse the County for, participation in the program under the authorization of Section 271 of the Help America Vote Act of 2002.

It is recommended that the Registrar of Voters be given the approval to negotiate, award and execute an agreement with the California Secretary of State to enter into the contractual relationships necessary to participate in the Post-Election Audit Program and accept the grant funding.

POLICY ISSUE:

Approval of the recommendations is intended to meet the Board's priority of Efficient Delivery of Public Services.

STAFFING IMPACT:

Existing staff will be assigned to the project.

CONTACT:

Lee Lundrigan, Clerk Recorder, 209-525-5201

STATE OF CALIFORNIA
STANDARD AGREEMENT
 STD 213 (Rev 06/03)

| |
|-------------------------------------|
| AGREEMENT NUMBER 11G27103 |
| REGISTRATION NUMBER |

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

| | |
|---------------------------|--|
| STATE AGENCY'S NAME | |
| <u>Secretary of State</u> | |
| CONTRACTOR'S NAME | |
| <u>Stanislaus County</u> | |
- The term of this Agreement is: November 1, 2011 or upon approval by Dept. of General Services, if required, whichever is later through February 29, 2012
- The maximum amount of this Agreement is: \$ 5,000.00
Five thousand dollars and zero cents
- 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.

| | |
|--|-----------|
| <input type="checkbox"/> Exhibit A - Scope of Work | 1 page(s) |
| <input type="checkbox"/> Exhibit A -1 | page(s) |
| <input type="checkbox"/> Exhibit B - Budget Detail and Payment Provisions | 3 page(s) |
| <input type="checkbox"/> Exhibit B -1 | page(s) |
| <input type="checkbox"/> Exhibit C* - General Terms and Conditions | GTC 610 |
| Check mark one item below as Exhibit D: | |
| <input checked="" type="checkbox"/> Exhibit - D Special Terms and Conditions (Attached hereto as part of this agreement) | 2 page(s) |
| <input type="checkbox"/> Exhibit - D* Special Terms and Conditions | |
| <input type="checkbox"/> Exhibit E - Additional Provisions | 3 page(s) |
| <input type="checkbox"/> Exhibit F - County Resolution | page(s) |
| <input type="checkbox"/> Exhibit G - County Employee HAVA Time Report | page(s) |

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/Standard+Language

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

| | | |
|---|---------------------------|---|
| CONTRACTOR | | <i>California Department of General Services Use Only</i> |
| CONTRACTOR'S NAME (if other than an individual, state whether a corporation, partnership, etc.) <u>Stanislaus County</u> | | |
| BY (Authorized Signature) | DATE SIGNED (Do not type) | |
| PRINTED NAME AND TITLE OF PERSON SIGNING | | |
| ADDRESS <u>1021 I Street, Suite 101</u> <u>Modesto, CA 95354</u> | | |
| STATE OF CALIFORNIA | | |
| AGENCY NAME <u>Secretary of State</u> | | |
| BY (Authorized Signature) | DATE SIGNED (Do not type) | |
| PRINTED NAME AND TITLE OF PERSON SIGNING <u>Dora Mejia, Chief, Management Services</u> | | |
| ADDRESS <u>1500 11th Street</u> <u>Sacramento, CA 95814</u> | | |

Exempt per: GC 14616

**EXHIBIT A
(Standard Agreement)**

SCOPE OF WORK

A. NAME OF PROGRAM

This program shall be known as "Post-Election Audit Program."

B. PURPOSE OF AGREEMENT

The purpose of this Agreement is to provide the County of Stanislaus ("County") with federal funds ("HAVA funds"), CFDA Number 90.403, administered by the U.S. Election Assistance Commission (EAC), to reimburse the County for assisting with research funded through Section 271 of the Help America Vote Act of 2002 (P.L. 107-252) ("HAVA"), subject to the provisions of this Agreement and all requirements of this grant and of state and federal law, regulations and procedures.

Secretary of State (SOS), requests County participation in a post election audit pilot program of election results to test risk-limiting audits in California counties. SOS has received a grant from the U.S. Election Assistance Commission (EAC) under HAVA Section 271 to conduct a 24-month post-election audit pilot to test new, risk-limiting audit models, including auditing results for multiple contests and cross-jurisdictional contests. SOS is partnering with University of California (UC) and with counties to conduct audits following elections in 2011-2012. County employees will be asked to furnish data on election results in specified elections as requested by the UC research team.

County employees will be asked to furnish data on election results in specified elections as requested by the UC research team. Grant funds will be used to reimburse the county for up to \$5,000 for costs of salary plus benefits of participating employees and/or ballot scanning costs incurred for the audits. Time sheets for participants will be required to include in county claims submitted to SOS. No reimbursement will be paid to County for indirect or overhead costs distributed to county administrative support services that may be associated with this Agreement.

C. PROJECT CONTACTS

The program representatives during the term of Agreement will be:

- a. For County: Lee Lundrigan (209) 525-5211
- b. For State: Debbie O'Donoghue (916) 653-6173

D. USE OF FUNDS

Grant funds will be used to reimburse the county for up to \$5,000 for costs of salary plus benefits of participating employees and/or ballot scanning costs incurred for the audits. Time sheets for participants will be required to include in county claims submitted to SOS. No reimbursement will be paid to County for indirect or overhead costs distributed to county administrative support services that may be associated with this Agreement. Reimbursement will be allowed for activities undertaken under this contract after November 1, 2011, but prior to final contract approval, if this contract is not fully executed prior to November 1, 2011. Reimbursements for activities other than those specifically listed herein will not be allowed without prior written approval from SOS.

**EXHIBIT B
(Standard Agreement)**

BUDGET DETAIL

1. Invoicing

- 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:

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

2. Budget Contingency Clause

- A. It is mutually agreed that if the Budget Act or a HAVA Spending Plan or Spending Plan amendment of the current year and/or any subsequent years covered under this Agreement does not appropriate sufficient funds for the program, this Agreement shall be of no further force and effect. In this event, the State shall have no liability to pay any funds whatsoever to 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 HAVA Spending Plan or Spending Plan amendment for purposes of this program, the State shall have the option to either cancel this Agreement with no liability occurring to the State, or offer an agreement amendment to Contractor to reflect the reduced amount.

3. Federal Funds

- A. It is mutually understood between the parties that this Agreement 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 Agreement were executed after that determination was made.
- B. This Agreement is valid and enforceable only if the United States Government for the fiscal years 11/12 and 12/13 for the purpose of this program makes sufficient funds available to the State. In addition, this Agreement 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 Agreement in any manner.
- C. The parties mutually agree that if the Congress does not appropriate sufficient funds for the program, this Agreement 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. Maximum Amount Of HAVA Funds To Be Provided To County Under This Program

County shall not receive, pursuant to Agreement, more than \$5,000.00 in the aggregate.

**EXHIBIT B
(Standard Agreement)**

5. Failure To Properly Claim Maximum Amount Of HAVA Funds

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

6. Basis of Claims

Subject to the provisions of Paragraph 8 below related to the applicability of OMB Circular A-87, all claims for HAVA funds under this program must be based on invoices submitted by County. All invoices or agreements that are the subject of any claims must relate directly to expenditures authorized pursuant to Paragraph D ('Use of Funds') of Exhibit A 'Scope of Work'.

7. Processing of Claims

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

- (1) Contain a face sheet that summarizes each expenditure made by the categories set forth in Paragraph D of Exhibit A 'Scope of Work';
- (2) Include the total amount of the claim;
- (3) Identify whether additional claims are expected to be submitted;
- (4) Include the hourly wage or monthly salary of any employee for which a claim is made for their salaries; and
- (5) Include signed HAVA Activity Reports, please see sample which is Exhibit G, for each employee for whom reimbursement for time is being claimed.

8. Application Of OMB Circular A-87

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

9. 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.

10. Deadline For Submitting Claims

The deadline for submitting any claim under this program is April 30, 2012.

11. Multiple Claims

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

12. 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

**EXHIBIT B
(Standard Agreement)**

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>.

13. Order Of Processing

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

14. 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.

**Exhibit C
(Standard Agreement)**

GENERAL TERMS AND CONDITIONS

PLEASE NOTE: This page will not be included with the final agreement. The General Terms and Conditions will be included in the agreement by reference to the Internet site below. From this page, select "Standard Contract Language" to access the current terms and conditions.
<http://www.ols.dgs.ca.gov/Standard+Language>.

EXHIBIT D
(Standard Agreement)

SPECIAL TERMS AND CONDITIONS

A. AUDITING

1. Receipt of HAVA funds by a county indicates agreement to establish a dedicated HAVA account for these funds. Therefore, any payment received by County pursuant to this program shall be deposited in a separate, segregated account and any payment made by County related to this program shall be paid from that account whether or not the County has paid the vendors for services rendered before submitting invoices to the State.
2. Any recipient of federal funds to meet the Help America Vote Act requirements agrees to be audited pursuant to federal and state law. Accordingly, all documents and electronic files must be produced upon request by the auditors. The audit may include a review of all books, papers, accounts, documents, or other records of County as they relate to any HAVA funds. County shall also provide access to all employees having knowledge of the HAVA funds program to assist the auditor. County shall provide a copy of any document, paper, or electronic record requested by the auditor;
3. OMB Circular A-133 ("Audits of States, Local Governments, and Non-Profit Organizations"), and OMB Circular A-87, incorporated herein by reference, shall govern with respect to all aspects of this program. The provisions of these circulars may be found at <http://www.whitehouse.gov/omb/circulars>;
4. County shall maintain records in a manner that:
 - a. Accurately reflects fiscal transactions with necessary controls and safeguards;
 - b. Provides complete audit trails, based whenever possible on original documents (purchase orders, receipts, progress payments, invoices, timesheets, cancelled warrants, warrant numbers, etc.);
 - c. Provides accounting data so the costs can readily be determined throughout Agreement period.
5. Records shall be maintained for three years after termination of Agreement and for at least one year following any audit or final disposition of any disputed audit finding;
6. If the final disposition of any disputed audit finding is determined to be a disallowed cost that the Secretary of State has paid the County, the County shall return to the Secretary of State an amount equal to the disallowance.

B. GENERAL PROVISIONS

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

EXHIBIT D
(Standard Agreement)

3. The provisions of the federal *Hatch Act* shall apply to employees working for state and local entities receiving HAVA funds. The *Hatch Act* may be reviewed at http://www.osc.gov/documents/hatchact/ha_sta.pdf;
4. Any interest earned by County on money received pursuant to this Agreement must be reported in writing to the Secretary of State within 30 days of termination of this Agreement. All interest must be used by the County for the purpose of implementing activities allowable under this Agreement;
5. Funds not claimed by County within 90 days of the end date of this contract, or any funds claimed by a county that are not approved for use by the Secretary of State within 180 days of the end date of this contract, shall revert to the Secretary of State;
6. 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;
7. 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;
8. Pursuant to federal policy, Agreement may be terminated by the State with 30-day written notice to County;
9. 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;
10. 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;
11. 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.epls.gov.

**Exhibit E
(Standard Agreement)**

ADDITIONAL PROVISIONS

1. **Amendments**

The Secretary of State (SOS) reserves the right to amend the scope of work, increase the cost and/or extend the term of the agreement, based upon the SOS's need for completion of services and will be based on the original rate received and identified in the contract.

2. **Hatch Act**

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.

3. **Commission, Percentage, Brokerage, or Contingent Fees**

The Contractor 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 Contractor 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.

4. **Termination**

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

5. **Debarment and Suspension**

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.epls.gov.

6. **Audit for use of Federal Funds**

Any recipient of federal funds must agree to be audited pursuant to federal and state law. Accordingly, all documents and electronic files must be produced upon request by the auditors.

7. **Incompatible Activities**

No portion of any HAVA funds shall be used for partisan political purposes. All contractors providing services are required to sign an agreement and 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, which is detailed below.

**Exhibit E
(Standard Agreement)**

SECRETARY OF STATE POLICY REGARDING POLITICAL ACTIVITY IN THE WORKPLACE

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

- A. No employee of or contractor with the Secretary of State's Office shall engage in political campaign-related activities on state-compensated or federal-compensated time, except as required by official duties, such as answering inquiries from the public. This prohibition shall not apply while an employee is on approved vacation or approved annual leave. This prohibition shall not apply to activities engaged in during the personal time of an employee.
- B. No employee of or contractor with the Secretary of State's Office shall use any state property in connection with political campaign activities. It is strictly prohibited to schedule political campaign-related meetings or to conduct political campaign-related meetings in state office space, even if after normal working hours.
- C. No employee of or contractor with the Secretary of State's Office shall use his or her official status with the Secretary of State's Office to influence political campaign-related activities or to confer support for or indicate opposition to a candidate or measure at any level of government.
- D. No employee of or contractor with the Secretary of State's Office may be involved with political campaign-related telephone calls, letters, meetings or other political campaign-related activities on state-compensated or federal-compensated time. Requests by employees to switch to alternative work schedules, such as 4-10-40 or 9-8-80 work weeks, or to take vacation in order to accommodate political campaign-related activities or to attend political campaign functions, will be judged in the same manner and on the same basis as any other requests of this nature (i.e., existing needs of the office and discretion of the division chiefs).
- E. The receipt or delivery of political campaign contributions or photocopies thereof on state property is strictly prohibited, as is the use of office time or state resources (e.g., intra-office mail or fax machines) to solicit or transmit political campaign contributions.
- F. No employee of or contractor with the Secretary of State's Office may authorize any person to use his or her affiliation with the Secretary of State's Office in an attempt to suggest that the employee's or contractor's support or opposition to a nomination or an election for office or a ballot measure is of an "official," as distinguished from private, character.
- G. No employee of or contractor with the Secretary of State's Office may display political campaign-related buttons, posters, or similar materials in areas visible to individuals who are in public areas of the Secretary of State's Office; nor may an employee of or contractor with the Secretary of State's Office display political campaign-related posters or other materials on windows facing out of the state office building.
- H. No employee of or contractor with the Secretary of State's Office may use official authority or influence for the purpose of interfering with or attempting to affect the results of an election or a nomination for any public office.
- I. No employee of or contractor with the Secretary of State's Office may directly or indirectly coerce or solicit contributions from subordinates in support of or in opposition to an election or nomination for office or a ballot measure.

**Exhibit E
(Standard Agreement)**

- J. An employee who is paid either partially or fully with federal funds, including the Help America Vote Act of 2002 (HAVA), is subject to the 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.
- K. Provisions limiting participation in political campaign-related activities as provided for in this policy statement shall be included in every contract with the Secretary of State's Office.

If you have questions concerning these restrictions, please refer them to your contract manager.

COUNTY EMPLOYEE HAVA TIME REPORT

| | | | |
|--------------------|-----------------|---|-------------------|
| NAME | Division | Days/Hours 5/40 | Month/Year |
| CLASS TITLE | | TIMEBASE EMPLOYEES FULL <input type="checkbox"/> PART <input type="checkbox"/> | |

| HAVA ACTIVITY HOURS | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | PROGRAM TIME REPORTING | | | | | | |
|---------------------|---|---|---|---|---|---|---|---|---|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|------------------------|---------------|----|-----------------|----------|------|------|
| | 1 | 2 | 3 | 4 | 5 | 6 | 7 | 8 | 9 | 10 | 11 | 12 | 13 | 14 | 15 | 16 | 17 | 18 | 19 | 20 | 21 | 22 | 23 | 24 | 25 | 26 | 27 | 28 | 29 | 30 | 31 | ACTIVITY CODE | PC | ORG | REG. HRS | | |
| | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | Post Elec Audit | | 5900 | 0.00 |
| | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | 5900 | 0.00 |
| | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | 5900 | 0.00 |
| | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | 5900 | 0.00 |
| | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | 5900 | 0.00 |
| | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | 5900 | 0.00 |
| | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | 5900 | 0.00 |
| | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | Non-HAVA | | 5900 | 0.00 |
| | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | 0.00 |
| | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | Sub-total HAVA | | | 0.00 | | | |
| | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | Total Hrs Worked | | | 0.00 | | | |

| | | | |
|------------------------------|-------------|--------------------------------|-------------|
| SIGNATURE OF EMPLOYEE | DATE | SIGNATURE OF SUPERVISOR | DATE |
|------------------------------|-------------|--------------------------------|-------------|

County of Stanislaus: Auditor-Controller Legal Budget Journal

Database
Set of Books

FMSDBPRD.CO.STANISLAUS.CA.US.PROD
County of Stanislaus

| | |
|---------------------|-----------------------------------|
| Balance Type | Budget |
| Category | * List - Text Budget - Upload |
| Source | * List - Text |
| Currency | * List - Text USD |
| Budget Name | List - Text LEGAL BUDGET |
| Batch Name | Text |
| Journal Name | Text |
| Journal Description | Text Clerk Recorder - Elections |
| Journal Reference | Text |
| Organization | List - Text Stanislaus Budget Org |

| Upl | Fund | Org | Acc't | GL Proj | Loc | Misc | Other | Debit | | Credit | | Period | Line Description |
|----------------|------|---------|-------|---------|-----|------|-------|-----------------------------|---------------------|------------------|------------------|--------|----------------------------|
| | | | | | | | | incr appropriations | decr appropriations | decr est revenue | incr est revenue | | |
| | 4 | 7 | 5 | 7 | 6 | 6 | 5 | (format > number > general) | | | MMM-YY | | |
| | 0100 | 0020220 | 50000 | | | | | 4000 | | | | | Increase Salaries |
| | 0100 | 0020220 | 65100 | | | | | 1000 | | | | | Increase Equipment Rental |
| | 0100 | 0020220 | 25000 | | | | | | | 5000 | | | Increase Intergovernmental |
| Totals: | | | | | | | | 5000 | 5000 | | | | |

Totals: 5000 5000

Explanation:

| | | | |
|------------------------------|--------------------|-------------------|-----------------------------|
| Requesting Department | CEO | Data Entry | Auditors Office Only |
| Signature | Signature | Keyed by | Approved By |
| 10-14-2011 Date | 10/12/2011 Date | Date | 10/13/11 Date |