

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

AGREEMENT NUMBER

03SA580060

REGISTRATION NUMBER

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

STATE AGENCY'S NAME

CONTRACTOR'S NAME

2. The term of this Agreement is: **September 1, 2003** through **January 1, 2006**

3. The maximum amount of this Agreement is: **\$**

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

Exhibit A – Scope of Work 1 pages

Exhibit B – Budget Detail and Payment Provisions 1 pages

Exhibit C* – General Terms and Conditions 103

Check mark one item below as Exhibit D:



Exhibit - D Special Terms and Conditions (Attached hereto as part of this agreement)

1 pages



Exhibit - D* Special Terms and Conditions

Exhibit E – Additional Provisions

pages

Exhibit F – Approved Application

pages

Exhibit G – County Resolution

pages

Items shown with an Asterisk (), are hereby incorporated by reference and made part of this agreement as if attached hereto.*

These documents can be viewed at www.ols.dgs.ca.gov/Standard+Language

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

CONTRACTOR

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

BY (Authorized Signature)

DATE SIGNED (Do not type)

PRINTED NAME AND TITLE OF PERSON SIGNING

ADDRESS

STATE OF CALIFORNIA

AGENCY NAME

Secretary of State

BY (Authorized Signature)

DATE SIGNED (Do not type)

PRINTED NAME AND TITLE OF PERSON SIGNING

ADDRESS

1500 11th Street, Sacramento, CA 95814

**California Department of General
Services Use Only**

☐ Exempt per:

EXHIBIT A
(Standard Agreement)

SCOPE OF WORK**BACKGROUND:**

Section 102 of Title I of the Help America Vote Act requires payments to states to replace punch card voting systems. California received notice from the United States General Services Administration that its allocation of funds is \$57,322,707. Funds are required by the HAVA to be apportioned to counties through a formula that provides a fixed sum of money for each "qualifying precinct" -- defined as a precinct using a "punch card" voting system in the November 2000 election. "Punch card" voting systems, for California purposes are Votomatic, Pollstar, and Datavote. According to the Statement of Vote for the November 7, 2000 General Election, there were 17,957 qualifying precincts in California, resulting in a per precinct allocation of \$3,192.22.

Thirty (30) counties of California used a punch card voting system in November 2000, the number of qualifying precincts in each county. The State is required to replace all punch card voting systems by January 1, 2004, or it can request an extension to January 1, 2006. If any punch card voting systems are not replaced by this date, the State is required to refund the unused monies to the federal government.

The amount of funds for each county is prescribed by formula in the HAVA and the state may not direct unused funds to any other purpose. _____ County has been allocated \$_____ based upon this formula.

COUNTIES RESPONSIBILITIES:

_____ County herein after referred to as County, shall use said allocation prior to January 1, 2004 (or January 1, 2006 if the deadline is extended in a waiver requested by the Secretary of State) to replace it's _____ Voting System under Title I – Section 102 Punch Card Replacement Allocation Amounts.

COUNTY AND STATE CONTACTS

The project representatives during the term of this agreement will be:

State Agency: Secretary of State	Contractor:
Name:	Name:
Phone:	Phone:
Fax:	Fax:

Direct all contract related inquiries to:

State Agency: Secretary of State	Contractor:
Section/Unit: Contracts	Section/Unit:
Attention: Shannon Kauffman	Attention:
Address: 1500 11 th Street, Sacramento CA 95814	Address:
Phone: (916) 653-5974	Phone:
Fax: (916) 653-8544	Fax:

EXHIBIT B
(Standard Agreement)

BUDGET DETAIL AND PAYMENT PROVISIONS

1. Advance Payment

The county of _____ shall be allocated _____ for advance payment

2. Budget Contingency Clause

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

3. Federal Funds

- A. It is mutually understood between the parties that this contract may have been written for the mutual benefit of both parties before ascertaining the availability of congressional appropriation of funds, to avoid program and fiscal delays that would occur if the contract were executed after that determination was made.
- B. This contract is valid and enforceable only if the United State Government for the fiscal year 03/04 for the purpose of this program makes sufficient funds available to the state. In addition, this contract is subject to any additional restrictions, limitations, or conditions enacted by the Congress or to any statute enacted by the Congress that may affect the provisions, terms, or funding of this contract in any manner.
- C. The parties mutually agree that if the Congress does not appropriate sufficient funds for the program, this contract shall be amended to reflect any reduction in funds.
- D. The department has the option to **invalidate** the contract under the 30-day cancellation clause or to amend the contract to reflect any reduction in funds.

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.

EXHIBIT C
(Standard Agreement)

GENERAL TERMS AND CONDITIONS

PLEASE NOTE: This page will not be included with the final agreement. The General Terms and Conditions will be included in the agreement by reference to Internet site: www.dgs.ca.gov/contracts

EXHIBIT D
(Standard Agreement)

SPECIAL TERMS AND CONDITIONS

1. Agency Liability

The Contractor warrants by execution of this Agreement, that no person or selling agency has been employed or retained to solicit or secure this Agreement 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 the 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 Agreement 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.

2. Potential Subcontractors

Nothing contained in this Agreement or otherwise, shall create any contractual relation between the State and any subcontractors, and no subcontract shall relieve the Contractor of his responsibilities and obligations hereunder. The Contractor agrees to be as fully responsible to the 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 the Contractor. The Contractor's obligation to pay its subcontractors is an independent obligation from the State's obligation to make payments to the Contractor. As a result, the State shall have no obligation to pay or to enforce the payment of any moneys to any subcontractor.

EXHIBIT E
(Standard Agreement)

ADDITIONAL PROVISIONS

1. Incomplete "Punch-Card" Replacement

In the event the County does not replace, prior to January 1, 2004 or January 1, 2006 if the deadline is extended in a waiver requested by the Secretary of State, all punch card voting equipment in all qualifying precincts, it agrees to refund any unspent portion of the funds allocated by this Agreement to the Secretary of State within 90 days, in an amount equal to \$3, 192.22(including any interest, if required by state or federal law) multiplied by the number of qualifying precincts in which all punch card voting equipment is not replaced. The Secretary of State may utilize any judicial or administrative remedy if an unspent portion of the funds is not refunded within 90 days.

2. Final Certification

The Secretary of State will require a Final Certification from the Board of Supervisors of each county, prior to the deadline for replacement of punch card voting systems, that the requirements of the HAVA and the approved application requirements have been met..

3. Termination

Per federal policy, this contract may be terminated by the state with 30-day written notice.