Exhibit A

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

AGREEMENT NUMBER	
REGISTRATION NUMBER	

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

STATE AGENCY'S NAME
Secretary of State

CONTRACTOR'S NAME
County of Napa

2. The term of this Agreement is: December 19, 2005 through June 30, 2007

3. The maximum amount of this Agreement is: $ 891,111.44

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	3 pages
Exhibit B – Budget Detail and Payment Provisions	3 pages
Exhibit C* – General Terms and Conditions	GTC-1005
Check mark one item below as Exhibit D:	
[X] Exhibit - D Special Terms and Conditions (Attached hereto as part of this agreement)	3 pages
[ ] Exhibit - D* Special Terms and Conditions	
Exhibit E – Additional Provisions	2 pages
Exhibit F – County Resolution	Page(s)
Exhibit G – Contractor HAVA Activity Report	2 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.)*
County of Napa

BY *(Authorized Signature)* | DATE SIGNED *(Do not type)*

PRINTED NAME AND TITLE OF PERSON SIGNING
Bill Dodd, Chair, Napa County Board of Supervisors

ADDRESS
900 Coombs St., Rm 256, NAPA CA 94559

STATE OF CALIFORNIA

AGENCY NAME
Secretary of State

BY *(Authorized Signature)* | DATE SIGNED *(Do not type)*

PRINTED NAME AND TITLE OF PERSON SIGNING
Dora Mejia, Chief, Management Services

ADDRESS
1500 11th Street, Sacramento, CA 95814

California Department of General Services Use Only

APPROVED AS TO FORM
Office of County Counsel
By: Silva Darbinian
Date: 1/24/06

☒ Exempt per: SAM 1215

EXHIBIT A
(Standard Agreement)

SCOPE OF WORK

A. NAME OF PROGRAM

This program shall be known as "HAVA Section 301 Voting Systems Program."

B. PURPOSE OF AGREEMENT

The purpose of Agreement is to provide the County of ("County") with federal funds ("HAVA funds") to assist the County in, or reimburse the County for, complying with the requirements of Section 301 of the Help America Vote Act of 2002 (P.L. 107-252) ("HAVA"), subject to the provisions of Agreement and all requirements of state and federal law, regulations and procedures. Section 301(a) of HAVA requires that each voting system used in a federal election on or after January 1, 2006 must:

1. Permit the voter to verify privately and independently the votes selected before casting a ballot and must permit the voter privately and independently to change or correct a ballot before it is cast (known as 'second chance' voting), including receiving a replacement ballot;

2. Notify the voter of "overvotes," i.e., if the voter has selected more candidates than permitted, before the ballot is cast, and the consequences of "overvoting." Paper ballot voting systems, such as vote-by-mail systems, may comply by means of a voter education program;

3. Produce a permanent paper record with a manual audit capacity for such system;

4. Be accessible to voters with disabilities, including voters with visual impairment, in a manner that provides the same opportunity for access and participation, including privacy and independence, as for other voters. This requirement can be met by providing at least one direct recording electronic (DRE) voting unit, or other voting device equipped for individuals with disabilities, at each polling place. In addition to HAVA, pursuant to *California Elections Code* section 19250, (Statutes of 2004, Chapter 814 [SB 1438]), all DREs must, beginning January 1, 2006, include an accessible, voter-verifiable paper audit trail (AVVPAT). If the DRE does not already include an AVVPAT, the voting system must be replaced or modified to include an AVVPAT; and

5. Meet all of the requirements of alternative language access pursuant to the Voting Rights Act of 1965, as amended.

The provisions of Agreement are to be interpreted to further this purpose and County compliance with the mandates of HAVA Section 301.

C. PROJECT CONTACTS

The program representatives during the term of Agreement will be:

a. For County: JOHN TUTEUR, ASESSOR-RECORDER-COUNTY CLERK

b. For State:_____;

EXHIBIT A
(Standard Agreement)

D. USE OF FUNDS

Any HAVA funds received pursuant to this program shall be used by County only for one or more of the following purposes:

1. For the lease or purchase of approved (California state certified) voting systems, or components of voting systems, that are accessible for individuals with disabilities (DREs or other accessible units), including vendor delivery, installation and related training costs. For purposes of this subparagraph, "voting systems, or components of voting systems, that are accessible for individuals with disabilities," means systems that comply with HAVA, subsections 301(a)(1)(A)(i) and (ii) and 301(a)(3)(A);

2. For the lease or purchase of approved (California state certified) DRE voting systems or DRE voting system components that provide for the presentation of ballots in languages other than English. This item shall include voting systems or voting system components to the extent that they have not yet been fully paid for, provided that: 1) the voting systems or voting system components were certified for use in California at the time they were leased or purchased; and 2) they are reasonably capable of being converted to include an accessible, voter-verifiable paper audit trail (AVVPAT), as required by *California Elections Code* Section 19250, (Statutes of 2004, Chapter 814 [SB 1438]), with the addition of hardware, firmware or software;

3. For the lease or purchase of approved (California state certified) voting systems or voting system components that provide for "second chance" voting by notifying voters of overvotes, undervotes, or other potential errors prior to the voters casting ballots and giving the voters the opportunity to correct the potential errors before the ballots are cast and counted;

4. The lease or purchase of voting system components and/or the cost of voting system modifications necessary to allow a voting system with a voter-verified paper audit trail (VVPAT) to be accessible to individuals with disabilities or for the presentation of VVPAT in languages other than English.

5. Pursuant to Section 251(c)(1) of HAVA, for reimbursement of costs incurred by the County, and not otherwise reimbursed pursuant to Proposition 41 or any other state or federal program, in obtaining voting equipment which meets the requirements of Section 301 of HAVA, and which were obtained after the regularly scheduled general election for Federal office held in November 2000.

6. The reasonable cost of transportation for delivery to the county of any of the voting systems or voting system components described above, provided that the voting systems or voting system components are leased, purchased or acquired during the period of Agreement;

7. The reasonable cost of voter education with respect to use of the voting systems or voting system components described above that are used at the June 2006 or November 2006 statewide elections, provided that County first submits to the Secretary of State for approval a plan with identified costs and performance measurements with costs for each component of the plan and the Secretary of State approves the plan before funds are spent for which reimbursement is being sought. The Secretary of State shall establish the criteria for the plan, the deadline for its submission, and a deadline for processing the submitted plan. Once the plan has been approved by the Secretary of State, the plan will hereby become known as Voter Education Plan and shall be incorporated and made part of this agreement by reference;

8. The reasonable cost of election official/poll worker training with respect to use of the voting systems or voting system components described above that are used at the June 2006 or

EXHIBIT A
(Standard Agreement)

November 2006 statewide elections, provided that County first submits to the Secretary of State for approval a plan with identified costs and performance measurements with costs for each component of the plan and the Secretary of State approves the plan before funds are spent for which reimbursement is being sought. The Secretary of State shall establish the criteria for the plan, the deadline for its submission, and a deadline for processing the submitted plan. Once the plan has been approved by the Secretary of State, the plan will hereby become known as Election Official/Poll Worker Training Plan and shall be incorporated and made part of this agreement by reference;

9. The reasonable cost of salaries, wages, benefits and support costs for staff, consultants or contractors necessary to lease, purchase, acquire and deploy eligible voting systems or voting system components described above, including chain of custody requirements.

E. Notwithstanding any provision of Agreement, including Paragraph D of Scope of Work, County shall not submit any claim for payment or reimbursement and shall not be entitled to receive payment or reimbursement from State of HAVA 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; information technology equipment and systems that are not a component of a voting system; reproduction and printing equipment that is not a component of a voting system;

7. General office supplies.

F. 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.

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
Fiscal Services
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 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 05/06 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. Maximum Amount Of HAVA Funds To Be Provided To County Under This Program

County shall not receive, pursuant to Agreement, more than $891,111.44 in the aggregate. This is County's share of the $195 million authorized for this purpose for all of the counties pursuant to the Budget Act of 2005. County's share is based on the application of the formula used by the Voting Modernization Board in allocating funds authorized by the Voting Modernization Bond Act of 2002 ("Proposition 41 formula"), to the $195 million authorized.

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 ('Uses 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 charge of any contractor for which a claim is made for their time;

(5) Include the hourly wage or monthly salary of any employee for which a claim is made for their salaries;

(6) 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

(7) 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.

EXHIBIT B
(Standard Agreement)

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 90 days after the termination date of this Agreement.

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 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 Internet site: www.dgs.ca.gov/contracts

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.

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. 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

EXHIBIT D
(Standard Agreement)

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.

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 by September 30, 2007, or approved for use by County by the Secretary of State by December 31, 2007, shall revert to the Secretary of State for HAVA Section 301-related expenses;

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

EXHIBIT D
(Standard Agreement)

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. 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.

EXHIBIT E
(Standard Agreement)

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.

EXHIBIT F
(County Resolution)

RESOLUTION NO. _____

RESOLUTION OF THE BOARD OF SUPERVISORS OF THE COUNTY OF NAPA, STATE OF CALIFORNIA, APPROVING AN APPLICATION FOR FUNDS UNDER THE HELP AMERICA VOTE ACT OF 2002

WHEREAS the United States Congress has appropriated funding for the Help America Vote Act of 2002; and

WHEREAS, the California Secretary of State has been delegated the responsibility for the administration of the Help America Vote Act of 2002 funds including setting up necessary procedures for allocation of those funds; and

WHEREAS, said procedures established by the California Secretary of State require the County to certify by resolution, the approval of application(s) and contracts for distribution of said funds to Napa County.

NOW, THEREFORE, BE IT RESOLVED by the Board of Supervisors of the County of Napa as follows:

1. The Board authorizes the filing and execution of applications and contracts for financial assistance for the purpose of fulfilling duties and responsibilities under the Help America Vote Act of 2002.

2. The Board hereby approves the contract attached hereto as Exhibit A and authorizes the Chair to sign said contract.

3. The Board certifies that the County, through its Registrar of Voters, understands the funding application, and/or terms of the contract attached hereto as Exhibit A, including the assurances and certification therein; and

4. The Board appoints the Assessor-Recorder-County Clerk as ex-officio Registrar of Voters as agent to conduct all negotiations, execute and submit all documents, other than the initial contract or any amendments thereto, including but not limited to applications, payment requests and other documentation, which may be necessary for the execution of the duties and responsibilities under the Help America Vote Act of 2002.

THE FOREGOING RESOLUTION WAS DULY AND REGULARLY ADOPTED by the Board of Supervisors of the County of Napa, State of California, at a regular meeting of the Board held on the 31st day of January, 2006 by the following vote:

AYES: SUPERVISORS _____

_____

NOES: SUPERVISORS _____

ABSENT: SUPERVISORS _____

_____

Bill Dodd, Chair of the Board of Supervisors

ATTEST: PAMELA A. MILLER
Clerk of the Board of Supervisors

By:_____

APPROVED AS TO FORM
Office of County Counsel

By: Silva Darbinian (e-signature)

Date: January 17, 2006

APPROVED BY THE NAPA COUNTY BOARD OF SUPERVISORS

Date: _____

Processed by:

_____

Deputy Clerk of the Board

CONTRACTOR HAVA ACTIVITY REPORT

Napa County completed acquisition and deployment of a Federally and State certified, fully HAVA compliant voting system for the March 2, 2004 Presidential Primary Election. The system consists of

1) optical scan paper ballots for absentee and mail-out precinct voters with the requisite voter education
2) fully-accessible Sequoia Voting System Inc. Edge AVC DRE units at all polling places for all voters