

**Kevin Bannon**

**Exhibit A**

**(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.
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.

AGREEMENT FOR SERVICES #4037  
AMENDMENT I

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**THIS AMENDMENT I to an Agreement for Services #4037**, made and entered into by and between the County of El Dorado, a political subdivision of the State of California (hereinafter referred to as "County"), and Kevin Bannon, a sole proprietor duly qualified to conduct business in the State of California, whose principal place of business is 9232 S. Poplar St. Tempe, AZ 85284 (hereinafter referred to as "Consultant");

**RECITALS**

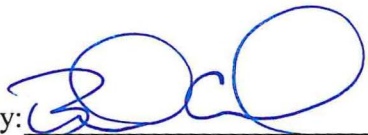
**WHEREAS**, the Consultant has been engaged by County to provide election consulting services for the implementation of Vote Centers and a New Voting system in accordance with Agreement for Services #4037, dated June 13, 2019, incorporated herein and made by reference a part hereof; and

**NOW THEREFORE**, the parties do hereby agree that Agreement for Services #4037 shall be amended a first time as follows:

**Article III – Compensation for Services** is hereby amended paragraph 3 to read as follows:  
The total amount of this Agreement shall not exceed \$137,000, inclusive of all Work Orders, costs, and expenses.

Except as herein amended, all other parts and sections of that Agreement #4037 shall remain unchanged and in full force and effect.

**Requesting Contract Administrator and Department Concurrence:**

By:   
\_\_\_\_\_  
Bill O'Neill  
Registrar of Voters  
Elections Department

Dated: 1/9/2020

IN WITNESS WHEREOF, the parties hereto have executed this first Amendment to that Agreement for Services #4037 on the dates indicated below.

-- COUNTY OF EL DORADO --

By:     *Bill K Veerkamp*      
Board of Supervisors  
"County"

Dated:     1-7-~~19~~20    

Attest:  
Kim Dawson  
Clerk of the Board of Supervisors

By:     *Kyra Schaffenberg*      
Deputy Clerk

Dated:     1-7-~~19~~20    

-- CONTRACTOR --

By:     *Kevin J. Bannon*      
Kevin Bannon  
"Consultant"

Dated:     1-9-2020