



CUYAHOGA COUNTY
BOARD OF ELECTIONS

Henry F Curtis, IV, Chairman

Anthony W. Perlatti, Director

Inajo Davis Chappell, Board Member

Anthony Kaloger, Deputy Director

Terence M. McCafferty, Board Member

Lisa M. Stickan, Board Member

MEETING AGENDA

June 21, 2023

9:30 a.m.

THE PLEDGE OF ALLEGIANCE

ADMINISTRATIVE

1. Approval of the minutes from the May 23, 2023, Board Meeting
2. Acknowledgment of Secretary of State Directive 2023-11: Revised Form of the Ballot for the August 8, 2023 Special Election
3. Acknowledgment of municipal ward boundaries and corresponding precinct boundaries for Westlake and Olmsted Township

BALLOT

4. Approval to outsource the printing of Vote-by-Mail ballots for the September 12, 2023, Primary Election, and the November 7, 2023, General Election

CANDIDATE AND PETITION SERVICES

5. Acknowledgment of candidate withdrawal
6. Certification of Candidates to the September 12, 2023, Primary Election
7. Certification of Candidates Nominated without Primary Election to the Nov. 7, 2023, General Election (primaries eliminated per ORC 3513.02; also known as "in-lieu")
8. Certification of Candidates to the November 7, 2023, General Election

ELECTION OFFICIALS

9. Authorization to pay: 290 Voting Location Managers x \$275 = \$79,750; 314 Voting Location Deputies x \$275 = \$86,350; 3,264 Precinct Election Officials x \$250 = \$816,000; 150 Election Substitute Officials x \$100 = \$15,000 for the August 8, 2023, Special Election

ELECTION SUPPORT

10. Authorization to process payment in the amount not-to-exceed \$47,660.00 for ninety-three (93) private voting locations, four (4) CMHA properties and one (1) Zone station being used for the August 8, 2023, Special Election

FISCAL SERVICES

11. Approval of contract and resolution
 - a) Democracy Live

Video of this meeting can be viewed at <https://www.youtube.com/CuyahogaCountyBOE>

¹ Please email mbejjani@cuyahogacounty.gov or dwhite1@cuyahogacounty.gov with your name and the nature of your comment so we can fully assist you.

HUMAN RESOURCES

12. Approval of the personnel agenda

NEW BUSINESS

- August 8, 2023 Special Election Update
- CCBOE New Operation Center Update
- Secretary of State Public Integrity Division

PUBLIC COMMENT¹

EXECUTIVE SESSION

Discussion of personnel issues (to consider the appointment, employment, dismissal, discipline, promotion, demotion, or compensation of a public employee or official) and disputes involving the public body that are the subject of pending or imminent court action.

2023 Board Meeting Schedule

June 2023

	Certification of remaining issues and charter amendments for the August 8, 2023 Special Election
Wednesday, June 21st @ 9:30AM	Certification of candidates and issues for the September 12, 2023 Primary Election Certification of independent candidates for the November 7, 2023 General Election

July 2023

Monday, July 17th @ 9:30AM	Certification of write-ins for September 12, 2023 Primary Election Certification of remaining issues for September 12, 2023 Primary Election
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August 2023

Monday, August 7th @ 9:30AM	Meeting for the August 8, 2023 Special Election
Tuesday, August 8th	August 8, 2023 Special Election
Wednesday, August 16th @ 9:30AM	Provisional verification for the August 8, 2023 Special Election
Monday, August 21st @ 9:30AM	Certification of candidates and issues for the November 7, 2023 General Election
Tuesday, August 29th @ 9:30AM	Certification of the August 8, 2023 Special Election

September 2023

	Audit/Recount Certification of the August 8, 2023 Special Election Certification of remaining candidates for the November 7, 2023 General Election
Monday, September 11th @ 9:30AM	Certification of remaining issues and charter amendments for the November 7, 2023 General Election Certification of write-in candidates for the November 7, 2023 General Election
Tuesday, September 12th	September 12, 2023 Primary Election
Wednesday, September 20th @ 9:30AM	Provisional verification for the September 12, 2023 Primary Election
Wednesday, September 27th @ 9:30AM	Certification of the September 12, 2023 Primary Election

October 2023

Wednesday, October 18th @ 9:30AM October Board Meeting

November 2023

Friday, November 3rd @ 9:30AM Meeting for the November 7, 2023 General Election

Tuesday, November 7th November 7, 2023 General Election

Monday, November 20th @ 9:30AM Provisional Verification for the November 7, 2023 General Election

Tuesday, November 28th @ 9:30AM Certification of the November 7, 2023 General Election

December 2023

Monday, December 18th @ 9:30AM Audit Certification of the November 7, 2023 General Election

Certification of candidates and issues for the March 5, 2024 Primary Election

January 2024

Monday, January 8th @ 9:30AM Certification of remaining issues and charter amendments for the March 5, 2024
Primary Election

Certification of write-in candidates for the March 5, 2024 Primary Election

Agenda Item

#1

VOTE CUYAHOGA COUNTY BOARD OF ELECTIONS

**Board Meeting
5/23/2023**

Attending:

Henry F Curtis, IV, Chairman
Inajo Davis Chappell, Board Member
Terence M. McCafferty, Board Member
Lisa M. Stickan, Board Member
Anthony Perlatti, Director
Tony Kaloger, Deputy Director

Mary Bejjani, Clerk to the Board
Skip White, Clerk to the Board

The Cuyahoga County Board of Elections Meeting began at 9:35 a.m. Hereinafter referred to as the CCBOE/Board.

Chairman Curtis noted that all Board Members were in attendance.

Agenda Item 1: Approval of the minutes from the April 28, 2023, Board Meeting

Chairman Curtis moved to approve the minutes from the April 28, 2023, Board Meeting. Board Member Davis Chappell seconded. The motion passed unanimously.

Agenda Item 2: Acknowledgment of Secretary of State Directive 2023-07: August 8, 2023, Special Election for Statewide Ballot Issue

Director Perlatti stated that based on the addition of the August 8, 2023, Special Election and recent changes in the law, additional board meetings will need to be added to the schedule. The first addition is June 8, 2023, at 9:30 a.m. The second meeting will be on August 16, 2023, at 9:30 a.m., and the third on September 20, 2023, at 9:30 a.m. The Board Members agreed to the additional meeting dates.

Chairman Curtis moved to acknowledge Secretary of State Directive 2023-07: August 8, 2023, Special Election for Statewide Ballot Issue. Board Member Davis Chappell seconded. The motion passed unanimously.

Agenda Item 3: Acknowledgment of the disposal of 135 ES&S AutoMark Ballot Marking devices

Chairman Curtis asked Director Perlatti for an update on the user acceptance of the Clear Ballot equipment. Director Perlatti stated that 135 ES&S AutoMark Ballot Marking devices are considered dead units used for parts and will now be destroyed. At the next meeting, the CCBOE will ask the Board for permission to destroy the rest of the working ES&S voting equipment, which can now be done because the CCBOE has recently completed user acceptance testing of all the ClearBallot equipment. Testing was completed on the Election Day scanners, the ADA units, the high-speed

Narrative that is underlined in the CCBOE minutes relates to a motion that was acted on by the Board.

central count scanners, and ballot-on-demand printers, and four output units. The printers used in Early-in-Person were also tested and successfully passed. The CCBOE also performed "Load Tests," which replicates the volume of processing done on Election Night. The upload process with the ClearBallot system performed faster than the ES&S equipment. The Director and Deputy Director can now sign the SOS form stating the CCBOE has successfully completed user acceptance testing. The form is sent to the SOS, which works with Administrative Services to process payment to ClearBallot. Director Perlatti stated the staff did an excellent job testing the equipment while also executing the May Primary Election.

Chairman Curtis moved to acknowledge the disposal of 135 ES&S AutoMark Ballot Marking devices. Board Member Davis Chappell seconded. The motion passed unanimously.

Agenda Item 4: Certification of the official results of the May 2, 2023, Primary Election

Brian Cleary, Ballot Department Manager, presented information from the Board Packet regarding the certification of the official results from the May 2, 2023, Primary Election. Mr. Cleary stated there are no automatic recounts for this Election. The request for a recount deadline is Tuesday, May 30, 2023, at 4:00 p.m.

- **Authorization to approve the remake of the optical scan ballots from the May 2, 2023, Primary Election**

Chairman Curtis moved to authorize to approve the remake of the optical scan ballots from the May 2, 2023, Primary Election. Board Member Davis Chappell seconded. The motion passed unanimously.

- **Authorization to approve absentee ballots from the May 2, 2023, Primary Election**

Chairman Curtis moved to authorize to approve the absentee ballots from the May 2, 2023, Primary Election. Board Member Davis Chappell seconded. The motion passed unanimously.

- **Authorization to approve provisional ballots from the May 2, 2023, Primary Election**

Chairman Curtis moved to authorize to approve the provisional ballots from the May 2, 2023, Primary Election. Board Member Davis Chappell seconded. The motion passed unanimously.

- **Acknowledgment of the pre & post-test results of the vote tabulation system from the May 2, 2023, Primary Election**

Chairman Curtis moved to acknowledge the pre & post-test results of the vote tabulation system from the May 2, 2023, Primary Election. Board Member Stickman seconded. The motion passed unanimously.

Chairman Curtis moved to certify the official results of the May 2, 2023, Primary Election. Board Member Davis Chappell seconded. The motion passed unanimously.

Agenda Item 5: Acknowledgment of the date, time, and place of the post-election audit for the May 2, 2023, Primary Election

Brian Cleary, Ballot Department Manager, stated the post-election audit will be on Wednesday, May 31, 2023, at 9:00 a.m. at the Halle Building. The race to be audited was selected from the eligible contests written on sheets of paper and placed in a bin. Chairman Curtis selected the Brooklyn Zoning Amendment GB Zoning (Issue 10) for the post-election audit.

Chairman Curtis moved to acknowledge the date, time, and place of the post-election audit for the May 2, 2023, Primary Election. Board Member Davis Chappell seconded. The motion passed unanimously.

Agenda Item 6: Preliminary approval of the ballot order for the August 8, 2023, Special Election

Chairman Curtis moved to approve the preliminary ballot order for the August 8, 2023, Special Election. Board Member Davis Chappell seconded. The motion passed unanimously.

Agenda Item 7: Approval to outsource the printing and mailing of Vote-by-Mail ballots for the August 8, 2023, Special Election

Chairman Curtis moved to approve to outsource the printing and mailing of Vote-by-Mail ballots for the August 8, 2023, Special Election. Board Member Davis Chappell seconded. The motion passed unanimously.

AGENDA ITEMS 8 – 12

A transcript of the hearings can be obtained by contacting Mary Bejjani, CCBOE Clerk to the Board at 216-443-6430/mbejjani@cuyahogacounty.gov.

The Board received a Motion to Recuse Board Member Stickman, filed by Attorney Charles Tyler on behalf of the King family. Board Member Stickman stated being in a photo with Mr. Brewer or being part of the same party does not mean she cannot be fair and impartial, and she would be impactful in the matter. Board Member Stickman said she would follow the advice of Counsel and hear the evidence and information fairly. Chairman Curtis asked Assistant Prosecutor Musson if there was any further advice from Counsel. Mr. Musson said no.

Chairman Curtis moved to dismiss the Motion to Recuse Board Member Stickman. Board Member Davis Chappell seconded. The motion passed.

Agenda Item 8: Challenge of voter residency filed by Eric Brewer against Stephanie Marie McCarroll-King

Chairman Curtis stated the Board received a Motion to Dismiss the Challenge against Stephanie McCarroll-King as the voter filed an updated voter registration with the CCBOE. The challenged voter was registered at 1735 Elsinore Avenue, East Cleveland, Ohio, 44112, and has since updated her voter registration and is no longer a registered voter at that address.

Chairman Curtis moved to dismiss the Challenge to Ms. McCarroll King's voter registration at 1735 Elsinore Avenue, East Cleveland, Ohio, 44112. Board Member Stickman seconded. Board Member Davis Chappell asked if the Board would take any arguments for or against the motions. Chairman Curtis stated there would be no need to argue because of the updated registration, and he yielded to Counsel. Mr. Musson said that was correct, as Mr. Brewer, through his Counsel, submitted arguments contrasting the dismissal, but the Board can also approve a spontaneous dismissal. Board Member Davis Chappell said the Challenges before the Board primarily involve whether the voters are registered at their residence, given the legal standard. The primary issue is the voter registration and where they are currently living. Even though there has been an update on Stephanie McCarroll-King's voter registration, there is still an issue that was raised in the documents submitted of Ms. McCarroll-King having voted from 3837 East Anistale Rd, South Euclid address after the sale of the residence.

Board Member Davis Chappell questioned whether this was the time for that issue or if further investigation was needed, but the documents raised an ancillary issue. Board Member Davis Chappell stated concern about doing a flat-out dismissal. She then asked Chairman Curtis to repeat the motion. Chairman Curtis said the motion is to dismiss the specific Challenge to Ms. McCarroll-King's registration at 1735 Elsinore Avenue, East Cleveland, Ohio, 44112, based on Ms. McCarroll-King's having updated her registration to a new address. Mr. Musson confirmed the motion was correct. Mr. Musson further stated the Motion to Dismiss the challenged voter's registration is not referring to voter conduct in prior elections. It is about the CCBOE records and whether the records are accurate based on the facts. Board Member Stickan said the remedy would have been to cancel the registration, which Ms. McCarroll-King had already completed. Board Member Davis Chappell asked if it is arguably moot for the purposes of the inquiry today? Mr. Musson said it is a Challenge to her prior registration, which has been updated, there is no longer anything to challenge, so the Challenge is now moot. Board Member Stickan asked for clarification if mooting does not move to question other prior issues? Mr. Musson said no, the hearing today is if the CCBOE records are correct. Board Member Davis Chappell stated with the clarification; she can support the motion. Chairman Curtis said that does not negate the Board's pursuit of its duty if the information brought before the CCBOE can be looked into outside this Challenge. The motion passed unanimously.

Chairman Curtis stated there was also a Motion to Strike Extraneous, Immaterial Documents filed on behalf of the King family. The Motion argues that Mr. Brewer's submittal concerning the King's right to vote in prior elections and the submittals are not authenticated under The Rules of Evidence. Chairman Curtis asked Mr. Brewer and his Counsel to respond to the Motion to Strike Extraneous, Immaterial Documents and to speak specifically to that Motion. Attorney Ken Myers, Counsel for Mr. Brewer, spoke against the Motion to Strike. Assistant Prosecutor Musson stated what is relevant and what the Board should consider is what the statute describes, and RC 3503.02 discusses how residency is determined for voting purposes. He said if materials in the documents go off track, the Board can quash the material at that time. He recommended letting the hearings proceed, and as the evidence is presented, the Board can be considered if it is relevant. Board Member Davis Chappell said normally, parties introduce the evidence they want to make part of the record and identify those exhibits as the hearings go along. Board Member Stickan agreed that it is a legal standard that the authenticity and relevance of the information can be established during hearings. Board Member Davis Chappell stated the Board is not bound by the Rules of Evidence as the Board is quasi-judicial, so there is leeway and flexibility that would be given to both sides in presenting their case. Mr. Musson recommended the Board deny the motion to quash with limiting instruction to keep the presentation on track.

Chairman Curtis moved to deny the request for a Motion to Strike Extraneous, Immaterial Documents. The conversation will be constrained to the evidence concerning whether or not the challenged voters reside at the location of their registration. Board Member Davis Chappell seconded. The motion passed unanimously. Board Member Davis Chappell made a friendly amendment to deny the Motions to Strike filed by Mr. Alexander on behalf of the King Family as to each individual person. For the same rationale that the Board has already discussed. The Board will authenticate the records and bring in the relevant exhibits as the Board moves through the process and moves through hearing each case. Board Member Stickan seconded the friendly amendment. The motion passed unanimously.

Agenda Item 9: Challenge of voter residency filed by Eric Brewer against Brandon King

Hasani Wheat, Interim Assistant Manager in the Registration Department, presented the Challenged Voter Packet for Brandon King, as set forth in the board materials.

Board Member Davis Chappell made a motion to the separation of witnesses as it is appropriate and will lend itself towards greater fairness. Board Member Stickman seconded. The motion passed unanimously.

Board Member Davis Chappell moved to deny the Challenge of Voter Residency against Brandon King, and there be no change to the registration record. Chairman Curtis seconded. The motion passed unanimously.

Agenda Item 10: Challenge of voter residency filed by Eric Brewer against Norma King

Hasani Wheat, Interim Assistant Manager in the Registration Department, presented the Challenged Voter Packet for Norma King, as set forth in the board materials.

Board Member Davis Chappell made a motion that the Challenge of Voter Residency be upheld along with a directive to cancel the current voter registration of Norma King based on the testimony that was given unequivocally that Mrs. King lives at 5156 Austen Lane, Richmond Heights, Ohio and has lived there for 33 years. Board Member Davis Chappell stated this case is different from the prior case because there was unequivocal testimony that Mrs. King did not currently live at the address of 1735 Elsinore Street, East Cleveland, Ohio. For that reason, the Challenger has sustained the evidentiary burden required, and the Challenge should be upheld and direct the CCBOE that Mrs. King's voter registration be canceled. It is incumbent upon Mrs. King to refile her voter registration at the correct residence. Chairman Curtis seconded. The motion passed unanimously.

Agenda Item 11: Challenge of voter residency filed by Eric Brewer against Cecil King, Jr.

Chairman Curtis noted for the record that Mr. Cecil King, Jr., was not present for the hearing.

Hasani Wheat, Interim Assistant Manager in the Registration Department, presented the Challenged Voter Packet for Cecil King, Jr., as set forth in the board materials.

Board Member Davis Chappell moved to uphold the Challenge of Voter Residence against Mr. Cecil King, Jr. and a directive to cancel the voter registration for Cecil King, Jr. Board Member Stickman seconded. Board Member Davis Chappell said the evidence of Norma King, his mother is something the Board can rely on and was unequivocal. The fact that Mr. King was subpoenaed and did not appear, it becomes difficult to do anything other than uphold the Challenge. Mr. King would need to refile his voter registration. She further stated there is no evidence to rebut what has been presented by the Challenger. Board Member Stickman stated there is sufficient evidence including the information in the message from Cecil King, Jr. Additionally, the testimony from Mrs. King, his mother and Mr. King was not present to rebut the testimony. There was sufficient evidence to uphold the motion. The motion passed unanimously.

Agenda Item 12: Challenge of voter residency filed by Eric Brewer against Norman King

Hasani Wheat, Interim Assistant Manager in the Registration Department, presented the Challenged Voter Packet for Norman King, as set forth in the board materials.

Board Member Davis Chappell motioned to uphold the Voter Challenge based on the testimony of Mrs. King and the other information heard today, along with a motion to cancel Norman King's voter registration. If Mr. Norman King wished to re-register at his current residence, that would be his

choice. Board Member Stickan seconded. Board Member Stickan noted that the attorneys entered an appearance on behalf of all the King Family defendants, so there was notification and also entry by Counsel in the matter. Additionally, the mother's testimony that he lives in Richmond Heights and other information submitted as part of the board packet. Board Member Stickan supported the motion. The motion passed unanimously.

Agenda Item 13: Acknowledgment of resignation from and appointment to elected office

Chairman Curtis moved to acknowledge the resignation from and appointment to elected office, as set forth in the board materials. Board Member Davis Chappell seconded. The motion passed unanimously.

Agenda Item 14: Certifications of independent candidates to the November 7, 2023, General Election

Chairman Curtis moved to certify the independent candidates for the November 7, 2023, General Election, as set forth in the board materials. Board Member Davis Chappell seconded. The motion passed unanimously.

Agenda Item 15: Approval to appoint not less than two precinct election officials for each precinct pursuant to ORC §3501.22 for the August 8, 2023, Special Election

Chairman Curtis moved to approve to appoint not less than two precinct election officials for each precinct pursuant to ORC §3501.22 for the August 8, 2023, Special Election. Board Member Davis Chappell seconded. The motion passed unanimously.

Agenda Item 16: Preliminary authorization for the allocation of voting booths for the August 8, 2023, Special Election. Allocation quantities are based on one voting booth for every 175 registered voters per polling location. A total of 5,072 voting booths will be allocated + 782 ClearCast Go scanners + 287 ADA ClearAccess voting units, and 980 Electronic Poll Books

Chairman Curtis moved to approve the preliminary authorization of the allocation of voting booths for the August 8, 2023, Special Election. Allocation quantities are based on one voting booth for every 175 registered voters per polling location. A total of 5,072 voting booths will be allocated + 782 ClearCast Go scanners + 287 ADA ClearAccess voting units, and 980 Electronic Poll Books. Board Member Davis Chappell seconded. The motion passed unanimously.

Agenda Item 17: Approval of contract

Shaunquitta Walker, Fiscal Services Manager, presented the contract as set forth in the board materials.

Chairman Curtis moved to approve the contract and the associated resolution, as set forth in the board materials. Board Member Davis Chappell seconded. The motion passed unanimously.

Agenda Item 18: Approval of vouchers

Shaunquitta Walker, Fiscal Services Manager, presented the vouchers and resolutions summary, as set forth in the board materials.

Chairman Curtis moved to approve the vouchers and resolutions, as set forth in the board materials. Board Member Davis Chappell seconded. The motion passed unanimously.

Agenda Item 19: Approval of the personnel agenda

Chairman Curtis moved to approve the personnel agenda, as set forth in the board materials. Board Member Davis Chappell seconded. The motion passed unanimously.

NEW BUSINESS

Director Perlatti stated the Board had certified the May 2, 2023, Primary Election and will complete the post-election audit. The August 8, 2023, Special Election is now in the forefront. The CCBOE has sent out contracts to all the voting locations, and some location contracts have been returned. The CCBOE will continue to follow up with the outstanding sites. Poll worker training is scheduled to begin on June 10, 2023. The Election Officials Department has been working very hard to put together the training. The training must be in person because it involves the new voting equipment and will start with the returning workers. Training will be held in the Hughes Building until Early In-Person voting which begins in July. The CCBOE will also use the County's Harvard Garage in Newburgh Heights for training. ClearBallot will provide in-person training for CCBOE staff, which is part of the contract.

PUBLIC COMMENT

Patricia Blochowiak provided public comment regarding the voter challenges.

Board Members discussed the CCBOE's duty to follow up on the voter challenges irregularities. The Board will defer to the CCBOE staff to conduct investigations into the matters and report back to the Board.

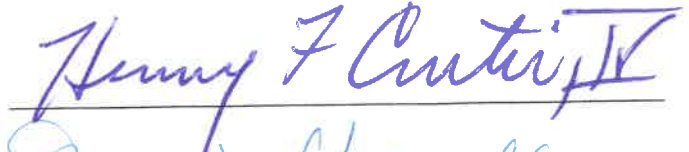
EXECUTIVE SESSION

There was no executive session

Chairman Curtis moved to adjourn the meeting at 2:17 p.m. Board Member McCafferty seconded. The motion passed unanimously.

Certification: I have reviewed the above minutes and certify that they are an accurate summary of the actions taken by the Cuyahoga County Board of Elections at its meeting held on May 23, 2023.

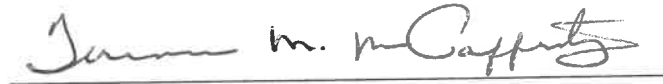
Henry F Curtis, IV, Chairman

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Inajo Davis Chappell, Board Member

A handwritten signature in blue ink, reading "Inajo Davis Chappell", written over a horizontal line.

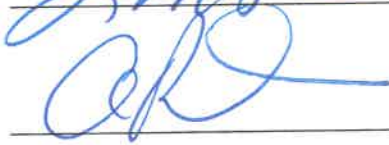
Terence M. McCafferty, Board Member

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Lisa M. Stickan, Board Member

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Anthony Perlatti, Director

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Agenda Item #2

RELEASED: June 13, 2023

SUMMARY

- *Directive 2023-11 replaces* the certified form of the official ballot for the August 8, 2023 Special Election that was attached to *Directive 2023-08*.
- On June 12, the Ohio Supreme Court ordered the Ohio Ballot Board to revise portions of the State Issue 1 ballot language and title for use in the August 8, 2023 Special Election. The Ballot Board met on June 13 and adopted the revised language and title of State Issue 1.
- Attached to *Directive 2023-11* is the exact ballot language to use for State Issue 1.

INSTRUCTIONS

I. REPROGRAMMING OF THE ELECTION MANAGEMENT SYSTEM

The CCBOE must reprogram its election management system to incorporate the revised ballot language and ballot title for State Issue 1. Once this update is performed, L&A testing must be performed on all voting equipment utilized for the August 8, 2023, Special Election.

II. UPDATING THE BALLOT LANGUAGE AND BALLOT TITLE FOR STATE ISSUE 1

The CCBOE must revise the ballot language and ballot title for State Issue 1 to align with the official sample ballot. This includes, but is not limited to, updating the board's:

- Official ballot;
- Sample ballot;
- Remote ballot marking system;
- Website (including the 46-day FWAB notice)



DIRECTIVE 2023-11

June 13, 2023

To: All County Boards of Elections
Board Members, Directors, and Deputy Directors

Re: Revised Form of the Ballot for the August 8, 2023 Special Election

SUMMARY

On June 12, 2023, the Ohio Supreme Court issued an opinion in *State ex re. One Person One Vote v. Ohio Ballot Bd.* ordering the Ohio Ballot Board to revise portions of the State Issue 1 ballot language and title for use in the August 8, 2023 Special Election. Pursuant to the Court's order, the Ballot Board met on June 13, 2023 to adopt the revised language and title.

This Directive replaces the certified form of the official ballot attached to [Directive 2023-08](#), and the revised language and title **must** be used in the August 8, 2023 Special Election. In all other aspects, Sections I through VII of the Directive 2023-08 remain in effect. The attached Official Questions and Issues Ballot form must be used for all voting systems to present voters with the statewide issue.

The attached Official Questions and Issues Ballot form contains the exact ballot language to use for State Issue 1. No other issues will appear on the ballot. Additional instructions on headings, ballot language, and percentage of votes are found in Chapter 5 of the Election Official Manual.

As a reminder, this Directive must be used alongside [Chapter 5 of the Election Official Manual](#) when preparing ballots for this election. [Chapter 5](#) provides specific instructions on the following relevant subjects:

- Ballot format;
- Voter instructions;
- Ballot stubs;
- Questions and issues ballot;
- Ballot proofs;
- Bid requirements;
- Ballot quantities;
- Logic and accuracy testing; and
- Public test.

INSTRUCTIONS

I. REPROGRAMMING OF THE ELECTION MANAGEMENT SYSTEM

The board must reprogram its election management system to incorporate the revised ballot

language and ballot title for State Issue 1. Once this update is performed, all logic and accuracy testing must be performed on all voting equipment utilized for the August 8, 2023, Special Election.

Please note that SOS ID Codes transmitted to the county through SharePoint on Friday, June 9, 2023 are still accurate codes.

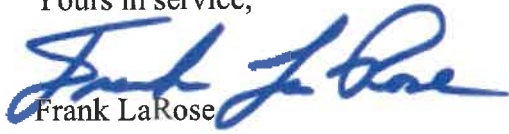
II. UPDATING THE BALLOT LANGUAGE AND BALLOT TITLE FOR STATE ISSUE 1

The board must revise the ballot language and ballot title for State Issue 1 to align with the official sample ballot. This includes, but is not limited to, updating the board's:

- ☐ Official ballot;
- ☐ Sample ballot;
- ☐ Remote ballot marking system;
- ☐ Website (including the 46-day FWAB notice)

If you have any questions regarding this Directive, please contact the Secretary of State's elections counsel at (614) 728-8789.

Yours in service,


Frank LaRose
Ohio Secretary of State

OFFICIAL QUESTIONS AND ISSUES BALLOT

A	B	C
County	Special Election	August 8, 2023
<p>Instructions to Voter</p> <ul style="list-style-type: none"> • To vote: completely darken the oval (●) to the left of your choice. • Do not mark the ballot for more choices than allowed. Vote either "Yes" or "No." • If you mark the ballot for more choices than permitted, that question will not be counted. • Before casting your ballot, if you make a mistake or want to change your vote: return your ballot to an election official and get a new ballot. You may ask for a new ballot up to two times. 	<p>Issue 1</p> <p>Proposed Constitutional Amendment</p> <p>Elevating the Standards to Qualify for an Initiated Constitutional Amendment and to Pass a Constitutional Amendment</p> <p>Proposed by Joint Resolution of the General Assembly</p> <p>To amend Sections 1b, 1e, and 1g of Article II and Sections 1 and 3 of Article XVI of the Constitution of the State of Ohio</p> <p>A majority yes vote is necessary for the amendment to pass.</p> <p>The proposed amendment would:</p> <ul style="list-style-type: none"> • Require that any proposed amendment to the Constitution of the State of Ohio receive the approval of at least 60 percent of eligible voters voting on the proposed amendment. • Require that any initiative petition filed on or after January 1, 2024 with the Secretary of State proposing to amend the Constitution of the State of Ohio be signed by at least five percent of the electors of each county based on the total vote in the county for governor in the last preceding election. • Specify that additional signatures may not be added to an initiative petition proposing to amend the Constitution of the State of Ohio that is filed with the Secretary of State on or after January 1, 2024 proposing to amend the Constitution of the State of Ohio. <p>If passed, the amendment will be effective immediately.</p> <p>SHALL THE AMENDMENT BE APPROVED?</p> <p><input type="radio"/> Yes</p> <p><input type="radio"/> No</p>	<p>Page 1 of 1</p>
A 001 TWP A	B 0001:1	C 001

This **SAMPLE** ballot provides the **CORRECT** ballot format and ballot language for the statewide issue that must appear on the August 2023 Special Election ballot, pursuant to Directive 2023-11.

Agenda Item #3

Ward and Precinct Boundary Modifications for Westlake and Olmsted Township

Overview

Following a decennial census, all cities (municipalities with a population of 5,000 or more) must review their ward boundaries and adjust, if necessary, to maintain population balance among the wards. Cities are to follow the conditions of [O.R.C 731.06](#) unless their charter contains provisions that differ from the Ohio Revised Code.

Each city council passes legislation to adjust ward boundaries, and this legislation (along with legal descriptions and a map) is sent to the CCBOE by the Clerk of Council.

Role of the CCBOE

The Board will acknowledge the ward boundary modifications as the CCBOE does not have a role in creating ward boundaries. Moving a ward boundary, however, automatically impacts the precinct structure within the impacted ward. Per [O.R.C. 3501.18](#), boards of elections are responsible for defining precinct boundaries. The key criteria when determining a precinct boundary are:

- Precincts cannot exceed 1,400 registered voters.
 - The CCBOE has an internal goal of trying to keep precincts to about 1,150 registered voters to allow for population shifts.
- Precincts do **not** cross over ward boundaries.
- Precincts are grouped together by census blocks.
 - The CCBOE attempts to define precinct boundaries in a manner to minimize the creation of a split precinct.

Westlake

- The following remain the **same** between the Current (Old) and Proposed (New) ward boundaries for Westlake:
 - Precincts – 24
 - Split precincts – 0
 - Average voters per precinct – 1,044
- Voters impacted by ward/precinct changes – 12,122 of 25,061 (48%)
- Key points for each ward:
 - Ward 1
 - Precinct 1A is unchanged.
 - Precinct 1B is slightly larger, incorporating part of Ward 2A.
 - Precinct 1C is unchanged.
 - Precinct 1D is unchanged.
 - Ward 2
 - Precinct 2A is slightly larger, incorporating a portion of 2B while a part moves to Ward 1B.
 - Precinct 2B is smaller, with portions moving to 2A and 2D while incorporating a small part of Ward 4A.
 - Precinct 2C is virtually unchanged.
 - Precinct 2D is smaller, with a portion moving to 2B.
 - Ward 3
 - Precinct 3A is significantly larger, incorporating a portion of 3B.
 - Precinct 3B is significantly smaller, with a sizeable portion moving to 3A and a smaller portion moving to 3D.
 - Precinct 3C is similar in size, adding a small portion of Ward 5B.
 - Precinct 3D is slightly larger, incorporating a portion of 3B.
 - Ward 4
 - Precinct 4A is significantly larger, incorporating a large portion of 4C, while a small part moved to Ward 2B.
 - Precinct 4B is unchanged.
 - Precinct 4C is smaller, with a large portion moving to 4A while at the same time incorporating a large portion of Ward 6D.
 - Precinct 4D is smaller, with a portion moving to Ward 6B.

- Ward 5

- Precinct 5A is almost unchanged, with just a small portion moving to 5B.
- Precinct 5B overall is smaller, with a portion moving to Ward 3C and Ward 6C, while also incorporating other parts of Ward 6C.
- Precinct 5C is slightly larger, incorporating a small portion of Ward 3D.
- Precinct 5D is unchanged.

- Ward 6

- Precinct 6A is unchanged.
- Precinct 6B is smaller, with a portion moving to 6D while also incorporating a part of Ward 4D.
- Precinct 6C overall is slightly smaller, with portions moving to Ward 5B while incorporating other parts of Ward 5B.
- Precinct 6D is smaller, with a portion moving to Ward 4C while incorporating a part of 6B.

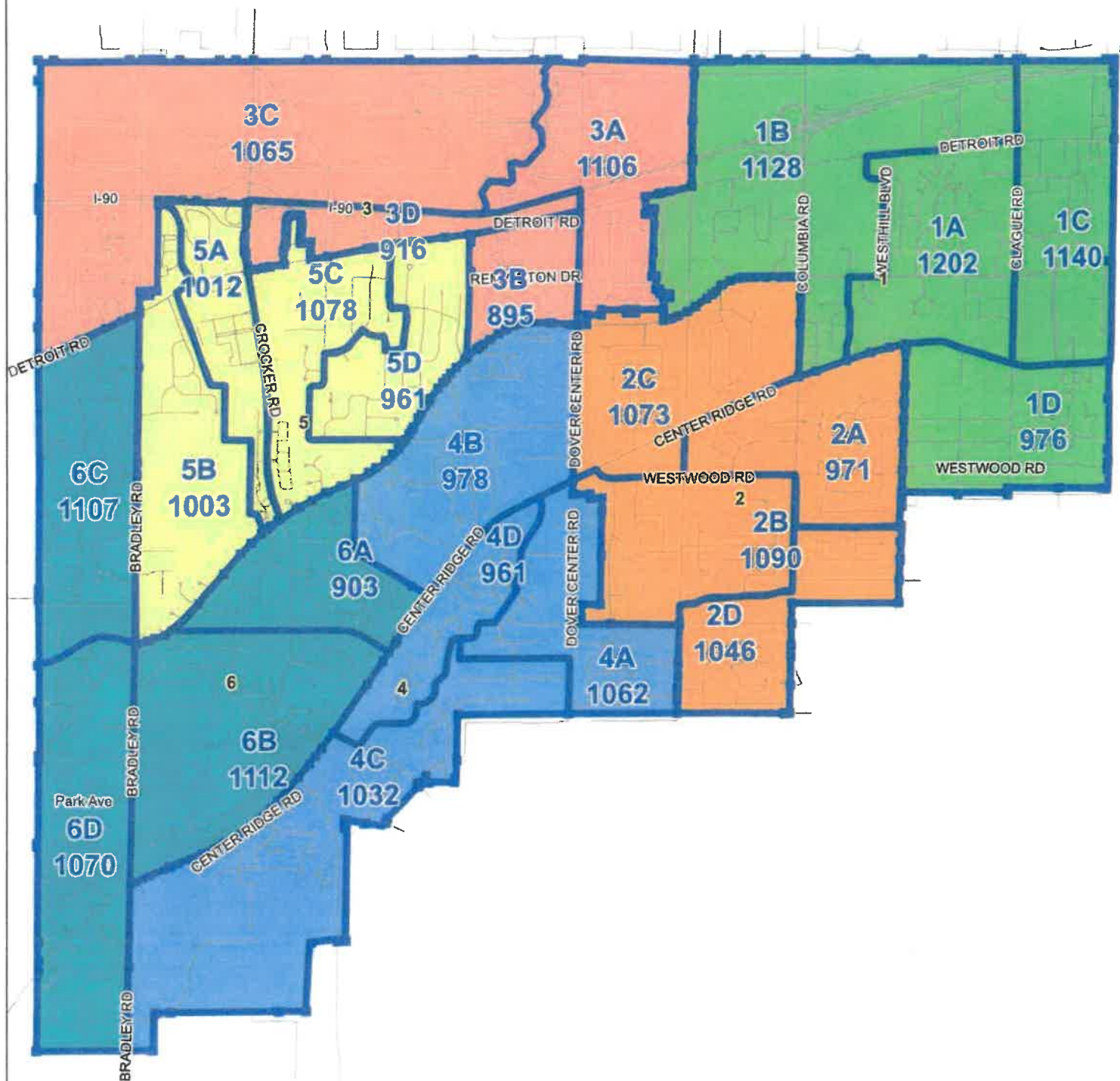
Olmsted Township

- The following remain the **same** between the Current (Old) and Proposed (New) precinct boundaries for Olmsted Township:
 - Precincts – 9
 - Split precincts – 0
 - Average voters per precinct – 1,107
- Voters impacted by precinct changes – 3,483 of 9,962 (35%)
- Key points for each precinct:
 - Precinct A is unchanged.
 - Precinct B is virtually unchanged.
 - Precinct C is unchanged.
 - Precinct D is larger, incorporating a portion of Precinct F.
 - Precinct E is larger, incorporating a portion of Precinct F.
 - Precinct F is slightly larger but has shifted its boundaries significantly. Portions have moved to Precincts D and E, while incorporating a portion of Precinct H.
 - Precinct G is significantly smaller, with a large portion moving to Precinct H.
 - Precinct H is larger, incorporating a large portion of Precinct G.

City of Westlake
Proposed Precinct Boundaries 2023

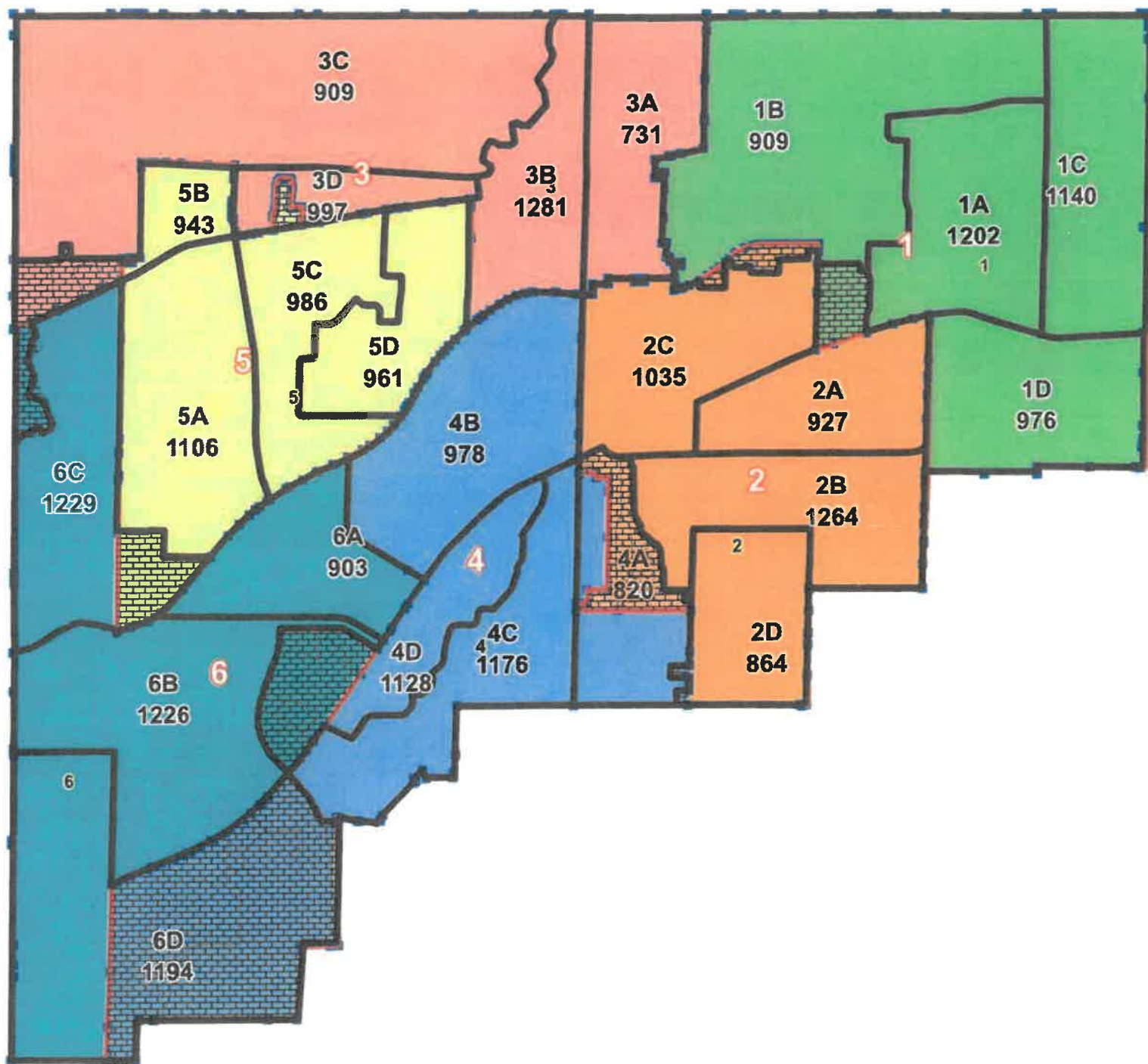
24, 887 Total Voters
1,037 Avg/Precinct
24 Total Precincts

No change in total Precincts



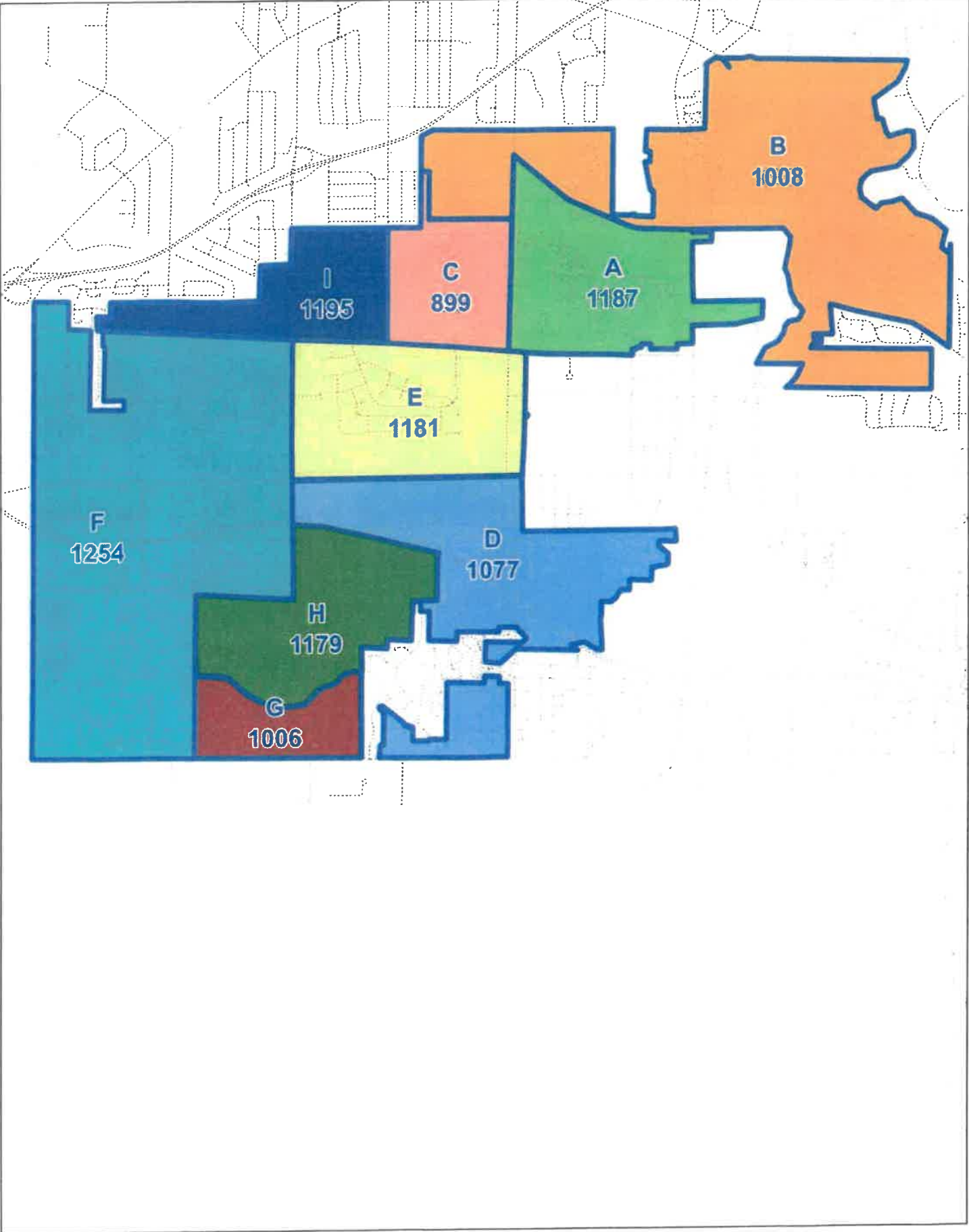
City of Westlake
Current Precinct Boundaries & New Wards 2023

24, 887 Total Voters
1,037 Avg/Precinct
24 Total Precincts



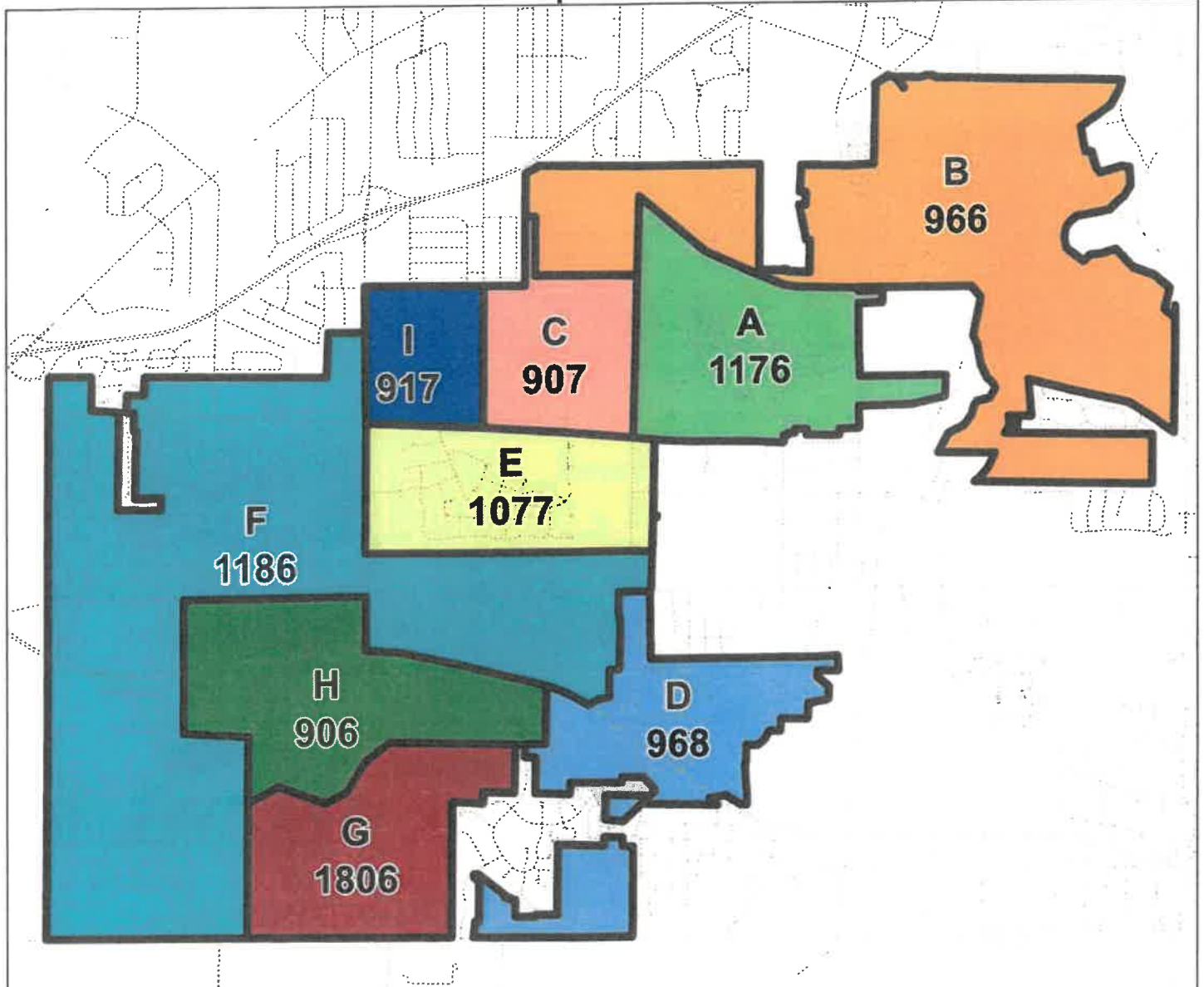
Olmsted Township Proposed Precincts

6/6/2023

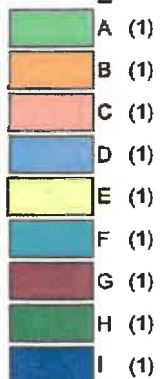


Olmsted Township Current Precincts

6/6/2023



Olmsted_Township_Current by Label



Agenda Item

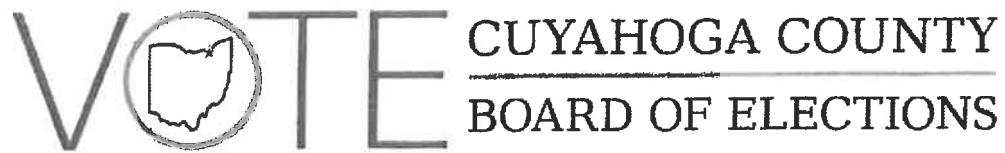
#4

Agenda Item #4:

Approval to outsource the printing of
Vote-by-Mail ballots for the September 12, 2023,
Primary Election, and the November 7, 2023,
General Election

Agenda Item

#5



Candidate Withdrawal Acknowledgment

Candidate Withdrawn from the September 12, 2023 General Election

<u>Office</u>	<u>Name</u>	<u>Party</u>
Maple Heights Member of Council District 6	Richard Trojanski	Nonpartisan



CUYAHOGA COUNTY BOARD OF ELECTIONS

Date: 6-13-23

I, RICHARD TROJANSKI, withdraw my candidacy for

(check one):

☐

May 2, 2023 Primary Election

☒

September 12, 2023 Primary Election

☐

November 7, 2023 General Election

☐

Other: _____

Party (if applicable):

Office:

Maple Hts District 6 Council

Term date (if applicable):

Signature:

Richard Trojanski

Printed Name:

RICHARD TROJANSKI

Street Address:

5233 Camden Pl

City / Zip Code:

Maple Hts 44137

Phone:

Email:

23 JUN 13 AM 9:36

Agenda Item #6



Certification of Candidates to the September 12, 2023 Primary Election

Office	Name	Last Name	Party
Garfield Heights Council Ward 02	Charles F.	Donahue Jr	Nonpartisan
Garfield Heights Council Ward 02	Mike	Dudley Sr	Nonpartisan
Garfield Heights Council Ward 02	Tenisha	Mack	Nonpartisan
Maple Heights Council District 06	Ozell	Dobbins III	Nonpartisan
Maple Heights Council District 06	Tina	Stafford-Marbury	Nonpartisan
Maple Heights Council District 06	Richard	Trojanski	Nonpartisan

Agenda Item

#7

CUYAHOGA COUNTY **BOARD OF ELECTIONS**

Certification of Candidates Nominated without Primary Election to the Nov. 7, 2023 General Election
(primaries eliminated per ORC 3513.02)

Office	Name	Last Name	Party
Bay Village President of Council	Dwight A.	Clark	Nonpartisan
Bay Village Council at Large	Peter J.	Winzig	Nonpartisan
Bay Village Council Ward 01	Dave	Long	Nonpartisan
Bay Village Council Ward 01	David L.	Tadych	Nonpartisan
Bay Village Council Ward 02	Lydia	DeGeorge	Nonpartisan
Bay Village Council Ward 03	Michael T.	Greco	Nonpartisan
Bay Village Council Ward 04	David	Florez	Nonpartisan
Bay Village Council Ward 04	Daniel	Rettig	Nonpartisan
Bedford Heights Mayor	Phil	Stevens	Nonpartisan
Bedford Heights Council Ward 01	Lloyd D.	Anderson	Nonpartisan
Bedford Heights Council Ward 02	Enid L.	Thomas	Nonpartisan
Bedford Heights Council Ward 03	Michael	Willis	Nonpartisan
Bedford Heights Council Ward 04	Lee P.	Evans Jr	Nonpartisan
Bedford Heights Council Ward 04	Danielle	Henderson	Nonpartisan
Broadview Heights Mayor	Sam	Alai	Nonpartisan
Broadview Heights Council at Large	Glenn R.	Goodwin	Nonpartisan
Broadview Heights Council at Large	Lyn M.	Haselton	Nonpartisan
Broadview Heights Council at Large	Jennifer A.	Mahnich	Nonpartisan
Broadview Heights Council at Large	Joe	Price	Nonpartisan
Broadview Heights Council Ward 01	Thomas A.	Pavlica	Nonpartisan
Broadview Heights Council Ward 02	Anthony	Davis	Nonpartisan
Broadview Heights Council Ward 02	Brian	Wolf	Nonpartisan
Broadview Heights Council Ward 03	Brian J.	Dunlap	Nonpartisan
Broadview Heights Council Ward 04	Robert A.	Boldt	Nonpartisan
Broadview Heights Council Ward 04	Shay	Hawkins	Nonpartisan
Brook Park President of Council	Richard A.	Salvatore	Democratic
Brook Park Council at Large	Thomas W.	Dufour	Democratic
Brook Park Council at Large	Brian	Poindexter	Democratic
Brook Park Council Ward 02	James M.	Mencini	Democratic
Cleveland Council Ward 11 UTE 12-31-25	Michael	Hardy	Nonpartisan
Cleveland Council Ward 11 UTE 12-31-25	Danny	Kelly	Nonpartisan
Garfield Heights Council Ward 01	Stacey	Collier	Nonpartisan
Garfield Heights Council Ward 03	Jason	Seither	Nonpartisan
Garfield Heights Council Ward 03	Mark	Smith	Nonpartisan
Garfield Heights Council Ward 04	Avery	Johnson	Nonpartisan
Garfield Heights Council Ward 05	Rachelle	Tonsing	Nonpartisan
Garfield Heights Council Ward 06	Clifford	Kelley Jr	Nonpartisan
Garfield Heights Council Ward 07	Jennifer	Newrones	Nonpartisan

Office	Name	Last Name	Party
Lakewood Mayor	Meghan F.	George	Nonpartisan
Lakewood Mayor	William	Yeung	Nonpartisan
Lakewood Council Ward 01	Kyle G.	Baker	Nonpartisan
Lakewood Council Ward 02	Anthony	Mencini	Nonpartisan
Lakewood Council Ward 02	Jason	Shachner	Nonpartisan
Lakewood Council Ward 03	Cindy	Strebig	Nonpartisan
Lakewood Council Ward 04	Cindy	Marx	Nonpartisan
Maple Heights Mayor	Annette M.	Blackwell	Nonpartisan
Maple Heights Mayor	Stafford L.	Shenett	Nonpartisan
Maple Heights Council District 02	Toni	Jones	Nonpartisan
Maple Heights Council District 02	Rosalind	Moore	Nonpartisan
Maple Heights Council District 04	Deonte	Abrams	Nonpartisan
Maple Heights Council District 04	Dana D.	Anderson	Nonpartisan
Rocky River Mayor	Pamela E.	Bobst	Republican
Rocky River Director of Law	Michael J.	O'Shea	Democratic
Rocky River Council at Large	Christina	Morris	Democratic
Rocky River Council at Large	David W.	Furry	Republican
Rocky River Council at Large	Brian J.	Sindelar	Republican
Rocky River Council at Large	Andrew J.	Vitaliti	Republican
Rocky River Council Ward 01	Lisa M.	Havemann	Democratic
Rocky River Council Ward 01	Thomas J.	Hunt	Republican
Rocky River Council Ward 02	Michael J.	O'Boyle	Democratic
Rocky River Council Ward 02	James W.	Moran	Republican
Rocky River Council Ward 03	Jeanne P.	Gallagher	Democratic
Rocky River Council Ward 04	Paul	Shipp	Democratic
Rocky River Council Ward 04	John B.	Shepherd	Republican
Seven Hills Mayor	Anthony D.	Biasiotta	Nonpartisan
Seven Hills Director of Law	Eric J.	Moore	Nonpartisan
Seven Hills Council at Large	Justin	Costanzo	Nonpartisan
Seven Hills Council at Large	Patrick	Elliott	Nonpartisan
Seven Hills Council at Large	Stacey L.	Kelly	Nonpartisan
Seven Hills Council Ward 01	Phillip	Kiriazis	Nonpartisan
Seven Hills Council Ward 02	Norm	Martin	Nonpartisan
Seven Hills Council Ward 03	Tom	Snitzky	Nonpartisan
Seven Hills Council Ward 04	Michael R.	Morrow	Nonpartisan
Solon Council Ward 01	Macke	Bentley	Nonpartisan
Solon Council Ward 03	Steven	Horn	Nonpartisan
Solon Council Ward 03	Jeremy	Zelwin	Nonpartisan
Solon Council Ward 05	Nancy E.	Meany	Nonpartisan
Solon Council Ward 07	George	Eging	Nonpartisan
Solon Council Ward 07	Brian	Laubscher	Nonpartisan

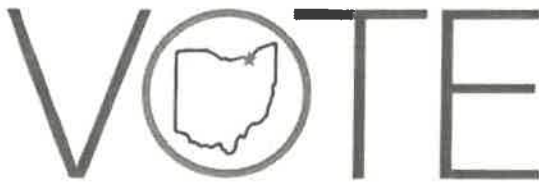
Agenda Item #8

CUYAHOGA COUNTY **BOARD OF ELECTIONS**

Certification of Candidates to the November 7, 2023 General Election

Office	Name	Last Name	Party
Brook Park Director of Law	Carol	Horvath	Nonpartisan
Brook Park Director of Finance UTE 12/31/25	Jim	Astorino	Nonpartisan
Brook Park Director of Finance UTE 12/31/25	Robert J.	McGann	Nonpartisan
Brook Park Council at Large	Chuck	Buckholz Sr	Nonpartisan
Brook Park Council at Large	Nora	Coyne	Nonpartisan
Brook Park Council at Large	David	McCorkle	Nonpartisan
Brook Park Council at Large	George S.	Teetzel	Nonpartisan
Brook Park Council Ward 01	Kevin	Rosala	Nonpartisan
Brook Park Council Ward 01	Tom	Troyer	Nonpartisan
Brook Park Council Ward 03	Susan E.	Adams	Nonpartisan
Brook Park Council Ward 03	Steve	Roberts	Nonpartisan
Brook Park Council Ward 04	Richard D.	Scott	Nonpartisan
Cleveland Municipal Court Clerk FTC 1/1/2024	Brian	Kazy	Nonpartisan
Cleveland Municipal Court Clerk FTC 1/1/2024	Martin J.	Sweeney	Nonpartisan
Cleveland Municipal Court Clerk FTC 1/1/2024	Earle B.	Turner	Nonpartisan
Cleveland Municipal Court Judge FTC 1/1/2024	Sydney Strickland	Saffold	Nonpartisan
Cleveland Municipal Court Judge FTC 1/2/2024	Joseph F.	Russo	Nonpartisan
Cleveland Municipal Court Judge FTC 1/2/2024	Jazmin G.	Torres-Lugo	Nonpartisan
Cleveland Municipal Court Judge FTC 1/3/2024	Jocelyn	Conwell	Nonpartisan
Cleveland Municipal Court Judge FTC 1/3/2024	TJ	Dow	Nonpartisan
Cleveland Municipal Court Judge FTC 1/3/2024	Joanna N.	Lopez Inman	Nonpartisan
Cleveland Municipal Court Judge FTC 1/3/2024	Bridget M.	O'Brien	Nonpartisan
Cleveland Municipal Court Judge FTC 1/4/2024	Timothy W.	Clary	Nonpartisan
Cleveland Municipal Court Judge FTC 1/4/2024	Shiela Turner	McCall	Nonpartisan
Cleveland Municipal Court Judge FTC 1/5/2024	Jeff	Johnson	Nonpartisan
Cleveland Municipal Court Judge FTC 1/5/2024	Mark R.	Majer	Nonpartisan
Cleveland Municipal Court Judge FTC 1/5/2024	Heather	McCollough	Nonpartisan
Cleveland Municipal Court Judge FTC 1/6/2024	Michelle D.	Earley	Nonpartisan
Cleveland Heights Muni Court Judge FTC 1/1/2024	James J.	Costello	Nonpartisan
Cleveland Heights Member of Council	Jon	Benedict	Nonpartisan
Cleveland Heights Member of Council	Janine R.	Boyd	Nonpartisan
Cleveland Heights Member of Council	Jeanne V.	Gordon	Nonpartisan
Cleveland Heights Member of Council	Melody Joy	Hart	Nonpartisan
Cleveland Heights Member of Council	Gail	Larson	Nonpartisan
Cleveland Heights Member of Council	Jim	Petras	Nonpartisan
North Olmsted Council at Large	Duane	Limpert	Nonpartisan
North Olmsted Council at Large	Mark D.	Madden	Nonpartisan
North Olmsted Council at Large	Matthew	Marrie	Nonpartisan
North Olmsted Council at Large	Paul	Shymske	Nonpartisan
North Olmsted Council at Large	Angela M.	Williamson	Nonpartisan

Agenda Item #9



CUYAHOGA COUNTY BOARD OF ELECTIONS

Agenda Item Request

Requested By: Becky Brake

Department: Election Officials

Requested Action: ☐ Approval
☒ Authorization
☐ Other _____

Type of Request

☐ RFP/contract
☐ Travel/Training
☐ Personnel
☐ Provisional Rejections
☐ Absentee Rejection
☐ Certification
☐ Protest
☐ Other _____

Requested for the 06/21/2022 Board Meeting Agenda.
Date

Specific description of request:

Authorization to Pay: 290 Voting Location Managers x \$275 = \$79,750; 314 Voting Location Deputies x \$275 = \$86,350;

3264 Precinct Election Officials x \$250 = \$816,000; 150 Election Substitute Official x \$100 = \$15,000

for the August 8, 2023 Special Election.

Estimated Expense: \$997,100

Budgeted Item: Yes ☐ No ☐

Requestor Signature: _____

Date: _____

Manager Signature: Becky Brake

Date: 6/12/2023

Fiscal Officer Signature: _____

Date: _____

Deputy Director: Anthony M. [Signature]

Date: 6/14/23

Director Approved: Yes ☒ No ☐

Director's Signature: [Signature]

Date: 6.15.23

Please enclose all associated documentation along with this request form to the Clerk of Board.

Forward to the Clerk of the Board: Date: 6/12/2023

Received by the Clerk of the Board: Date: 6/13/2023

Agenda Item #10



CUYAHOGA COUNTY BOARD OF ELECTIONS

Henry F. Curtis IV
Chairman

Inajo Davis Chappell
Member

Lisa M. Stickan
Member

Terence M. McCafferty
Member

Anthony W. Perlatti
Director

Anthony N. Kaloger
Deputy Director

Agenda Item Request

Requested By: Dane R. Thomas Department: Election Support

Requested Action: ☒ Approval
☐ Authorization
☐ Other Signature

Type of Request

<input type="checkbox"/> RFP/contract	<input type="checkbox"/> Certification
<input type="checkbox"/> Travel/Training	<input type="checkbox"/> Protest
<input type="checkbox"/> Personnel	<input checked="" type="checkbox"/> Other - Private Locations Payroll
<input type="checkbox"/> Provisional Rejections	
<input type="checkbox"/> Absentee Rejection	

Requested for the available Board Meeting Agenda

Specific description of request: Authorization to process payment in the amount not-to-exceed \$47,660.00 for 93 private voting locations, 4 CMHA properties and one Zone station being used for the August 8, 2023 Election.

Estimated Expense: \$47,660.00 _____

Budgeted Item: Yes X No _____

Requestor Signature: _____

Date: 6/6/2023

Manager Signature: _____

Date: 6-13-23

Business Administrator

Manager Signature: _____

Date: _____

Deputy Director: _____

Date: 6/14/23

Director Approved: Yes ✓ No _____

Director's Signature: _____

Date: 6.15.23

Please enclose all associated documentation along with this request form to the Clerk of Board.

Forward to the Clerk of the Board: Date: 6/14/2023

Received by the Clerk of the Board: Date: 6/14/2023

Agenda Item

#11

Resolution No. R2023-6-15-11-A

WHEREAS, the Cuyahoga County Fiscal Office (CCFO) requires the Cuyahoga County Board of Elections (CCBOE) to provide multiple documents to the CCFO to facilitate the procurement and subsequent accounts payable functions associated with CCBOE contracts for goods and services from vendors, The Resolution is necessary for the CCBOE to continue to provide for the usual operational services critical to election administration.

RESOLVED, that the Cuyahoga County Board of Elections hereby authorizes the Director, on behalf of the Board, to undertake all actions necessary to enter the contract with Democracy Live for Remote Ballot Marking and Sample Ballots in an amount not to exceed \$9,950.00 for the period of July 1, 2023 through December 31, 2024 (contract attached).

RESOLVED, this Resolution shall take effect and be in force immediately upon receiving the affirmative vote of a quorum of members of the CCBOE. All formal actions of this Board relating to the adoption of this Resolution were adopted in an open meeting of the Board, open to the public, and in compliance with all legal requirements of the Ohio Revised Code.

FURTHER RESOLVED, the Director and Chair are authorized to authenticate this resolution upon adoption through their signatures thereon, and the Director is instructed to transmit copies of this resolution to those individuals deemed necessary to effectuate the intent of its adoption.

Board Meeting Date: June 21, 2023

Agenda Item: Fiscal Services 11-A

Vendor: Democracy Live

Motion: (as presented on the agenda with any edits made during the meeting)

Motion made by: ----- Chairman Curtis

Motion seconded by: ----- BOARD Member Davis Chappell

Vote of the Board Members:

Henry F. Curtis, IV, Chairman	<input checked="" type="checkbox"/> Yay	<input type="checkbox"/> Nay
Inajo Davis Chappell, Member	<input checked="" type="checkbox"/> Yay	<input type="checkbox"/> Nay
Lisa M. Stickan, Member	<input checked="" type="checkbox"/> Yay	<input type="checkbox"/> Nay
Terence McCafferty, Member	<input checked="" type="checkbox"/> Yay	<input type="checkbox"/> Nay

Resolution adopted at the Cuyahoga County Board of Elections meeting on 21st, June 2023

Signature of Chairman Henry F. Curtis IV

Signature of Director [Signature]

CONTRACT
between the
CUYAHOGA COUNTY BOARD OF ELECTIONS
and
DEMOCRACY LIVE, INC.

THIS CONTRACT (the "Contract") is made and entered into as of July 1, 2023, by and between the Cuyahoga County Board of Elections (the "Board") in Cleveland, Ohio, a body politic and a political subdivision of the State of Ohio organized and existing under Title 35 of the Ohio Revised Code, and Democracy Live, Inc., having principal place of business at 2900 NE Blakeley Street, Seattle, WA 98105 (the "Vendor"). The Board and the Vendor may hereafter be referred to singularly as a "Party", or jointly as "Parties".

WHEREAS, the Ohio Secretary of State, pursuant to Directives 2018-03 and 2018-12, requires and instructs all boards of elections in the State of Ohio to acquire, install, and deploy a remote absentee ballot delivery and marking system for voters with a disability to use during Ohio's by-mail absentee voting period;

WHEREAS, the Board issued a Request for Bids ("RFB") on May 24, 2023, to furnish software and support for remote absentee ballot delivery and marking system with electronic sample ballots;

WHEREAS, the Vendor has submitted a bid in response to the Board's RFB; and

WHEREAS, the Board has determined, in accordance with Ohio Revised Code Section 3501.301, that Vendor has submitted the lowest and best bid and is willing to provide a remote absentee ballot delivery and marking system to the Board upon the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of mutual promises contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Vendor and the Board agree as follows:

ARTICLE I – TERM; TERMINATION

A. Initial Term. The Initial Term of this Contract shall commence as of July 1, 2023, and shall continue, unless earlier terminated in accordance with the provisions of this Contract, until December 31, 2024 (the "Initial Term").

B. Renewal Periods. The Board shall have the option to renew the Contract for two additional one-year terms. Each renewal shall be considered a "Renewal Period" and shall be exercisable by the Board upon notice to the Vendor given at least 30 days prior to the expiration of the Initial Term or subsequent Renewal Period.

C. Termination: If the Vendor fails to perform any material obligation under the Contract, or the Board becomes dissatisfied with the Vendor's performance, the Board shall notify the Vendor party immediately, in writing, of such failure or dissatisfaction. If the Vendor has not cured the failure to the reasonable satisfaction of the Board within ten (10) days of said notice, then the Board may terminate the Contract in full, upon written notice to the Vendor of such termination. The Board may unilaterally terminate the Contract at any time by giving fourteen (14) calendar days prior written notice to the Vendor. If the Board unilaterally terminates the Contract pursuant to this Section, the Vendor shall be paid its fees for any undisputed benefits provided up to the dismissal date. The Vendor shall not be relieved of liability to the Board for damages sustained by virtue of any breach of the Contract by the Vendor. The Board may withhold or require to be withheld any payment to the Vendor for the purpose of a setoff until such time as the exact amount of damages due the Board is agreed upon or is otherwise determined.

ARTICLE II – SCOPE OF WORK

A. Generally. By executing this Contract, the Board accepts and the Vendor agrees to be bound by the Vendor's Bid, incorporated herein as Exhibit B, and the BOARD's RFB, incorporated herein as Exhibit A, with "Vendor" substituted for "Contractor" where appearing and subject to any deviations that may be contained in this Contract, which shall control over any conflicting provision in Exhibit A or Exhibit B; provided, however, silence in the Contract does not constitute a conflict or omission. Subject to the preceding sentence, Exhibit A and Exhibit B are incorporated as if fully rewritten herein whether or not physically attached to this Contract. In the event of any conflict between provisions contained in the Exhibit A and the Exhibit B, the Exhibit A shall control.

B. Specific Services. The Vendor shall perform the services to satisfy the requirements described Secretary of State Directives 2018-3 and 2018-12 and those in Exhibit B, including but not limited to those set forth in its SECTION I: Scope of Services and the Service Level Agreement standards.

ARTICLE III – CONTRACT AMOUNT AND PAYMENT TERMS

A. Amount. During the Initial Term of this Contract, the Board shall pay Vendor \$9,950.00 for the license and scope of services supporting the remote absentee ballot delivery and marking system. If the Board exercises any option to renew the Contract, the Board shall pay the vendor \$9,950.00 for each Renewal Period.

B. Payment Terms

A. Initial Term. The vendor may invoice the Board for the amount payable upon complete and successful implementation of the remote absentee ballot delivery and marking system, as determined by the Board.

B. Renewal Periods. For any subsequent Renewal Period, the Vendor may invoice the Board at the commencement of such Renewal Period.

C. Due Date. Payment under this contract shall be due on the 60th calendar day after the date of actual receipt of an approved invoice. The date of the warrant issued in payment shall be considered the date payment is made.

D. Tax Exemption. The Board is a tax-exempt No. 29 political subdivision of the State of Ohio (Federal I.D. No. 34-6000817). Necessary tax exemption blanks will be furnished as requested.

E. Invoicing. Vendor shall submit original invoice(s) in a form acceptable to the Board to the following address:

Cuyahoga County Board of Elections
Attn: Accounts Payable
2925 Euclid Avenue
Cleveland, OH 44115

ARTICLE IV – INSURANCE

A. The Vendor shall procure, maintain and pay premiums for the insurance coverage and limits of liability indicated below with respect to products, services, work and/or operations performed in connection with this Contract.

1. Workers Compensation: If the Vendor maintains the minimum number of employees working in Ohio established by law to subject the Vendor to the Ohio Workers Compensation program, the Vendor shall provide a Certificate of Premium Payment for Ohio State Worker's Compensation Insurance, or equivalent Worker's Compensation Insurance or letter of indemnification in lieu thereof. This document shall be current for the entire period of the contract. If the number of employees working in Ohio satisfies the statutory minimum, Worker's Compensation Insurance as required by the various state and federal laws as applicable including Employers' Liability coverage with limits of liability not less than the following:

\$1,000,000 each accident for bodily injury by accident;
\$1,000,000 each employee for bodily injury by disease;
\$1,000,000 policy limit for bodily injury by disease.

Such insurance shall be written on the National Council on Compensation Insurance (NCCI) form or its equivalent.

2. General Liability Insurance. The vendor shall maintain the appropriate general commercial liability insurance policies with limits of liability not less than:

\$1,000,000 each occurrence bodily injury & property damage;
\$1,000,000 personal & advertising injury;

\$2,000,000 general aggregate;
\$2,000,000 products/completed operations aggregate.

Such insurance shall be written on an occurrence basis on the Insurance Services Office (ISO) form or its equivalent.

3. Automobile Insurance. Commercial automobile liability insurance covering all owned, non-owned, hired, and leased vehicles operated in Ohio. Such insurance shall provide a limit of not less than \$1,000,000 combined single limit (bodily injury & property damage) each accident. Such insurance shall be written on an occurrence basis on the Insurance Services Office (ISO) form or its equivalent.

4. Cyber liability. Privacy and network security breach liability (cyber liability) with coverages and limits not less than \$1,000,000 for each claim or incident alleging a wrongful act, liability, loss, or damage including coverage for network protection, theft, loss, or corruption of data, cyber extortion, denial of service, network security breach liability, regulatory action defense and fines/penalties, privacy liability, notification expense, credit monitoring expense and public relations expense.

B. Insurance Coverage Terms and Conditions

1. Additional Insured. The insurance policies of the Vendor required for this contract, with the exception of Cyber, shall each name the "Cuyahoga County Board of Elections and its employees" as an Additional Insured and shall contain the following provisions:

- i) Thirty (30) days prior notice of cancellation or material change;
- ii) A waiver of subrogation wherein the insurer(s) waives all rights of recovery against the Board,
- ii) The insurance policies are primary and the provider will not seek contribution from any other insurance available to an additional insured

2. Qualifications. The insurance required for this contract shall be provided by insurance carrier(s) licensed to transact business and write insurance in the state(s) where operations are performed and shall carry a minimum A.M. Best's rating of A VII or above. The Vendor shall also require any and all of its subcontractors to procure, maintain, and pay premiums for the insurance coverages and limits of liability outlined above with respect to products, services, work and/or operations performed in connection with this Contract.

ARTICLE V – OWNERSHIP

1. Documents. All documents created pursuant to this Contract shall be the property of the Board upon approval and acceptance of such documents.

2. Data. All data, documents and information provided to Vendor by the Board shall

remain Board property and shall be kept confidential in accordance with this Contract. Upon termination of this Contract, unless expressly agreed to otherwise in writing, Vendor shall return all Board owned data, documents and information. Data shall be returned in industry standard format and as agreed to by the Board within sixty (60) days of termination of this Contract, unless otherwise agreed to in writing by the parties. Upon acceptance of the returned data and approval for destruction by the County, Vendor shall destroy all copies and notify the Board of such destruction.

ARTICLE VI – SECURITY

A. Security Breach. Vendor is solely responsible for any security breaches affecting servers or accounts under its control on behalf of the Board, and any damages resulting therefrom. If the Board's server or website is responsible for or involved in an attack on or unauthorized access into another server or system, Board will follow agreed incident response plans which may include immediate shut down of systems, and it shall take all necessary measures to protect Board Data and ensure continuity of Vendor's Services.

B. Security Standards. The Vendor shall maintain the security standards and practices described in Exhibit B, and further observe and conform with the security protocols that meet or exceed the minimum standards established by the Secretary of State and industry best practices.

C. Viruses and Malware. Vendor will use its best efforts through quality assurance procedures to ensure that there are no viruses or malware or undocumented features in its infrastructure and Services and that they do not contain any embedded device or code (e.g., time bomb) that is intended to obstruct or prevent any use of or access to them by Board.

D. Handling of Board Data. Board Data shall remain the sole property of Board. The Board may access, extract, disclose and otherwise use Board Data and Shared Data in any form or format without restriction by Vendor. Vendor acknowledges that it has no ownership or proprietary rights to Board Data. Vendor shall not, without the Board's prior written consent, copy or use Board Data or Shared Data except to carry out its obligations under this Contract and will not transfer or disclose Board Data or Shared Data to any party not involved in the performance of this Contract. Vendor will ensure Board Data and Shared Data is secure and protected from unauthorized disclosure, modification, or destruction. Vendor shall comply with all applicable National Institute of Standards and Technology ("NIST") standards, and:

1. apply appropriate risk management techniques to ensure security for all sensitive data, including but not limited to any data identified as Confidential Information elsewhere in this Contract;
2. ensure that its internal security policies, plans, and procedures address the basic security elements of confidentiality, integrity, and availability;

3. maintain plans and policies that include methods to protect against security and integrity threats and vulnerabilities, as well as detect and respond to those threats and vulnerabilities;
4. maintain appropriate identification and authentication process for information systems and services associated with Board Data and Shared Data;
5. maintain appropriate access control and authorization policies, plans, and procedures to protect system assets and other information resources associated with Board Data and Shared Data;
6. implement and manage security audit logging on information systems, including computers and network devices;
7. upon request, quarterly vulnerability reports to the Board; and
8. upon request, annual full risk assessments to the Board.

E. Vendor will maintain a robust boundary security capacity that incorporates generally recognized system hardening techniques or the Center of Internet Security ("CIS") Benchmarks where applicable and is consistent with the Board's security standards. Vendor shall determine which ports and services are required to support access to systems that hold Board Data and Shared Data, limiting access to only these points, and disabling all others. Vendor shall use assets and techniques such as properly configured firewalls, a demilitarized zone for handling public traffic, host-to-host management, Internet protocol specification for source and destination, strong authentication, encryption, layer 1-7 packet inspection and filtering with SSL inspection, activity logging, and implementation of system security fixes and patches as they become available. Vendor will use two-factor authentication to limit access to systems that contain Board Data and Shared Data. Unless Board instructs Vendor otherwise in writing, all Board Data and Shared Data is both confidential and critical for Board operations, and Vendor's security policies, plans, and procedure for the handling, storage, backup, access, and, if appropriate, destruction of that data must be commensurate to this level of sensitivity. As part of Vendor's protection and control of access to and use of data, Vendor will employ appropriate intrusion and attack prevention and detection capabilities. Those capabilities must track unauthorized access and attempts to access Board Data and Shared Data, as well as attacks on Vendor's infrastructure associated with Board Data and Shared Data. Further, Vendor must monitor and appropriately, address information from its system tools used to prevent and detect unauthorized access to and attacks on the infrastructure associated with Board Data and Shared Data.

F. Secure Transfer of Data. Vendor will ensure that Board Data and Shared Data is secure before transferring control of any systems or media on which Board Data and Shared Data is stored. The method of securing the data must be appropriate to the situation and may include erasure, destruction, or encryption of the data before transfer of control. The transfer of any

such system or media must be reasonably necessary for the performance of Vendor obligations under this Contract.

G. Business Continuity Plan. Vendor shall prepare a business continuity plan in place ("BCP"). Vendor must test and update the IT disaster recovery portion of its BCP at least annually potentially in line with the Vendor's scheduled testing. The BCP shall address procedures for response to emergencies and other business interruptions. The BCP shall address backing up and storing data at a location sufficiently remote from the facilities at which Vendor maintains Board Data and Shared Data in case of loss of that data at the primary site. The BCP also must address the rapid restoration, relocation, or replacement of resources associated with Board Data and Shared Data in the case of a disaster or other business interruption. Vendor's BCP will address short- and long-term restoration, relocation, or replacement of resources that will ensure the smooth continuation of operations related to Board Data, Shared Data and Processes. Such resources may include, among others, communications, supplies, transportation, space, power and environmental controls, documentation, people, data, software, and hardware. Vendor will provide for reviewing, testing, and adjusting the BCP by Board on an annual basis.

H. Portable Computing Devices. Vendor shall not allow Board Data and Shared Data to be loaded onto portable computing devices or portable storage components or media unless necessary to perform its obligations under this Contract properly and if adequate security measures are in place to ensure the integrity and security of the Board Data and Shared Data. Those measures must include a policy on physical security for such devices to minimize the risks of theft and unauthorized access that includes a prohibition against viewing sensitive or confidential data in public or common areas. At a minimum, portable computing devices must have anti-virus software, personal firewalls, and system password protection. In addition, Board Data and Shared Data shall be encrypted when stored on any portable computing or storage device or media or when transmitted from them across any data network. Vendor shall also maintain an accurate inventory of all such devices and the individuals to whom they are assigned. Vendor shall have reporting requirements for lost or stolen portable computing devices authorized for use with Board's Data and Shared Data and must report any loss or theft of such to Board in writing as quickly as reasonably possible. Vendor also must maintain an incident response capability for all security breaches involving Board Data and Shared Data whether involving mobile devices or media or not. Vendor will detail this capability in a written policy that defines procedures for how Vendor will detect, evaluate, and respond to adverse events that may indicate a breach or attempt to attack or access Board Data, Shared Data or the infrastructure associated with Board Data and Shared Data.

I. Encryption. Any encryption requirement identified in this Contract must meet the NIST standards identified above.

J. Notification of Breach. In case of an actual security breach that may have compromised Board's Data and/or Shared Data, including but not limited to loss or theft of devices or media, Vendor shall notify Board in writing of the breach immediately, and in any instance, no more

than 24 hours of Vendor becoming aware of the breach, and fully cooperate with the Board to mitigate the consequences of such a breach. This includes any use or disclosure of the Board Data and Shared Data that is inconsistent with the terms of this Contract and of which Vendor becomes aware, including but not limited to, any discovery of a use or disclosure that is not consistent with this Contract by an employee, agent, or subcontractor of Vendor. Vendor must cooperate with the designated Board contacts and assist Board in making any notifications to potentially affected people and organizations that the Board deem are necessary or appropriate. Vendor must document all such incidents, including its response to them, and make that documentation available to Board promptly upon request. In addition to any other liability under this Contract related to Vendor's improper disclosure of Board Data and Shared Data, and regardless of any limitation on liability of any kind in this Contract, Vendor will be responsible for acquiring one year's identity theft protection service on behalf of any individual or entity whose personally identifiable information is compromised while it is in Vendor's possession. Such identity theft protection must be reasonably acceptable to Board.

K. Access to Data. Vendor will ensure that Board retains secure access and download capability for Board Data and Shared Data for any purpose. All Board Data and Shared Data stored in systems supporting Vendor's Services must reside within the contiguous United States with a minimum of two data center facilities at two different and distant geographic locations and be handled in accordance with the requirements of this Contract at all Service Provider locations.

ARTICLE VII – MISCELLANEOUS

1. Notices. Wherever one Party is required or permitted to give notice to the other pursuant to this Contract, such notice shall be deemed given when emailed as follows:

In the case of the Board:
Anthony Perlatti, Director
aperlatti@cuyahogacounty.us

In the case of Vendor:
Bryan Finney, President
bryan@democracylive.com

Either Party may from time to time change its designated recipient or address for notification purposes by giving the other Party written notice of the new designated recipient or address and the date upon which it will become effective.

2. Indemnification.

A. General. The Vendor hereby expressly agrees and shall, to the fullest extent permitted by law, indemnify, hold harmless, and, at the option of the Board as decided in its sole discretion, defend or pay for the defense of the Board, its Board members, Director, Deputy Director, officers, agents, representatives, and employees (the "Indemnified Parties") from and against any and all liability, claims, suits, causes of action, liens, demands, losses, damages, (including fines, penalties, incidental and consequential damages), settlements, judgments, costs, and expenses (including reasonable attorneys' fees and any other costs of defense) of every kind,

nature, or description arising out of or in connection with, caused by, resulting from, or occurring during the course of the performance of this Agreement, whether directly or indirectly, where such liability is

i) founded upon or grows out of, directly or indirectly, the acts, errors, omissions, undertakings, representations or warranties of the Vendor, its officers, employees, agents, independent contractors or subcontractors (or subcontractors or independent contractors thereof), or any other person or party for which the Vendor is legally liable, and

ii) is attributable in any manner and to any extent to bodily injury, personal injury, sickness, disease or death of any person, loss of revenue, or the injury to or damage, destruction, or loss of use of property.

B. Intellectual Property. The Vendor shall defend all suits or claims for misappropriation or infringement of any intellectual property rights and shall pay for the defense of and, indemnify, save and hold the Indemnified Parties harmless from any and all Losses on account thereof resulting from the use by the Board or any of its agents, employees, representatives and assigns of material supplied or services performed under this Contract. In case any component of the materials or services constitutes a misappropriation or an infringement of the United States patent rights or copyrights or other intellectual property rights of a third party and its use is enjoined, Vendor at the Vendor's sole cost and expense, shall promptly (a) secure for the Board, its representatives, agents, and designees the right to continue using the infringing item by suspension of the injunction or by procuring a perpetual, nonrevocable, paid-up, royalty-free, assignable, non-exclusive license to reproduce, publish, or otherwise use for the Board's purposes as contemplated herein; or (b) replace the infringing item with a non-infringing substitute that meets the requirements and fulfills the purpose under this Contract; or (c) modify the infringing item so that it becomes non-infringing provided the resulting Work meets the requirements of this Contract. If the amount of time necessary to proceed with one of these options is deemed excessive by the Board, in its sole reasonable discretion, the Board may direct Vendor to select another option (and failure to do so will be an Event of Default under this Contract). Nothing in this Section shall be deemed to limit or condition the Board's rights otherwise set forth in this Contract, including, without limitation, termination of this Contract and damages.

C. Conditions. The defense and indemnity obligations of the Vendor shall survive the expiration or termination of the Contract. Should the Board elect to have the Vendor defend one or more of the Indemnified Parties, the Board shall have the right, but not the obligation, to associate in such defense, whether directly or through outside legal counsel, or both. Nothing herein shall require the Vendor to reimburse the Board for damages or liabilities solely caused by the negligent acts, errors or omissions of one or more of the Indemnified Parties. Between the parties for purposes of fulfilling the Vendor's indemnity obligations hereunder, the Vendor waives any immunity derived from compliance with the Workers' Compensation Laws of the State of Ohio. The obligations of the Vendor hereunder shall not be limited by the types, terms,

conditions, or limits of liability of any insurance purchased and maintained by the Vendor.

3. Assumption of Liability. The Board shall not assume responsibility for the payment of any personal property taxes for any materials not owned by the Board, nor shall the Board pay any insurance premiums for any coverage of any property not owned by the Board. No conditions shall alter this statement.

4. Acceptance of Performance. Acceptance of performance is a condition of this Contract. It shall be understood and agreed that an agent for the Board shall determine finally the satisfactory quality of the services and/or materials furnished under the Contract. Failure to meet performance requirements is a reason for termination of the agreement, and the Vendor shall be liable to the Board for any excess cost and/or expenses incurred by the Board thereafter.

5. Labor and Material. Vendor shall well, truly and promptly pay or satisfy the just and equitable claims of all persons who have performed labor or furnished materials or equipment for Vendor in the execution of this contract, and all bills, costs or claims of whatever kind which might in law or equity become a lien upon said work.

6. Disability Accommodations. Vendor assures that its facilities and services provide reasonable access to all persons with a disability or that reasonable accommodations can be made to provide access. Vendor agrees to make any and all modifications (that do not impose an undue hardship) to assure access.

7. Damages. Vendor is liable to the Board for all actual and direct damages caused by Vendor's default. The Board may buy substitute supplies or services, from a third party, for those that were to be provided by vendor. The Board may recover the costs associated with acquiring substitute supplies or services, less any expenses or costs saved by Vendor's default, from Vendor. The Board may deduct all or any part of the damages resulting from Vendor's default from any part of the price still due on the Contract, upon prior written notice to being issued to the Vendor by the Board.

8. Survival of Terms. Termination or expiration of this Contract for any reason shall not release either Party from any liabilities or obligations set forth in this Contract which (i) the Parties have expressly agreed shall survive any such termination or expiration, or (ii) remain to be performed or by their nature would be intended to be applicable following any such termination or expiration.

9. Waiver. No delay or omission by either party in the exercise of any right or power shall impair any such right or power or be construed to be a waiver thereof. A waiver by either of the parties of any of the covenants, conditions or agreements to be performed by the other or any breach thereof shall not be construed to be a waiver of any succeeding breach thereof or of any other covenant, condition or agreement herein contained. No change, waiver or discharge hereof shall be valid unless in writing and signed by an authorized representative of the party

against which such change, waiver, or discharge is sought to be enforced.

10. Governing Law. This Contract shall be governed by, and shall be construed and enforced in accordance with, the laws of the State of Ohio. The Parties agree that the state and federal courts sitting in Ohio will have exclusive jurisdiction over any claim arising out of this Contract, and each Party consents to the exclusive jurisdiction of such courts. Vendor hereby agrees not to challenge this Governing Law and Jurisdiction provision, and further agrees not to attempt to remove any legal action outside of Cuyahoga County for any reason.

11. Assignment. The Vendor shall not assign, transfer, convey or otherwise dispose of this Contract, or his right to execute it, or his right, title or interest in or to it or any part thereof, or assign, by power of attorney or otherwise, any of the monies due or to become due under this Contract without approval of the Board. All work to be done by subcontractors utilized by the Vendor is subject to pre-approval by the Board. All subcontractors selected by the Vendor and approved by the Board must comply with all the terms and conditions contained in the Board.

12. Documents Incorporated by Reference. The following documents are attached hereto and are incorporated herein:

- i) Exhibit A – Request for Proposals
- ii) Exhibit B – Vendor Quotation

13. Independent Contractor. It is fully understood and agreed that Vendor is an independent contractor and is not an agent, servant, or employee of County. Vendor declares that it is engaged as an independent business and has complied with all applicable federal, state, and local laws regarding business permits and licenses of any kind, including but not limited to any insurance coverage, workers' compensation, or unemployment compensation that is required in the normal course of business and will assume all responsibility for any federal, state, municipal or other tax liabilities.

14. Entire Agreement. This Contract constitutes the entire agreement between the Parties, either express or implied, with respect to the subject matter hereof. No modification of this Contract shall be binding upon the Parties unless set forth in writing and signed by both Parties, or their respective successors or assigns.

15. Force Majeure. Neither Party shall be in default if its failure to perform any obligation hereunder is caused solely by supervening conditions beyond that Party's reasonable control, including, without limitation, acts of God, civil commotion, strikes, labor disputes, or governmental demands or requirements.

16. Severability. If any provision of this Contract is invalid or unenforceable, that provision will be changed and interpreted to accomplish the Parties' objectives to the greatest extent possible under applicable law and the remaining provisions of this Contract will continue in full force and effect.

17. Anti-Discrimination. Vendor agrees that in its employment of labor, skilled or unskilled, there shall be no discrimination exercised against any person because of race, color, religion, national origin, sex, gender, ancestry, age, disability, sexual orientation, sexual identity, genetic information, military status, or veteran status, and a violation of this term shall be deemed a material breach of this Contract. It shall be the policy of the Vendor to provide equal opportunity to all business persons seeking to contract, or otherwise interested in contracting with, Vendor, including various eligible Small Business Enterprises, but that such a policy does not create an obligation on the part of the Vendor to enter into any particular agreements.

18. Unbiased Business Conduct: The Vendor acknowledges that this Contract is integral to the Board's ability to administer free and fair elections, which constitutes the essence of the contract. The Vendor will not act or engage in any conduct that gives the appearance of impropriety or exhibits political bias or taints the elections process by reason of any partisanship of any kind, perceived or otherwise. The Vendor agrees i) to conduct its operations so as not to cause disrepute, contempt or scandal on the Board or otherwise interfere, directly or indirectly, with the Board's election administration process, and ii) that the Vendor acknowledgements and agreements are a material inducement for the Board to select the Vendor for contract award.

SIGNIFYING THEIR AGREEMENT WITH THE FOREGOING, the parties have set their respective hands to this Contract as of the day and year first above written and executed this agreement.

VENDOR

THE BOARD

By: Democracy Live, Inc.

By: _____

Print: Bryan Finney

Anthony Perlatti
Director

Title: ISD