

Jeff Hastings, Chairman

Anthony W. Perlatti, Director

Inajo Davis Chappell, Board Member

Tony Kaloger, Deputy Director

Lisa M. Stickan, Board Member

David J. Wondolowski, Board Member

THIS MEETING WILL BE HELD VIA TELECONFERENCE¹

Please note the new dial-in number and meeting ID

DIAL IN NUMBER: 1-646-558-8656

MEETING ID: 627 627 4058 Meeting passcode: 2925

MEETING AGENDA

March 30, 2021

2:00 P.M.

THE PLEDGE OF ALLEGIANCE

ADMINISTRATIVE

1. Approval of the minutes from the following meetings:
 - a. March 5, 2021
 - b. March 12, 2021
 - c. March 22, 2021
2. Acknowledgment of Secretary of State Directives:
 - a. Directive 2021-12: Special Congressional Election in Ohio's 11th Congressional District
 - b. Directive 2021-13: Unofficial and Official Canvasses of the May 4, 2021 Primary/Special Election; Open Meetings, and Precinct Election Official Training

REGISTRATION

3. Determination of the validity of provisional ballots and authorization to count provisional ballots from the March 16, 2021, Mayfield Village Special Election.

CANDIDATE & PETITION SERVICES

4. Acknowledgement of Appointment to Elected Office
5. Acknowledgement of Candidate Withdrawal from the May 4, 2021 Primary Election.

¹ Video of this meeting can be viewed at youtube.com/cuyahogacountyboe

² Please email mbejjani@cuyahogacounty.gov or lwalker@cuyahogacounty.gov with your name and the nature of your comment so we can fully assist you.

6. Certification of Candidates for the November 2, 2021 General Election in lieu of the May 4, 2021 Primary Election

FISCAL SERVICES

7. Approval to Award a Sole Source Contract with Tenex Software Solutions to provide Live Results Election Night Reporting in the amount not-to-exceed \$24,000.00 for the one-year period beginning June 1, 2021 through May 31, 2022 with Option to Renew for Two One-Year Periods.
8. Approval of Vouchers

HUMAN RESOURCES

9. Approval of Personnel Agenda

NEW BUSINESS

- Update on the May 4, 2021 Primary Election
- Update on the August 3, 2021 Special Congressional Election
- New Voting Equipment Acquisition Update
- HR Policy and Procedure Manual Update
- Center for Tech & Civic Life (CTCL) Grant Update

PUBLIC COMMENT²

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.

2021 Board Meeting Schedule

March 2021

Tuesday, March 30th @ 2:00PM

Provisional Verification of the Mayfield Village Election

April 2021

Monday, April 5th @ 9:30AM

Certification of the Mayfield Village Election
Certification of Woodmere Recount/Audit (if no recount)

May 2021

Monday, May 3rd @ 9:30AM

Certification of the Mayfield Recount/Audit (if no recount)
Certification of Woodmere Audit (if recount requested)

Tuesday, May 4th

May 4th Primary Election

Monday, May 17th @ 9:30AM

Provisional Verification from the May 4th Primary Election
Certification of Issues for the August 3rd Special Election (if needed)

Tuesday, May 25th @ 2:00PM

Certification of the Official Results from the May 4th Primary Election

June 2021

Monday, June 14th @ 9:30AM

Certification of Recounts from the May 4th Primary Election
Certification of Charter Amendments for the August 3rd Special Election

Monday, June 28th @ 9:30AM

Certification of Audits from the May 4th Primary Election
Certification of Candidates & Issues for the September 14th Primary Election

July 2021

Wednesday, July 21st @ 9:30AM

Certification of Write-In Candidates and Charter Amendments for the September 14th Primary Election

August 2021

Tuesday, August 3rd

August 3rd Special Election

Monday, August 16th @ 9:30AM

Provisional Verification for the August Special Election
Certification of Candidates & Issues for the November 2nd General Election

Monday, August 23rd @ 9:30AM

Certification of the August Special Election

September 2021

Monday, September 13th @ 9:30AM

Certification of Write-In Candidates for the November 2nd General Election

Certification of Charter Amendments for the November 2nd General Election

Certification of Recounts from the August 3rd Special Election

Tuesday, September 14th

September 14th Primary Election

Monday, September 27th @ 9:30AM

Certification of the Audit from the August 3rd Special Election

Provisional Verification for the September 14th Primary Election

October 2021

Friday, October 1st @ 9:30AM

Certification of the September 14th Primary Election

Monday, October 18th @ 9:30AM

Certification of the Recount from the September 14th Primary Election

November 2021

Tuesday, November 2nd

November 2nd General Election

Monday, November 15th @ 9:30AM

Provisional Certification for the November 2nd General Election

Tuesday, November 23rd @ 2:00PM

Certification of the November 2nd General Election

December 2021

Monday, December 6th @ 9:30AM

Certification of the Recount from the November 2nd General Election

Tuesday, December 7th

December 7th Run Off Election (if needed)

Monday, December 20th @ 9:30AM

Certification of the Audit from the November 2nd General Election

Certification of the December 7th Run Off Election (if needed)

Revised 3.25.21

VOTE CUYAHOGA COUNTY BOARD OF ELECTIONS

Board Meeting
3-5-2021

**THIS MEETING WAS HELD VIA TELECONFERENCE IN ACCORDANCE WITH
H.B. 197, 133rd G.A. §12 (2020)**

Attending:

Jeff Hastings, Chairman
Inajo Davis Chappell, Board Member
Lisa M. Stickan, Board Member
David Wondolowski, Board Member
Anthony W. Perlatti, Director

Mark R. Musson, Assistant Prosecutor, Cuyahoga County
Mary Bejjani, Clerk to the Board
Linda Walker, Clerk to the Board

The Cuyahoga County Board of Elections Meeting began at 9:31 a.m. Hereinafter referred to as the CCBOE/Board.

Chairman Hastings noted that all Board Members were present in-person.

Agenda Item 1: Reorganization of the Cuyahoga County Board of Elections pursuant to Ohio Revised Code §3501.09

Chairman Hastings noted all members were in attendance in-person for the reorganization of the board meeting. Chairman Hastings moved to appoint Board Member Inajo Davis Chappell as the temporary chairperson. Board Member Wondolowski seconded the motion. The motion passed unanimously.*

Chairperson Davis Chappell motioned to appoint a Director of the CCBOE. Board Member Wondolowski nominated Anthony Perlatti as Director of the CCBOE. Board Member Hastings seconded the motion. The motion passed unanimously.

The Oath of Office was administered to Director Perlatti by Chairperson Davis Chappell.

The Oath of Office was then administered to Chairperson Inajo Davis Chappell and Board Member Lisa M. Stickan by Board Member Jeff Hastings.

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

Board Member Hastings moved to post the position of Deputy Director as an internal posting. Board Member Lisa M Stickan seconded the motion. The motion passed unanimously.

Chairperson Davis Chappell moved to appoint a permanent Chairperson. Board Member Wondolowski nominated Board Member Hastings. Board Member Stickan seconded the motion. The motion passed unanimously.

Agenda Item 2: Approval of the minutes from the February 16, 2021, Board Meeting

Chairman Jeff Hastings moved to approve the minutes from the February 16, 2021, board meeting. Board Member Wondolowski seconded. The motion passed unanimously.

Agenda Item 3: Acknowledgement of Secretary of State Advisory 2021-02; Biennial Adjustment of Recount Charges/Campaign Contribution Limit Adjustment. – Directive 2021-11: Ballots for May 4, 2021 Primary / Special Election.

Chairman Hastings moved to acknowledge Secretary of State Advisory 2021-02; Biennial Adjustment of Recount Charges/Campaign Contribution Limit Adjustment and 2021-11; Ballots for May 4, 2021 Primary / Special Election. Board Member Wondolowski seconded. The motion passed unanimously.

Agenda Item 4: Determination of the validity of provisional ballots and authorization to count provisional ballots from the February 23, 2021, Woodmere Recall Election

Registration Manager, Betty Edwards, presented the Provisional Report to the Board as provided in the board meeting materials.

Chairman Hastings moved to approve and count the provisional ballots from the February 23, 2021, Woodmere Recall Election as recommended by staff. Member Wondolowski seconded the motion. The motion passed unanimously.

Agenda Item 5: Acknowledgement of Candidate Withdrawals

Chairman Hastings moved to acknowledge candidate withdrawals. Board Member Wondolowski seconded the motion. The motion passed unanimously.

Agenda Item 6: Certification of Candidates for the November 2, 2021 General Election in lieu of the May 4, 2021 Primary Election

Chairman Hastings moved to certify the candidates for the November 2, 2021 General Election in lieu of the May 4, 2021 Primary Election. Board Member Wondolowski seconded. The motion passed unanimously.

Agenda Item 7: Acknowledgement of resignations from and appointments to elected office

Chairman Hastings moved to acknowledge the resignations from and appointments to elected offices. Board Member Wondolowski seconded. The motion passed unanimously.

Agenda Item 8: Authorizing the adjustment of Recount Charges to the maximum amount of \$65.00 per precinct for requested (non-automatic) recounts pursuant to Ohio Secretary of State Advisory 2021-02.

Chairman Hastings moved to authorize the adjustment of Recount Charges to the maximum amount of \$65.00 per precinct for requested (non-automatic) recounts pursuant to Ohio Secretary of State Advisory 2021-02. Board Member Wondolowski seconded. The motion passed unanimously.

Agenda Item 9: Authorization to pay: 1 Voting Location Manager - \$200; 1 Voting Location Deputy - \$200; 14 Precinct Election Officials x \$172.10 = \$2,409.40; 2 Sanitation Officials x \$200 = \$400 for the March 16, 2021 Special Election in the amount of \$3,209.40.

Chairman Hastings moved to authorize to pay: 1 Voting Location Manager - \$200; 1 Voting Location Deputy - \$200; 14 Precinct Election Officials x \$172.10 = \$2,409.40; 2 Sanitation Officials x \$200 = \$400 for the March 16, 2021 Special Election in the amount of \$3,209.40. Board Member Wondolowski seconded. The motion passed unanimously.

Agenda Item 10: Approval to Extend the Delivery and Return of Voting Equipment Contract with MidFitz, Inc. dba as Berman Moving and Storage, Inc. pursuant to the same terms and conditions set forth in the contract in the amount not-to-exceed \$6,477.52 for the period beginning May 4, 2021 through May 15, 2021.

Chairman Hastings moved to approve to Extend the Delivery and Return of Voting Equipment Contract with MidFitz, Inc. dba as Berman Moving and Storage, Inc. pursuant to the same terms and conditions set forth in the contract in the amount not-to-exceed \$6,477.52 for the period beginning May 4, 2021 through May 15, 2021. Board Member Wondolowski seconded. The motion passed unanimously.

Agenda Item 11: Approval of Personnel Agenda

Chairman Hastings moved to approve the personnel agenda. Board Member Wondolowski seconded. The motion passed unanimously.

NEW BUSINESS

Director Perlatti provided an update on current business. The February 23, 2021 Woodmere Recall Election will be certified on Friday, March 12, 2021. Recounts for the Woodmere Election have not been determined.

The Mayfield Village Election is in week three of early in-person voting. Currently, there has been one early in-person voter and 293 requests for the Vote-by-Mail ballots and the BOE has received 175 returned ballots approximately a 60% return. Early in-person voting hours are in effect. On the March 16th Election Day, there will be a combination of BOE full-time Election Official employees, in addition to PEO's staffing the polling location.

Director Perlatti indicated that March 5, 2021 is the Charter Deadline for the May Election and the City of Berea.

Board Member Davis Chappell requested further information on why the Fairview Park polling location, has declined to be a polling location in the future. Is there something the CCBOE can do to address their issues, so perhaps the site can be used again.

Chairman Hastings commented about the Summit County Board of Elections now being on administrative oversight. Chairman Hastings requested a response at the next board meeting from Director Perlatti regarding what the CCBOE is doing to ensure none of the same issues occur at this agency.

PUBLIC COMMENT

There was no public comment.

EXECUTIVE SESSION

Board Member Davis Chappell made a motion to go into Executive Session for purpose to discuss and consider the appointment, employment, dismissal, discipline, promotion, demotion, or compensation of public employees or officials at 9:59 a.m. Chairman Hastings seconded the motion and a roll call vote taken and all board members voted in the affirmative. The motion passed unanimously.

At 10:19 a.m., after returning from the Executive session, Chairman Hastings moved to come out of Executive Session, and Board Member Wondolowski seconded the motion. A roll call vote was taken, and all board members voted in the affirmative. The motion passed unanimously.

Chairman Hastings moved to adjourn at 10:21 a.m. Board Member Wondolowski 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 March 5, 2021.

Jeff Hastings, Chairman

Inajo Davis Chappell, Member

Lisa M. Stickan, Member

David J. Wondolowski, Member

Anthony Perlatti, Director

VOTE CUYAHOGA COUNTY BOARD OF ELECTIONS

Board Meeting
3-12-2021

**THIS MEETING WAS HELD VIA TELECONFERENCE IN ACCORDANCE WITH
H.B. 197, 133rd G.A. §12 (2020)**

Attending:

Jeff Hastings, Chairman
Inajo Davis Chappell, Board Member / via teleconference
Lisa M. Stickan, Board Member
Anthony W. Perlatti, Director

Mark R. Musson, Assistant Prosecutor, Cuyahoga County / via teleconference
Mary Bejjani, Clerk to the Board
Linda Walker, Clerk to the Board / via teleconference

The Cuyahoga County Board of Elections Meeting began at 9:31 a.m. Hereinafter referred to as the CCBOE/Board.

Chairman Hastings noted that Board Member Stickan, Director Perlatti, and he were present in-person. Board Member Davis Chappell was present via teleconference. Board Member Wondolowski was excused from today's meeting.

Agenda Item 1: Approval of the Ballot Proofing Procedure as required in Secretary of State Directive 2021-04

Chairman Hastings moved to approve the Ballot Proofing Procedure as required in Secretary of State Directive 2021-04. Board Member Davis Chappell seconded the motion. The motion passed unanimously.

Agenda Item 2: Certification of the Official Results of the February 23, 2021, Woodmere Recall Election.

- Authorization to approve the remake of the optical scan ballots from the February 23, 2021 Woodmere Recall Election.
Chairman Hastings moved to authorize to approve the remake of the optical scan ballots from the February 23, 2021 Woodmere Recall Election. Board Member Stickan seconded the motion. The motion passed unanimously.
- Authorization to approve absentee ballots from the February 23, 2021, Woodmere Recall Election.

Chairman Hastings moved to approve absentee ballots from the February 23, 2021, Woodmere Recall Election. Board Member Davis Chappell seconded the motion. The motion passed unanimously.

- Authorization to approve provisional ballots from the February 23, 2021, Woodmere Recall Election
Chairman Hastings moved to authorize to approve provisional ballots from the February 23, 2021, Woodmere Recall Election. Board Member Stickan seconded the motion. The motion passed unanimously.
- Acknowledgment of the pre & post test results of the vote tabulation system from the February 23, 2021, Woodmere Recall Election
Chairman Hastings moved to acknowledge the pre & post-test results of the vote tabulation system from the February 23, 2021, Woodmere Recall Election. Board Member Davis Chappell seconded the motion. The motion passed unanimously.

Chairman Hastings moved to authorize and approve the certification of the official results of the February 23, 2021, Woodmere Recall Election. Board Member Stickan seconded. The motion passed unanimously.

Agenda Item 3: Acknowledgement of the date, time, and place of the post-election audit for the February 23, 2021 Recall Election and random selection of contest to be included in the audit.

Chairman Hastings moved to acknowledge the date, time, and place of the post-election audit for the February 23, 2021 Recall Election and random selection of contest to be included in the audit. Board Member Davis Chappell seconded. The motion passed unanimously.

Several contests were written on slips of paper and placed in a basket. Board Member Stickan randomly chose the contest of Jennifer Mitchell Earley to be audited.

Agenda Item 4: Certification of Candidates to the May 4, 2021 Primary Election

Chairman Hastings moved to certify the Certification of Candidates to the May 4, 2021 Primary Election. Board Member Stickan seconded the motion. The motion passed unanimously.

Agenda Item 5: Certification of Candidates for the November 2, 2021 General Election in lieu of the May 4, 2021 Primary Election

Chairman Hastings moved to certify the Certification of Candidates for the November 2, 2021 General Election in lieu of the May 4, 2021 Primary Election. Board Member Davis Chappell seconded the motion. The motion passed unanimously.

Agenda Item 6: Approval to send the Voter Information Guide to all active voters for the May 4, 2021 Primary Election

Chairman Hastings moved to approve to send the Voter Information Guide to all active voters for the May 4, 2021 Primary Election. Board Member Davis Chappell seconded. The motion passed unanimously.

Agenda Item 7: Approval to award a sole source contract with Tenex Software Solutions to provide Election Force Online Poll Worker Management Solution in the amount not-to-exceed \$250,000.00 (\$50,000 annually) for the period beginning January 1, 2021 through December 31, 2025.

Chairman Hastings moved to approve an award a sole source contract with Tenex Software Solutions to provide Election Force Online Poll Worker Management Solution in the amount not-to-exceed \$250,000.00 (\$50,000 annually) for the period beginning January 1, 2021 through December 31, 2025. Board Member Stickman seconded. The motion passed unanimously.

Agenda Item 8: Approval to award a sole source contract with Tenex Software Solutions to provide 10X University Online Poll Worker Training Solution in the amount not-to-exceed \$150,000.00 (\$30,000 annually) for the period beginning January 1, 2021 through December 31, 2025.

Chairman Hastings moved to approve an award for a sole source contract with Tenex Software Solutions to provide 10X University Online Poll Worker Training Solution in the amount not-to-exceed \$150,000.00 (\$30,000 annually) for the period beginning January 1, 2021 through December 31, 2025. Board Member Davis Chappell seconded. The motion passed unanimously.

Agenda Item 9: Approval to award a contract with CLERAC, LLC., dba Enterprise Rent-A-Car to provide van rentals in the amount not-to-exceed \$198,396.00 for the period beginning April 1, 2021 through May 5, 2023.

Chairman Hastings moved to approve an award a contract with CLERAC, LLC., dba Enterprise Rent-A-Car to provide van rentals in the amount not-to-exceed \$198,396.00 for the period beginning April 1, 2021 through May 5, 2023. Board Member Stickman seconded. The motion passed unanimously.

Agenda Item 10: Approval of Personnel Agenda

Chairman Hastings moved to approve the personnel agenda as presented in the board packet. Board Member Stickman seconded. The motion passed unanimously.

NEW BUSINESS

Director Perlatti provided an update on the March 16, 2021, Mayfield Village Special Election. Currently, there has been one early in-person voter and 307 requests for the Vote-by-Mail ballots, and the CCBOE has received 247 returned ballots, approximately an 80% return. Early in-person voting hours are in effect. The Election is four precincts in one voting location. On Monday, March 15th, Election Support will deliver the equipment to the polling location at 3:00 p.m., serving as the organizational meeting. On March 16th Election Day, there will be a 50/50 combination of CCBOE full-time or temporary employees, in addition to PEO's staffing the polling location. Election night results are anticipated to be ready by approximately 9:30 p.m.

The next item Director Perlatti addressed was the polling location update specific to the May 4, 2021 Election. There are changes in four municipalities, Fairview Park, Parma, Rocky River, and Seven Hills. These four cities together are thirteen precincts and impact twelve thousand eight hundred voters. The voters who reside in Rocky River and Seven Hills have already received their letters in the mail, making them aware of the polling place change. The voters in Fairview Park and Parma who were impacted, will be mailed their letter at the beginning of next week, as those changes more recently came about.

- In Fairview Park, the CCBOE is moving from the Fairview Village Apartments to the American Legion Post. The Fairview Park Apartments is the location Board Member Davis Chappell requested an update of further details concerning why Fairview Park Apartments were not happy with how the CCBOE handled the PPE situation at the poll place. Through further discussions with the staff, the apartments thought that the polling location would be deep cleaned and sanitized. However, the location did not inquire in advance if a professional cleaning service would be contracted. Deep cleaning services were not provided to any polling location in November. The location is not interested in being a location in the future.
- The location in Parma is a temporary move. St. Bridget's is in session on May 4th, and they typically close when there is an election. The school is interested in resuming as a polling location in November when there are no students. The Parma location will be moved to Greenbrier Middle School for May, then return to St. Bridget's for November.
- Rocky River United Methodist Church has been a polling location for some time. However, the location was not interested in November of 2020 due to COVID. The five precincts impacted were moved to the Rocky River Civic Center, which made that a twelve-precinct location. There were issues with voter lines at the Civic Center location. United Methodist is interested in being a polling place again and will again host five precincts.
- Lastly, Hillside Middle School also had a significant turnout in November for the six-precinct location. The CCBOE was able to secure NEO Church in Seven Hills as a polling location. The CCBOE will be relocating two (2) precincts from Hillside and relocating these precincts to the NEO Church. This change will facilitate processing voters on Election Day. In addition, adding more electronic poll books into some polling places will improve service. Additional locations, including Broadview Heights, and Brook Park, which do not have an Election in May, will be discussed at future meetings. For Broadview Heights, the CCBOE has secured another location, so three (3) precincts will be relocated from the Community Center and moved to a church in the northern part of the city. In Brook Park, the CCBOE has worked closely with the Mayor to go from two (2) to four (4) locations, making it four (4) wards per location.

Chairman Hastings indicated there were initially ten locations that needed to be addressed, and now staff has addressed about half of these locations. Chairman Hastings requested Director Perlatti continue to update the Board at the appropriate time before the November Election and how the CCBOE has addressed the issues. Hence, the CCBOE is able to explain to the public how it has taken steps to remediate the long lines.

Director Perlatti indicated that this week's meetings took place with Election Support Department and the Registration Department Electronic Poll Books staff to identify all locations with high turnout and high curbside voting and identify changes that the CCBOE is making.

Board Member Davis Chappell thanked Director Perlatti for the update and wants to hear more about how the CCBOE is addressing Curbside Voting, as there are likely several reasons why people chose Curbside Voting. Going forward, what will the staffing allocation and logistics of handling Curbside Voting be. Director Perlatti indicated that some of the highest volume locations are in the May 2021 Election. This will give the CCBOE an opportunity to see how some of these adjustments work.

The last item Director Perlatti addressed was about our voter registration maintenance. This item is in response to our previous meeting. Chairman Hastings wanted to ensure the CCBOE has addressed the issues concerning that caused the Summit County Board of Elections to be placed on the administrative oversight. Specifically, the maintenance of the voter rolls as it pertains to deceased voters, and voters who have felonies. Director Perlatti recognized Hasani Wheat, Program Coordinator from the Registration Department.

First, Director Perlatti spoke about deceased voters. The Nation Center for Health Statistics (NCHS) gathers information on deceased individuals. It compiles information from 57 different jurisdictions, including all fifty states, the five other U.S. territories, the District of Columbia, and New York City. The NCHS gathers deceased individual's information, including the name, date of birth, last four of the social security number, and provides the combined information. There is a report generated that is called the State and Territorial Exchange of Vital Events (STEVE Report). On a monthly basis, all eighty-eight counties are required to go to the Secretary of State's website and download the STEVE Report. The CCBOE's Information Systems (IS) Department has a program or script that matches the list against the CCBOE's voter registration database, looking for exact matches on a name, date of birth, and social security number. When it has an exact match, the voters record is cancelled. If there is not an exact match, the program produces a report that Hasani, and Betty Edwards, and their Registration team go through those on an individual basis. The Registration department conducts more research by going into the registration database looking for historical registration cards, seeing if there was a typo, if numbers were flipped on the social or the date of birth, or was there a data entry error on the name. They then do a manual cancellation of those records. However, if there is not a match, that record does not get canceled at that point. For those who are canceled, whether through the automatic script or manually, a letter is mailed to those who the CCBOE believes are deceased in an effort to make certain that is the case. Chairman Hastings asked if this is the process the SOS wants us to follow, or does each county develop their own process? Director Perlatti responded that the SOS provides the report and expects the counties to get it done. For Cuyahoga County we determined this is how we best get it done in the most efficient and accurate manner.

Chairman Hastings asked Hasani Wheat if the process is done once a month, and Mr. Wheat indicated yes. Chairman Hastings inquired how long the process takes, and Wheat suggested the non-exact matches can take about a hour to work the reports, about another hour to do the research and make sure the records that need to be canceled are. The records which cannot be canceled are left alone. Chairman Hastings inquired how many deceased names need to be

researched. Mr. Wheat indicated most recently there are about a thousand names on the STEVE report, and approximately 95% to 98% can be canceled because they are exact matches. The remainder of the names are researched through the Registration Department. Chairman Hastings asked when the report is received. Mr. Wheat indicated that it depends on when the file is received on the BOE portal from the SOS. Generally, the report comes anywhere from the beginning of the month to mid-month. The last report was received on March 3, 2021. Chairman Hastings remarked there is always going to be a situation where you will have deceased voters on the voter rolls due to the process. Director Perlatti indicated the BOE could not cancel a voter with only a confirmation of death through an obituary. It is required that the family's survivors have to complete a form and send it in with the death certificate documentation, and then the CCBOE can process the cancelation. Chairman Hastings inquired if we deal with the County Health Department who issues the death certificate. Mr. Wheat indicated we deal with reports from the Ohio Department of Health and other municipalities.

Chairman Hastings inquired if the Ohio Association of Election Officials (OAE) has held a seminar or best practices on the subject of processing deceased voters. The topic may be a suggestion at some point in the future for the OAE. Director Perlatti, who serves as a Trustee of the OAE, will be attending a two-day retreat from March 25th through March 26th. Director Perlatti will bring up the suggestion then.

Director Perlatti then addressed voter status related to the processing of felons. In Cuyahoga County, we receive a felony report monthly from the Criminal Division of the County Clerk's office. The report gives the CCBOE the names of the individuals convicted of a felony and indicates if a prison term is imposed. Both of those elements need to be on the report. The SOS also provides a felon's report. The process to cancel the registration of an incarcerated felon is similar to canceling a deceased voter. The reports are provided to Information Systems, and if there are exact matches, the registration is canceled. If not, a report is generated, which is sent to Registration. Registration then, conducts research and makes determinations if the registration should be canceled. The CCBOE every month also mails a letter to felons stating that their voter registration was canceled. The CCBOE also includes information advising them that when they are no longer incarcerated; they are re-eligible to vote by re-registering.

Chairman Hastings inquired if the CCBOE is provided information about individuals sentenced by the Federal Court of the Northern District of Ohio. Currently, the CCBOE does not receive reports from the Federal Court. Chairman Hastings recommended the CCBOE contact the Clerk of Courts to begin that process.

Chairman Hastings asked if cross-training was also taking place. For example, an assistant manager would be expected to step into a manager's job if they had to. Director Perlatti indicated that was correct. Especially in Registration.

Board Member Davis Chappell indicated she is glad to know at least one department has a formal process to identify individuals who can do certain functions. Still, she would hope the CCBOE would make sure that we have that kind of flexibility in every department, To the extent that the CCBOE can make sure it has cross-training opportunities in every department, that would be important.

PUBLIC COMMENT

There was no public comment.

Chairman Hastings moved to recess at 10:38 a.m. Board Member Stickan 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 March 12, 2021.

Jeff Hastings, Chairman

Inajo Davis Chappell, Member

Lisa M. Stickan, Member

David J. Wondolowski, Member

Anthony Perlatti, Director



**Board Meeting
3-22-21**

**THIS MEETING WAS HELD VIA TELECONFERENCE IN ACCORDANCE WITH
H.B. 197, 133rd G.A. §12 (2020)**

Attending:

Jeff Hastings, Chairman
Inajo Davis Chappell, Member / via teleconference
Lisa M. Stickan, Member
David J. Wondolowski, Member
Anthony Perlatti, Director

Mary Bejjani, Clerk to the Board
Linda Walker, Clerk to the Board

The Board Meeting began at 9:01 am. Hereinafter referred to as the CCBOE/Board.

Chairman Hastings noted that Board Member Davis Chappell is attending via teleconference and all other Board Members were present and stated the purpose of this board meeting was to conduct interviews for the vacant position of Deputy Director.

Public Comment:

There were no public comments at this meeting.

Executive Session:

Chairman Hastings moved to go into Executive Session at 9:04 am for the purpose of interviewing those candidates who applied for the position of Deputy Director. The motion was seconded by Board Member Wondolowski and a roll call vote taken and all Board Members voted in the affirmative. The motion passed unanimously.

Chairman Hastings moved to come out of Executive Session at 1:21 pm. The motion was seconded by Board Member Wondolowski and a roll call vote taken and all Board Members voted in the affirmative. The motion passed unanimously.

Chairman Hastings moved to offer the position of Deputy Director to Anthony Kaloger, at a salary of \$127,900, annually. Board Member Wondolowski seconded the motion. A vote was taken on the motion. Board Members Hastings, Wondolowski and Davis Chappell voted for the motion. Board Member Stickan voted against the motion. The motion resulted in a 3-1 majority and passed.

Chairman Hastings – YES

Board Member Wondolowski – YES

Board Member Davis Chappell – YES

Board Member Stickan – NO

Board Member Stickan inquired if a motion was needed to externally advertise for the vacancy left by Mr. Kaloger. Director Perlatti stated there was not a need to make a motion and the vacant position will be posted externally and internal and external applicants may then apply.

The board voted unanimously to adjourn at 1:24 pm.

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 March 22, 2021.

Jeff Hastings, Chairman

Inajo Davis Chappell, Member

Lisa M. Stickan, Member

David J. Wondolowski, Member

Anthony Perlatti, Director

RELEASED: March 22, 2021

SUMMARY

- This Directive establishes the dates for the Special Congressional Election for Ohio's 11th Congressional District. The Primary will be held on **August 3, 2021** and General Election will be held on **November 2, 2021**.
- Establishes the form requirements for filing the petition.
- All petitions must be filed with the Cuyahoga County Board of Elections

BACKGROUND

On March 10, 2021, U.S. Representative Marcia Fudge announced her resignation as a member of the U.S. House of Representatives, effective immediately, leaving a vacancy in Ohio's 11th Congressional District. Pursuant to Ohio law, the vacancy must be filled by a special congressional election, and partisan candidates for that election must be nominated in a Special Congressional Primary. Governor DeWine issued a writ of election on March 20, 2021 to establish the dates of the Special Congressional Primary and General Elections.

The Special Congressional Primary Election for Ohio's 11th Congressional District will be conducted on **August 3, 2021**. The Special General Election for the remainder of the unexpired term will be held on **November 2, 2021**.

PETITIONS

- **Party Candidate:** Persons seeking the nomination of a political party for Representative to Congress for Ohio's 11th Congressional District (unexpired term ending January 3, 2023) must file Form 2-E (Declaration of Candidacy - Party Primary Election for District Office - Representative to Congress).
- **Independent Candidate:** Persons seeking to run as an independent candidate must file Form 3-F (Nominating Petition and Statement of Candidacy – Representative to Congress).
- **Write-In Candidate:** Persons seeking to run as a write-in candidate must file Form 13-C (Declaration of Intent to be a Write-in Candidate for Office of United States Senator or United States Representative).

All petitions must be filed with the Cuyahoga County Board of Elections – the most populous county in the 11th Congressional District. Ohio law requires each candidate filing a Declaration of Candidacy or Nominating Petition for the remainder of an unexpired term to designate the date on which that unexpired term will end. For the anticipated vacant seat, **the last day of the term is January 3, 2023**.

If a prospective candidate has additional questions regarding signature and petition requirements, you may refer them to the *2020 Candidate Requirement Guide*, which is available on the Secretary of State's website.

BALLOT LAYOUT & CANVASSES OF ELECTION

The Secretary of State's Office will provide additional information, including ballot layout and unofficial and official canvass instructions, in separate directives.

RELEASED: March 23, 2021

SUMMARY

- This Directive outlines the procedures that the boards of elections must follow when conducting both the Unofficial and the Official Canvasses for the May 4, 2021 Primary/Special Election.
- The Directive also outlines expectations for remote meetings, poll worker recruitment, and training.
- The Secretary of State's Office (SOS) will be staffed on Election Day from 6:00 a.m. until all boards have reported their unofficial results to their office.
- All Directors, Deputy Directors, and Board Members must ensure that they are able to receive emails via their .gov address and other communications sent from the Secretary of State's Office on Election Day (including after the polls close).

PART ONE - UNOFFICIAL CANVASS

The Unofficial Canvass of the May 4, 2021 Primary/Special Election must be conducted on election night in accordance with state law and the processes and procedures outlined in Chapter 8 of the Election Official Manual.

I. SUMMARY AND FINAL REPORTS

Boards of elections must follow the odd-numbered year procedures for submitting reports.

- On Election Night, after the board has completed its Unofficial Canvass, it must email the Secretary of State's Office the unofficial vote total report generated by the board's voting system.
- By 10:00 a.m. on May 5, 2021 (the day after the election), each board must provide a report showing the number of ballots cast and counted by absentee voters and the number of regular ballots cast and counted on Election Day.
- Each board must submit the Unofficial Certification of Results Supplemental Data Form to provide the following statistics:

Counted Ballots:

- Total number of Election Day Ballots.
- Total number of Non-UOCAVA Absentee Ballots Counted.
- Total number of UOCAVA Absentee Ballots Counted.

Outstanding Ballots:

- Total number of Outstanding Non-UOCAVA Absentee Ballots.
- Total number of outstanding UOCAVA absentee ballots issued by the board.
- Total number of provisional ballots cast on Election Day.
- Total number of provisional ballots cast before Election Day.

By 10:00 a.m. on May 5, 2021, the board of the most populous county of any multi-county district must generate a separate summary report showing the combined and overlapping vote totals. The signature form, must be signed by the director, deputy director, and each board member present for the Unofficial Canvass. *If the board members participate remotely, the board members may authorize in writing the use of digital or stamped signatures for these reports.*

PART TWO – CURING ABSENTEE AND PROVISIONAL BALLOTS

Each board of elections must be open to the public on each of the seven calendar days immediately following Election Day to allow voters to cure a deficiency on an absentee or provisional ballot. The board must be open **May 5th-11th:** Weekdays 8:00 a.m.– 5:00 p.m. Saturday 8:00 a.m.– 12:00 p.m. Sunday, 1:00 p.m. – 5:00 p.m.

Whenever a board of elections (BOE) receives an absentee ballot ID envelope that is missing required information or that contains information that does not conform to the voter's registration record, and the board of elections cannot determine the voter's eligibility without the missing or nonconforming information, the board of elections must contact the absentee voter to give them an opportunity to supplement their ID envelope. Boards must issue Form 11-S to the voter or contact the voter using an available telephone number or email address. The voter must provide the necessary information in writing using a Form 11-S.

PART THREE - OFFICIAL CANVASS

I. TIMELINE FOR OFFICIAL CERTIFICATION

Boards of elections may begin the Official Canvass **no earlier** than the 11th day after the election and must begin **no later** than the 15th day after the election. Each board must complete its Official Canvass and certify the results no later than the 21st day after the election.

II. INSTRUCTIONS FOR OFFICIAL CANVASS

Each board of elections must follow the instructions for pre-canvass activity and official canvass outlined in Chapter 8 of the Election Official Manual.

III. FORMS FOR OFFICIAL CERTIFICATION

All certifications and reports must be signed by the appropriate board personnel before being submitted to the Secretary of State, another board of elections, or another public entity. If the board members participate in the meeting for the official certification remotely, the board members may authorize in writing the use of digital or stamped signatures for these reports.

A. CERTIFICATION OF OFFICIAL RESULTS

1. After a board completes its official canvass, it must email the official vote total to the SOS.
2. Each board must provide a separate write-in tally.
3. The board of elections for the most populous county must report the total number of votes recorded.

B. ABSENTEE AND PROVISIONAL BALLOT SUPPLEMENTAL REPORT

Each BOE must provide the supplemental data for absentee and provisional ballots (including APRI Exception).

C. CERTIFICATE OF OFFICIAL SUMMARY RESULTS FOR LOCAL LIQUOR OPTION QUESTIONS AND LOCAL QUESTIONS AND ISSUES

Each board of elections must send required forms to the Secretary of State's Office and a copy to the Ohio Division of Liquor Control. The directive lists the offices and agencies that must receive certified results of the tax levies and bond issues including county auditor, fiscal officer, tax commissioner, boards of elections and SOS.

IV. TIMELINE FOR REPORTS

The Secretary of State's Office must receive the certification and report forms no later than the close of business on Tuesday, May 25, 2021. Each board should submit these reports as soon as the board has completed its official certification. Do not delay because of a recounts of any race or issue.

V. CERTIFICATES OF NOMINATION

Each board of elections must follow the instructions for issuing certificates of nomination that are contained in Chapter 8 of the Election Official Manual.

VI. RECOUNTS

The deadline for a candidate or group to request a recount is **five days** after the certification of official results. A recount must take place no later than **ten days** after an application for a recount is filed or an automatic recount is declared.

VII. POST-ELECTION AUDITS

Although not required, for this election, the boards should consider making post-election audits a routine practice after each regular election.

VIII. VOTER HISTORY

All boards must upload voter history for the May 4, 2021 Election to the Statewide Voter Registration Database on the day of the board's official certification. Once voter history is transmitted, the SOS staff will compare the total ballots cast to the total number of voters participating in the election.

PART FOUR – OPEN MEETINGS AND OBSERVERS DURING THE CANVASS

I. VIRTUAL MEETING

Consistent with R.C. 3505.30, board members must open session at 6:30 a.m. on May 4, 2021, just as in-person voting begins. In preparation for this and other public meetings, the boards of elections are encouraged to consult with their prosecuting attorney regarding H.B. 404 of the 133rd General Assembly, which authorizes a public body, during the state of emergency to hold meetings and hearings by means of teleconference, video conference, or any other similar electronic technology.

- **Public Notice:** If a board conducts any meeting remotely, the board must ensure public notice and access is advertised on social media and include video of the staff undertaking duties that would normally be observable by members of the public if they were physically present at the meeting.
- **Remakes:** If board members need to remake ballots, members should review the ballots in person prior to the public meeting. The board members, particularly those who are at the greatest risk, should maintain social distancing and use personal protective equipment while in the board's office and interacting with staff.

II. OBSERVERS

A board must allow the presence of observers who present a valid certificate of appointment for the unofficial and official canvass and any recount. However, a board should consider offering remote access to recognized observers via livestream, video conference, or similar technology.

- **COVID Planning:** Boards must also consider observers in their plans for social distancing and sanitizing protocols should observers attend in person. Observers should have their own personal protective equipment and face coverings and wear them at the office of the board of elections.
- **COVID Requirements:** Boards may provide face coverings to an observer who is unable to secure it. An observer who refuses to wear a face covering at the board of elections, early vote center, or a polling location may be removed for obstructing voting. Voting location managers, directors, and deputy directors have the authority to administratively remove observers from their posts if necessary.

PART FIVE – PRECINCT ELECTION OFFICIAL TRAINING

Boards of elections must ensure that they recruit and train a sufficient number of precinct election officials to administer the election, including back-up precinct election officials to account for cancellations and shortages. The Secretary of State's Office recommends at least twenty-five percent more precinct election officials than the minimum number needed to staff the polling locations.

- **High Turnout:** Counties must consider assigning more than four precinct election officials to a precinct if high voter turnout is expected.
- **Organizations:** Boards must work with outside organizations such as; service organizations, student associations, bar associations, chambers of commerce, and civic organizations to recruit precinct election officials.
- **Recruitment:** Boards must use social media and local media organizations to recruit precinct election officials. The SOS will provide resources and support to assist boards with these precinct election official recruitment efforts.
- **Training:** Precinct election officials are required to complete a program of instruction as prescribed by the Secretary of State's Election Official Manual and laws relating to elections.
 - New precinct election officials and those unfamiliar with the board's current voting system must complete training. Social distancing and sanitizing protocols must be included in training. Precinct election officials who have not served since 2019 must receive training prior to the May 4th election.
 - Boards may offer online precinct election official training only to those experienced precinct election officials who served as a precinct election official with the current voting system and equipment. Boards are encouraged to complete all precinct election official training **by April 27, 2021**, except for emergency trainings.



DIRECTIVE 2021-12

March 22, 2021

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

Re: Special Congressional Election in Ohio's 11th Congressional District

BACKGROUND

On March 10, 2021, U.S. Representative Marcia Fudge announced her resignation as a member of the U.S. House of Representatives, effective immediately, leaving a vacancy in Ohio's 11th Congressional District. Pursuant to Ohio law, the vacancy must be filled by a special congressional election, and partisan candidates for that election must be nominated in a Special Congressional Primary.¹ Governor DeWine issued a writ of election on March 20, 2021 to establish the dates of the Special Congressional Primary and General Elections.

The Special Congressional Primary Election for Ohio's 11th Congressional District will be conducted on August 3, 2021. The Special General Election for the remainder of the unexpired term will be held on November 2, 2021.

The Special Congressional Elections Calendar accompanies this Directive.

PETITIONS

Persons seeking the nomination of a political party for Representative to Congress for Ohio's 11th Congressional District (unexpired term ending January 3, 2023)² must file [Form 2-E](#) (Declaration of Candidacy - Party Primary Election for District Office - Representative to Congress). Persons seeking to run as an independent candidate must file [Form 3-F](#) (Nominating Petition and Statement of Candidacy – Representative to Congress). Persons seeking to run as a write-in candidate must file [Form 13-C](#) (Declaration of Intent to be a Write-in Candidate for Office of United States Senator or United States Representative).

All petitions must be filed with the Cuyahoga County Board of Elections – the most populous county in the 11th Congressional District. Ohio law requires each candidate filing a Declaration of Candidacy or Nominating Petition for the remainder of an unexpired term to

¹ [R.C. 3521.03](#); [3513.32](#).

² U.S. Const. Amend. XX, Sec. 1, provides that “[t]he terms of the President and Vice President shall end at noon on the 20th day of January, and the terms of Senators and Representatives at noon on the 3rd day of January, of the years in which such terms would have ended if this article had not been ratified; and the terms of their successors shall then begin.”

designate the date on which that unexpired term will end.³ For the anticipated vacant seat, the last day of the term is January 3, 2023.

If a prospective candidate has additional questions regarding signature and petition requirements, you may refer them to the [2020 Candidate Requirement Guide](#), which is available on the Secretary of State's website.

BALLOT LAYOUT & CANVASSES OF ELECTION

The Secretary of State's Office will provide additional information, including ballot layout and unofficial and official canvass instructions, in separate directives. Thank you for your work in preparing for and conducting these elections. If you have questions, please contact the Secretary of State's Elections Counsel at 614-728-8789.

Yours in service,



Frank LaRose
Ohio Secretary of State

³ [R.C. 3513.08](#); [3513.28](#).



SPECIAL CONGRESSIONAL ELECTIONS CALENDAR

FOR AUGUST 3, 2021 SPECIAL CONGRESSIONAL PRIMARY ELECTION AND NOVEMBER 2, 2021 SPECIAL CONGRESSIONAL GENERAL ELECTION

Nomination and Election for the U.S. Representative, 11th Ohio Congressional District
Unexpired Term ending January 3, 2023

- April 25** Cuyahoga and Summit County Boards of Elections must prepare and publish notice of August 3, 2021 Special Congressional Primary Election and provide notices to federal write-in absentee voters upon request (100 days before special primary election)
- May 5** Declaration of candidacy for partisan candidates must be filed with the Cuyahoga County Board of Elections by 4 p.m. (90 days before special primary election)
- May 17** Cuyahoga County Board of Elections must certify the validity and sufficiency of partisan candidates' petitions (78 days before special primary election)
- May 21** Protests against partisan candidacies must be filed with the Cuyahoga County Board of Elections by 4 p.m. (74 days before special primary election)
- May 24*** Declaration of intent to be a write-in candidate for the August 3, 2021 Special Congressional Primary Election must be filed with the Cuyahoga County Board of Elections by 4 p.m. (72 days before special primary election)
- May 25** Cuyahoga County Board of Elections must certify names of candidates for the August 3, 2021 Special Congressional Primary Election to Summit County Board of Elections (70 days before special primary election)
- May 28** Protests against write-in candidates must be filed with the Cuyahoga County Board of Elections by 4 p.m. (67 days before special primary election)
- June 18** Cuyahoga and Summit County Boards of Elections must prepare and publish notice of the Aug. 3, 2021 Special Congressional Primary Election and provide the notice to federal write-in absentee voters upon request

- June 18** UOCAVA absentee ballots for August 3, 2021 Special Congressional Primary Election must be ready (46 days before special primary election)
- June 22** Cuyahoga and Summit County Boards of Elections must advertise in newspapers the places, times, qualifications, and methods for voter registration (6 weeks before special primary election)
- July 6*** Voter registration deadline for August 3, 2021 Special Congressional Primary Election (30 days before special primary election)
- July 7** Non-UOCAVA absentee ballots for August 3, 2021 Special Congressional Primary Election must be ready (first day after close of registration)
- July 20** Cuyahoga and Summit County Boards of Elections must prepare precinct voter registration lists for August 3, 2021 Special Congressional Primary Election (14 days before special primary election)
- July 23** Deadline for political parties and groups of candidates to file observer appointments (11 days before special primary election)
- July 24** Boards of elections must give public notice of the Special Congressional Primary Election (10 days before special primary election)
- Aug. 2** Independent candidates must file nominating petitions with the Cuyahoga County Board of Elections by 4 p.m. (day before special primary election)
- Aug. 3** **Election Day for Special Congressional Primary Election**
- Aug. 13** Absentee ballots returned by U.S. mail must be postmarked no later than Aug. 2, 2021 and received by boards of elections by this date to be counted (10 days after special primary election).

UOCAVA ballots must be received by boards of elections by this date to be counted (10 days after special primary election)
- Aug. 14** Boards may begin official canvass of election (11 days after special primary)
- Aug. 18** Boards must begin official canvass of election (15 days after special primary)

- Aug. 23*** Write-in candidates must file declaration of intent to be a write-in candidate for the Nov. 2, 2021 Special Congressional General Election with the Cuyahoga County Board of Elections by 4 p.m. (72 days before special general election)
- Aug. 24** Boards must complete and certify official canvass for the Special Congressional Primary Election, and Cuyahoga County Board of Elections must certify results (21 days after special primary election)
- Aug. 27** Protests against write-in candidates must be filed with the Cuyahoga County Board of Elections by 4 p.m. (67 days before special general election)
- Aug. 30*** Deadline to request a recount of the Aug. 3, 2021 Special Congressional Primary Election (5 days after certification of special primary election results)
- Sept. 17** UOCAVA absentee ballots for November 2, 2021 Special Congressional General Election must be ready (46 days before special general election)
- Boards of elections must prepare and publish notice of the November 2, 2021 Special Congressional General Election by this date and provide the notice to federal write-in absentee voters upon request (46 days before special general election)
- Sept. 21** Boards of elections must advertise in newspapers the places, times, qualifications, and methods for voter registration. (6 weeks before special general election)
- Oct. 4*** Voter registration deadline for the November 2, 2021 Special Congressional General Election (30 days before special general election)
- Oct. 5** Non-UOCAVA absentee ballots for November 2, 2021 Special Congressional General Election must be ready (day after the close of registration for special general election)
- Oct. 19** Boards of elections must prepare precinct voter registration lists for Nov. 2, 2021 Special Congressional General Election (14 days before special general)
- Oct. 22** Deadline for political parties and groups of candidates to file observer appointments (11 days before special general election)

- Oct. 23** Cuyahoga and Summit County Boards of Elections must give public notice of the election (10 days before special general election)
- Nov. 2** **Election Day for Special Congressional General Election**
- Nov. 12** Absentee ballots returned by U.S. mail must be postmarked no later than Nov. 1, 2021 and received by boards of elections by this date to be counted (10 days after special general election).
- UOCAVA ballots must be received by boards of elections by this date to be counted (10 days after special general election)
- Nov. 13** Boards may begin official canvass of election (11 days after special general)
- Nov. 17** Boards must begin official canvass of election (15 days after special general)
- Nov. 23** Boards must complete official canvass, and Cuyahoga County Board of Elections must certify results (21 days after special general election)
- Nov. 29*** Deadline to request a recount of the November 2, 2021 Special Congressional General Election (5 days after certification of results)

*Asterisk indicates that the statutory deadline falls on a day that boards of elections are closed, which means the deadline is extended to the next succeeding day the board of elections are open, pursuant to R.C. 1.14. For example, if a deadline falls on a Saturday that the boards of elections are closed, the deadline is extended to Monday, when the boards of elections are open. The dates on this calendar are adjusted to indicate that.

The Federal Election Commission sets the federal campaign finance deadlines for the Special Congressional Election. Once set, the deadlines will be posted at <https://www.fec.gov/help-candidates-and-committees/dates-and-deadlines/>.



11TH CONGRESSIONAL DISTRICT SPECIAL CONGRESSIONAL ELECTION QUESTIONS AND ANSWERS

Q. Does a special congressional election have to be held to fill the vacancy in the 11th Congressional District?

A. Yes. Pursuant to Ohio law, the vacancy must be filled by a special congressional election, and candidates for that election must be nominated in a special congressional primary.¹

Q. Will the Governor appoint someone to the seat until the special election is held?

A. No. When there is a vacancy in the U.S. House of Representatives, the Governor does not have authority to appoint a representative, but the Governor has the authority to set the time and place for the special congressional election.²

Q. Who is eligible to run?

A. For the qualifications to run for U.S. Representative, refer to the [2020 Candidate Requirement Guide](#). The qualifications to run for the vacant seat are the same as the qualifications for U.S. Representative in 2020.

Q. What is the process for becoming a candidate?

A. Persons seeking the nomination of a political party for Representative to Congress for Ohio's 11th Congressional District (unexpired term ending January 3, 2023)³ must file [Form 2-E](#) (Declaration of Candidacy - Party Primary Election for District Office - Representative to Congress) by **May 5, 2021** (90 days prior to the special primary election).

Persons seeking to run as an independent candidate must file [Form 3-F](#) (Nominating Petition and Statement of Candidacy – Representative to Congress) by **August 2, 2021** (the day before the special primary election).

¹ [R.C. 3521.03; 3513.32.](#)

² [R.C. 3521.03.](#)

³ U.S. Const. Amend. XX, Sec. 1, provides that “[t]he terms of the President and Vice President shall end at noon on the 20th day of January, and the terms of Senators and Representatives at noon on the 3rd day of January, of the years in which such terms would have ended if this article had not been ratified; and the terms of their successors shall then begin.”

Persons seeking to run as a write-in candidate must file [Form 13-C](#) (Declaration of Intent to be a Write-in Candidate for Office of United States Representative) by **May 24, 2021**, for the special congressional primary or **August 23, 2021**, for the special congressional general election.

All petitions must be filed with the Cuyahoga County Board of Elections – the most populous county in the 11th Congressional District. Ohio law requires each candidate filing a Declaration of Candidacy or Nominating Petition for the remainder of an unexpired term to designate the date on which that unexpired term will end.⁴ For the anticipated vacant seat, the last day of the term is January 3, 2023.

Q. Who can vote in the special election?

A. Eligible voters residing within the 11th Congressional District may vote in the special election. The 11th Eleventh District encompasses portions of Cuyahoga and Summit Counties.⁵

Q. What is the registration deadline for the special election?

A. The voter registration deadline for the special congressional primary is **July 6, 2021**. The voter registration deadline for the special congressional general election is **October 4, 2021**.

Q. Will absentee ballot request forms be sent to every eligible registered voter?

A. Only upon request. Ohio law prohibits county boards of elections from sending unsolicited absentee ballot applications.⁶ Eligible voters may vote absentee by mail, early in-person, or at their polling place on Election Day.

Q. Will there be any adjustments to the campaign finance calendar?

A. Candidates for U.S. Representative must follow federal campaign finance deadlines. The Federal Election Commission (FEC) will set the deadlines for the special congressional election. Once established, the deadlines will be posted on the FEC’s website at <https://www.fec.gov/help-candidates-and-committees/dates-and-deadlines/>.

Q. If only one candidate files for a political party’s primary nomination or no candidate files for a political party’s nomination, does the board need to conduct a special congressional primary election for that political party?

A. No. Like a primary election in an odd-numbered year, “a primary election preceding a special election to fill a vacancy in an office shall be eliminated if no valid declaration of candidacy is filed for such office, or if the number of persons filing such declarations of candidacy as candidates

⁴ [R.C. 3513.08; 3513.28](#).

⁵ [R.C. 3521.01](#).

⁶ [R.C. 3501.05](#).

of one political party does not exceed the number of candidates which such political party is entitled to nominate for election to such office.”⁷

Q. When do absent voter ballots need to be available for distribution for the special congressional primary and general elections?

A. Absentee voting for uniformed services and overseas voters begins the 46th day prior to Election Day, which is **June 18, 2021** for the special congressional primary and **September 16, 2021** for the special congressional general election. Regular absentee voting begins the day after the close of voter registration (**July 6, 2021**) for each election, which is **July 7, 2021** for the special congressional primary and **October 5, 2021** for the special congressional general election.

Q. Will the State pay the costs associated with holding the special congressional election?

A. Yes. The State is required to pay the costs associated with conducting the special congressional election.⁸ The Secretary of State’s Office will provide additional details on reimbursement to the affected boards of elections at a later date.

Q. May a board of elections “combine” precincts for the special congressional election?

A. Boards of elections may combine precincts within their jurisdiction. However, boards should note the following:

- Changes in precinct boundaries must not occur during the 25 days immediately preceding a primary or general election.⁹
- A precinct cannot contain more than 1,400 electors.¹⁰

Q. Will a 17-year old elector who will be 18 years old on or before November 2, 2021 be eligible to vote in the special congressional primary election?

A. Yes. A 17-year old elector who will be 18 years old on or before November 2, 2021 may vote in the special congressional primary to be held on August 3, 2021.¹¹

⁷ [R.C. 3513.32](#).

⁸ [R.C. 3521.03](#).

⁹ [R.C. 3501.18\(A\)](#).

¹⁰ [R.C. 3501.18\(A\)](#).

¹¹ [R.C. 3503.01](#); [3503.011](#); [3503.07](#).



MIKE DEWINE
GOVERNOR
STATE OF OHIO

RECEIVED
SECRETARY OF STATE
2021 MAR 22 PM 3:50
CLIENT SERVICE CENTER

WRIT OF ELECTION

WHEREAS, pursuant to Article 1, Section 2 of the United States Constitution and Ohio Revised Code Section 3521.03, the Governor must issue a Writ of Election when a vacancy in the office of Representative to Congress occurs; and

WHEREAS, on March 10, 2021, I received a letter from the now Secretary of Housing and Urban Development, the Hon. Marcia L. Fudge. This letter was notifying me that the Secretary was resigning as a member of the U.S. House of Representatives for the Eleventh Congressional District of Ohio. I also received a copy of a letter to the Speaker of the U.S. House of Representatives from the Secretary notifying the Speaker of the resignation. The resignation was effective March 10, 2021, at 2:13 PM; and

WHEREAS, the letters of resignation constitute sufficient information that there is a vacancy in the office of Representative to Congress in the Eleventh Congressional District of Ohio.

NOW, THEREFORE, I, Mike DeWine, Governor of the State of Ohio, do hereby direct that the boards of elections in the Eleventh Congressional District of Ohio hold a special election on November 2, 2021 to fill such vacancy, and direct that the boards of elections give proper notice of such election as provided in Ohio Revised Code Section 3521.03. I further direct, pursuant to Ohio Revised Code Section 3513.32, that if a primary election is necessary before the special election is held, then the boards of elections in the Eleventh Congressional District of Ohio hold the primary election on August 3, 2021.

IN WITNESS WHEREOF, I have hereunto subscribed my name at Cedarville, Ohio, on the 20 day of March, 2021.

Mike DeWine
Governor, State of Ohio



DIRECTIVE 2021-13

March 23, 2021

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

Re: Unofficial and Official Canvasses of the May 4, 2021 Primary/Special Election; Open Meetings; and Precinct Election Official Training

SUMMARY

This Directive outlines the procedures that boards of elections must follow when conducting both the Unofficial and the Official Canvasses of the May 4, 2021 Primary/Special Election. The Directive also outlines expectations for remote meetings, poll worker recruitment, and training.

In order to assist boards of elections with any problems, questions, or concerns that may arise on Election Day, the Secretary of State's Office will be staffed on Election Day from 6:00 a.m. until all boards have reported their unofficial results to our Office. As in the past, boards can contact the Secretary of State's Office using a dedicated telephone number that will be emailed prior to May 4, 2021, or the main telephone number for the Elections Division at (614) 466-2585.

All Directors, Deputy Directors, and Board Members must ensure that they are able to receive emails via their .gov address and other communications sent from the Secretary of State's Office on Election Day (including after the polls close).

PART ONE - UNOFFICIAL CANVASS

The Unofficial Canvass of the May 4, 2021 Primary/Special Election must be conducted on election night in accordance with state law¹ and the processes and procedures outlined in [Chapter 8, Section 1.02](#) of the Election Official Manual.

The Unofficial Canvass must be conducted in full view of the members of the board of elections and any appointed observers, and the board must continuously count the ballots during the Unofficial Canvass.²

¹ [R.C. 3505.27](#) (counting regular ballots that were cast at precinct polling locations); [R.C. 3505.28](#) (ballots not counted); [R.C. 3509.06](#) (counting absentee ballots); [R.C. 3509.07](#) (rejection or challenge of absentee ballots); [R.C. 3511.11- 3511.13](#) (uniformed service and overseas voter absentee ballots).

² [R.C. 3505.27](#); [R.C. 3505.29](#); [R.C. 3505.30](#).

I. SUMMARY AND FINAL REPORTS

Boards of elections must follow the processes and procedures outlined in [Chapter 8, Section 1.02](#) for reporting summary results and submitting final summary reports in odd-numbered year elections. All report and signature forms will be provided via email prior to the election. Additionally, the following reporting requirements must be followed by each board of elections conducting an election on May 4, 2021:

- On Election Night, after a board has completed its Unofficial Canvass, it must email the Secretary of State's Office and attach a copy of the unofficial vote total report generated by the board's voting system. This report must be clearly labeled "[County]'s Unofficial Canvass," and it must contain only vote totals for that county. The Unofficial Certification of Results Signature Form must also be submitted on Election Night.
- By 10:00 a.m. on May 5, 2021 (the day after the election), each board must provide a report showing the number of ballots cast and counted by absentee voters and the number of regular ballots cast and counted on Election Day. This report should be generated from the board's election management system and may provide summary or precinct-level detail.
- Each board must complete and submit an Unofficial Certification of Results Supplemental Data Form to provide the following statistics:

Counted Ballots:

- Total number of Election Day Ballots (regular ballots cast at polling locations on Election Day);
- Total number of Non-UOCAVA Absentee Ballots Counted (as reported in the board's voter registration ("VR") system); and
- Total number of UOCAVA Absentee Ballots Counted (as reported in the board's VR system).

Outstanding Ballots (ballots issued but not yet counted):

- Total number of Outstanding Non-UOCAVA Absentee Ballots (as reported in the board's VR system as having been issued by the board but not returned or returned but not counted (for which [Form 11-S](#) is provided to the voter));
- Total number of outstanding UOCAVA absentee ballots issued by the board (as reported in the board's VR system as having been issued by the board but not returned or returned but not counted (for which [Form 11-S](#) is provided to the voter));
- Total number of provisional ballots cast on Election Day; and
- Total number of provisional ballots cast before Election Day.

By 10:00 a.m. on May 5, 2021 (the day after the election), the board of the most populous county of any multi-county district must generate a separate summary report showing the combined vote totals for its county and the overlapping county that report to the most populous county for that contest, question, or issue. This report must be clearly labeled "[County]'s Unofficial Canvass – Most Populous County." The board may use its voting system, the relevant Secretary of State Form, or some other form to provide this information.

The reports must be transmitted to the Elections Division via email to Results@OhioSOS.gov. Our Office will provide a signature form, which must be signed by the director, deputy director, and each board member present for the Unofficial Canvass. If the board members participate in the meeting for the unofficial certification remotely, the board members may authorize in writing the use of digital or stamped signatures for these reports.

PART TWO – CURING ABSENTEE AND PROVISIONAL BALLOTS

Each board of elections must be open to the public on each of the seven calendar days immediately following Election Day, and during the hours specified below, to allow voters to cure a deficiency on an absentee or provisional ballot, as provided for in state law:³

- Wednesday, May 5th 8:00 a.m. – 5:00 p.m.
- Thursday, May 6th 8:00 a.m. – 5:00 p.m.
- Friday, May 7th 8:00 a.m. – 5:00 p.m.
- Saturday, May 8th 8:00 a.m. – 12:00 p.m.
- Sunday, May 9th 1:00 p.m. – 5:00 p.m.
- Monday, May 10th 8:00 a.m. – 5:00 p.m.
- Tuesday, May 11th 8:00 a.m. – 5:00 p.m.

Whenever a board of elections receives an absentee ballot ID envelope that is missing required information or that contains information that does not conform to the voter’s registration record, and the board of elections cannot determine the voter’s eligibility without the missing or nonconforming information, the board of elections must contact the absentee voter to give an opportunity to supplement their ID envelope so the voter’s ballot can be counted. The board must meet this requirement by issuing [Form 11-S](#) to the voter, according to the schedule outlined in [Chapter 5, page 36](#) of the Election Official Manual.⁴ When a telephone number or email address is available, boards must use that contact information to quickly notify the voter about the deficiency on their ID envelope. The voter must provide the necessary information in writing on [Form 11-S](#), either by in person delivery or by mail.⁵

PART THREE - OFFICIAL CANVASS

I. TIMELINE FOR OFFICIAL CERTIFICATION

Boards of elections may begin the Official Canvass of the May 4, 2021 Primary/Special Election no earlier than the 11th day after the election (Saturday, May 15, 2021) and must begin no later than the 15th day after the election (Wednesday, May 19, 2021). Each board must complete

³ [R.C. 3505.181\(B\)\(7\)](#); [R.C. 3509.06\(D\)\(3\)](#). See also *Northeast Ohio Coalition for the Homeless v. Husted*, 837 F.3d 612 (6th Cir. 2016) (holding that the seven-day post-election cure period for absentee and provisional ballots established in state law is constitutional).

⁴ See [Election Official Manual Chapter 5](#), pages 30-32 and 35-39.

⁵ [R.C. 3509.06\(D\)\(3\)\(b\)](#).

its Official Canvass and certify the results no later than the 21st day after the election (Tuesday, May 25, 2021).⁶

II. INSTRUCTIONS FOR OFFICIAL CANVASS

Each board of elections must follow the instructions for pre-canvass activity outlined in [Chapter 8, Section 1.03](#) of the Election Official Manual. Boards must also follow the rules and procedures outlined in [Chapter 8, Section 1.04](#) of the Election Official Manual for conducting the Official Canvass. Each board must reconcile results with records from the poll books and voter registration system to ensure that only one ballot per voter is counted.⁷ This includes ensuring that all returned absentee ballots are logged in the voter registration system and reconciling the list of voters whose ballots were returned with the number of physical ballots returned.

III. FORMS FOR OFFICIAL CERTIFICATION

After the Unofficial Canvass, our Office will provide the forms for reporting results. All certifications and reports must be signed by the appropriate board personnel before being submitted to our Office, another board of elections, or another public entity. If the board members participate in the meeting for the official certification remotely, the board members may authorize in writing the use of digital or stamped signatures for these reports.

Each board of elections must submit the signature form to certify the Official Election Results, including the Supplemental Reports for both Absentee Ballots and Provisional Ballots, to the Secretary of State's Office.

A. CERTIFICATION OF OFFICIAL RESULTS⁸

1. After a board completes its official canvass, it must email Results@OhioSOS.gov and attach a copy of the official vote total summary report generated by the board's voting system. This report must be clearly labeled "<County's> Official Canvass," and it must contain only vote totals for that county.
2. Each board must provide a separate write-in tally that records the official canvass of the number of valid votes cast for write-in candidates using a reporting form that will be provided.⁹ The report for the official canvass of valid votes for write-in candidates does not need to be detailed to the precinct-level.
3. The board of elections for the most populous county of any jurisdiction must generate a separate report from its voting system, create a report outside of its voting system, or use a reporting form that will be provided for this purpose. This report must be clearly labeled "<County's> Official Canvass – Most Populous

⁶ [R.C. 3513.22\(A\)](#).

⁷ [R.C. 3505.32\(D\)](#).

⁸ [R.C. 3505.30](#).

⁹ If the voter has written in part of an eligible write-in candidate's name, the board of elections must count a vote in which a voter has written in only the first or last name of the candidate, if there is only one eligible write-in candidate with that first or last name. In either case, or if there are two or more write-in candidates with the same first or last name, the voter must provide sufficient information for election officials to determine the voter's intent in order for the vote to be counted. See [Election Official Manual Chapter 8](#), page 13.

County.” The report must include the total number of votes recorded for the office, question, or issues from each county in a multi-county jurisdiction and the total number of votes for all counties. The contest(s) for which a board is the most populous county must be marked to clearly identify it as a contest containing vote totals from other counties.

B. ABSENTEE AND PROVISIONAL BALLOT SUPPLEMENTAL REPORT

State law requires the Secretary of State to publish a report on the number of absentee and provisional ballots cast and counted.¹⁰ Each board of elections must provide this supplemental data for absentee and provisional ballots. Note that boards will be required to provide the total count of provisional ballots counted using the APRI Exception.¹¹ The reporting forms will be sent separately.

C. CERTIFICATE OF OFFICIAL SUMMARY RESULTS FOR LOCAL LIQUOR OPTION QUESTIONS AND LOCAL QUESTIONS AND ISSUES

Each board of elections must send a copy of Secretary of State’s [Form 126-B](#) to the Secretary of State’s Office via email to Results@OhioSOS.gov and a copy of the completed form to the Ohio Division of Liquor Control via email to: LiquorLicensingMailUnit@com.state.oh.us or by mailing to the following address:

Division of Liquor Control
6606 Tussing Road
Reynoldsburg, Ohio 43068-9005

The board of elections (most populous county only if it is multi-county issue) must certify the results of an election on tax levies and bond issues to the following offices and agencies:

- The county auditor of each county in which the election was held;
- The fiscal officer of the subdivision in which the election was held;
- The Tax Commissioner of the State of Ohio via email at DTE@tax.state.oh.us; and
- The Secretary of State (via email to Results@OhioSOS.gov).

The board of elections of the most populous county must certify the results of an election on a school district income tax on [Form 125-A](#) to the following offices and agencies:

- The board of education that placed the issue on the ballot;
- The Tax Commissioner of the State of Ohio via email at DTE@tax.state.oh.us; and
- The Secretary of State (via email to Results@OhioSOS.gov).

¹⁰ [R.C. 3501.05\(Y\)](#)

¹¹ See [Chapter 6, Section 1.06](#) of the Election Official Manual for an explanation of the APRI Exception.

IV. TIMELINE FOR REPORTS

Our Office must receive the certification and report forms no later than the board's close of business on Tuesday, May 25, 2021. Each board should submit these reports as soon as the board has completed its official certification. Do not delay in submitting the official certification forms because of a recount for any race or issue. All completed reports must be submitted via email to Results@OhioSOS.gov.

Every board of elections must maintain at its office a copy of each of its completed certification and report forms.

V. CERTIFICATES OF NOMINATION

Each board of elections must follow the instructions for issuing certificates of nomination that are contained in [Chapter 8, Section 1.04](#) of the Election Official Manual, pages 26 to 28.

VI. RECOUNTS

Before scheduling and conducting a recount, please review the procedures set forth in state law and the instructions and procedures outlined in [Chapter 9, Section 1.02](#) of the Election Official Manual. The deadline for a candidate or group to request a recount is five days after the certification of official results. A recount must take place no later than ten days after an application for a recount is filed or an automatic recount is declared.¹²

Boards will be provided with a survey link to notify the Secretary of State of a recount. The survey will be provided via email along with the Official Canvass report forms. All boards must complete the survey, regardless of whether there is a recount in their county. If the board must conduct a recount, they must provide the information regarding the recount in a format provided by the Secretary of State's Office in the email along with the Official Canvass Report forms. If the recount to be conducted is for a multi-county jurisdiction, the Secretary of State's Office will issue the notice of recount after receiving notice from the most populous county. If a recount changes vote totals, the board of elections must submit a properly completed and signed amended certification and abstract to Results@OhioSOS.gov.

VII. POST-ELECTION AUDITS

Ohio law does not require boards of elections to perform a post-election audit after the May 4, 2021 Primary/Special Election. However, boards should consider making post-election audits a routine practice after each regular election. If a board chooses to conduct an audit, the board must follow the procedures outlined in [Chapter 9](#) of the Election Official Manual.

VIII. VOTER HISTORY

All boards must upload voter history for the May 4, 2021 Primary/Special Election to the Statewide Voter Registration Database on the day of the board's official certification. Counties with more than 100,000 registered voters must email SWVRD@OhioSoS.gov to schedule their

¹² [R.C. 3515.02](#) and [R.C. 3515.03](#).

upload in advance. Once voter history is transmitted, Secretary of State staff will compare the total ballots cast to the total number of voters participating in the election.

For purposes of assigning voter history, each board of elections must follow the instructions outlined in [Chapter 8, Section 1.04](#), of the Election Official Manual. The election name to submit the history for the election is **2021_MAY_PRIM**.

Following each primary election, a board of elections must program its county voter registration system to reflect a voter's party affiliation in accordance with [R.C. 3513.05](#), as outlined in [Chapter 3, Section 1.14](#), of the Election Official Manual.

PART FOUR – OPEN MEETINGS AND OBSERVERS DURING THE CANVASS

I. VIRTUAL MEETING

Consistent with [R.C. 3505.30](#), board members must open session at 6:30 a.m. on May 4, 2021, just as in-person voting begins. In preparation for this and other public meetings, the boards of elections are encouraged to consult with their prosecuting attorney regarding H.B. 404 of the 133rd General Assembly, which authorizes a public body, during the state of emergency to hold meetings and hearings by means of teleconference, video conference, or any other similar electronic technology. If a board conducts any meeting remotely, the board must ensure public notice and access in the manner provided by the Act. The board's prosecuting attorney can assess whether this is possible.

Boards should work with their technical points of contact (i.e., IT professionals) to determine whether livestreaming meetings is an option, including whether there is enough bandwidth to allow for public viewing. To the maximum extent possible, any livestream of board meetings should be advertised on social media and include video of the staff undertaking duties that would normally be observable by members of the public if they were physically present at the meeting. If board members need to remake ballots, members should coordinate with their staff to review the ballots in person prior to the public meeting. The board members, particularly those who are at the greatest risk, should maintain social distancing and use personal protective equipment while in the board's office and interacting with staff.

II. OBSERVERS

A board must allow the presence of observers who present a valid certificate of appointment for the unofficial and official canvass and any recount.¹³ However, a board should consider offering remote access to recognized observers via livestream, video conference, or similar technology. Boards must also consider observers in their plans for social distancing and sanitizing protocols, should observers attend in person. Observers should have their own personal protective equipment and face coverings and wear them at the office of a board of elections. Boards may provide such equipment to an observer who is unable to secure it.

¹³ [R.C. 3505.21](#).

An observer who refuses to wear a face covering at the board of elections, early vote center, or a polling location may be removed for obstructing voting. Voting location managers, directors, and deputy directors have the authority to administratively remove observers from their posts if necessary.

PART FIVE – PRECINCT ELECTION OFFICIAL TRAINING

Boards of elections must ensure that they recruit and train ample numbers of precinct election officials to administer the May 4, 2021 Primary/Special Election. To ensure that the board of elections has an adequate number of precinct election officials to fully staff every precinct as well as back-up precinct election officials to account for cancellations and shortages, the Secretary of State's Office recommends a recruiting goal of at least twenty-five percent more precinct election officials than the minimum number needed to staff the polling locations.

Ohio law provides that each county board of elections select, generally, four residents of the county in which the precinct is located to serve as precinct election officials. Counties must consider assigning more than four precinct election officials to a precinct if high voter turnout is expected.¹⁴ Boards must work with outside organizations such as service organizations, student associations, bar associations, chambers of commerce, and civic organizations to recruit precinct election officials. Boards must use social media and local media organizations to recruit precinct election officials. Our Office will provide resources and support to assist boards with these precinct election official recruitment efforts.

Precinct election officials are required to complete a program of instruction as prescribed by the Secretary of State in the rules, procedures, and law relating to elections.¹⁵ New precinct election officials and those unfamiliar with the board's current voting system must complete training. As social distancing and sanitizing protocols must be included in training,¹⁶ precinct election officials who have not served since 2019 must receive training prior to the May 4, 2021 Primary/Special Election. Boards may offer online or virtual precinct election official training only to those experienced precinct election officials who served as a precinct election official with the current voting system and equipment. Boards are encouraged to complete all precinct election official training by **April 27, 2021**, except for emergency trainings.

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

¹⁴ [R.C. 3501.22](#). Note that in a multi-precinct polling location that uses electronic pollbooks, a board may vote to reduce the number of precinct election officials from four to two per precinct.

¹⁵ [Chapter 2](#), pages 67-68, of the Election Official Manual.

¹⁶ [See 2021 Health Guidance](#).

MARCH 16, 2021 MAYFIELD VILLAGE SPECIAL ELECTION

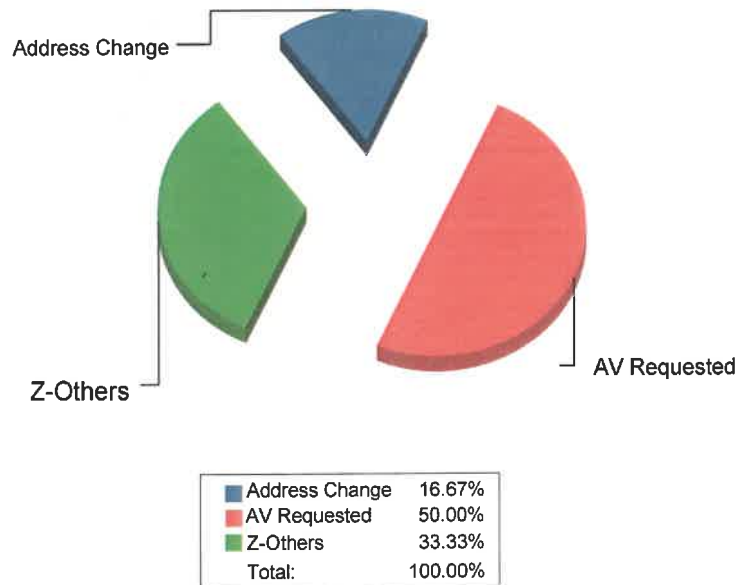
Provisional Verification Summary

A total of 6 Provisional Ballots were issued and confirmed to be valid during the March 16, 2021 Mayfield Village Special Election.

	Early In-Person	Election Day	Total
Provisional Ballots Issued	0	6	6
Provisional Ballots Returned	0	6	6
Valid	0	6	6
Rejected	0	0	0

Reasons for Voting Provisional

MARCH 16, 2021 MAYFIELD VILLAGE SPECIAL ELECTION



Note: A voter may have more than one reason for voting provisionally but will only be listed in one category. (For Example: A voter who had both a Name Change and an Address Change will only appear in one category).

* Z-Others may include:

- Voters who did not bring proper identification to the polls
- Voters that were not found in the poll book
- Voters who do not readily fit into one of the above categories

Appointments to Elected Office

1. Channell Elston, South Euclid City Council, Member at Large¹

MAR 19 '21 AM 10:36

¹ Vacancy acknowledged at the 6/22/2021 meeting (resignation of M. Gelfand). Term ends 12/31/2023; election to fill the remaining two years of the term is being held 11/2/2021.

OATH OF OFFICE


Cuyahoga County)
) ss
State of Ohio)

I, Chanell Elston, do solemnly swear that I will support the **CONSTITUTION OF THE UNITED STATES** and the **CONSTITUTION OF THE STATE OF OHIO** and that I will faithfully, honestly and impartially discharge the duties as a member of the **City Council** for the City of South Euclid, Ohio during my **16 month term** in said office which expires **December 31, 2021.**




Chanell Elston

SWORN TO BEFORE ME AND SUBSCRIBED IN MY PRESENCE THIS 27th DAY OF July, 2020.



Georgine Welo, Mayor



LENZYNE V. WILLIAMS
Notary Public, State of Ohio, Cuy. Cty.
My commission expires May 10, 2024

'21 MAR 10 PM 12:11

Withdrawal of Candidate from the May 4, 2021 Primary Election

1. Anthony L. Alexander, Berea Council at Large, Nonpartisan¹

MAR 19 '21 AM 10:36

¹ With Mr. Alexander's withdrawal, only four candidates remain. Therefore, pursuant to the Berea Charter, the Primary is canceled, and the remaining candidates will be certified to the November 2, 2021 General Election.

Candidacy Withdraw

Anthony Alexander <parkerman2011@gmail.com>

Tue 3/16/2021 12:35 PM

To: Cory Milne <cmilne@cuyahogacounty.gov>

Dear Matt

To Whom It May Concern;

My Name Is Anthony Leon Alexander. I, Anthony Leon Alexander. I Hereby Withdraw My Campaign For The May 2021 Candidacy For The Primary Election For Berea Councilor At Large.

Anthony L. Alexander
77 Prospect St.
Berea, Ohio 44017
216-702-3718

'21 MAR 16 PM12:46



Certification of Candidates for the November 2, 2021 General Election in lieu of the May 4, 2021 Primary Election

<u>Office</u>	<u>Name</u>	<u>Last Name</u>	<u>Party</u>
Berea Council at Large	Mary K.	Brown	NP
Berea Council at Large	Bernadette	Butler	NP
Berea Council at Large	Daune	Jaynes	NP
Berea Council at Large	Gene	Zacharyasz	NP

SOLE SOURCE CONTRACT

by and between the

CUYAHOGA COUNTY BOARD OF ELECTIONS

and

TENEX SOFTWARE SOLUTIONS

(Live Results Election Night Reporting)

THIS CONTRACT (the "Contract") is made and entered into on March 30th, 2021, 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 (ORC), and Tenex Software Solutions, ("CONTRACTOR") having principal place of business at 5021 W. Laurel Street, Tampa, FL 33607. The Board and Contractor may hereafter be referred to singularly as a "Party", or jointly as "Parties".

WHEREAS, the Board requires a contractor to provide and maintain a software solution to provide Live Results Election Night Reporting ("ENR") software application/license with the features the Board requires for the purpose of conducting elections; and

WHEREAS, the Board finds the Contractor is the only provider of the ENR, and is the only election night reporting option that meets the Board's requirements (Exhibit A) to furnish the supplies necessary to deliver and maintain the support for the ENR in accordance with the terms, conditions and provisions contained in this Contract; and

WHEREAS, the Contractor is the sole-source provider in conjunction with ORC 307.86, sole-source purchase; software application/license for the purpose of providing election night reporting since 2018; attached and incorporated as Exhibit C.

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

I. Term; Amount.

- A. Term.** This Contract shall be effective from June 1, 2021 through May 31, 2022 (the "Initial Term").
- B. Renewal Options.** Upon expiration of the Initial Term, the contract may be renewed, by mutual agreement between the Board and the Contractor, for up to two annual renewal periods. Each renewal shall be considered a "Renewal Period" and shall be agreed to no later than 30 days after the expiration of the Initial Term or subsequent Renewal Period.
- C. Amount.** The total amount paid by the Board to the Contractor pursuant to this Contract shall not exceed \$24,000.00 per year.

II. Scope of Services

- A. Generally.** By executing this Contract, the Board accepts and the Contractor agrees to be bound by the Board's Specifications, incorporated herein as Exhibit A, and subject to any changes or modifications that may be made by this Contract.
- B. Specific Services.** The Contractor is retained to supplement the regularly employed staff of the Board to furnish the supplies necessary for providing, installing, configuring and maintaining software application/license to provide Live Results Election Night Reporting for use in all elections conducted by the Board. The Contractor shall render the specific services identified and described in Exhibit A.
- C. SaaS License includes:**
- ENR front facing public website displaying election results in an easy-to-read and graphical format
 - ENR backend website for uploading results and configuring the frontend page
 - Web-based cloud hosting
 - Server capacity management
 - Security infrastructure maintenance and upgrades
 - Remote technical support during business hours
- D. License.** Throughout the Initial Term and any Renewal Period(s), the Contractor hereby grants to the Board, for the purposes set forth in this Contract, an irrevocable, non-exclusive, royalty free, non-transferrable, fully paid up right and license to use, reproduce (for back-up or transition purposes), modify, adapt and disclose, and sublicense others to use, reproduce (for back-up and transition purposes), modify, and adapt on the Boards' behalf, the software and documentation necessary to operate the ENR that allows an unlimited number of end users to use the ENR. The License shall include all updates, enhancements, modifications, upgrades, revisions, replacements, upgrades made to or in the place of software or any related documentation including, but not limited to, those that corrects errors, correct safety hazards, to support the ENR software/license, and all error corrections, patches and bug fixes and any other derivative works created by Contractor during the Term. The Contractor shall provide all revisions, updates, modifications or upgrades as part of its Warranty and Maintenance services and any other routine system updates, modifications or maintenance work made to the software that is required to correct errors, patches or bug fixes or to operate and maintain the ENR without any additional compensation.
- E. Performance Warranty.** In addition to the warranties described in Exhibit A, the Contractor and its staff shall provide the services contemplated under the Contract in a manner consistent with the same degree of care, skill and diligence as is ordinarily possessed and exercised by members of the profession, currently performing under similar circumstances. The Contractor shall be responsible for the quality services rendered under the Contract and shall promptly make necessary corrections resulting from its negligence, errors, or omissions without any additional compensation. The Contractor's duty of care shall extend to the Board, and the Contractor shall be and remain liable to the Board in accordance with applicable law for all damages to the Board caused by the Contractor's negligent acts, performance, errors or omissions. If no such standards

exist, then the Contractor shall perform its services in a workerlike manner with a reasonable degree of care, skill and diligence and as described in this Contract.

- F. Service Level Agreement.** Contractor shall provide Services that ensure access for all of the County’s enrolled users in the event of failure at any one of the hosted locations, with effective contingency planning (including back-up and disaster recovery capabilities) and 24x7 trouble shooting service for inquiries, outages, issue resolutions, etc. All such Services shall be dependable and provide response rates that are as good as or better than industry standards. Services shall meet the target levels of the Service Level Agreements (“SLAs”) provided herein and be supported with sufficient connectivity and computing resources to handle daily use and reasonably anticipated peak demand, and shall ensure that sufficient bandwidth and computing resources are dedicated to the Services to meet peak demand times without material degradation in performance. Peak demand times typically begin 90-days prior to election day and continue till 30-days post-election day. Contractor further warrants that the Services will be available and in accordance with this Contract at all times throughout the Term. The level of unavailability shall not exceed one half of one percent (0.05%) per month. In the event of a breach of the foregoing warranty shall apply service level credits based on the actual availability measure for the applicable month as follows:

<u>Availability</u>	<u>Service Level Credit</u>
99.95% or greater	No Service Level Credit
99.949% - 99.500%	10% of the monthly prorated fee
99.499% - 99.000%	25% of the monthly prorated fee
Below 99.000%	50% of the monthly prorated fee

Service level credits for fees paid on an annual or monthly basis shall be based on a monthly equivalent fee. For example, a 5% service level credit on an annual subscription fee shall be 5% of 1/12 of the annual fee. Service level credits shall be applied to the County’s next invoice or, if the County has paid the final invoice under this Contract, service level credits shall be paid to the County within thirty (30) calendar days following the determination that the credit is due. In addition to the foregoing remedies, in the event that Availability is below 99.5% for three (3) consecutive months or is below 70% in anyone (1) month, the County shall have the right, upon notice to, to terminate this Contract and shall promptly refund to the County the unused portion of the fee.

III. Payments.

A. Contract Fee.

The Board shall pay the Contractor \$24,000.00 for the performance required under this Contract, as described in Exhibit B, during the initial year. Thereafter, the Board shall pay the Contractor \$24,000.00 for each agreed upon Renewal Period.

B. Payments.

The Board shall not make payment for the initial year until the ENR software is installed and fully accepted to the satisfaction of the Board. Thereafter, the Board will make payments to the

Contractor for each year pursuant the verified performance and annually thereafter based on verified invoices.

C. Reimbursable Expenses.

No extra charges will be assessed for travel time or incidental expenses except as hereinafter provided. The Board will not reimburse the Contractor for any expenses incurred (such as travel expenses).

D. Invoices.

The Contractor will submit the invoice to the Board containing the contract number in the month following the performance of the services to the Board on or about the 10th day of the month after to Cuyahoga county Board of Elections, Fiscal Department, 2925 Euclid Avenue, Cleveland, Ohio, 44115. Undisputed invoices shall be due and payable by the Board within sixty (60) days from the date of receipt thereof. Invoices shall be accompanied by such supporting documentation as required by the Board. The Board may withhold payment for services that have not been properly performed or completed and shall not be responsible for cost overruns incurred by the Contractor.

E. Taxes.

The Board is a tax-exempt entity and will provide the Contractor a copy of the Board's tax exemption certificate. 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 County. No conditions shall alter this statement.

IV. GENERAL TERMS AND CONDITIONS

A. Non-Disclosure. The Contractor agrees that it will not disclose at any time during or after its services under the Contract, either directly or indirectly, any confidential knowledge or information which the Contractor acquires with respect to the Contract or the Board, except as may be required by law, or in a court of competent jurisdiction.

B. Publicity. Any use of or reference to the Contract by the Contractor to promote, solicit, or disseminate information regarding the scope of the Contract is prohibited, unless otherwise agreed to in writing by the Board.

C. Non-Exclusive Rights. Nothing in the Contract with the Contractor shall preclude the Board from acquiring other services similar to the services provided for in the Contract.

D. Audits, Records Retention and Inspection. The Contractor shall maintain all pertinent financial and accounting records, and evidence pertaining to the Contract in accordance with generally accepted accounting principles and other procedures specified by the State of Ohio. Financial and accounting records shall be made available upon request for review and/or audit by the Director, his representative, or the Ohio Auditor of State's office at any time during the Contract period or for two (2) years from the expiration date and final payment on the Contract, whichever is later. The Contractor represents and warrants that it is not subject to an "unresolved" finding for recovery under Ohio Revised Code Section 9.24.

E. Compliance with Law. This Contract is subject to all applicable laws, ordinances, resolutions, regulations, rules, and policies of the County. The Contractor agrees to comply with all applicable

federal, state, and local laws and regulations in its performance under the Contract, including without limitation, the laws relating to the payment of wages, campaign contributions, drug-free workplace, non-discrimination in employment, ADA compliance, workplace safety, unemployment compensation, insurance premiums, workers' compensation premiums, income tax deductions, social security deductions, and any and all tax and payroll deductions required for its employees. If any provision of the Contract conflicts with any law or regulation, then such law or regulation shall prevail. It is understood that neither the Contractor nor its employees are construed as employees of the Board for the purpose of the Public Employees Retirement System ("PERS"), Workers' Compensation, or for any other purpose. The Contractor 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 Contractor to provide equal opportunity to all persons seeking to contract, or otherwise interested in contracting with, the Contractor.

- F. Certification of Compliance with Ethics and Campaign Contribution Laws.** The Contractor certifies with its signature on the Contract that it is aware of and is in compliance with the Ethics provisions of Ohio Revised Code Sections 102.03 and 102.04, and the provisions of Ohio Revised Code Section 3517.13 as they pertain to Campaign Contribution Limitations under Ohio law. The Contractor agrees to remain in compliance with all County Ethics requirements including, as applicable, Contractor Ethics Registration, Contractor Ethics Training, and Registration of all Lobbyists retained by the Contractor.
- G. Conflict of Interest.** The Contractor covenants that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with its performance under this Contract. The Contractor further covenants that no person having any such interest shall be employed in the performance of this Contract. The Contractor 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 Contractor 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 Contractor 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 Contractor acknowledgements and agreements are a material inducement for the Board to select the Contractor for contract award.
- H. Assignment and Subcontracting.** The Contractor may not assign, transfer, convey or otherwise transfer or dispose of its rights, title, or interest in, or performance under the Contract to any other person, company, corporation or entity without the prior written approval of the Director of the Board. Any such approved assignment shall not relieve the Contractor from any of its responsibilities under the Contract. All work to be done by subcontractors utilized by the Contractor is subject to preapproval by the Board. All subcontractors or subcontractors selected by the Contractor and approved by the Board must comply with all the terms and conditions contained in the Contract. The Contractor shall not use or subcontract any individual or entity (including any entity that is owned or controlled by any individual) which is the subject of a debarment or suspension hearing or has otherwise been debarred or suspended by the County or any other governmental entity from performing work or services for the Board.

I. Default and Termination.

1. The Contractor shall be in default of the Contract if any of the following occur:
 - a. It makes a general assignment for the benefit of creditors, or files a voluntary petition in bankruptcy or a petition under the federal bankruptcy laws or any other law or statute of the United States or any state or local governmental body, or consents to the appointment of a receiver, trustee or liquidator of all or substantially all of the property;
 - b. It abandons or discontinues its operations for the Board except when such abandonment or discontinuance is due to a *force majeure* event;
 - c. It fails to expeditiously and actively undertake or substantially or timely perform its responsibilities and obligations or fails or refuses to make adequate progress in performing its responsibilities and obligations under this Contract and such failure continues for a period of 10 calendar days after written notice of such failure is given it by the Board, provided that the failure or refusal to perform under this Contract is not is due to a *force majeure* event.
2. Upon the occurrence of any one or more of the events of default set forth in Paragraph 1 of this Section or upon any other default or material breach of this Contract, the Board may, at its option, exercise concurrently or successively any one or more of the following rights and remedies:
 - a. The Director, upon written notice of his intention to do so, may terminate this Contract and have the services then uncompleted performed by another contractor or otherwise;
 - b. To enjoin any breach or threatened breach by the Contractor of any covenants, Contracts, terms, provisions or conditions of the Contract;
 - c. To sue for the performance of any obligation, promise or Contract devolving upon the Contractor for performance or for damages for the non-performance thereof, all without terminating the Contract; and/or
 - d. Without waiving any default, to pay any sum required to be paid by the Contractor to others than the Board and which the Contractor has failed to pay under the terms and conditions of this Contract and any amounts to be paid by the Board, with interest thereon at 8% per annum from the date of such payment and all expenses connected therewith, shall be repaid by the Contractor to the Board on demand.
3. The Director may terminate the Contract at any time for any reason upon 30 days' written notice to the Contractor. Additionally, the Board may, at any time during the term, suspend or abandon, in whole or in part, the work under the Contract. In either case, the Board shall pay the Contractor for services rendered up to that time on account of such work. Such payments shall be made to the Contractor for partial services in proportion to the completion of the services upon termination.

4. All rights and remedies granted to the Board in the Contract and other rights and remedies that the Board may have at law and in equity are declared to be cumulative and not exclusive and the fact that the Board may have exercised any remedy without terminating this Contract shall not impair the Board's rights to later terminate or to exercise any other remedy granted in the Contract or to which it may be otherwise entitled. In no event shall any action or inaction, including any payments to the Contractor, by the Board constitute or be construed to be a waiver by the Board of any breach of covenant or default which may then exist on the part of the Contractor, and the Board's action or inaction when any such breach or default shall exist shall not impair or prejudice any right or remedy available with respect to such breach or default. No assent expressed or implied, to any breach or default shall be deemed or taken to be a waiver of any other breach or default.
- J. **Force Majeure.** The Contractor shall have no liability to the Board if it becomes unable to timely perform the agreed to services due to causes beyond the Contractor's control including fire, explosion, lightning, pest damage, power surges or failures, strikes or labor disputes (except those caused by improper acts or omissions of the Contractor), water, acts of God, the elements, war, civil disturbances, acts of civil or military authorities or the public enemy, terrorist acts, inability to secure raw materials, transportation facilities, fuel or energy shortages, acts or omissions of communications carrier.
- K. **Mediation.** The Board and the Contractor recognize that litigation is an expensive, resource-consuming process for resolving business disputes. Therefore, if a dispute arises between the parties, they will attempt in good faith to settle the dispute expeditiously through mediation within thirty (30) days. The Board and the Contractor shall attempt to mutually agree as to the provider of neutral services, and the parties shall share the costs of such mediation equally. In the event the parties cannot mutually agree to a neutral mediator or the deadline described in this Section is not met, unless an extended time frame is consented to by both parties in writing, either party may commence litigation or any other legal proceeding that is appropriate.
- L. **Insurance.** For any work under the Contract and for the term of the Contract, the Contractor and all subcontractors, shall purchase and maintain at its own expense insurance the specified coverage and promptly furnish to the Board certificates of insurance evidencing that the specified insurance coverages are in effect. The insurance coverage to be purchased and maintained by the Contractor and its subcontractors, as required, shall be primary and non-contributory pertaining to any insurance, self-insurance, or self-funding arrangement maintained by the Board, which shall not contribute thereto. There shall be severability of interests among the insureds under the insurance policies. Cross liability coverage shall be included in the policies. All policies, endorsements or modifications to the insurance purchased and maintained by the Contractor and its subcontractors shall be provided by companies authorized to write insurance in Ohio and carry a minimum A.M. Best's rating of A VII or above shall be subject to the Board's review and final acceptance.
 1. **General Commercial Liability Insurance.** On an occurrence coverage basis (including, without limitation, coverage for bodily injury, personal injury and advertising injury, property damage, and broad-form contractual liability arising from or relating to the Contract, independent contractual, products and completed operations) the Contractor shall purchase general commercial liability insurance policy in the amount of \$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.

2. **Business Automobile Liability Insurance.** Policies covering all owned non-owned, hired, and leased vehicles. 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.
3. **Additional Insured.** The Board, officers, representatives, members, agents, and employees shall be included as additional insureds on the Contractor's Commercial General Liability and Automobile Liability policies. The additional insured coverage afforded under the Contractor's policies shall include both ongoing operations (work in progress) and completed operations (completed work), include the Board on a direct pay endorsement as loss payee, afford the Board thirty (30) days prior notice of cancellation or other material changes and a waiver of subrogation wherein the insurer(s) waives all rights of recovery against the County.

M. Indemnification

1. **General.** The Contractor 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, Board members, and its 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 Contract, whether directly or indirectly, where such liability is
 - a. founded upon or grows out of, directly or indirectly, the acts, errors, omissions, undertakings, representations or warranties of the Contractor's, its officers, employees, agents, independent subcontractors or subcontractors (or subcontractors or independent subcontractors thereof), or any other person or party for which the Contractor is legally liable, and
 - b. is attributable in any manner and to any extent to bodily injury, personal injury, sickness, disease or death of any person, loss of revenue, delay, or the injury to or damage, destruction, or loss of use of property.
2. **Intellectual Property.** The Contractor shall indemnify and shall hold harmless (including reasonable attorney fees) Indemnified Parties against all liability to third parties (other than liability solely the fault of the Indemnified Party) arising from or in connection with claims of violation of United States patents, trademark, trade secrets, proprietary information, copyrights or other intellectual property rights in existence on the Effective Date resulting from the Contractor's or the Board's use of any equipment, software, technology, documentation, and/or data developed in connection with the services and products described in the Contract. If a third-party claim causes the Board's quiet enjoyment or use of any product supplied by the Contractor to be seriously endangered or disrupted, or, should a court order be issued against the Board restricting its use of any product and should the Contractor determine not to further appeal the claim issue, at the BOARD's sole option, the Contractor shall provide at its sole expense, the following:
 - a. Purchase for the Board the rights to continue using the contested product(s); or

- b. Provide substitute products to the Board which are, in the Board's sole opinion, of equal or greater quality, or
 - c. Refund all monies paid to the Contractor for the product(s) subject to the court action. The Contractor shall also pay to the Board all reasonable related losses related to the product(s) and for all reasonable expenses related to the installation and conversion to the new product(s).
3. **Conditions.** The indemnity obligations under the Contract shall survive its expiration or earlier termination. Should the Board elect to have the Contractor 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 Contractor 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 Contractor and the Board, for purposes of fulfilling the Contractor's indemnity obligations hereunder, the Contractor waives any immunity derived from compliance with the Workers' Compensation Laws of the State of Ohio. The indemnity obligations of the Contractor shall not be limited by the types, terms, conditions, or limits of liability of any insurance purchased and maintained by the Contractor.
- N. Rights to Materials.** The Board shall have unrestricted authority to reproduce, distribute, and use (in whole or in part) any reports, data, or materials prepared pursuant to this Contract. All documents prepared by, or with the cooperation of, the Contractor pursuant to the Contract, including all copyrights, are works for hire under the United States Copyright Act and shall, upon payment therefore, become the property of the Board. If for any reason the results and proceeds of the Contractor's services hereunder are determined at any time not to be a work made for hire, the Contractor irrevocably transfers and assigns to the Board all right, title and interest therein, including all copyrights, as well as all renewals and extensions thereto. Any materials prepared, created, produced by, or with the cooperation of, the Contractor pursuant to the Contract, including all copyrights, are the property of the Board. The Contractor may retain copies, including reproducible copies of such documents for information and reference. The Board may use such materials without any additional compensation to the Contractor.
- O. Governing Law and Jurisdiction.** The Contract shall be construed under and governed by the laws of the State of Ohio. Any litigation arising out of or relating in any way to the Contract or performance thereunder shall be brought and litigated to completion only in the state and federal courts sitting in Ohio, and each party consents to the exclusive jurisdiction of such courts. The Contractor 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.
- P. Public Records Act.** The Contractor acknowledges that the Board is subject by law to responding to all Public Record requests under Ohio law. The Contractor shall comply with the Public Record Act in all respects and shall not restrict or otherwise inhibit the Board from complying. If the Board is required to defend an action challenging the Contractor's claimed exemption from the Public Records Act, the Contractor agrees to defend and indemnify the Board from all costs and expenses, including reasonable attorney's fees, in action or liability arising under the Public Records Act.

Q. Security Protocols. By executing a contract with the Board of Elections, the Contractor agrees to abide by all security protocols, both physical and cyber, required by the Ohio Secretary of State's Office (SOS) as published in SOS Directives and the Election Official Manual, which are hereby incorporated by reference into the contract. The security protocols are subject to change at the discretion of the SOS as published on the website of the Secretary of State, which the Contractor agrees constitutes adequate notice of such changes and the Contractor's failure to give notice of objection to the Board of Elections within 5 days of the publication constitutes the Contractor's acceptance of the change.

Additionally, the Contractor acknowledges they are bound by the security requirements set forth in Exhibits D and E of this Contract.

V. GENERAL

A. Notices. All notices or communications required or permitted as a part of the Contract shall be in writing (unless another verifiable medium is expressly authorized) and shall be deemed delivered when:

1. Received, or
2. Upon transmittal through electronic mail with a carbon copy sent through the United States Postal Service with proper postage affixed and addressed to the respective other party at the address set out below or such other address as the party may have designated by notice to the other party, or
3. Upon delivery by the Board of the notice to a representative of the Contractor while on the Boards' property.

The addresses of the parties to this Contract are as follows:

<p>In the case of the Board: Cuyahoga County Board of Elections ATTN: Fiscal Services Manager 2925 Euclid Avenue Cleveland, Ohio 44115 kazusy@cuyahogacounty.gov</p>	<p>with a copy to: County Prosecutor's Office ATTN: Counsel for the Cuyahoga County Board of Elections 1200 Ontario Street, 9th Floor Cleveland, Ohio 44113</p>
<p>In the case of the Contractor: Tenex Software Solutions ATTN: Ravi Kallem, Founding President 5021 W. Laurel Street Tampa, FL 33607</p>	<p>with a copy to:</p>

- B. Reasonable Behavior.** Each party will act in good faith in the performance of its respective responsibilities under the Contract and will not unreasonably delay, condition or withhold the giving of any consent, decision or approval that is either requested or reasonably required by the other party in order to perform its responsibilities under the Contract.
- C. Integration and Amendment.** The Contract constitutes the entire Contract between the parties and supersedes all other prior or contemporaneous communications between the parties (whether written or oral), and all other communications relating to the subject matter of the Contract. The Contract may be modified or extended by formal amendment of the Contract signed by the parties and made a permanent part of the Contract.
- D. Severability.** The provisions of the Contract will be deemed severable, and the unenforceability of any one or more provisions will not affect the enforceability of any other provisions. In addition, if any provision of the Contract, for any reason, is declared to be unenforceable, the parties will substitute an enforceable provision that, to the maximum extent possible under applicable law, preserves the original intentions and economic positions of the parties.
- E. No Waiver.** No failure or delay by a party in exercising any right, power or remedy will operate as a waiver of that right, power or remedy, and no waiver will be effective unless it is in writing and signed by the waiving party. If a party waives any right, power or remedy, the waiver will not waive any successive or other right, power or remedy the party may have under the Contract. The payment of funds to the Contractor by the Board should in no way be interpreted as acceptance of the system or the waiver of performance requirements.

VI. CONSTRUCTION OF CONTRACT

All terms and words used in this Contract, regardless of the number and gender in which they are used, shall be deemed and construed to include any other number, singular or plural, and any other gender, masculine, feminine, or neuter, as the context or sense of this Contract or any paragraph or clause in the Contract may require, the same as if such words have been fully and properly written in the number and gender. Any act to be performed under the Contract by the "Board" may be performed by the Director or by such of its employees or such other persons, corporations or firms as the Director may designate. "Director" when used herein, shall refer to the Director of the Board and include the Chief Information Officer. The headings of Articles and Paragraphs, to the extent used herein, are for reference only, and in no way define, limit, or describe the scope or intent of any provision hereof. This Contract may be executed in multiple counterparts, each of which, when so executed, shall be deemed an original, and all of which shall together constitute one and that same document, and shall be binding on the signatories; and the signature of any party to any counterpart shall be deemed a signature to, and may be appended to, any other counterpart. The following order of precedence shall govern in any conflict that arises between this Contract and any materials incorporated by reference: (1) this Contract; (2) Exhibit A – Board's Specifications; (3) Exhibit B - Contractor's Quote and Product Description; (4) Exhibit C - Contractor's Sole Source Letter; (5) Exhibit D – Software Security Requirements; and (6) Exhibit E – CIS Albert Cloud Monitoring Service. Provided, however, silence in the Agreement or the materials incorporated herein with respect to an issue shall not be construed as a variance with a provision addressing such issue in another document. The undersigned signatory for the Contractor hereby represents and warrants that he or she has full and complete authority to execute the Contract on behalf of the Contractor. This representation and warranty are made for the purpose of inducing the Board to execute the Contract.

IN WITNESS WHEREOF, the parties have hereto set their respective hands on the day and year first above written and have executed the foregoing Contract.

CONTRACTOR

By: Ravi Kallem
Printed: Ravi Kallem
Title: President
Date: March 24, 2021

**CUYAHOGA COUNTY
BOARD OF ELECTIONS**

By: _____
Jeffrey Hastings, Chairman
By: _____
Anthony W. Perlatti, Director
Date: _____

The legal form and correctness of this Contract is hereby approved:

Office of the Prosecutor, Cuyahoga County, Ohio

By: _____
Mark Musson, Assistant Prosecutor

INDEX OF EXHIBITS

EXHIBIT A – Board’s Specifications

EXHIBIT B – Contractor’s Quote and Product Description

EXHIBIT C – Contractor’s Sole Source Letter

EXHIBIT D – Software Security Requirements

EXHIBIT E – CIS Albert Cloud Monitoring Service

Provide Live Results Election Night Reporting Software Application /License Specifications

EXHIBIT A

Background

The Cuyahoga County Board of Elections ("Board") conducts all official elections that are held in Cuyahoga County ("County"). The Board requires a Contractor to provide a software application/license for Election Night Reporting (ENR) for use in all elections conducted by the Board. Below are the election dates and anticipated sizes for currently scheduled elections in the period to be covered by the contract 6/1/21 – 5/31/22.

As of 1/13/2021, Cuyahoga County includes:

- 880,873 registered voters
- 975 precincts (of which approximately 29 are "split" precincts)
- 310 voting locations
- 59 municipalities
- 4 congressional districts
- 4 state senate districts
- 11 state house districts
- 11 county council districts
- 13 municipal court districts
- 32 school districts
- 9 library districts
- 2 joint vocational school districts
- 2 state board of education districts
- Various countywide districts including (but not limited to) Metroparks, community college, and port authority.

Elections

- ✓ August 3, 2021 - Special
- ✓ September 14, 2021 - Primary
- ✓ November 2, 2021 - General
- ✓ May 3, 2022 - Primary

The Board currently utilizes voting equipment and tabulation software manufactured by Election Systems and Software, LLC ("ES&S").

Election Night Reporting (ENR)

Display captivating, in-depth County-wide election results with ENR. This tool will allow elections officials to display visually appealing, graphical results along with County maps to illustrate voter turnout, totals by vote type, and results by precinct for the public and the media on Election Night.

Provide Live Results Election Night Reporting Software Application /License Specifications

GRAPHICAL PRESENTATION

ENR should enhance the web presentation of election night returns by allowing every web visitor to search for and find the information they desire. Bar chart presentation for each contest or issue on the ballot visually highlights the leading vote getters while also providing granular detail down to the actual number of votes received, where those votes were received, and votes by vote type (election day, absentee, provisional, etc.).

COUNTY MAP DISPLAY

Candidates, political parties, voters, and media outlets appreciate the information display provided by ENR. For every political contest or question on the ballot, ENR should provide engaging maps showing each contest within the County with details including precinct and vote type. The solution should display unique information, thus allowing web visitors to locate the information they are most interested in learning. ENR's map display should deliver instant feedback on voting trends, minimizing inbound requests and maximizing voter education and transparency for the Board.

VOTE TYPE BREAKDOWN

Query able reports detailing election night information, including county and precinct specific results, contest or question specific results, and vote type breakdowns. The vote type breakdown tab provides granular detail regarding the votes received, outlining early voting numbers, absentee voting numbers, Election Day returns, etc.

PRECINCT REPORTING UPDATE

While it is important to know which candidate or position is leading in each contest or question, it is also important to know the status of reporting for each precinct. ENR should provide this detail through a visually appealing county map display feature. Each election precinct displays their level of reporting, where gray indicates the county has not reported, purple indicates the county has partially reported, and green indicates the county has completely reported. This enhances the level of detail displayed on the website and minimizes inbound requests for information.

RECIPIENT LISTS

ENR should assist election directors in distributing the multitude of report requests on election night. The product should include an automated delivery system managed through Recipients Lists. This feature allows administrators to preload an unlimited number of recipients and their email addresses or secure FTP address prior to each election. Upon completion of each upload, these recipients should automatically receive a CSV or excel file containing the most recent update.

REPORTS & FILTERING

ENR's must have the ability to produce detailed breakdowns of contest information, vote type details, and precinct totals by city, district, and township in addition to summary totals. This level of detail helps to reduce phone calls, increase transparency, and provide overall better service to the voters, the media, and the public at large on Election Night and year-round.

Board Responsibilities:

1. **Project Management:** The Board shall assign a member or members of its staff to serve as the Project manager(s) to serve as main point of contact for this project. Project manager(s) shall facilitate Contractor's activities, provide access to relevant individuals and data, and be responsible to review Contractor's performance. Project manager(s) shall be neither directly nor indirectly responsible for performing any project activities for the Contractor.

Provide Live Results Election Night Reporting Software Application /License Specifications

Contractor Responsibilities:

1. **Project Management:** The Contractor shall assign a Project Manager(s) to serve as the main point of contact between the Board and Contractor.
2. **Implementation:** Contractor shall provide a detailed implementation schedule, subject to the approval of the Board, that shall allow the Contractor's ENR application to be fully implemented and tested prior to each Election contained herein. The schedule shall also clearly delineate the responsibilities and requirements of the Board and Contractor regarding facilitating the implementation process.
3. **Support Services:** Provide support to the Board for the election setup (8 hours of support included per year) and monitoring of the platform on election night (Account Management and IT Engineer).
4. **Software Hosting:** Hosting of the solution on Contractor's data center in the US.
5. Operation and maintenance of the infrastructure, including monitoring, and security (including automatic security copies) and vulnerabilities management.



5021 W Laurel Street, Tampa, FL 33607
 (813) 618-3639 | info@tenexsolutions.com

Cuyahoga County Elections, OH - Quote

Date **March 15, 2021**

To: Cuyahoga County
 2925 Euclid Ave.
 Cleveland, OH 44115

From: Tenex Software Solutions, Inc
 5021 W Laurel Street
 Tampa, FL 33607

Qty	Product Description	Price
	SaaS License - Year 1 (June 2021 - May 2022)	
	Includes:	
	- Front facing public website displaying election results in an easy-to-read and graphical format	
	- Backend website for uploading results and configuring the front end page	
	- Web-based cloud hosting	
	- Server capacity management	
	- Security infrastructure maintenance and upgrades	
1	- Remote technical support during business hours	\$ 24,000.00
	Total:	\$ 24,000.00

Qty	Optional Term	Price
	Live Results Election Night Reporting	
2	SaaS License - Option Year 2 (June 2022 - May 2023)	\$ 24,000.00
	Live Results Election Night Reporting	
3	SaaS License - Option Year 3 (June 2023 - May 2024)	\$ 24,000.00

Terms:

This quote is valid for 90 days and subject to change based upon contract terms and conditions or any change in configuration.



www.tenexsolutions.com

EXHIBIT C
(813) 618-3639

5021 W. Laurel St.
Tampa, FL 33607

Re: Sole Source Justification – Election Night Reporting

January 27, 2021

Tenex Software Solutions, Inc. is a current vendor of the Cuyahoga County Board of Elections, providing electronic poll books, election night reporting, help desk management, polling location management, and asset and inventory management. Tenex has been providing election night reporting through the Live Results solution since 2018. Tenex is the sole developer and provider of the Live Results solution, and the solution is the only election night reporting option that meets the counties unique needs:

- Display number of memory sticks in by contest
- Provide XML data with the memory sticks reported information
- Customizability and flexibility with voting equipment changes

If you need any further information, please let us know.

Regards,

A handwritten signature in black ink that reads 'Ravi Kallem'.

Ravi Kallem

SECURITY:

Data Management: The Contractor must meet the following requirements:

- Engage Department of Homeland Security (DHS) to perform a Risk and Vulnerability Assessment (RVA) every two years, in advance of elections. This service includes:
 - Network mapping and vulnerability scanning
 - Phishing tests
 - Web application or database evaluations
 - A full penetration test
- The Contractor must submit results and a remediation plan to both the Cuyahoga County Board of Elections (CCBOE) and the Ohio Secretary of State (SOS). Documents must be classified as a security record under Ohio Revised Code (ORC) 149.433.
- Become a member of the Information Technology ISAC (IT-ISAC) and the Elections Infrastructure ISAC (EI-ISAC). An ISAC is a nonprofit organization that provides a central resource for gathering information on cyber threats to critical infrastructure. It also serves as a two-way information sharing mechanism between the private and public sectors.
- Deploy an Albert intrusion detection device, a network security monitoring system that is managed 24/7 by DHS.
- Notify the CCBOE, SOS, and EI-ISAC of any system breach immediately after becoming aware of the breach.
- Must keep all CCBOE data within the United States. The Contractor must provide written notification of the location of the data and keep the CCBOE apprised of any change in location of the data.
- Contractor must agree and sign the Confidentiality and Non-Disclosure Agreement.
- The Contractor must use due diligence to ensure computer and telecommunications systems and services involved in storing, using, or transmitting CCBOE Data are secure and that they protect CCBOE Data from unauthorized disclosure, modification, use or destruction. To accomplish this, the Contractor must adhere to the following principles:
 - Apply appropriate risk management techniques to balance the need for security measures against the sensitivity of the CCBOE Data.
 - Ensure that its internal security policies, plans, and procedures address the basic security elements of confidentiality, integrity, and availability of CCBOE Data.
 - 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.
 - Maintain appropriate identification and authentication processes for information systems and services associated with CCBOE Data.
 - Maintain appropriate access control and authorization policies, plans, and procedures to protect system assets and other information resources associated with CCBOE Data.
 - Implement and manage security audit logging on information systems, including computers and network devices

Licenses: In addition to licenses covered in Section II,E, the Contractor must provide a copy of all current licenses, registrations and certifications issued by federal, state and local agencies, and any other licenses, registrations or certifications from any other governmental entity with jurisdiction, allowing the Contractor to perform the covered services, including, but not limited to, licenses, registrations, or certifications.

Background Checks: All employees or contracted staff sent to the CCBOE for any type of service provided on behalf of the Contractor must complete a criminal background check that is kept on file with the Contractor.

SOFTWARE WARRANTY:

Upon acceptance and for 12 months after the date of acceptance of any deliverable that includes software, the Contractor warrants as to all software developed under this contract that: (a) the software will operate on the computer(s) for which the software is intended in the manner described in the relevant software documentation, any Contractor quotes, and as outlined in the contract; (b) the software will be free of any material defects; (c) the Contractor will deliver and maintain relevant and complete software documentation, commentary, and source code; and (d) the source code language used to code the software is readily available in the commercial market, widely used and accepted for the type of programming involved, and support programming in the language is reasonably available in the open market; and (e) the software and all maintenance will be provided in a professional, timely, and efficient manner.

For Commercial Software licensed from a third party that is incorporated into a Deliverable, and for which the CCBOE has not approved a separate license agreement governing that Commercial Software's warranties as part of the contracting process, the Contractor represents and warrants that it has done one of the following things: (a) obtained the right from the third-party licensor to commit to the warranties and maintenance obligations in this Section; (b) obtained a binding commitment from the licensor to make those warranties and maintenance obligations directly to the CCBOE; or (c) fully disclosed in the Contractor's quote any discrepancies between the requirements of this section and the commitment the third-party licensor has made.

In addition, Commercial Software that is incorporated into a Deliverable, the Contractor will: (a) maintain or cause the third-party licensor to maintain the Commercial Software so that it operates in the manner described in the Contract Documents (or any attachment referenced in the Contract Documents) and relevant Commercial Software documentation; (b) supply technical bulletins and updated user guides; (c) supply the CCBOE with updates, improvements, enhancements, and modifications to the Commercial Software and documentation and, if available, the commentary and the source code; (d) correct or replace the Commercial Software and/or remedy any material programming error that is attributable to the Contractor or the third- party licensee; (e) maintain or cause the third-party licensor to maintain the Commercial Software and documentation to reflect changes in the subject matter the Commercial Software deals with; (f) maintain or obtain a commitment from the third-party licensor to maintain the Commercial Software so that it will properly operate in conjunction with changes in the operating environment in which it is designed to operate.

For purposes of the warranties and the delivery requirements in this contract, software documentation means well written, readily understood, clear, and concise instructions for the software's users as well as a system administrator. The software documentation will provide the users of the software with meaningful instructions

on how to take full advantage of all the capabilities designed for end-users. It also means installation and system administration documentation for a system administrator to allow proper control, configuration, and management of the software. Source code means the uncompiled operating instructions for the software. The Contractor will not be obligated to provide source code for Commercial Software unless it is readily available from the licensor. The source code must be provided in the language in which it was written and will include commentary that will allow a competent programmer proficient in the source language to readily interpret the source code and understand the purpose of all routines and subroutines contained within the source code.

SOFTWARE MAINTENANCE:

During the warranty period, as well as any optional maintenance periods that the CCBOE exercises, the Contractor must correct any material programming errors that are attributable to the Contractor within a reasonable period. The CCBOE must notify the Contractor, either orally, or in writing, of a problem with the software and provide sufficient information for the Contractor to identify the problem. The Contractor's response to a programming error will depend upon the severity of the problem.

For programming errors that slow the processing of data by a small degree, render minor and non-mandatory functions of the system inoperable or unstable, or require users or administrators to employ workarounds to fully use the software, Contractor will respond to the request for resolution within four business hours.

Furthermore, the Contractor must begin working on a proper solution for the problem within one business day, dedicating the resources required to fix the problem. For any defects with more significant consequences, including those that render key functions of the system inoperable or significantly slow processing of data, the Contractor will respond within two business hours of notice. The Contractor also must begin working on a proper solution for the problem immediately after responding and, if requested, provide on-site assistance, and dedicate all available resources to resolving the problem.

For software classified as Commercial Software in the Ownership of Deliverables section and for which the CCBOE has not signed a separate license agreement, the Contractor must acquire for the CCBOE the right to maintenance for one year. That maintenance must be the third-party licensor's standard maintenance program, but at a minimum, that maintenance program must include all updates, patches, and fixes to the software. It also must include a commitment to keep the software current with the operating environment in which it is designed to function (and, if applicable, the subject matter covered by the software) and to correct material defects in the software in a timely fashion. Additionally, the Contractor must obtain a commitment from the licensor to make maintenance available for the product for at least five years after the first year of maintenance. The Contractor also must obtain a commitment from the licensor to limit increases in the annual Fee for maintenance to no more than 7% annually. If the licensor is unable to provide maintenance during that five-year period, then the licensor must be committed to doing one of the following two things: (a) give the CCBOE a pro rata refund of the license fee based on a five-year useful life; or (b) release the source code for the software (except third party software) to the CCBOE for use by the CCBOE solely for the purpose of maintaining the copy(ies) of the software for which the CCBOE has a proper license. For purposes of receiving the source code, the CCBOE agrees to treat it as confidential and to be obligated to the requirements under the Confidentiality section of this contract with respect to the source code. That is, with respect to the source code that the CCBOE gets under this section, the CCBOE will do all the things that the Confidentiality section requires the Contractor to do in handling the CCBOE's Confidential Information.



Albert Cloud Monitoring Service

Overview of the Albert Cloud Monitoring Service

The Albert Cloud monitoring service brings the Albert network monitoring service to the cloud. It uses the same trusted and proven IDS engine and rules as our on-premise monitoring service to provide piece of mind for cloud instances. The service is built using CIS Hardened Images and is designed to monitor network traffic going in and out of AWS EC2 instances or Azure Virtual Machine instances. If malicious traffic is detected, just like with our on-premise solution, an alert is generated and processed by the Albert backend. There, the raw alert or alerts are turned into events for analysis by our 24x7 SOC. Next, the SOC analyzes the event for escalation. They will either escalate the event via email or, if the event is found to be a false positive, it is marked as a false positive and not escalated.

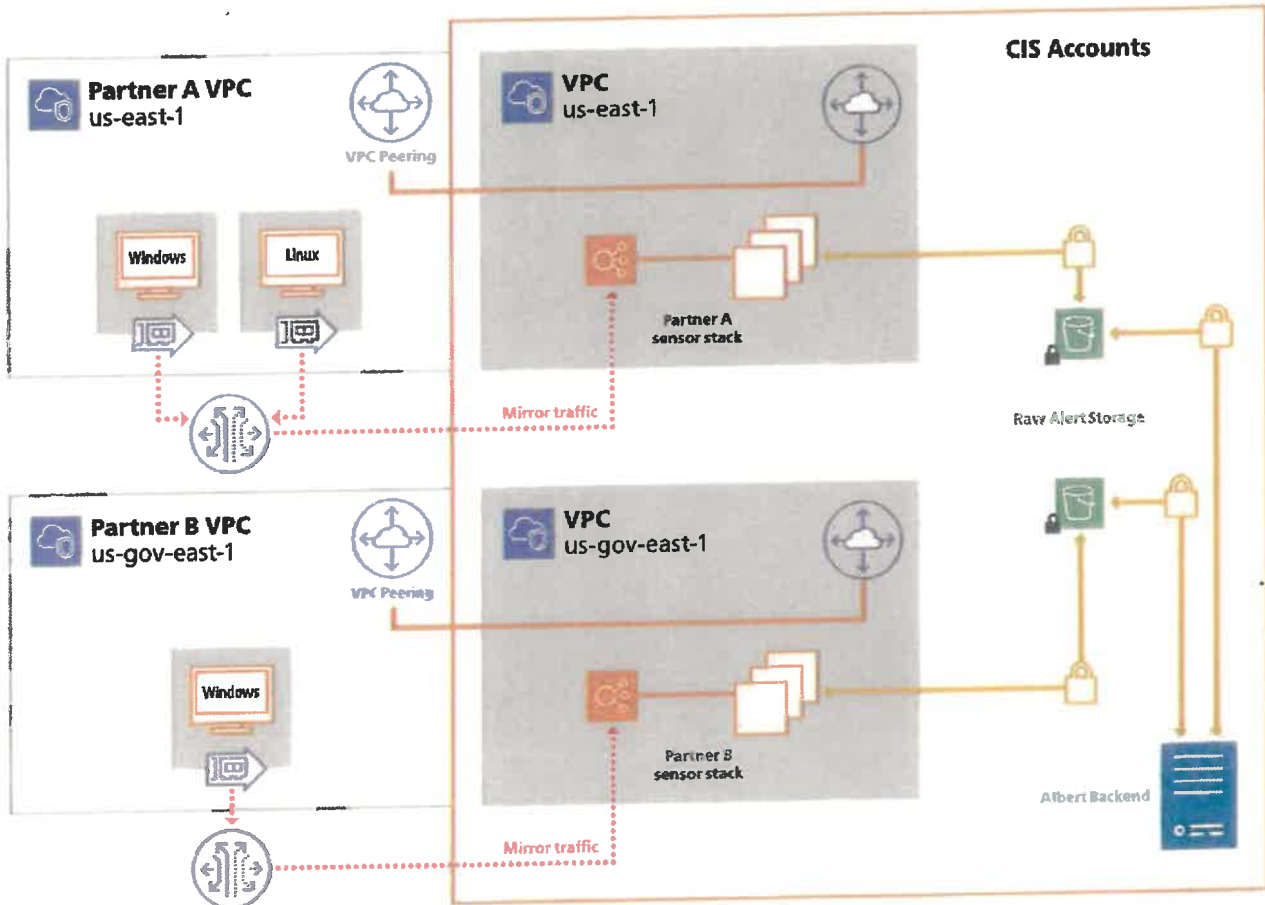
Albert Monitoring for AWS

Albert Cloud monitoring for AWS lets you monitor the network activity of AWS Elastic Compute Cloud or EC2 instances for malicious threats. The Albert service utilizes the native AWS services VPC peering and VPC mirroring to securely send a copy of the traffic going in and out of an instance to an Albert sensor running in CIS's AWS account. Your organization's dedicated Albert sensor or Cloud sensor stack is made up of an Elastic Load balancer and a group of EC2 instances using CIS Hardened Images running in an auto scaling group (ASG). The auto scaling group scales up and down based on network load to reduce costs during times of low traffic. ASGs also provides fault tolerance, from instance or zone failures. The IDS engine running on each instance processes traffic and generates the raw alerts which are encrypted during transmission and at rest in AWS S3 storage. Lastly, the raw alerts are handed off to the Albert backend to be processed, analyzed, and escalated by our SOC Analysts.

Requirements for AWS monitoring

There are minimal requirements for Albert Cloud monitoring in AWS. Currently only Nitro-based EC2 instances can be monitored. This is a requirement of the VPC mirroring service used to mirror traffic from your instance to the Albert sensor stack. Most organizations should be on or planning to migrate to this instance type for EC2 as it is a better cost performance proposition, has enhanced security features, and many other benefits (<https://aws.amazon.com/ec2/nitro/>). You will also need to peer the VPC that the instances to be monitored are in to the VPC that the Albert Cloud sensor is in. Lastly you will need to configure the AWS VPC mirror in your account to use the Albert Cloud sensor. We have developed AWS native automation to assist with these steps so setup of these requirements should be relatively easy.

Albert Monitoring for AWS Logical Diagram



PROPERTY OF CIS – CONFIDENTIAL – SYSTEMS IS STILL IN DEVELOPMENT AND SUBJECT TO CHANGE

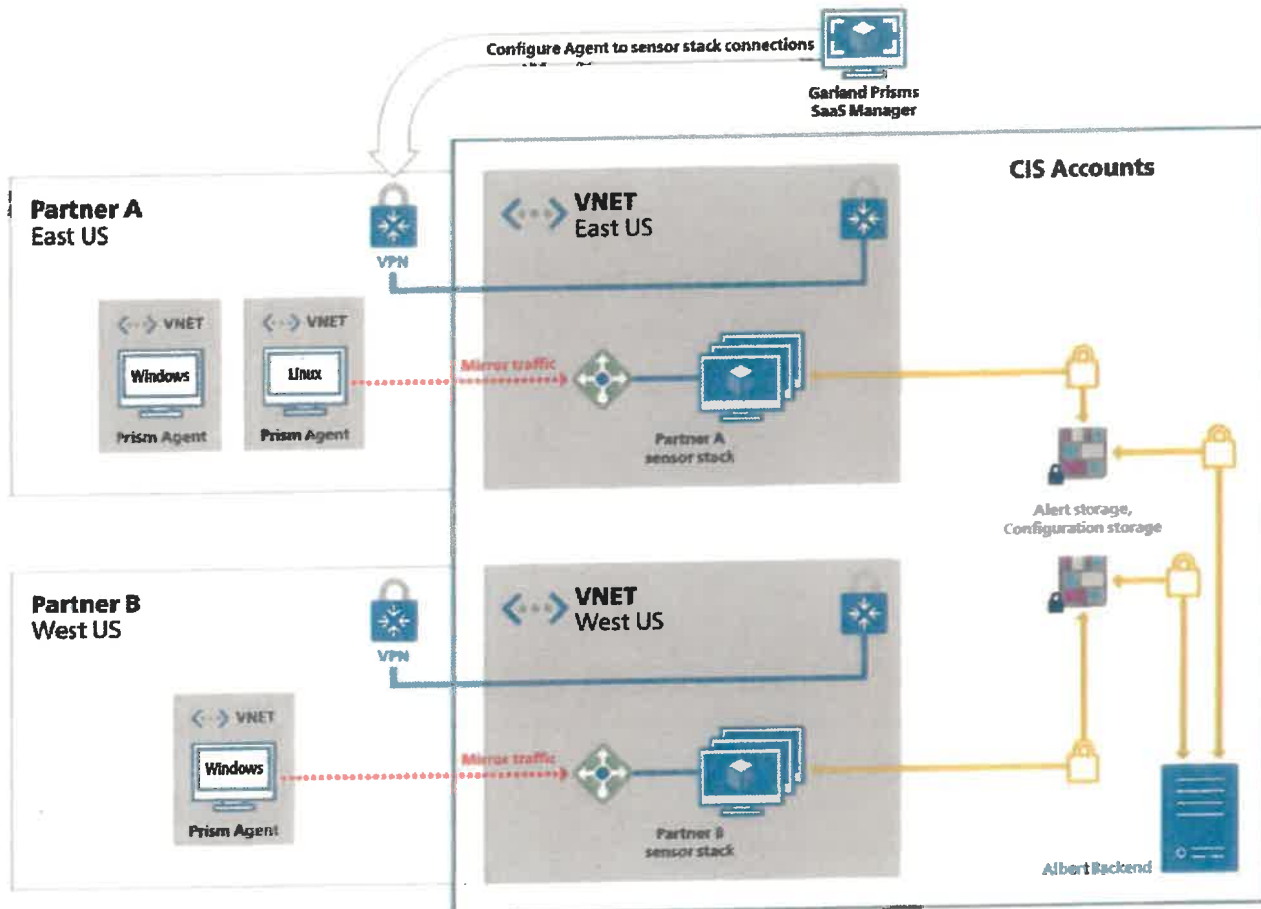
Albert Monitoring for Azure

Albert Cloud monitoring for Azure lets you monitor the network activity of Azure Virtual Machines or VM instances for malicious threats. The monitoring service leverages Garland's Prisms Cloud agent along with Azure VPN to securely send a copy of the traffic going in and out of an instance to an Albert sensor stack running in CIS's Azure account. The mirrored traffic is directed at your organization's dedicated Albert Cloud sensor which is made up of an Azure Load Balancer and a group of VM instances using CIS Hardened Images running in a VM Scale Set. The VM Scale Set scales up and down on demand to reduce costs during times of low traffic and to add fault tolerance if an instance fails. The IDS engine running on each instance processes traffic and generates the raw alerts which are encrypted during transmission and at rest in Azure Blob storage. Lastly, the raw alerts are handed off to the Albert backend to be processed, analyzed, and escalated by our SOC Analysts.

Requirements for Azure monitoring

There are a few additional resources that need to be created in your Azure subscription to support Albert Cloud monitoring in Azure. First a VPN connection must be made using Azure VPN between your organization's VNET and CIS's VNET. The VPN connection provide a cost-efficient method for secure transmission of mirrored traffic to the Albert Cloud sensor. Once that is complete, the Garland Prism agent needs to be installed on each VM to be monitored. The agent is a lightweight process that copies traffic inbound/outbound from your VM to the Albert Cloud sensor. The agent can be installed on Windows or Linux systems using an installer provided by CIS. The installer has a quiet mode to allow for incorporation into any environmental automations your agency may have.

Albert Monitoring for Azure Logical Diagram



PROPERTY OF CIS – CONFIDENTIAL – SYSTEMS IS STILL IN DEVELOPMENT AND SUBJECT TO CHANGE

Albert Cloud Leverages CIS Hardened Images

Albert Cloud uses services specific to the particular cloud service provider (CSP) as well as CIS Hardened Images. CIS Hardened Images are virtual machine images pre-configured to applicable CIS Benchmark recommendations. CIS Benchmarks and their corresponding CIS Hardened Images are used by thousands of organizations for compliance support with DoD Cloud Computing SRG, FedRAMP, PCI DSS, NIST, and HIPAA standards. They help mitigate common threats such as malware, insufficient authorization, and remote intrusion, and are updated every month to address patching and vulnerabilities.

Contact CIS

Visit www.cisecurity.org or email CIS_Services@cisecurity.org.

Provide Live Results Election Night Reporting Software Application /License Specifications

EXHIBIT A

Background

The Cuyahoga County Board of Elections (“Board”) conducts all official elections that are held in Cuyahoga County (“County”). The Board requires a Contractor to provide a software application/license for Election Night Reporting (ENR) for use in all elections conducted by the Board. Below are the election dates and anticipated sizes for currently scheduled elections in the period to be covered by the contract 6/1/21 – 5/31/22.

As of 1/13/2021, Cuyahoga County includes:

- 880,873 registered voters
- 975 precincts (of which approximately 29 are “split” precincts)
- 310 voting locations
- 59 municipalities
- 4 congressional districts
- 4 state senate districts
- 11 state house districts
- 11 county council districts
- 13 municipal court districts
- 32 school districts
- 9 library districts
- 2 joint vocational school districts
- 2 state board of education districts
- Various countywide districts including (but not limited to) Metroparks, community college, and port authority.

Elections

- ✓ August 3, 2021 - Special
- ✓ September 14, 2021 - Primary
- ✓ November 2, 2021 - General
- ✓ May 3, 2022 - Primary

The Board currently utilizes voting equipment and tabulation software manufactured by Election Systems and Software, LLC (“ES&S”).

Election Night Reporting (ENR)

Display captivating, in-depth County-wide election results with ENR. This tool will allow elections officials to display visually appealing, graphical results along with County maps to illustrate voter turnout, totals by vote type, and results by precinct for the public and the media on Election Night.

Provide Live Results Election Night Reporting Software Application /License Specifications

GRAPHICAL PRESENTATION

ENR should enhance the web presentation of election night returns by allowing every web visitor to search for and find the information they desire. Bar chart presentation for each contest or issue on the ballot visually highlights the leading vote getters while also providing granular detail down to the actual number of votes received, where those votes were received, and votes by vote type (election day, absentee, provisional, etc.).

COUNTY MAP DISPLAY

Candidates, political parties, voters, and media outlets appreciate the information display provided by ENR. For every political contest or question on the ballot, ENR should provide engaging maps showing each contest within the County with details including precinct and vote type. The solution should display unique information, thus allowing web visitors to locate the information they are most interested in learning. ENR's map display should deliver instant feedback on voting trends, minimizing inbound requests and maximizing voter education and transparency for the Board.

VOTE TYPE BREAKDOWN

Query able reports detailing election night information, including county and precinct specific results, contest or question specific results, and vote type breakdowns. The vote type breakdown tab provides granular detail regarding the votes received, outlining early voting numbers, absentee voting numbers, Election Day returns, etc.

PRECINCT REPORTING UPDATE

While it is important to know which candidate or position is leading in each contest or question, it is also important to know the status of reporting for each precinct. ENR should provide this detail through a visually appealing county map display feature. Each election precinct displays their level of reporting, where gray indicates the county has not reported, purple indicates the county has partially reported, and green indicates the county has completely reported. This enhances the level of detail displayed on the website and minimizes inbound requests for information.

RECIPIENT LISTS

ENR should assist election directors in distributing the multitude of report requests on election night. The product should include an automated delivery system managed through Recipients Lists. This feature allows administrators to preload an unlimited number of recipients and their email addresses or secure FTP address prior to each election. Upon completion of each upload, these recipients should automatically receive a CSV or excel file containing the most recent update.

REPORTS & FILTERING

ENR's must have the ability to produce detailed breakdowns of contest information, vote type details, and precinct totals by city, district, and township in addition to summary totals. This level of detail helps to reduce phone calls, increase transparency, and provide overall better service to the voters, the media, and the public at large on Election Night and year- round.

Board Responsibilities:

1. Project Management: The Board shall assign a member or members of its staff to serve as the Project manager(s) to serve as main point of contact for this project. Project manager(s) shall facilitate Contractor's activities, provide access to relevant individuals and data, and be responsible to review Contractor's performance. Project manager(s) shall be neither directly nor indirectly responsible for performing any project activities for the Contractor.

Provide Live Results Election Night Reporting Software Application /License Specifications

Contractor Responsibilities:

1. Project Management: The Contractor shall assign a Project Manager(s) to serve as the main point of contact between the Board and Contractor.
2. Implementation: Contractor shall provide a detailed implementation schedule, subject to the approval of the Board, that shall allow the Contractor's ENR application to be fully implemented and tested prior to each Election contained herein. The schedule shall also clearly delineate the responsibilities and requirements of the Board and Contractor regarding facilitating the implementation process.
3. Support Services: Provide support to the Board for the election setup (8 hours of support included per year) and monitoring of the platform on election night (Account Management and IT Engineer).
4. Software Hosting: Hosting of the solution on Contractor's data center in the US.
5. Operation and maintenance of the infrastructure, including monitoring, and security (including automatic security copies) and vulnerabilities management.



5021 W Laurel Street, Tampa, FL 33607
 (813) 618-3639 | info@tenexsolutions.com

Cuyahoga County Elections, OH - Quote

Date **March 15, 2021**

To: Cuyahoga County
 2925 Euclid Ave.
 Cleveland, OH 44115

From: Tenex Software Solutions, Inc
 5021 W Laurel Street
 Tampa, FL 33607

Qty	Product Description	Price
	SaaS License - Year 1 (June 2021 - May 2022)	
	Includes:	
	- Front facing public website displaying election results in an easy-to-read and graphical format	
	- Backend website for uploading results and configuring the front end page	
	- Web-based cloud hosting	
	- Server capacity management	
	- Security infrastructure maintenance and upgrades	
1	- Remote technical support during business hours	\$ 24,000.00
	Total:	\$ 24,000.00

Qty	Optional Term	Price
	Live Results Election Night Reporting	
2	SaaS License - Option Year 2 (June 2022 - May 2023)	\$ 24,000.00
	Live Results Election Night Reporting	
3	SaaS License - Option Year 3 (June 2023 - May 2024)	\$ 24,000.00

Terms:

This quote is valid for 90 days and subject to change based upon contract terms and conditions or any change in configuration.



5021 W. Laurel St.
Tampa, FL 33607

Re: Sole Source Justification – Election Night Reporting

January 27, 2021

Tenex Software Solutions, Inc. is a current vendor of the Cuyahoga County Board of Elections, providing electronic poll books, election night reporting, help desk management, polling location management, and asset and inventory management. Tenex has been providing election night reporting through the Live Results solution since 2018. Tenex is the sole developer and provider of the Live Results solution, and the solution is the only election night reporting option that meets the counties unique needs:

- Display number of memory sticks in by contest
- Provide XML data with the memory sticks reported information
- Customizability and flexibility with voting equipment changes

If you need any further information, please let us know.

Regards,

A handwritten signature in black ink that reads 'Ravi Kallem'.

Ravi Kallem

SECURITY:

Data Management: The Contractor must meet the following requirements:

- Engage Department of Homeland Security (DHS) to perform a Risk and Vulnerability Assessment (RVA) every two years, in advance of elections. This service includes:
 - Network mapping and vulnerability scanning
 - Phishing tests
 - Web application or database evaluations
 - A full penetration test
- The Contractor must submit results and a remediation plan to both the Cuyahoga County Board of Elections (CCBOE) and the Ohio Secretary of State (SOS). Documents must be classified as a security record under Ohio Revised Code (ORC) 149.433.
- Become a member of the Information Technology ISAC (IT-ISAC) and the Elections Infrastructure ISAC (EI-ISAC). An ISAC is a nonprofit organization that provides a central resource for gathering information on cyber threats to critical infrastructure. It also serves as a two-way information sharing mechanism between the private and public sectors.
- Deploy an Albert intrusion detection device, a network security monitoring system that is managed 24/7 by DHS.
- Notify the CCBOE, SOS, and EI-ISAC of any system breach immediately after becoming aware of the breach.
- Must keep all CCBOE data within the United States. The Contractor must provide written notification of the location of the data and keep the CCBOE apprised of any change in location of the data.
- Contractor must agree and sign the Confidentiality and Non-Disclosure Agreement.
- The Contractor must use due diligence to ensure computer and telecommunications systems and services involved in storing, using, or transmitting CCBOE Data are secure and that they protect CCBOE Data from unauthorized disclosure, modification, use or destruction. To accomplish this, the Contractor must adhere to the following principles:
 - Apply appropriate risk management techniques to balance the need for security measures against the sensitivity of the CCBOE Data.
 - Ensure that its internal security policies, plans, and procedures address the basic security elements of confidentiality, integrity, and availability of CCBOE Data.
 - 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.
 - Maintain appropriate identification and authentication processes for information systems and services associated with CCBOE Data.
 - Maintain appropriate access control and authorization policies, plans, and procedures to protect system assets and other information resources associated with CCBOE Data.
 - Implement and manage security audit logging on information systems, including computers and network devices

Licenses: In addition to licenses covered in Section II,E, the Contractor must provide a copy of all current licenses, registrations and certifications issued by federal, state and local agencies, and any other licenses, registrations or certifications from any other governmental entity with jurisdiction, allowing the Contractor to perform the covered services, including, but not limited to, licenses, registrations, or certifications.

Background Checks: All employees or contracted staff sent to the CCBOE for any type of service provided on behalf of the Contractor must complete a criminal background check that is kept on file with the Contractor.

SOFTWARE WARRANTY:

Upon acceptance and for 12 months after the date of acceptance of any deliverable that includes software, the Contractor warrants as to all software developed under this contract that: (a) the software will operate on the computer(s) for which the software is intended in the manner described in the relevant software documentation, any Contractor quotes, and as outlined in the contract; (b) the software will be free of any material defects; (c) the Contractor will deliver and maintain relevant and complete software documentation, commentary, and source code; and (d) the source code language used to code the software is readily available in the commercial market, widely used and accepted for the type of programming involved, and support programming in the language is reasonably available in the open market; and (e) the software and all maintenance will be provided in a professional, timely, and efficient manner.

For Commercial Software licensed from a third party that is incorporated into a Deliverable, and for which the CCBOE has not approved a separate license agreement governing that Commercial Software's warranties as part of the contracting process, the Contractor represents and warrants that it has done one of the following things: (a) obtained the right from the third-party licensor to commit to the warranties and maintenance obligations in this Section; (b) obtained a binding commitment from the licensor to make those warranties and maintenance obligations directly to the CCBOE; or (c) fully disclosed in the Contractor's quote any discrepancies between the requirements of this section and the commitment the third-party licensor has made.

In addition, Commercial Software that is incorporated into a Deliverable, the Contractor will: (a) maintain or cause the third-party licensor to maintain the Commercial Software so that it operates in the manner described in the Contract Documents (or any attachment referenced in the Contract Documents) and relevant Commercial Software documentation; (b) supply technical bulletins and updated user guides; (c) supply the CCBOE with updates, improvements, enhancements, and modifications to the Commercial Software and documentation and, if available, the commentary and the source code; (d) correct or replace the Commercial Software and/or remedy any material programming error that is attributable to the Contractor or the third-party licensee; (e) maintain or cause the third-party licensor to maintain the Commercial Software and documentation to reflect changes in the subject matter the Commercial Software deals with; (f) maintain or obtain a commitment from the third-party licensor to maintain the Commercial Software so that it will properly operate in conjunction with changes in the operating environment in which it is designed to operate.

For purposes of the warranties and the delivery requirements in this contract, software documentation means well written, readily understood, clear, and concise instructions for the software's users as well as a system administrator. The software documentation will provide the users of the software with meaningful instructions

on how to take full advantage of all the capabilities designed for end-users. It also means installation and system administration documentation for a system administrator to allow proper control, configuration, and management of the software. Source code means the uncompiled operating instructions for the software. The Contractor will not be obligated to provide source code for Commercial Software unless it is readily available from the licensor. The source code must be provided in the language in which it was written and will include commentary that will allow a competent programmer proficient in the source language to readily interpret the source code and understand the purpose of all routines and subroutines contained within the source code.

SOFTWARE MAINTENANCE:

During the warranty period, as well as any optional maintenance periods that the CCBOE exercises, the Contractor must correct any material programming errors that are attributable to the Contractor within a reasonable period. The CCBOE must notify the Contractor, either orally, or in writing, of a problem with the software and provide sufficient information for the Contractor to identify the problem. The Contractor's response to a programming error will depend upon the severity of the problem.

For programming errors that slow the processing of data by a small degree, render minor and non-mandatory functions of the system inoperable or unstable, or require users or administrators to employ workarounds to fully use the software, Contractor will respond to the request for resolution within four business hours.

Furthermore, the Contractor must begin working on a proper solution for the problem within one business day, dedicating the resources required to fix the problem. For any defects with more significant consequences, including those that render key functions of the system inoperable or significantly slow processing of data, the Contractor will respond within two business hours of notice. The Contractor also must begin working on a proper solution for the problem immediately after responding and, if requested, provide on-site assistance, and dedicate all available resources to resolving the problem.

For software classified as Commercial Software in the Ownership of Deliverables section and for which the CCBOE has not signed a separate license agreement, the Contractor must acquire for the CCBOE the right to maintenance for one year. That maintenance must be the third-party licensor's standard maintenance program, but at a minimum, that maintenance program must include all updates, patches, and fixes to the software. It also must include a commitment to keep the software current with the operating environment in which it is designed to function (and, if applicable, the subject matter covered by the software) and to correct material defects in the software in a timely fashion. Additionally, the Contractor must obtain a commitment from the licensor to make maintenance available for the product for at least five years after the first year of maintenance. The Contractor also must obtain a commitment from the licensor to limit increases in the annual Fee for maintenance to no more than 7% annually. If the licensor is unable to provide maintenance during that five-year period, then the licensor must be committed to doing one of the following two things: (a) give the CCBOE a pro rata refund of the license fee based on a five-year useful life; or (b) release the source code for the software (except third party software) to the CCBOE for use by the CCBOE solely for the purpose of maintaining the copy(ies) of the software for which the CCBOE has a proper license. For purposes of receiving the source code, the CCBOE agrees to treat it as confidential and to be obligated to the requirements under the Confidentiality section of this contract with respect to the source code. That is, with respect to the source code that the CCBOE gets under this section, the CCBOE will do all the things that the Confidentiality section requires the Contractor to do in handling the CCBOE's Confidential Information.



Albert Cloud Monitoring Service

Overview of the Albert Cloud Monitoring Service

The Albert Cloud monitoring service brings the Albert network monitoring service to the cloud. It uses the same trusted and proven IDS engine and rules as our on-premise monitoring service to provide piece of mind for cloud instances. The service is built using CIS Hardened Images and is designed to monitor network traffic going in and out of AWS EC2 instances or Azure Virtual Machine instances. If malicious traffic is detected, just like with our on-premise solution, an alert is generated and processed by the Albert backend. There, the raw alert or alerts are turned into events for analysis by our 24x7 SOC. Next, the SOC analyzes the event for escalation. They will either escalate the event via email or, if the event is found to be a false positive, it is marked as a false positive and not escalated.

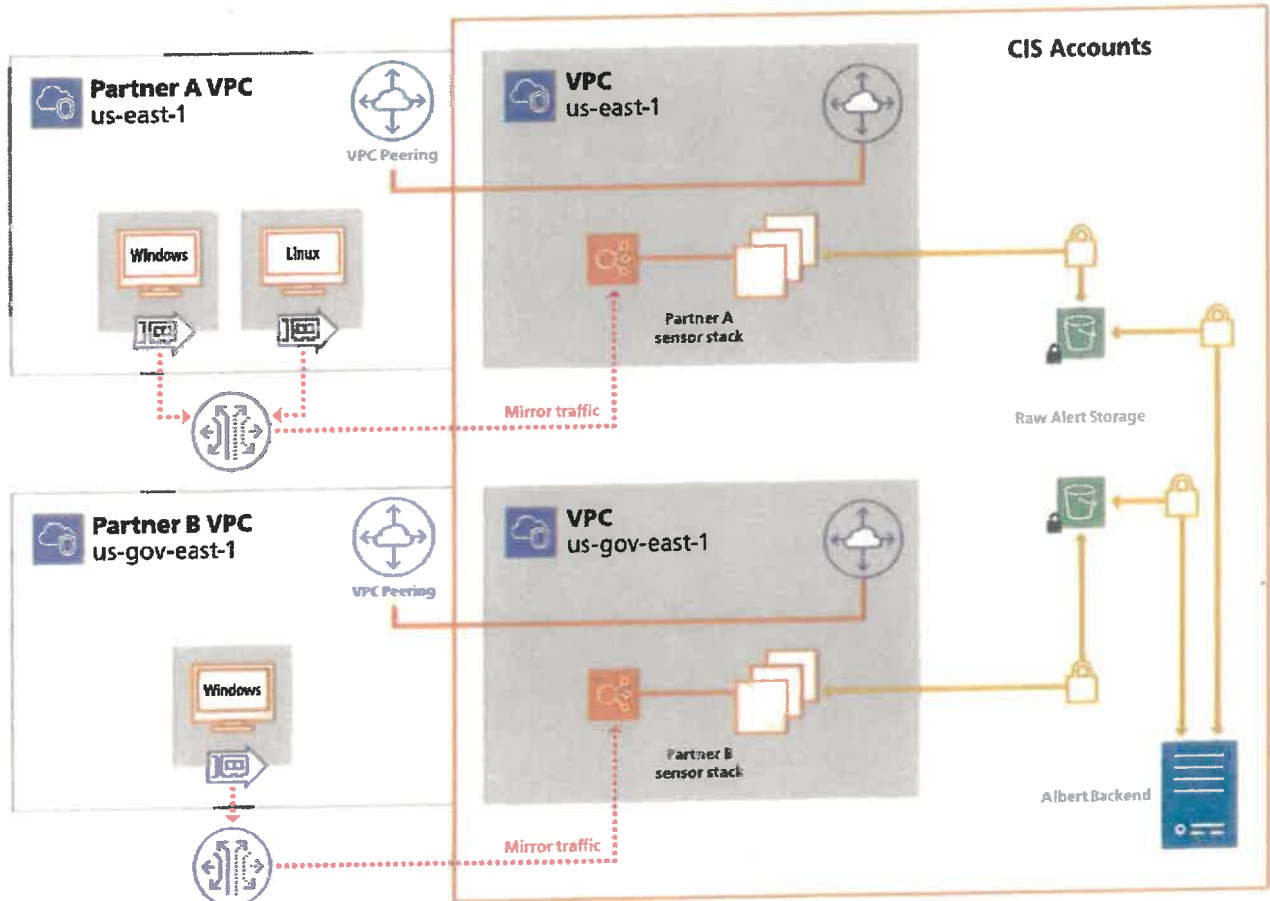
Albert Monitoring for AWS

Albert Cloud monitoring for AWS lets you monitor the network activity of AWS Elastic Compute Cloud or EC2 instances for malicious threats. The Albert service utilizes the native AWS services VPC peering and VPC mirroring to securely send a copy of the traffic going in and out of an instance to an Albert sensor running in CIS's AWS account. Your organization's dedicated Albert sensor or Cloud sensor stack is made up of an Elastic Load balancer and a group of EC2 instances using CIS Hardened Images running in an auto scaling group (ASG). The auto scaling group scales up and down based on network load to reduce costs during times of low traffic. ASGs also provides fault tolerance, from instance or zone failures. The IDS engine running on each instance processes traffic and generates the raw alerts which are encrypted during transmission and at rest in AWS S3 storage. Lastly, the raw alerts are handed off to the Albert backend to be processed, analyzed, and escalated by our SOC Analysts.

Requirements for AWS monitoring

There are minimal requirements for Albert Cloud monitoring in AWS. Currently only Nitro-based EC2 instances can be monitored. This is a requirement of the VPC mirroring service used to mirror traffic from your instance to the Albert sensor stack. Most organizations should be on or planning to migrate to this instance type for EC2 as it is a better cost performance proposition, has enhanced security features, and many other benefits (<https://aws.amazon.com/ec2/nitro/>). You will also need to peer the VPC that the instances to be monitored are in to the VPC that the Albert Cloud sensor is in. Lastly you will need to configure the AWS VPC mirror in your account to use the Albert Cloud sensor. We have developed AWS native automation to assist with these steps so setup of these requirements should be relatively easy.

Albert Monitoring for AWS Logical Diagram



PROPERTY OF CIS – CONFIDENTIAL – SYSTEMS IS STILL IN DEVELOPMENT AND SUBJECT TO CHANGE

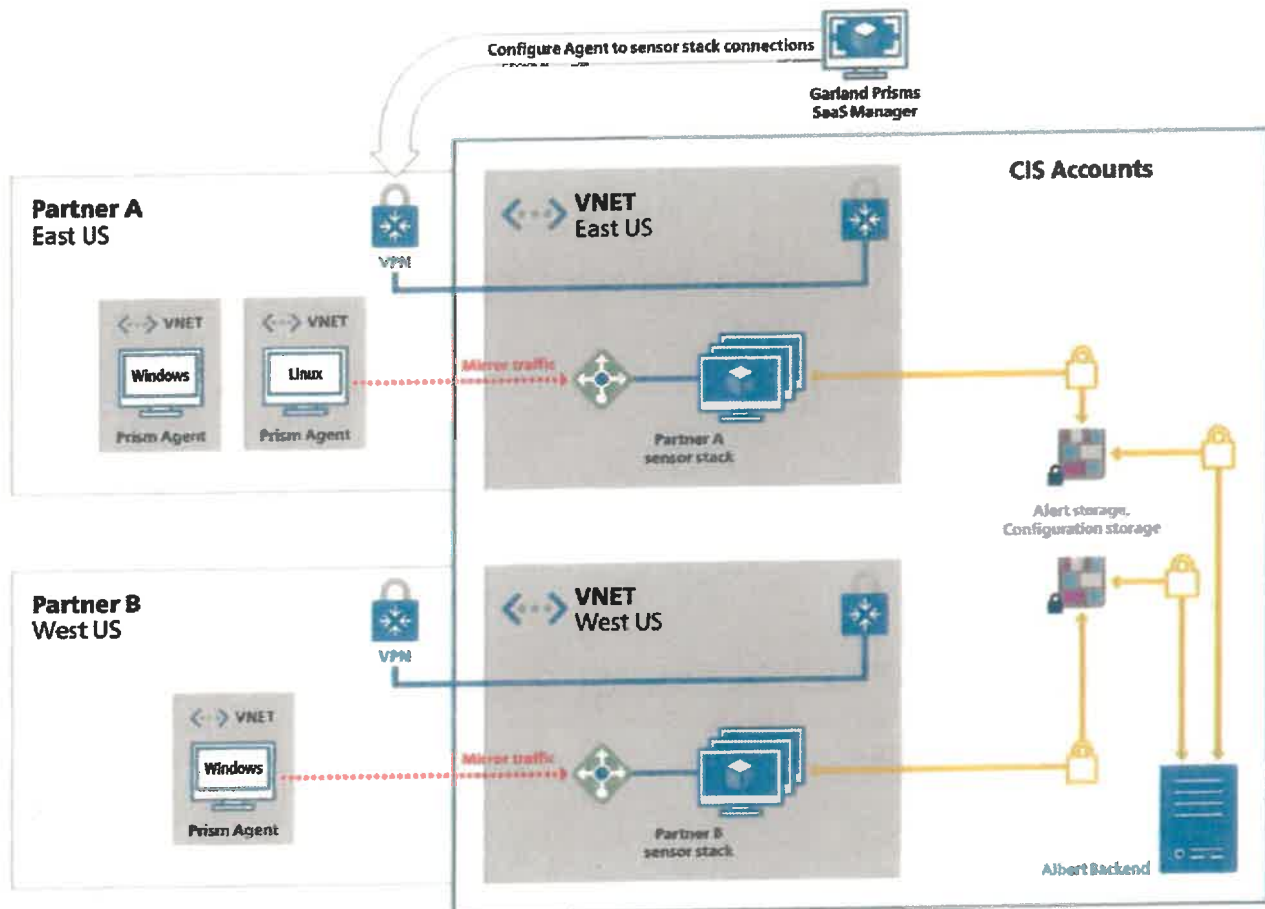
Albert Monitoring for Azure

Albert Cloud monitoring for Azure lets you monitor the network activity of Azure Virtual Machines or VM instances for malicious threats. The monitoring service leverages Garland's Prisms Cloud agent along with Azure VPN to securely send a copy of the traffic going in and out of an instance to an Albert sensor stack running in CIS's Azure account. The mirrored traffic is directed at your organization's dedicated Albert Cloud sensor which is made up of an Azure Load Balancer and a group of VM instances using CIS Hardened Images running in a VM Scale Set. The VM Scale Set scales up and down on demand to reduce costs during times of low traffic and to add fault tolerance if an instance fails. The IDS engine running on each instance processes traffic and generates the raw alerts which are encrypted during transmission and at rest in Azure Blob storage. Lastly, the raw alerts are handed off to the Albert backend to be processed, analyzed, and escalated by our SOC Analysts.

Requirements for Azure monitoring

There are a few additional resources that need to be created in your Azure subscription to support Albert Cloud monitoring in Azure. First a VPN connection must be made using Azure VPN between your organization's VNET and CIS's VNET. The VPN connection provide a cost-efficient method for secure transmission of mirrored traffic to the Albert Cloud sensor. Once that is complete, the Garland Prism agent needs to be installed on each VM to be monitored. The agent is a lightweight process that copies traffic inbound/outbound from your VM to the Albert Cloud sensor. The agent can be installed on Windows or Linux systems using an installer provided by CIS. The installer has a quiet mode to allow for incorporation into any environmental automations your agency may have.

Albert Monitoring for Azure Logical Diagram



PROPERTY OF CIS – CONFIDENTIAL – SYSTEMS IS STILL IN DEVELOPMENT AND SUBJECT TO CHANGE

Albert Cloud Leverages CIS Hardened Images

Albert Cloud uses services specific to the particular cloud service provider (CSP) as well as CIS Hardened Images. CIS Hardened Images are virtual machine images pre-configured to applicable CIS Benchmark recommendations. CIS Benchmarks and their corresponding CIS Hardened Images are used by thousands of organizations for compliance support with DoD Cloud Computing SRG, FedRAMP, PCI DSS, NIST, and HIPAA standards. They help mitigate common threats such as malware, insufficient authorization, and remote intrusion, and are updated every month to address patching and vulnerabilities.

Contact CIS

Visit www.cisecurity.org or email CIS_Services@cisecurity.org.

Voucher Summary

Board Approval Date March 30, 2021

\$339,250.00

	Vendor	Department	Description	Amount
1	CE1700073-02	Tenex Software Solutions	Annual electronic poll book maintenance and software licenses for the period of May 2021 through April 2022.	\$181,250.00
2	CE1900696-01	Tenex Software Solutions	Annual Asset Inventory Management maintenance and software licenses for the period of June 1, 2021 through May 31, 2022.	\$38,000.00
3	PO21001019	Pitney Bowes Global Financial	Postage meter machine reserve account replenish 2021.	\$120,000.00
4				
5				
6				
7				
8				
9				
10				
11				
12				
13				
14				
15				
16				
17				
18				
19				
20				
21				
22				
23				
24				