



BOARD of CLALLAM COUNTY COMMISSIONERS

MINUTES for the week of February 5 – 9, 2024

11b
2/13/24

WORK SESSION – 9 a.m.

The work session convened at 9 a.m., Monday, February 5, 2024. Present were Commissioners Ozias and French, and Deputy Administrator Reyes. Commissioner Johnson and Administrator Mielke were excused.

Items of discussion per the agenda published February 1 were:

- Calendar/Correspondence
- Resolution establishing a Revenue Advisory Committee
- Agreement with Washington Office of the Secretary of State Elections Division for VoteWA data sharing
- Contract with Axon Enterprises for software program Justice Premier
- Purchase order with Motorola Solutions for 5 APX 6500 Mobile Radios
- Landowner Acknowledgment Form in support of a design only grant application for a County Road culvert replacement
- Pre-application questionnaire with Department of Ecology for Terry Husseman Account Funds
- Agreement with Cascadia Consulting Group to update the County's Hazard Mitigation Plan and create a Climate Resiliency Plan
- Agreement Amendment 1 with Department of Ecology for restoration of Olympia oyster populations
- Resolution appointing Pamela Hicks to the Clallam Bay / Sekiu Community Action Team
- Legislative session update
- Agreement with Port Angeles Waterfront Center for Hotel/Motel Tax Funds/\$300,000
- Agreement with Clallam Economic Development Council

Meeting concluded at 10:45 a.m.

REGULAR MEETING OF THE BOARD OF CLALLAM COUNTY COMMISSIONERS

Chair French called the meeting to order at 10 a.m., Tuesday, February 6, 2024. Also present were Commissioner Ozias and Deputy Administrator Reyes. Commissioner Johnson and Administrator Mielke were excused.

REQUEST FOR MODIFICATIONS/APPROVAL OF AGENDA

1g Resolution calling for a hearing to be held on Tuesday, February 20, 2024 at 10:30 a.m. regarding proposed property surplus and public auction

(Moved to Administration and date change to February 20, 2024)

ACTION TAKEN: CMOM to adopt the agenda as modified, CMFs, mc

PUBLIC COMMENT

- Kenneth Reandeau, Port Angeles, commented on work session item Revenue Advisory Committee
- Ed Bowen, Clallam Bay, commented on item 2b and work session item Revenue Advisory Committee

CONSENT AGENDA

- 1a Approval of vouchers for the week of January 29
- 1b Approval of minutes for the week of January 29
- 1c Letter of commitment with Department of Commerce for Coordinating Low Income Housing Planning Grant
- 1d Resolution appointing Grant Herman to the Trails Advisory Committee
- 1e Resolution appointing Jennifer Johnston to the Solid Waste Advisory Committee
- 1f Resolution appointing Katharine Frazier and Harmony Rutter to the Marine Resources Committee
- ~~1g Resolution calling for a hearing to be held on Tuesday, February 13, 2024 at 10:30 a.m. regarding proposed property surplus and public auction (Moved to Administration)~~
- 1h Resolution appointing Alexander Sidles with Sidles Law as Clallam County Hearing Examiner and move forward to execute a contract for Hearing Examiner services

ACTION TAKEN: CMOM to adopt the consent agenda as presented, CMFs, mc

REPORTS AND PRESENTATIONS

- CMO commented on United State Fish and Wildlife Service, Sequim Food Bank annual report, National Association of Counties Conference
- CMF commented on Port Angeles Association of Realtors Meeting, Engineering Excellence Awards Gala, department staff meetings

ADMINISTRATION

- 1g Resolution calling for a hearing to be held on Tuesday, February 20, 2024 at 10:30 a.m. regarding proposed property surplus and public auction

ACTION TAKEN: CMOM to issue notice, CMFs, mc

CONTRACTS AND AGREEMENTS

- 2a Agreement with Washington State Parks and Recreation Commission to enhance recreational boating enforcement and education activities

ACTION TAKEN: CMOM to approve, CMFs, mc

- 2b Agreement with Cascadia Consulting Group to update the County's Hazard Mitigation Plan and create a Climate Resiliency Plan

ACTION TAKEN: CMOM to approve, CMFs, mc

BIDS AND AWARDS

- 3a Proposal opening – Comprehensive Plan Update Services

CONTRACTOR

LDC, Inc.

CDG Watershed

ACTION TAKEN: CMOM to forward the proposals to the Department of Community Development for review and recommendation to the Board of Commissioners, CMFs, mc

PUBLIC COMMENT

- Margaret Walthall, Sequim, commented on Towne Road
- Ed Bowen, Clallam Bay, commented on Elwha migration, Ozette, National Association of Counties Meeting, Veteran Resources, National Oceanic Atmospheric Administration, project lands
- Ed Telenick, Sequim, commented on Department of Community Development, code enforcement, Hearing Examiner
- Thomas Ash, Sequim, commented on Towne Road, selection of firms
- Bradi Bergesen, Sequim, commented on Towne Road
- Pepai Whipple, Sequim, commented on Towne Road
- Derrick Eberle, Sequim, commented on Towne Road
- Paul Hanson, Sequim, commented on Towne Road (see attached)
- Karin Cummins, Sequim, commented on Eberle Family, District Court I, noise ordinance, Bruce Emery, County laptops and stickers, Olympic Discovery Trail, Towne Road
- Karen Hubert, Sequim, commented on Towne Road
- Rick Lehman, Sequim, commented on Towne Road
- Jeff Tozer, Sequim, commented on Towne Road (see attached)
- Kenneth Reandeau, Port Angeles, commented on lack of snow and water
- Kristy Campbell, Sequim, commented on Towne Road
- Denise Lapio, Sequim, commented on illegal immigrants, funds
- Virginia Shogren, Sequim, commented on Clallam Conservation District, piping project, election, Clear Ballot
- Kathleen Keehn, elections

BOARD of CLALLAM COUNTY COMMISSIONERS
MINUTES for the week of January 29 – February 2, 2024
Page 3

- Larry Campbell, Sequim, commented County Attorney
- Nicole Reed, Sequim, commented on County Code violation, Towne Road

Meeting concluded at 11:16 a.m. and continued to 9 a.m., Monday, February 12, 2024.

The Board of Commissioners attended WSAC Virtual Update, Coffee with Colleen, KONP Radio Show and KSQM Radio Show during the week of February 5.

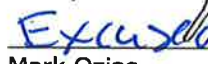
PASSED AND ADOPTED this 13th day of February 2024.

ATTEST:


Loni Gores, MMC, Clerk of the Board

BOARD OF CLALLAM COUNTY COMMISSIONERS


Mike French, Chair

Randy Johnson

Mark Ozias

KEY TO ABBREVIATIONS:

ATM Administrator Todd Mielke
CMO Commissioner Mark Ozias
CRJ Commissioner Randy Johnson
CMF Commissioner Mike French

m moved
mc motion carried
s seconded



Gores, Loni

From: Loni Greninger <lgreninger@jamestowntribe.org>
Sent: Tuesday, January 30, 2024 9:52 AM
To: Ozias, Mark; French, Mike; Johnson, Randy; Emery, Bruce
Cc: Gores, Loni; W Ron. Allen; hhal@jamestowntribe.org; Wendy Clark; rjohnson@jamestowntribe.org
Subject: Jamestown Tribe Letter on Towne Rd Levee Project
Attachments: JST_RE Towne Rd Levee_01.30.2024.pdf

Greetings, County Commissioners and Director Emery,

On behalf of the Jamestown S’Klallam Tribal Council, I am submitting a second comment letter in regards to the next steps on Towne Road. We continue to stand ready in partnering on this project with the County, and coming to a decision that benefits all affected aspects as much as possible. In light of partnership, we are open to any phone calls or meetings to discuss the proposal in our letter.

Thank you for your time,



Loni Greninger, MPA
Vice Chairwoman, Tribal Council
Director, Culture Department
Phone: 360-681-4660
Email: lgreninger@jamestowntribe.org
Address: 1033 Old Blyn Highway
Sequim, WA 98382
Website: www.jamestowntribe.org



JAMESTOWN S'KLALLAM TRIBE

1033 Old Blyn Highway, Sequim, WA 98382

360/683-1109

FAX 360/681-4643

January 30, 2024

Board of Clallam County Commissioners
223 E. 4th Street, Suite 4
Port Angeles, WA 98362

Re: Levee surface/ Towne Rd. - Dungeness Floodplain Restoration

Dear County Commissioners,

I write regarding the matter of whether Towne Rd. would be constructed atop the lower Dungeness levee. Our Tribal Council would like to reiterate our October 10, 2023 recommendation to delay your decision until neighborhood traffic and the demand/benefits analysis of recreational use are better understood with respect or restoring traffic access.

Jamestown stands ready to assist Clallam County with data gathering. Pending Clallam County's request and direction, we will purchase, install, and monitor a pedestrian counter along the levee. Prior to installing the counter, the 'no pedestrian access' signs should be removed. For context regarding potential use, the Tribe recorded nearly 1,000 daily pedestrian trail users at the Railroad Bridge Park in 2023 (annual count of 333,915). As a reminder, our Tribe remains willing to convey 5.1 acres of property to the County (known as the 'Transverse property', near the 0.41 acre already transferred) for trailhead parking and amenities. Additionally, Wendy Clark-Getzin, PE will be available to assist Clallam County retain a traffic study consultant to evaluate the neighborhood traffic and emergency response routes.

As you know, our Tribe has made a significant commitment to the project and has high interest in the ecological integrity of the Dungeness River floodplain and wetland mitigation sites. It is essential that any development is protective of our Treaty resources. Would you please forward the latest stormwater plan and detailed treatment criteria directly to Wendy Clark-Getzin, at wclark@jamestowntribe.org?

We look forward to continuing our great partnership.

Sincerely,

Loni Greninger, MPA
Vice-Chair/ Director of Culture

cc: Bruce Emery, Director of Community Development, Clallam County

6 February, 2024

Board of Clallam County Commissioners,

Re: Towne Rd Paving

Dear Clallam County Commissioners,

Thank you for the opportunity to comment on the various proposals regarding the paving of the added dike portion of Towne Rd. I strongly believe that leaving the unpaved portion as it is would be an enormous benefit to the community by preserving a valuable natural asset while saving county taxpayers significant dollars that could be well spent on higher priority projects.

The following are points I would like to make in support of my view:

Wetland Habitat Experience-

The area traversed by the dike offers a unique opportunity to experience the beautiful wetland system and its flora and fauna as it develops through time. The dike rout currently allows the public to observe and feel the wetland environment with its birds, mammals, reptiles and insects undisturbed by noise and rush of road traffic.

I have been working at Nash's at 1888 Town Rd fairly regularly over the past year, and I always see people and families with young children enjoying the area; walking, biking, walking dogs, and pushing strollers. There are not many places available in the county as accessible to the two population centers for such a rich learning experience. This would not be nearly as valuable with road traffic.

Disturbance and Damage to This Environment-

The paving and opening the dike to daily traffic would cause significant disturbance the wildlife there, as well as to the natural tranquility of the area, thereby degrading the whole asset.

Pollution from the asphalt, vehicle fluids, and tire residue would impose toxic substances that would be detrimental to the fragile wetland system.

Road kill of birds, animals and reptiles would also have an undesirable impact. A Sierra Club article* I read recently highlighted the significant effect roadkill has on wildlife, especially amphibians.

Benefits vs Costs of Opening To Traffic-

The benefits of opening the dike to through traffic are hard for me to appreciate. The shorter distance from the dike entrance onto Sequim Dungeness way along Towne Rd. to the intersection of Towne rd. and Willcox Rd is approximately 2.1 miles, while the distance from those points along Sequim Dungeness- Willcox Rd is 3.8 miles; difference of only 1.7 miles. The

Public Comment
Paul Hanson
2/6/24

time difference would only be approximately one and a half to less than two minutes. As I understand it, the few most affected by the proposals; the Eberlys and Nash's farm, oppose the paving, and the owner of Dungeness Creamer has no preference.

The cost of the paving is bound to be millions of dollars, and I fail to see how that expenditure of scarce tax revenue is justified by the very small benefit to a few folks who feel the need get to Walmart a minute or so faster.

Conclusion:

When coupled with the damage to the public asset as posed by the beautiful environmental experience, as well as to the environment itself, I feel that the benefits of leaving the dike unpaved greatly outweigh the costs.

*Sierra Club Article:

<https://www.sierraclub.org/massachusetts/blog/2019/03/reducing-impacts-roads-wildlife>

Public Comment
Jeff Tozzer
2/6/24

Jeff Tozzer, Jamestown Road, Sequim

Three weeks ago, on January 16th, the Board of Commissioners, the DCD, and the Road Department promised that an update on Towne Road would be provided two weeks from January 15th, or three weeks at the most. Last week I contacted the Board of Commissioners, the DCD, and Administrator Mielke to remind these departments about the promised update and I received no reply. Yesterday, at the three-week mark, no update was provided. To quote Commissioner French's January 16th remarks regarding Towne Road, "When we don't have information to share, sometimes that void is a lot more dangerous than we like to realize."

Last week I had a conversation with a county employee who said, "You know, the commissioners have committed to completing 'Option 2' for Towne Road, so I don't understand why you people are still coming." I can explain why we keep coming, week after week, in just five words: We Don't Trust Our County.

Please understand that only recently did we discover that the county had a closed-door meeting in 2015 that revealed home insurance rates could more than double in Dungeness and emergency response times would increase by three to seven minutes if Towne Road were closed. **The county knew this but did not tell us.**

The road only closed because a project partner breached the old dike ahead of schedule before the new levee was completed. Taxpayers had to foot the bill to accelerate the project. **The county knew this but did not tell us.**

Commissioner Ozias halted the project because 98 signatures had been received asking that the road remain closed, but 140 signatures had been received asking that it remain open. **The county knew this but did not tell us.**

A year ago, Towne Road was going to be funded entirely by money from outside the county but the grants were allowed to expire. Now, county taxpayer funds must be used to complete the project. **The county knew this but did not tell us.**

The county told the public that the road would reopen in September of last year but, at the same time, the county was soliciting bids for automatic, electric, taxpayer-funded gates that would keep Towne Road closed forever. **The county knew this but did not tell us.**

When the county promises an update, but does not provide one, please understand that we, the voters, have lost faith in our elected leaders. The only opportunity we are afforded to communicate this sentiment to you is when you allot us our three minutes to speak, without being able to ask questions.

It's time to restore trust, accountability, and transparency. It is time for questions to be asked and answered, and it's time to allow your constituents to speak for more than three minutes. It is time for a Towne Road update, and it is time for a Town Hall. Please make meeting with us a priority, we want to trust our elected leaders again.

Public Comment
Virginia Shogren
Contract # 100221.18.03
1/6/24
JC
5/15

CLEAR BALLOT SOFTWARE LICENSE AND SERVICES AGREEMENT

This Software License and Services Agreement, dated for reference purposes as of 05/14/2018, ("Effective Date") is entered into between Clear Ballot Group, Inc., a Delaware corporation ("Clear Ballot") and Clallam County, WA, ("Customer").

1 DEFINITIONS

- 1.1 "Authorized Users" means Customer's employees and such other types of users, if any, as may be expressly authorized in an Order and who are performing services solely for the benefit of Customer. Unless expressly provided otherwise in the relevant Software Order, Authorized Users do not include Customer's vendors, contractors, or any other third parties, including technology service providers.
- 1.2 "Days" means calendar days, unless specified otherwise.
- 1.3 "Designated Jurisdiction" means the jurisdiction in which the Licensed Software and Services will be used, and includes all jurisdictions for which the Designated Jurisdiction administers elections on behalf of. The initial Designated Jurisdiction shall be identified in the applicable Software Order.
- 1.4 "Documentation" means the documentation made generally available by Clear Ballot to its customers for use of the Licensed Software, as updated from time-to-time by Clear Ballot in its discretion.
- 1.5 "Licensed Software" means the Object Code version of Clear Ballot's ClearVote Software ("CBG Software") and the Object Code version of any other computer programs to be licensed by Clear Ballot to Customer under a Software Order, including any bug fixes, updates and new releases thereof provided by Clear Ballot as part of Support Services or purchased by Customer under a subsequent Software Order. The Licensed Software shall be used solely for the purposes of defining an election and tabulating and reporting election results in the Designated Jurisdiction. The term "Licensed Software" also includes any and all Documentation applicable to such computer programs.
- 1.6 "Object Code" means computer programs assembled or compiled, which are readable and usable by reverse-engineering.
- 1.7 "Order" means a request to license Licensed Software (a "Software Order") or purchase Services (a "Service Order") under this Agreement. Each Order will be sequentially numbered and specifically reference this Agreement.
- 1.8 "Services" means, collectively, any Support Services or Professional Services, both as defined below, purchased by Customer under an Order.
- 1.9 "Source Code" means computer programs written in higher-level programming languages, sometimes accompanied by English language comments. Source Code is intelligible to trained programmers and may be translated to Object Code for operation on computer equipment through the process of compiling.
- 1.9.1 "Source Code Escrow" means the storage of the Source Code in an account with an independent third-party escrow provider.
- 1.10 "Warranty Period" means three-hundred-sixty-five (365) calendar days for ClearVote Software from the completion of Final Acceptance (as defined in the SOW) testing by the Designated Jurisdiction.

2 SOFTWARE, SUPPORT AND SERVICE ORDERS

- 2.1 *Master Agreement.* This is a master agreement under which Customer may order software products, services and support from Clear Ballot. Clear Ballot's acceptance of any Order made by Customer under this Agreement shall be subject to all applicable provisions of this Agreement, as well as any additional provisions that may be set forth in the Order. In the event of conflicting terms or conditions, the terms of the Agreement shall govern. Exhibit 1 (Purchase Order), Exhibit 2 (Maintenance Services), and the Clear Ballot Statement of Work (SOW) are attached to this contract and by reference incorporated herein.
- 2.2 *Software Orders.* Customer may order software products by using a Software Order in the form shown in Purchase Order. Upon Clear Ballot's receipt of a Purchase Order from Customer, the software products described in the Purchase Order will be "Licensed Software" for purposes of this Agreement.
- 2.3 *Support.* Customer support will be accessible via phone, e-mail, and a secure web portal on the Clear Ballot website. Detail on support is set forth in the Maintenance Services, attached hereto as Exhibit 2.
- 2.4 *Service Orders.* Customer may order on-site support and services for the Licensed Software by signing and delivering to Clear Ballot an order in a form reasonably approved by Clear Ballot.

3 LICENSE AND RESTRICTIONS

CLEAR BALLOT SOFTWARE LICENSE AND SERVICES AGREEMENT

3.1 Grant of License. Subject to the terms and conditions of this Agreement and provided Customer has paid all undisputed fees and costs due under this Agreement, Clear Ballot grants Customer a perpetual, nonexclusive, nontransferable license to use the Licensed Software during the term set forth in the applicable Software Order. Authorized Users may use the Licensed Software on Licensee's behalf for the purposes contemplated herein. Customer shall ensure Authorized Users comply with all relevant terms of this Agreement and any breach by an Authorized User will constitute a breach by Customer. Customer may make a single copy of the Licensed Software for backup and archival purposes.

3.2 Restrictions on Use. Except as expressly authorized by this Agreement, Customer may not knowingly (i) use or permit the Licensed Software to be used in any manner, whether directly or indirectly, that would enable Customer's employees, agents, or any other person or entity to use the Licensed Software in any jurisdiction other than the Designated Jurisdiction or for anyone's benefit other than Customer, (ii) rent, sell, assign, lease, sublicense, or otherwise transfer the Licensed Software, (iii) derive or attempt to derive the Source Code, source files, or structure of all or any portion of the Licensed Software by reverse engineering, disassembly, decompilation, or any other means, except to the extent permitted by applicable law, (iv) copy, translate, port, modify, or make derivative works based on the Licensed Software, (v) use the Licensed Software except as set forth in the Documentation, (vi) use the Licensed Software or Clear Ballot Confidential Information to contest the validity of any Clear Ballot intellectual property, including the Licensed Software; (vii) modify, remove, or destroy any proprietary markings or confidentiality legends placed upon or contained within the Licensed Software, the Documentation, or any related materials; (viii) use the Licensed Software in a manner to compete with Clear Ballot or to assist a third party in competing with Clear Ballot; (ix) except with Clear Ballot's prior written consent, use the Licensed Software outside the Designated Jurisdiction; (ix) operate a service bureau or other similar service for the benefit of third parties using the Licensed Software; (x) export, directly or indirectly, the Licensed Software from the United States; or (xi) disclose the Licensed Software to any non-U.S. national in the United States in violation of any United States export or other similar law (e.g., unauthorized "deemed exports").

3.3 Minimum System Configuration. The minimum hardware and software requirements for proper operation of the Licensed Software are set forth in the Software Order or the relevant Documentation. Such minimum requirements shall not be augmented or otherwise revised to significantly increase the requirements or render existing hardware or software unsupportable without Clear Ballot providing to Customer at least 180 days prior written notice of Clear Ballot's intent to do so. Customer shall be solely responsible for purchasing, providing and installing all other required equipment, networks, peripherals and hardware not included in the Statement of Work.

3.4 Intellectual Property Ownership. The Licensed Software contains material that is protected by United States copyright, trade secret law and other intellectual property law, and by international treaty provisions. All rights not expressly granted to Customer under this Agreement are reserved by Clear Ballot. All copyrights, patents, trade secrets, trademarks, service marks, tradenames, moral rights and other intellectual property and proprietary rights in the Licensed Software and Services will remain the sole and exclusive property of Clear Ballot or its licensors, as applicable. Customer agrees and acknowledges that (i) Except in the case of any work product contracted for by Customer pursuant to a mutually agreed Statement of Work and specified in such Statement of Work as work-made-for-hire under Section 101 of Title 17 of the United States code, and developed by Clear Ballot under said Statement of Work, Clear Ballot will be the exclusive owner of all right, title and interest in and to all software, programming, tools, documentation, materials and other intellectual property of any kind used, developed, or delivered by Clear Ballot to Customer in connection with this Agreement; and (ii) this is not a work-made-for-hire agreement under Section 101 of Title 17 of the United States Code.

3.5 Feedback. Customer may provide suggestions, comments, or other feedback (collectively, "Feedback") to Clear Ballot with respect to its products and services, including the Licensed Software. Feedback is voluntary and Clear Ballot is not required to hold it in confidence and may use Feedback for any purpose without obligation of any kind. To the extent a license is required under Customer's intellectual property rights to make use of the Feedback, Customer hereby grants Clear Ballot an irrevocable, non-exclusive, perpetual, royalty-free license to use the Feedback in connection with Clear Ballot's business, including enhancement of the Licensed Software.

3.6 License Term. The term of the license granted in Section 3.1 (Grant of License) will commence upon execution of the relevant Software Order and continue for the term specified in the Order, unless earlier terminated in accordance with the provisions of this Agreement.

4 TERM

This Agreement shall be effective as of the Effective Date and continue in effect until the expiration or termination of all Orders (the "Term").

5 FEES, EXPENSES AND TAXES

Payment Terms. Customer will pay the license, service and support fees required under the mutually executed Orders, all of which will be billed on an annual basis, payable in advance. Customer will reimburse Clear Ballot for reasonable special or unusual expenses incurred at Customer's specific written request. Provided that the work described in the invoice has been completed in accordance with the terms of the Order and accepted by County, all undisputed amounts to be paid by Customer are due and payable thirty (30) Days after Customer's receipt of the complete and accurate invoice. All payments not disputed in good faith by Customer and not made by Customer within ninety (90) days of when due will be subject to late charges of the lesser of (i) one percent (1.0%) per month of the overdue amount or (ii) the maximum amount permitted under applicable law. Customer will pay all sales, use and excise taxes relating to, or under, this Agreement, exclusive of taxes based on or measured by Clear Ballot's net income, unless Customer is exempt from the payment of such taxes and provides Clear Ballot with evidence of the exemption.

6 HARDWARE

6.1 *Hardware.* Although the Licensed Software may be used with scanners made by various manufacturers, the Licensed Software is only supported when used with scanners described in the Documentation.

6.2 *Hardware Discounts.* During the Term, and provided Customer is in compliance with this agreement and has paid all undisputed fees and costs due under this Agreement, Customer will be eligible to receive Clear Ballot's pricing when Customer purchases, leases, or rents scanners from the Hardware manufacturer described in the Documentation. Customer shall be responsible for negotiating all other terms of such rental, purchase, or support agreements with said manufacturer or their authorized reseller.

7 LIMITED WARRANTIES

7.1 *Licensed Software.* Clear Ballot warrants that during the Warranty Period the Licensed Software will operate in substantial conformance with the Documentation. All warranty claims not made in writing within the Warranty Period will be deemed waived. This warranty is contingent on the proper installation and use of the Licensed Software as described in the Documentation. Clear Ballot further warrants it will use commercially reasonable efforts to screen the Licensed Software prior to delivery to Customer for viruses, Trojan horses and other malicious code (collectively "Malicious Code Breach").

7.2 *Services.* Clear Ballot warrants that any Services will be performed in a professional, workmanlike manner and shall substantially conform to the specifications set forth in the applicable Service Order for a period of thirty (30) Days from the date of completion, unless specified otherwise in the Service Order.

7.3 *Exclusive Remedy.* The foregoing warranties are solely for the benefit of Customer and Customer shall have no authority to extend such warranty to any third party. The sole and exclusive remedy of Customer and the sole and exclusive liability of Clear Ballot for breach of the foregoing warranties, shall be: (1) at Customer's sole discretion, to seek repair or replacement of the non-conforming Licensed Software, or (2) for Services performed by Clear Ballot or an authorized sub-contractor, re-performance of the relevant Services at no additional cost to Customer, or (3) In the case of Clear Ballot's Malicious Code Breach of the County's systems, Clear Ballot shall be fully liable to County for any costs or expenses, including, but not limited to, any County staff time, that results from said breach. In the event of such an introduction into the County's systems, Clear Ballot shall fully cooperate, at its sole expense, with County's subsequent efforts to mitigate the effect of any such introduction. Clear Ballot shall not be responsible for use of the Licensed Software if not operated substantially in a manner recommended in the Documentation or any material failure by Customer to use due care in the use and validation of the results produced by the Licensed Software.

7.4 *Modification of Licensed Software.* Except as otherwise agreed in writing by the parties, any modification to the Licensed Software by Customer or any third party engaged by Customer, or failure by Customer to reasonably implement any improvements or updates to the Licensed Software as supplied by Clear Ballot, shall void Clear Ballot's support obligations under the relevant Support Order and Clear

CLEAR BALLOT SOFTWARE LICENSE AND SERVICES AGREEMENT

Ballot's warranties under this Section 7 (Limited Warranties), to the extent any failure or error results from such modification.

7.5 Disclaimer of Other Warranties. EXCEPT AS SPECIFICALLY PROVIDED IN THIS SECTION 7 (LIMITED WARRANTIES) AND CLEAR BALLOT'S OBLIGATIONS UNDER ANY CERTIFICATIONS WHICH CLEAR BALLOT IS REQUIRED TO MAINTAIN, THE LICENSED SOFTWARE AND ANY SERVICES ARE PROVIDED TO CUSTOMER "AS IS," WITH ALL FAULTS, AND WITHOUT WARRANTY OF ANY KIND. EXCEPT FOR CLEAR BALLOT'S OBLIGATIONS UNDER ANY CERTIFICATIONS WHICH CLEAR BALLOT IS REQUIRED TO MAINTAIN, CLEAR BALLOT EXPRESSLY DISCLAIMS ALL WARRANTIES, EXPRESS AND IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, QUALITY OF INFORMATION, QUIET ENJOYMENT, AND FITNESS FOR A PARTICULAR PURPOSE. EXCEPT FOR CLEAR BALLOT'S OBLIGATIONS UNDER ANY CERTIFICATIONS WHICH CLEAR BALLOT IS REQUIRED TO MAINTAIN, CLEAR BALLOT DOES NOT WARRANT THAT THE LICENSED SOFTWARE AND ANY SERVICES WILL MEET CUSTOMER'S REQUIREMENTS OR THAT THE OPERATION OF THE LICENSED SOFTWARE WILL BE UNINTERRUPTED OR ERROR-FREE. EXCEPT FOR CLEAR BALLOT'S OBLIGATIONS UNDER ANY CERTIFICATIONS WHICH CLEAR BALLOT IS REQUIRED TO MAINTAIN, CLEAR BALLOT DOES NOT WARRANT OR MAKE ANY REPRESENTATION REGARDING THE USE OR THE RESULTS OF THE USE OF THE LICENSED SOFTWARE OR RELATED DOCUMENTATION IN TERMS OF THEIR CORRECTNESS, ACCURACY, QUALITY, RELIABILITY, APPROPRIATENESS FOR A PARTICULAR TASK OR APPLICATION, OR OTHERWISE. NO ORAL OR WRITTEN INFORMATION OR ADVICE GIVEN BY CLEAR BALLOT OR CLEAR BALLOT'S AUTHORIZED REPRESENTATIVES SHALL CREATE A WARRANTY OR IN ANY WAY INCREASE THE SCOPE OF THE WARRANTIES PROVIDED IN THIS SECTION 7 (LIMITED WARRANTIES). If applicable law affords Customer implied warranties, guarantees, or conditions despite these exclusions, those warranties will be limited to one (1) year and Customer's remedies will be limited to the maximum extent allowed by Sections 7.5 (Disclaimer of Other Warranties) and 10 (Limitations of Liability and Actions).

8 INDEMNIFICATION

8.1 Clear Ballot Indemnity. Clear Ballot will defend, indemnify and hold harmless Customer and its affiliates, officers, directors, employees and agents from any and all third party claims, losses, damages, liabilities, costs and expenses (including reasonable attorneys' fees) arising from: (a) a claim by a third party that Customer's licensed use of the Licensed Software infringes that third party's United States patent, copyright, or trade secret rights, or (b) Clear Ballot's breach of Confidential Data, or (c) Clear Ballot's Malicious Code Breach. The foregoing is contingent upon Customer promptly notifying Clear Ballot in writing of the claim, permitting Clear Ballot sole authority to control the defense or settlement of the claim and providing Clear Ballot reasonable assistance (at Clear Ballot's expense) in connection with the defense and settlement. If a claim of infringement under this Section 8.1 (Clear Ballot Indemnity) occurs, or if Clear Ballot determines a claim of infringement is likely to occur, Clear Ballot will have the right, in its sole discretion, to either (i) procure for Customer the right or license to continue to use the Licensed Software, or (ii) modify the Licensed Software to make it non-infringing, providing that such modifications do not impair, diminish or otherwise reduce the functionality or value of the Licensed Software. If neither of these remedies is reasonably available to Clear Ballot, Clear Ballot may, in its sole discretion, terminate the relevant Orders and return the prorated portion of any pre-paid, unused fees for the relevant Licensed Software. Notwithstanding the foregoing, Clear Ballot will have no obligation with respect to any claim of infringement that is based upon or arises out of (a) the use or combination of the Licensed Software with any hardware, software, products, data except Confidential Data, or other materials not provided by or authorized by Clear Ballot, (b) modification or alteration of the Licensed Software by anyone other than Clear Ballot or any party expressly authorized by Clear Ballot to modify the Licensed Software, (c) use of the Licensed Software in excess of the rights granted in this Agreement, (d) any specifications, data except Confidential Data, or intellectual property provided by Customer (collectively, the "Excluded Claims"). The provisions of this Section 8.1 (Clear Ballot Indemnity) state the sole and exclusive obligations and liability of Clear Ballot and its licensors and suppliers for any claim of intellectual property infringement arising out of or relating to the Licensed Software, Services, or this Agreement, and are in lieu of any implied warranties of non-infringement, Confidential Data breach, or Malicious Code Breach, all of which are expressly disclaimed.

8.2 *Customer Indemnity.* Customer will defend, indemnify and hold harmless Clear Ballot and its affiliates, officers, directors, employees and agents from any and all third-party claims, losses, damages, liabilities, costs and expenses (including reasonable attorneys' fees) arising from (i) Customer's use of the Licensed Software in excess of the rights expressly granted in this Agreement, (ii) the Excluded Claims. The foregoing indemnification obligation of Customer is contingent upon Clear Ballot promptly notifying Customer in writing of such claim, permitting Customer sole authority to control the defense or settlement of such claim and providing Customer reasonable assistance (at Customer's expense) in connection with the defense and settlement.

9 AUDIT

9.1 *Audit of Customer by Clear Ballot.* During the Term of this Agreement and for one (1) year thereafter, no more than once in any twelve (12) month period, Clear Ballot may audit Customer's use of the Licensed Software ("Audit"). An Audit may include the inspection and review of computers or servers on which the Licensed Software has been installed or hosted, and records, procedures, or business practices that relate to Customer's performance under and compliance with the terms of this Agreement. Clear Ballot shall provide Customer reasonable advance notice of an Audit, which must be performed by Clear Ballot. Customer will reasonably cooperate with Clear Ballot in the conduct of the Audit. Audits will be conducted during Customer's normal business hours and shall in no event disrupt Customer's business. The cost of the Audit shall be borne by Clear Ballot. In the event that Customer is found by Clear Ballot to be out of compliance with the terms of this Agreement, Clear Ballot shall notify Customer of the Clear Ballot's findings, in detail. Customer shall have fifteen (15) days to review Clear Ballot's findings and respond to Clear Ballot and become compliant.

9.2 *Customer Access to Records.* Clear Ballot shall retain, maintain and keep accessible all records relevant to this Agreement ("Records") for a minimum of six (6) years, following Term of the Agreement, or as may be required by applicable law, or until the conclusion of any audit, controversy or litigation arising out of or related to this Agreement, whichever is later. Clear Ballot shall maintain all financial Records in accordance with generally accepted accounting principles. All other Records shall be maintained to the extent necessary to clearly reflect actions taken. During this record retention period, Clear Ballot shall permit the County's authorized representatives access to the Records at reasonable times and places for purposes of examination and copying.

10 LIMITATIONS OF LIABILITY AND ACTIONS

EXCEPT FOR CLEAR BALLOT'S BREACH OF CONFIDENTIAL INFORMATION, THIRD PARTY CLAIMS OF INTELLECTUAL PROPERTY INFRINGEMENT, OR MALICIOUS CODE, CLEAR BALLOT SHALL NOT BE LIABLE TO CUSTOMER OR TO ANY THIRD PARTY FOR ANY INCIDENTAL, CONSEQUENTIAL, PUNITIVE, OR OTHER SIMILAR DAMAGES ARISING OUT OF OR RELATED TO THIS AGREEMENT, EVEN IF CLEAR BALLOT HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, AND (II) EXCEPT FOR CLEAR BALLOT'S BREACH OF CONFIDENTIAL INFORMATION, THIRD PARTY CLAIMS OF INTELLECTUAL PROPERTY INFRINGEMENT, OR MALICIOUS CODE, CLEAR BALLOT'S AGGREGATE LIABILITY TO CUSTOMER AND ANY THIRD PARTY FOR ALL DAMAGES, LOSSES AND CAUSES OF ACTION (WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE), OR OTHERWISE) SHALL NOT EXCEED THE CONTRACT VALUE.

11 CONFIDENTIALITY

11.1 *Definition of Confidential Information.* "Confidential Information" means, with respect to a party hereto, all information or material which is marked "Confidential." Clear Ballot's Confidential Information includes any trade secrets related to the Licensed Software. Customer's Confidential Information is described at paragraph 14 of the General Conditions (Exhibit A).

11.2 *Exclusions.* Except as required by law or statute, Confidential Information will not include any information or material, or any element thereof, to the extent any such information or material, or any element thereof (i) has previously become or is generally known, unless it has become generally known through a breach of this Agreement or a similar confidentiality or non-disclosure agreement, (ii) was already rightfully known to the Receiving Party prior to being disclosed by or obtained from the Disclosing Party as evidenced by written records kept in the ordinary course of business of or by proof of actual use by the Receiving Party, (iii) has been or is hereafter rightfully received by the Receiving Party from a third person (other than the Disclosing Party) without restriction or disclosure and without breach of a duty of

confidentiality to the Disclosing Party, or (iv) has been independently developed by the Receiving Party without access to Confidential Information of the Disclosing Party.

11.3 Treatment of Confidential Information. Each party recognizes the importance of the other's Confidential Information. In particular, each party recognizes and agrees that the Confidential Information of the other is critical to their respective businesses and that neither party would enter into this Agreement without assurance that such information and the value thereof will be protected as provided in this Section and elsewhere in this Agreement. Accordingly, each party agrees as follows: (i) the Receiving Party will hold any and all Confidential Information it obtains in strictest confidence and will use and permit use of Confidential Information solely for the purposes of this Agreement; and (ii) without limiting the foregoing, the Receiving Party will use at least the same degree of care, but no less than reasonable care, to avoid disclosure or use of this Confidential Information as the Receiving Party employs with respect to its own Confidential Information of a like importance.

11.4 Compelled Disclosures. To the extent required by applicable law or by lawful order or requirement of a court or governmental authority having competent jurisdiction over the Receiving Party, the Receiving Party may disclose Confidential Information in accordance with such law or order or requirement, subject to the following conditions: **Public Disclosure Act.** Notwithstanding any provision in any agreement between the parties, including parts 3.2, 8.1 and 11 of this Exhibit B, Clear Ballot recognizes that Customer is a public agency subject the state Public Disclosure Act, RCW 42.56 and the County has a duty to provide third parties with access to all documents (defined broadly), "containing information relating to the conduct of government," and that this obligation extends to documents in the sole possession of Clear Ballot used by it and/or by the County for purposes relating to this Agreement. Upon receipt of a public disclosure request for any material which is the subject of this agreement, Customer will promptly notify Clear Ballot of the request. Clear Ballot will within 5 business days elect and notify Customer, whether it will at its own expense commence court action to protect the material from disclosure or provide Customer with the requested documents. If Clear Ballot does elect to seek such protection or fails to fulfill its obligations pursuant to this section, and due in whole or in part to such failure a court of competent jurisdiction imposes a penalty upon Customer for violation of the Public Records Act, Clear Ballot will fully defend and indemnify Customer from any liability, including costs, attorney fees and statutory penalties, which may arise under the Public Disclosure Act in connection with the request. The obligations created by this section shall survive the termination of this Agreement.

11.5 Records Retention. Similarly, Clear Ballot recognizes that Customer is subject to state record retention regulations, including RCW 40.14, and Licensee will comply with all such requirements.

12 TERMINATION

12.1 Breach. If either party fails to observe or perform any material obligation under this Agreement, the non-defaulting party may give written notice to the defaulting party specifying the material failure. If the material failure is not corrected or a mutually agreed plan to correct the failure has not been established by the parties working together in good faith within thirty (30) Days after the date of such notice, the non-defaulting party may terminate this Agreement upon written notice to the defaulting party. The right of the non-defaulting party to terminate this Agreement under this Section 12.1 (Breach) is in addition to all other rights that are available to it under this Agreement, at law, or in equity. Notwithstanding the foregoing, if Customer fails to make payments as required hereunder and such failure is not cured within fifteen (15) days of notice from Clear Ballot, Clear Ballot may immediately (i) terminate Customer's license to the Licensed Software and (ii) cease performing all Services hereunder, including Support Services.

12.2 Termination for Convenience. Customer may, at any time, elect to terminate this Agreement or an individual Order at Customer's convenience (i.e., for any reason whatsoever or no reason at all) provided Customer provides Clear Ballot with forty-five (45) Days prior written notice.

12.3 Bankruptcy and Insolvency. Either party may terminate this Agreement on written notice to the other party, if the other party becomes insolvent or bankrupt, admits its inability to pay its debts as they mature, or takes action for the purpose of entering into winding-up, dissolution, bankruptcy, reorganization, or similar proceedings that are analogous in purpose or effect, or an action has been instituted against the other party. In the event that Clear Ballot is no longer solvent or no longer able to provide the agreed upon support for the Licensed Software, the Source Code Escrow shall be released to Customer and Customer shall receive all rights necessary to run and maintain the Licensed Software.

12.4 De-certification. If Clear Ballot fails to maintain any required certifications which are necessary to provide the Licensed Software, Customer may give written notice to the Clear Ballot of Customer's intent

CLEAR BALLOT SOFTWARE LICENSE AND SERVICES AGREEMENT

to terminate the Agreement or any Service Order. If Clear Ballot is unable to acquire the necessary certification within a reasonable, mutually agreed upon timeframe, at Customer's sole discretion, Customer may terminate the Agreement or any Service Order.

12.5 Disposition of Licensed Software on Termination. Upon the expiration or termination of this Agreement for any reason, the license and all other rights granted to Customer hereunder shall immediately cease, and Customer shall (i) return the Licensed Software to Clear Ballot together with all reproductions and modifications of the Licensed Software and all copies of any Documentation, notes and other materials respecting the Licensed Software, (ii) attest that Customer shall no longer use or allow to be used the Licensed Software, (iii) provide Clear Ballot a written certification that Customer has ceased all use of the software and has complied with all of its obligations under this Section.

13 GENERAL

13.1 Government Restricted Rights. The Licensed Software is provided with Restricted Rights. Use, duplication, or disclosure by the Government is subject to restrictions set forth in subparagraphs (a) through (d) of the Commercial Computer Software Restricted Rights at FAR clause 52.227-19 or in subparagraph (c)(1)(ii) of the Rights in Technical Data and Computer Software clause at DFARS 252.227-7013 et seq. or its successor. The Licensed Software constitutes proprietary data, all rights of which are reserved under the copyright laws of the United States.

13.2 Waiver, Amendment, Or Modification. The waiver, amendment, or modification of any provision of this Agreement, or any right, power, or remedy hereunder, shall not be effective unless made in writing and signed by the party against whom enforcement of such waiver is sought, or in the case of amendment, or modification unless signed by both parties. The terms of this Agreement shall not be amended or changed by the terms of any purchase order or acknowledgement issued by Customer even though Clear Ballot may have accepted or signed such documents. No failure or delay by either party in exercising any right, power, or remedy with respect to any of its rights hereunder shall operate as a waiver thereof.

13.3 Notice. All notices, demands, or consents given under this Agreement will be in writing and will be deemed given when delivered personally, or three (3) Days after deposit in the mail (certified or registered mail), or one (1) Day after being sent by overnight courier, to the receiving party at the address set forth in this Agreement or at such other address given by either party to the other in writing.

13.4 Entire Agreement. This Agreement, together with the Orders, and any exhibits attached hereto, constitutes the entire agreement between the parties in connection with the subject matter hereof and supersedes all prior and contemporaneous agreements, understandings, negotiations and discussions, whether oral or written, of the parties, and there are no warranties, representations, or agreements between the parties in connection with the subject matter hereof except as specifically set forth or referred to herein. In the event of any conflict between the body of this Agreement and any Orders or exhibits, the body of this Agreement shall control.

13.5 Assignment. Neither party may assign this Agreement without the express, written consent of the other party. With such written consent, the assigning party may assign this Agreement to any entity acquiring or merging with assigning party, or to whom assigning party transfers all or substantially all of its assets, provided the resulting use, functionality, and support of the Licensed Software remains consistent with the terms of this Agreement and with the scope of use made by assigning party immediately before the assignment. All the terms and provisions of this Agreement shall be binding upon and inure to the benefit of the parties hereto, and their successors and assigns and legal representatives.

13.5.1 Sub-Contractors. Clear Ballot shall not subcontract any of the work required by this Agreement without the prior written consent of Customer.

If any subcontractors are authorized by Customer, Clear Ballot shall be responsible for the satisfactory completion of all requirements, deliverables, and services hereunder, and Clear Ballot shall remain liable for all acts and omissions of subcontractor.

13.6 Governing Law; Severability. The validity, construction and performance of this Agreement and the legal relations among the parties to this Agreement shall be governed by and construed in accordance with the laws of the State of Washington, excluding that body of law applicable to choice of law. If any provision of this Agreement or the application of any such provision shall be held by a court of competent jurisdiction to be contrary to law, the remaining provisions of this Agreement shall continue in full force and effect.

13.7 Construction. The section headings in this Agreement are for convenience of reference only, will not

CLEAR BALLOT SOFTWARE LICENSE AND SERVICES AGREEMENT

be deemed to a part of this Agreement, and will not be referred to in connection with the construction or interpretation of this Agreement. Unless otherwise expressly stated, the words "herein," "hereof," and "hereunder" and other words of similar import refer to sections of this Agreement as a whole and not to any particular section, subsection, or other subpart of this Agreement. The words "include" and "including" shall not be construed as terms of limitation and shall, in all instances, be interpreted as meaning "including, but not limited to."

13.8 *Relationship Of The Parties.* Clear Ballot is an independent contractor under this Agreement, and nothing herein shall be construed to create a partnership, joint venture, or agency relationship between the parties hereto. Neither party shall have authority to enter into agreements of any kind on behalf of the other party and shall have no power or authority to bind or obligate the other party in any manner to any other third party.

13.9 *Survival.* The following Sections shall survive expiration or termination of this Agreement: 3.5 (Feedback); 5 (Fees, Expenses and Taxes) (to the extent of fees accrued prior to the date of termination), 7.5 (Disclaimer of Other Warranties); 8 (Indemnification); 9 (Audit); 10 (Limitations of Liability and Actions); 12.5 (Disposition of Licensed Software On Termination); and 13 (General).

13.10 *Force Majeure.* Except for Customer's payment obligations, neither party will be liable for any failure or delay in performance under this Agreement which is due to any event beyond the reasonable control of such party, including fire, explosion, unavailability of utilities or raw materials, unavailability of components, labor difficulties, war, riot, act of God, export control regulation, laws, judgments, or government instructions.

13.11 *Counterparts.* This Agreement may be executed simultaneously in two (2) or more counterparts, each of which will be deemed an original, but all of which together will constitute the same Agreement.

13.12 *Agreement Drafted By All Parties.* This Agreement is the result of arm's length negotiations between the parties and shall be construed to have been drafted by all parties such that any ambiguities in this Agreement shall not be construed against either party.

The parties have executed this Agreement to become effective as of the Effective Date.

CUSTOMER | CLALLAM COUNTY, WA
Board of Commissioners

BY: *M. Ozias*

Mark Ozias
(PRINTED NAME)

Chair
(TITLE)

5/15/2018
(DATE)

CLEAR BALLOT GROUP, INC.

BY: *Robert F. Hoyt*

Robert Hoyt
(PRINTED NAME)

President
(TITLE)

4/30/18
(DATE)

CLEAR BALLOT SOFTWARE LICENSE AND SERVICES AGREEMENT

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CUSTOMER | CLALLAM COUNTY, WA

CLEAR BALLOT GROUP, INC.

BY: _____ BY: _____

(PRINTED NAME)

(PRINTED NAME)

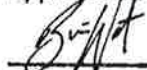
(TITLE)

(TITLE)

(DATE)

(DATE)

Approved as to form only by:

 4/27/2018
Brian Wendt
Deputy Prosecuting Attorney
Clallam County

**EXHIBIT 1
PURCHASE ORDER**

This Purchase Order is entered into by and between Clear Ballot Group, Inc. ("Clear Ballot") and Clallam County, pursuant to the Clear Ballot Group Standard Contract (the "Agreement") between the parties. The terms and conditions set forth in the Agreement shall have the same meaning when used as defined terms in this Purchase Order. In the event of any conflict between the body of the Agreement and this Purchase Order, the body of the Agreement shall prevail.

1. Proposed Configuration

Item	Quantity	Unit Cost with Discount	Total
Hardware			
Fujitsu fi-6400 Scanner Bundle Fujitsu Scanner ScanStation Laptop Laptop Stand Tabulation Software Required Cables ScanAid Maintenance Kit	1	\$25,000	\$25,000
Fujitsu fi-6400 Backup Scanner Includes 1-year basic support	1	\$12,568	\$12,568
ClearAccess Vote Center Bundle All-in-One Computer Oki Printer Oki Toner EZ Access Keypad Headphones USB Stick	1	\$4,300	\$4,300
<u>Optional ClearAccess Items</u>			
Sip/Puff Breeze	0	\$590	
Sip/Puff 100 Tubes	0	\$220	
Storage Case	0	\$600	
ClearDesign Server	1	\$4,775	\$4,775
ClearCount Server	1	\$5,900	\$5,900
Admin/Adjudication Station	2	\$2,300	\$4,600
RFP Discount	1	(\$5,000)	(\$5,000)
Hardware Total			\$52,143
Software			
Perpetual ClearDesign Enterprise Software License	1	\$25,489	\$25,489
Perpetual ClearCount Enterprise Software License	1	\$25,489	\$25,489
Discount: Early Adopter-2018	15%	(\$7,647)	(\$7,647)
Discount: RFP	5%	(\$2,548)	(\$2,548)

Exhibit 1 – Purchase Order

Software Total			\$40,783
Services			
Project Management	1	\$18,000	\$18,000
Implementation	1	\$6,500	\$6,500
Training	6	\$1,500	\$9,000
Discount: Early Adopter-2018	15%	(\$5,025)	(\$5,025)
Discount: RFP	10%	(\$3,350)	(\$3,350)
Services Total			\$25,125
PURCHASE PRICE			\$118,051

2. Annual Support Costs

Annual Support, Maintenance and Warranty costs are due annually on the anniversary of the execution of this agreement. The initial purchase price includes 12 months of technical support, software maintenance and hardware warranty. Listed below are the annual costs for the extension of those services included as part of this agreement. After year 5, Annual Support Costs will increase at not more than 3% annually.

Item	Quantity		Total
Year 2			
Hardware License, Maintenance and Support Fee	1		\$6,920
Software License, Maintenance and Support Fee	1		\$12,744
Year 3			
Hardware License, Maintenance and Support Fee	1		\$6,920
Software License, Maintenance and Support Fee	1		\$12,744
Year 4			
Hardware License, Maintenance and Support Fee	1		\$6,920
Software License, Maintenance and Support Fee	1		\$12,744
Year 5			
Hardware License, Maintenance and Support Fee	1		\$6,920
Software License, Maintenance and Support Fee	1		\$12,744

Exhibit 1 – Purchase Order

3. Payment Schedule

As part of this agreement the County agrees to the following payment terms and milestones. Clear Ballot's Customer Success team will work closely with the County's designated Project Team to ensure signoff at each phase of this implementation in accordance with this payment schedule.

Milestone	Payment Amount	Deliverable
1st Payment		
Hardware and Software Purchase	\$52,143.00	100% of Hardware, billed on delivery
	\$20,391.50	50% of Software, billed at contract signing
2nd Payment		
Hardware and Software Installation	\$8,156.60	20% of Software
	\$12,562.50	50% of Services
3rd Payment		
Acceptance Testing Completion	\$8,156.60	20% of Software
	\$12,562.50	50% of Services
4th Payment		
Final Acceptance Testing Completion	\$4,078.30	10% of Software

EXHIBIT 2 MAINTENANCE SERVICES

Clear Ballot Maintenance Services will be accessible via phone, e-mail, and a secure web portal on the Clear Ballot website. Clear Ballot will respond to issues raised through one of these channels promptly.

1. Overview

The objective of Clear Ballot Maintenance Services is to earn and maintain customer trust and satisfaction. The Clear Ballot Customer Support organization provides support during all phases of the election.

The Clear Ballot Help Desk is available by telephone or email. Alternatively, customers may enter their issues into Clear Ballot's secure Support Portal system. Customers can also access the Clear Ballot online FAQ (knowledge base), which is updated regularly, and the online user forums. Clear Ballot's customer support portal may be unavailable to customers during routine maintenance.

Clear Ballot customer support organization works closely with our training and documentation staff to ensure that all materials are accurate, comprehensive, and up to date. If support is on a procedural or non-proprietary matter is required, Clear Ballot customer support staff may arrange a web conference or demonstration.

On an ongoing basis, Clear Ballot hosts User Group meetings. Statewide user group meetings may be held, as well as national group meetings can be scheduled in the future with key accounts. Key accounts can provide useful product feedback and system enhancement recommendations.

2. Clear Ballot Support Staff

The Clear Ballot customer support organization includes the following staff members, to be named at project kickoff.

- Project Manager for implementation
- Customer Success Manager
- Technical Support Representative
- National Customer Success Manager
- Full access to Tier 1 – Tier 3 support staff through Desk.com

3. Clear Ballot Support Portal (Powered by Desk.com)

The secure web portal (powered by Desk.com) will allow counties to submit issues, inquire about past issues and solutions, and engage a forum for county administrators to assist one another in determining and disseminating best practices and answers to common questions. While Clear Ballot reserves the right to moderate the forum, it does not plan to restrict the statements made by county representatives on the forum, nor does it take responsibility for any views expressed, suggestions provided, or information posted by non-Clear Ballot personnel.

4. Software Upgrades

Clear Ballot Maintenance Services shall also include the Customer's access to software upgrades and new releases issued by Clear Ballot during the term of the Maintenance Services.

5. Third Party Hardware

Clear Ballot has designed its products to operate with specified hardware licensed to Customer by third parties. Clear Ballot provides all maintenance services in connection with Clear Ballot products and is available to serve as the Customer's intermediary in the resolution of hardware issues. In that fashion, any identified problem can be addressed efficiently and seamlessly. Clear Ballot shall on the Customer's behalf place service calls to the hardware manufacturer's service staff, and coordinate with the Customer third party hardware service visits. The Customer shall be responsible for allowing for technical visits in accordance with standard terms and conditions. Hardware warranties run in favor of the Customer and are subject to standard exclusions.

Hardware manufacturer's service times are currently listed as follows:

Dell – ProSupport – 24x7 phone-based troubleshooting - Next Business Day On-Service: After telephone-based troubleshooting, replacement parts and a ProSupport technician arrive on-site, the next business day. Parts, labor and travel included.

Fujitsu - Annual Basic Service Program – 8x5 Next Business Day onsite. Next business day onsite technical assistance and parts and dispatched after phone support and diagnostics are conducted. - 2 Cleanings per year, parts, labor, travel included. Ongoing consumables are the Customer's responsibility.

Lenovo – 24x7 service window - 4hr on-site response time after phone diagnostics. Includes phone support and trouble-shooting, onsite hardware repair or replacement, parts and labor and travel.

6. Support Services Matrix

Customer Success support is provided at no additional cost to the customer. First year support is included in the up-front cost of acquiring the ClearVote system, and additional years are covered under the annual maintenance and support fee.

Outside of election cycle coverage, support is provided during regular business hours. During election cycle coverage, Clear Ballot's Customer Success team supports customers whenever they are using ClearVote products, with response and escalation times as noted below. Clear Ballot's Customer Success model means that "if you're working, we're working".

Clear Ballot Support	Response Time Guarantee	Escalation Time Period
Off-Election Cycle	Next Business Day*	2 Days**
Election Cycle (E-60 through Canvass)	2 Hour Response**	4 Hours**
Peak Election Cycle (E-7 to E+7)	1 Hour*	2 Hours**

*Note: Clear Ballot will respond to the Customer within the times set forth above within the election cycle. Clear Ballot will attempt to resolve the deficiency or help with questions that address the issue within the "Escalation Time Period". Clear Ballot further agrees to address on a priority basis any deficiency of the Clear Ballot software which may affect its function during the ClearDesign election cycle. Should the software deficiency require a software upgrade, Clear Ballot will work diligently with the Secretary of State's office to provide information and review of any required software updates.

**Note: Resolution will be on a best effort basis. Proper testing is the best method to ensure that problems arise outside of critical timeframes. Additionally, should software modifications be required, the Secretary of State's office may need to provide administrative approval prior to installing an updated version of software.

On-Site Support: Clear Ballot will provide on-site election coverage for any elections run prior to final acceptance of the Clear Ballot system in this agreement. After final acceptance, the Customer will schedule on-site election support or additional training on an as needed basis by contacting their Customer Success manager. This support will be provided at current price list service rates.

7. Clear Ballot Additional Support Services

A list of additional services Clear Ballot can provide to Customer follows.

- Training – the following courses can be provided to Customer new hires and temporary workers.
 - a. Product training
 - ClearDesign administration and ballot preparation
 - ClearCount administration and operation

Exhibit 2 – Maintenance Services

- ClearAccess administration and operation
 - Acceptance testing ClearDesign, ClearCount, ClearAccess
- b. Voting Center Worker training - ClearAccess:
 - Train-the-trainer
- c. Warehouse staff:
 - Acceptance testing
 - Configuration and testing equipment prior to deployment to voting centers
- Election Support Services
 - a. Assistance with election programming and ballot layout
 - b. Assistance with Logic and Accuracy Testing
 - c. Assistance with ballot tabulation and election night reporting
 - d. Voting center rovers
 - e. Customer phone bank and help desk staffing – Tier 1 and Tier 2 support
- 8. For support services price schedule, please see the Clear Ballot Price List. These prices are inclusive of travel, lodging, and incidental costs. Price List may be updated periodically, and Clear Ballot will provide County 30 days notice.
- 9. Ongoing annual maintenance beyond the term of this agreement may be processed as a simple Purchase Order.

EXHIBIT C
STATEMENT OF WORK (SOW)

On the date of the latest signature hereto ("SOW Effective Date"), Clallam County, WA and Clear Ballot hereby attach and incorporate this Statement of Work ("SOW") pursuant to the Clear Ballot Software License and Services Agreement ("Agreement") entered into by the parties effective on the Effective Date set forth therein. Capitalized terms used but not defined in this SOW, shall have the meanings given to them in the Agreement.

A Statement of Work issued under the Agreement is within the scope of this project when it concerns hardware, software, consulting, integration, or training services related to the implementation of the Clear Ballot voting tabulation system as described in Clear Ballot's response to Clallam County's Election Ballot Tabulation System Replacement RFP.

Project Goals and Objectives

The goals and objectives of the new contracts include:

- Replace the County's scanning and tabulation systems with a system that is scalable as our voter registration rate grows and can readily be modified to work with new versions of operating systems, so we are no longer restricted in our ability to move away from unsupported operating systems.
- Replace vendor-built scanners with cost effective common off-the-shelf scanners that can be supported by a wider range of vendors at a lower cost of ownership.
- Make the tabulation of votes speedier and improve efficiency of the ballot adjudication process (ability to scan and adjudicate simultaneously at full capacity with no lag, or to adjudicate at a later time without holding up batches) to provide more timely election results to the public.
- Increased scan reliability through modern technologies that can read dirty and damaged ballots.
- Reduce the number of ballots that need to be hand duplicated before being scanned by utilizing scanners that can scan all paper types and sizes and a digital adjudication process that allows ballots that cannot be resolved by the computer to be resolved without the need for manual duplication.
- Maintain high quality standards for ballot design and production.
- Enhance audit capabilities, transparency and openness to public scrutiny through canned and ad-hoc reporting capabilities.
- Improve system administration capabilities by providing easy to use menus, profile settings, and audit reports.
- Increase voter outreach opportunities through modern accessible voting unit technologies that are easily portable, wireless, and can remotely connect to and interface with the Election Management and Tabulation Systems.

Statement of Work

Statement of Work Overview

This statement of work identifies required solutions, services and support, future requests and optional, value-added solutions and support.

- **Required Solutions, Services and Support:** The items listed in subsection 3.2 describe the solutions

- **Future Requests:** The County reserves the right to request functions, features, and or support in the future as it relates to the tabulation system as well as the accessible voting units, including, but not limited to:
 - Functions/Features as mandated by changes in law
 - Functions/Features that may be identified as custom
 - Additional Reports
 - Modifications to support agreements

Required Solutions, Services and Support

The following sections describe the scope of work for this project. These solutions, services, and support are required as part of the Contract and Contractor's scope of work. **Note: Any and all documentation delivered to the Counties by the Contractor is to be delivered in soft copy (electronically).**

The Contractor shall provide the County with a Washington State Certified Tabulation System (including all hardware and software associated with ballot design, scan, adjudication, tabulation and results reporting).

Project Initiation & Planning Deliverables

The Contractor shall provide the County with the following deliverables. The deliverables will be written in laymen's terms and be written in such a way that a person unfamiliar with such products or processes could understand and follow along.

- **Project Work Breakdown Structure**, which includes at a minimum:
 - Tasks and durations
 - Start and finish dates
 - Resource assignments
 - Dependencies (internal and external to the project)
- **Project Management Plan**, which includes at a minimum:
 - Status Reporting Process (Counties prefer weekly)
 - Issue Tracking and Escalation Process
 - Risk Mitigation Plan
 - Communication Plan
 - Conflict Resolution Plan
- **Architecture and Technical Specifications**, which includes at a minimum:
 - System architecture diagrams
 - Recommended server configurations
 - Recommended database configurations
 - Recommended scanner configurations
 - Recommended network configurations
 - Recommended tabulation room configurations
 - Recommended scan/adjudication room configurations
 - Recommended tablet configurations
 - Recommended printer configurations.
- **Test Plan**, which includes at a minimum:
 - Test cases. These shall be tracked back to requirements and shall be comprehensive to include all test cases proposed by the Counties and adequate tests for all requirements. They shall also include pass/fail criteria.
 - Changes, modifications and corrective action tracking system.
 - Number of rounds of testing/bug fixes for each type of testing.
 - Test methodology, including roles and responsibilities for both the Contractor and the Counties to execute tests and evaluate results.
- **Training Plan**, which includes at a minimum:
 - County staff that require training (i.e., role type).

- Number of classes for each type of training, including technical training, system administrator training, and end-user training (i.e., beginning, advanced, etc.).
- Length of classes.
- Resource needs for training classes (i.e., projector, computers, etc.)

Functional Requirements

The proposed solution must have the following capabilities at no additional cost to the County:

- Enable the County to achieve the goals defined in Project Goals and Objectives.
- Process voted ballots up to six (6) weeks before each Election Day, and suppress election results until 8 pm, Pacific Standard Time (PST) on election night.
- Process typical ballot volumes experienced by the County in a reasonable timeframe and should enable the County to improve its current throughput.
- Import election definition data from the State of Washington's Voter Registration Data Base (VRDB) and Washington Election Information (WEI) systems.
- Export ballots for printing by 3rd party service providers.
- Extract election results and format them for publishing to the County's web sites.
- Support centralized tallying of paper ballots.
- Extract data for publishing to the State of Washington's reporting system.
- Designed to guarantee the security and integrity of election data.
- Enable the County to create and design ballots in house.

Technical Requirements

Overview of Technical Requirements

The system must, by design, operate in a standalone state utilizing an isolated network infrastructure. Publishing results and accessing State of Washington resources will utilize County private networks for transport. The Contractor is responsible for providing security infrastructure to isolate and protect the tabulation systems from each County's wide area networks or other connected private networks. The Contractor shall be responsible for supporting both the hardware and software components of the system on an ongoing basis. As such, we do not have specific technical requirements other than any technical requirements required for certification by the State of Washington and those found in attachments to this RFP. The County prefers a system that is architected, from both a software and hardware standpoint, to be flexible enough to:

- Accommodate future changes in functional requirements.
- Leverage new hardware technologies as upgrades become available
- Accommodate future operating system upgrades.
- Enable the vendor to deliver ClearVote software patches and upgrades in a timely manner.
- Provide upgrades required or necessitated by changes in state law.

Other Technical Requirements

- Technical Documentation – During the planning phase of the project, Contractor shall provide the County with the technical documentation and activities identified below:
 - Promote from Test to Production Plan – detailing steps necessary to promote tested and approved configuration changes from the Test environment to the Production environment.
 - Test Plan & Testing –
 - The Contractor shall work with the County to develop an overall Test Plan for installed application, and coordinate and conduct each test in a manner acceptable to the County. The Test Plan must be submitted to the County for review and Acceptance 10 Days prior to when testing is scheduled.
 - Testing should include, at a minimum, system/unit testing, functional testing, quality assurance testing, performance/load testing, backup-restore testing, interface testing, results reporting testing (web/online and state) and user Acceptance Testing. The Contractor will be responsible for execution of the test plan, which shall include the test cases and County-performed testing activities proposed by the County.

- The County may conduct a security/penetration test and may require participation by the Contractor when needed, at no additional cost to the County.
 - After all of the components of the system have been completed to the satisfaction of the County, the County will conduct User Acceptance Testing. The County will report any defects to the Contractor immediately for correction.
 - If any defects are found, the Contractor will provide a written plan to achieve Acceptance or to make corrections or replacements that are Acceptable to the County.
- Training & Documentation – The Contractor shall deliver training and training materials to system administrators and end-users. The Contractor shall develop a Training Plan that will be Acceptable to the County to fully prepare the system administrators to support the system and the end users to use the system. The training will be held at a location to be determined by the County and will be 'just in time' training (meaning, training will occur immediately prior to implementation of the system at the specified location). The Training Plan and materials must be submitted in soft copy (electronically) to the County for review and Acceptance prior to training.
 - Technical Support & Documentation – The Contractor shall provide technical assistance and written documentation to the County's IT staff on the system's configuration and customization, testing and troubleshooting. The Contractor will also provide documentation on the system's database, services and other items to the County for the implementation and support for future support and reports.

3.2.4 Implementation Requirements

- The County expects the solution to be fully implemented in time to be used in the August 2018 primary election (August Election).
- The County expects a turn-key solution. Contractor will be responsible for procuring and installing all hardware components of the solution and for installing and configuring all software components of the solution.
- The Contractor shall assign skilled and experienced staff to complete the deliverables described in this Statement of Work, including at a minimum: system design, hardware delivery, implementation, configuration and customization, testing, training, and go-live support. The County shall reserve the right to reject any of the Contractor's employees or subcontractors whose qualifications do not meet the standards established by the County as necessary for the performance of Services or whom the County identifies as being unacceptable.
- Go-Live Support – Upon the County's request, the Contractor shall provide, at no additional cost to the County, at least one (1) support staff for the August Election using the new tabulation system and accessible voting units. This resource will be available to provide onsite election support. The County may require (upon request) Contractor resource(s) to be onsite to support subsequent elections.
- Deliverables, Solutions, and Service Acceptance - Installed solutions and services shall meet the standard performance as proposed and mutually agreed to by the County and the Contractor. Solutions and services are accepted after running in production for either two (2) special elections or one (1) primary or general election without material defect in accordance with the Contract in the County's fully implemented production environments and when the County's staff have been trained in accordance with the requirements set forth in this RFP and any mutually agreed upon adjustments.

Key Assumptions:

- The County will first use the system at the August Election.
- Installation and training will be complete as agreed upon in an official project plan.
- Designing and printing ballots is the most immediately critical task that the system needs to support to prepare for the August Election. Therefore, configuration and testing of the ClearDesign module should take place as early in the schedule as possible.
- County will select a ballot-printing vendor for certification by Clear Ballot.

Goals and Objectives:

- Implement the system in time to conduct the August Election.
- Increase the efficiency of the ballot-tallying process.
- Increase the accuracy and transparency of the voting process.
- Redesign the current ballot-tallying process to leverage the innovative features of ClearVote, including on-screen adjudication.

Project Schedule:

The project shall be initiated and completed pursuant to a mutually agreed upon schedule and work plan.

Scheduling assumptions:

- Hardware requirements will be finalized prior to signing the Agreement, since the cost needs to be finalized to complete the Agreement.
- To be most efficient in time and resources, Clear Ballot proposes to conduct the ClearDesign installation and training before the ClearAccess and ClearCount installation and training, to focus on ensuring that the ability to design and print ballots is in place in time for the August Election.

Implementation Process:

Kick-off Meeting:

A kick-off meeting will be held soon after the Agreement is executed.

Purpose of the kick-off meeting will be to review the scope and schedule, roles and responsibilities, ground rules, etc. Clear Ballot shall be responsible for the meeting agenda with input from the County.

Planning:

The primary planning that needs to take place on the County's part prior to beginning implementation is identifying the resources that will need to take part and ensuring the availability of those resources at the appropriate times.

Training and Testing:

Training will be a combination of in person and online training as outlined below.

Acceptance testing will also be conducted on-site and shall adhere to the concepts and procedures further described in the Testing section and the Acceptance Criteria section below.

Requirements for the Solution:

The following requirements will be included in the Acceptance Test:

Requirement	Acceptance Criteria
WEI Import	County staff can import data from a past election in and demonstrate the data was imported with zero errors.
Ballot Design	County staff can design ballot styles from a past election to Washington State Election standards.
Creating ballot definition files and importing them into ClearVote to set up the election.	County staff can import data from a past election into ClearVote to set up an election with zero errors.
Exporting raw data for analysis and ad hoc	County staff has exported data and been able to

Attachment 1 – Statement of Work

reporting	import it into Microsoft Excel.
Archiving elections and ballot images	Election has been archived to backup storage medium along with ballot images.
Restoring an archived election	County staff can restore an archived election.

The following requirements will be included in the Final Acceptance Test, to occur concurrent with the August Election:

Requirement	Acceptance Criteria
Scanning ballots and performing online adjudication	County staff has scanned a minimum of 2,000 ballots on each scanner with a jam rate of less than 0.2% (two ballots per 1,000) On-screen adjudication decisions for ballots scanned during acceptance testing are reflected in the results for 100% of the ballots.
Ability to locate the paper ballot associated with an image stored in the system	County staff can locate 10 paper ballots, selected by County, based on information associated with images stored in the system.
Exporting results	County staff is able to export results data with zero errors.

Deliverables:

- Detailed project plan.
- Hardware (including scanners, workstations/ScanServer, AVUs and laptops) delivered to the County in new condition and installed and in working order.
- Installation of ClearDesign, ClearAccess and ClearCount software.
- Configuration of ClearDesign, including GEMS import.
- Results export suitable for upload.

Hardware, Software, and/or Storage Design, Installation, and/or Consulting:

- Clear Ballot shall be responsible for procuring, configuring and shipping all hardware to County.
- Clear Ballot staff shall be responsible for installing hardware and software, with assistance from County Elections or IT staff as needed. County shall provide at least one (1) Elections staff member and one (1) IT staff member to participate/observe the hardware and software installation to become familiar with the installation procedures.

Project Management:

- Clear Ballot shall have primary project management responsibility and shall be responsible for ensuring that the project is completed on time and on budget.
- Clear Ballot shall provide regular status reports to the Project Sponsor and County Project Manager. At a minimum, the status report should include tasks at risk/in jeopardy, tasks completed, estimate of time required to complete tasks in progress, and tasks planned to start in the upcoming week.

County Responsibilities:

- County will ensure that County Elections and IT staff are available to work with Clear Ballot when needed.
- County will be responsible for providing furniture needed in the counting area (tables, chairs, etc.).
- County will be responsible for selecting a third-party, ballot-printing vendor and making any necessary arrangements for printing ballots.

Contractor Responsibilities:

- Clear Ballot shall have primary project management responsibility.
- Clear Ballot shall notify the County in advance as to what resources are required and when.
- Clear Ballot shall be responsible for procuring, configuring, shipping and installing all hardware.
- Clear Ballot shall be responsible for installing software, with County participation.
- Clear Ballot shall be responsible for conducting training and shall provide the necessary equipment and training materials, unless prior arrangements have been made with the County.
- Clear Ballot shall be responsible for certifying any ballot printer(s) selected by the County.

Integration:

- Determine if there is any third-party hardware system that ClearVote must integrate with.
- Integrate with WEI for:
 - The import of precincts, districts and district cross reference information.
 - Update of voter registration population numbers.
 - Transfer of ballot type information back to WEI.
- Integrate with the state WEI system for the import of office and candidate information, and for the transfer of results to the state reporting system.

Training:

Training shall consist of the following:

- Training shall be conducted by Clear Ballot staff.
- Training shall consist of the following 7 courses:
 - ClearVote Overview
 - ClearVote Installation and Setup
 - ClearVote System Administration
 - ClearVote Operations and General Maintenance
 - Using ClearCount
 - Using ClearAccess
 - Using ClearDesign
- Clear Ballot shall work with the County to develop a detailed training schedule. The schedule shall identify the date, time and location for each course and the attendees for each course. The timing requirement for the schedule is to allow adequate time for staff to arrange their schedules to be able to attend. Any contracted training days that are not utilized for the August Election may be rolled forward and used any time in 2018.
- Clear Ballot shall provide manuals and training materials.

Testing:

Acceptance Test Plan:

A detailed acceptance test plan shall be developed as part of the project. At a high level, the acceptance test plan must demonstrate that the system can support items defined in the Requirements section of this SOW to the satisfaction of the County.

Final Acceptance Testing:

The Solution shall be considered fully accepted following the successful completion of the August Election ("Final Acceptance").

Acceptance Criteria or Procedure:

Acceptance criteria for all standard features of the system are described in the table entitled "Requirements for Solution" and will be based on an acceptance test that will exercise all system functions that the County will use in the course of conducting an election.

System Documentation and Manuals:

Clear Ballot shall provide one complete set of product documentation in PDF format. Said documentation shall be maintained on Clear Ballot's online support portal. This documentation shall include all technical, database, application, training and user documentation and manuals.

Knowledge Transfer:

Clear Ballot shall provide knowledge transfer to ensure County staff are fully capable of using and supporting the Solution. Such knowledge transfer will be facilitated by the following:

- County staff will work alongside Clear Ballot staff when Clear Ballot staff are installing Software and Hardware or performing any other standard configuration and maintenance on the system.
- County staff will participate in formal training as described in the Training Section of this SOW.
- County staff will participate in an acceptance test that will simulate the actual ballot-tallying process as closely as possible.

Voter Education and Outreach:

Voter education and outreach materials shall be provided to the County to help enable public interaction. Materials shall include three video clips on mutually agreed upon topics, ClearAccess voter instruction cards, press release templates, and assistance with social media outreach and website embedding.

Contractor shall provide, and County shall have all rights to use a variety of clean, high-quality images of products being purchased. Including:

- Scanners
- Clear Access Vote Center Bundle
- Mobile units
- Voters with disabilities using touch screen (or other adaptive equipment)
- Vote visualization examples and images

Additional education and outreach programs can be developed in conjunction with Clear Ballot and the County at mutually agreed upon prices. These may include advertising/PR campaigns, artwork, graphics, and staffing or planning for onsite mock elections in nursing homes and schools.

Change Order Process:

If a change in the scope, schedule, or cost of this SOW is necessary, such change shall be documented, communicated, and agreed upon following the following Change Control Process.

The Change Control Process applies whenever a change request is submitted. A change request can be cost or no-cost and can apply to a project aspect, such as scope, time, cost, process, or contractual terms.

The type of change being requested will determine the level of resolution and sign off authority required to make the change effective.

On the contractor side, the project manager has overall responsibility for executing the change management process for each change request.

- Identify the need for a change (Stakeholders) – Change requestor will submit a completed change request form to the project manager.
- The project manager will keep a log of all submitted change requests throughout the project's lifecycle.
- The project manager will conduct a preliminary analysis on the impact of the change to risk, cost, schedule, and scope and seek clarification from team members and the change requestor.
- The project manager will submit the change request, as well as the preliminary analysis, to Clear Ballot for review.
- Clear Ballot will discuss the proposed change and decide whether it will be approved based on all submitted information.
- If a change is approved by Clear Ballot, the project manager will update and re-baseline project documentation as necessary.

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On the County side, the County PM and/or the Elections Manager are the point of contact for all changes. The County PM and/or Elections Manager have authority to approve and prioritize no-cost change requests and changes that do not affect communicated deployment timelines and payment milestones. The County PM will consult internally within the County as necessary to determine the appropriate level of escalation for changes which may have significant impact on cost, scope, schedule, or quality.

Both the Contractor and County PMs are responsible to disseminate the change request information to their stakeholders.

Public Comment
Kathleen Keehn

August 14, 2023, Pre-certification of Primary Election in Clallam County

Please accept this public comment for the Pre-Certification meeting of the Clallam County Canvassing Board on August 14, 2023. Please include these comments in the minutes for the meeting.

Washington State Constitution guarantees a Free and Equal Election, but this is not what our canvassing team sees. The WA State Voter Research Project canvassed 865 voters at 331 addresses in Clallam County that voted in the 2020 election and found 35% anomalies. The canvass represented only about 1% of the total voters in the county. I presented this data to this canvassing board in the pre-certification for the 2022 primary election as well as the general election in November 2022. The detail of this report was submitted to Sheriff King about 6 months ago which would allow for ample time to verify at least these individual voter rolls prior to this election. How very concerning to see these potentially un-valid voters continuing to vote in our elections!

RCW 29A.84.720 Willful neglect or refusal to perform legal duty relating to elections.

In the August 2023 primary election, we found twenty duplicates from our 2020 canvass that voted. This was concerning so we re-canvassed these 20 voters to learn the truth.

There was a dozen that had incorrect/outdated data in the voter rolls and or in the assessor's database.

One voter I met was mentally challenged when I said he is not voting anyway his caregiver shook her head, "no". If he is incapable of voting, then who is voting for him?

I found 6 unidentified voters that were listed at addresses where they did not live.

There were two voters from out of state, one lives in DC and another in Mobile, Alabama. One of these voters is in the service but I have no way of checking to find out if that could be legitimate because I do not have access to those databases. The other has an out of state mailing address and sold the house from where he cast his vote 3 years ago!

One voter was still listed at the old address that was changed 5-6 years ago when the new street was created! He said, "They should really update the vote rolls."

There were 10 voters canvassed that did check out as legitimate. All 20 should have been correct because ALL of them voted in this election. It is the duty of the auditor to verify and update the voter rolls. This is now the third time I have stood before this board to request the rolls be validated and cleaned.

My experience with this canvassing board clearly demonstrates you are unlikely to do your duty to correct these records and will continue to count and certify invalid votes.

RCW 29A.84.720 Willful neglect or refusal to perform legal duty relating to elections. Class C Felony

Respectfully submitted,

Kathleen Keehn