Polk County Memorandum of Understanding FVAP Grant Program, Travis County Consortium

This Memorandum of Understanding (MOU) is made and entered into as of the date last signed below ("the Effective Date"), by and between Democracy Live, Inc., a Delaware corporation with offices at 2900 NE Blakeley St, Seattle, WA 98105 and Polk County Texas ("Customer"} with offices at 101 W Church St, Livingston, TX 77351.

It is noted and agreed that Customer has agreed to be part of the Travis County Texas Consortium to receive the Democracy Live OmniBallot Electronic Ballot Delivery System through the Federal Voting Assistance Program Grant ("FVAP Grant Program"). As the Lead County Travis County, Texas is responsible for all invoicing and reporting on behalf of Customer under the Consortium. For convenience and efficiency, each consortium county has authorized the lead county to act as it's agent for the purpose of receiving and processing funding under the FVAP Grant Program.

The Parties hereby agree to the terms and conditions below:

1. **License:** Subject to the terms and conditions of this Agreement and the FVAP Grant Program, Democracy Live will provide Customer a hosted Cloud-based MOVE ACT compliant electronic ballot delivery system ("OmniBallot") for use during the term of the FVAP Grant Program for qualified voters.

   Democracy Live hereby grants Customer a limited, non-exclusive, no transferrable license to use OmniBallot during the term of this Agreement.

2. **Fees:** All fees due under this Agreement are covered by the FVAP Grant Program and will be for by the county consortium lead, Travis County Texas.

3. **Term:** This Agreement will begin on the Effective Date and will continue for the term of the FVAP Grant Program, terminating on December 30, 2025.

4. **OmniBallot Services and Support:** Under the FVAP Grant Program Customer will receive the services, products and support as described in Exhibit A.

5. **Law and Venue:** This Agreement is governed by the State of Washington.

6. **Entire Agreement:** This Agreement, including the attachments to this Agreement and the Terms governing the consortium county lead, is the parties entire agreement relating to OmniBallot.

IN WITNESS WHEREOF, the authorized representatives of the Parties have executed this Agreement and all Attachments hereto as of the Effective Date.

Democracy Live, Inc.

By: _____

Name: _____

Title: _____

Date: _____

Polk County Texas

By: _____

Name: Sydney Murphy

Title: Polk County Judge

Date: September 12, 2023

Exhibit A Statement of work

For as long as the FVAP Grant Program and this MOU is in effect Democracy Live agrees to provide Customer with OmniBallot Online Products and Services as described below:

I. Products and Services

♦ **UOCAVA – PDF Delivery**

- o Democracy Live will deliver to Customer a PDF ballot delivery system that enables the voter to access return materials and a PDF of the appropriate ballot style.
- o The voter prints the PDF locally, marks the paper ballot, and subsequently returns the completed ballot to the County.

♦ **Accessible Mobile Sample Ballot**

- o Democracy Live will deliver to Customer a on-screen electronic accessible sample ballot system that enables a voter to view, mark and print their unique sample ballot.

*Note additional services that are available through Democracy Live and become required in the State during the term of the FVAP Grant Program will be available to customer at no charge including but not limited to the Democracy Live OmniBallot Accessible Vote By Mail System.

♦ **Languages Included**
- o English
- o Spanish

♦ **Technical Specifications**
- o Does not require the installation of special software
- o Compatible with (but not limited to) the most recent two versions of all major browsers (Chrome, Edge, Firefox, Internet Explorer, Safari) on the most recent two versions of Windows and macOS.
- o Supports virtually unlimited number of ballot styles

II. Democracy Live Services

♦ **Training**

Democracy Live will deliver online orientation and training that includes:
- o Defining key points of contact for contract management and technical support for Customer and Democracy Live
- o Identification and addition of Customer system administrators and roles

- Introduction to written, video and system-embedded training tools and materials
- Demonstration and training on self-management of Voter Registration (VR) file updates
- Demonstration and training on Quality Assurance (QA) testing, including ballot review and walk-through of voter experience
- Explanation of all available report modules and access to raw data logs
- Detailed description of all required data files from the Customer, including required format. Example files and data templates provided as learning tools.
- Overview of the election management workflow, including preparation of data files, time-lines, system configuration, quality assurance testing, election deployment and close-out
- Establishment of an elections calendar to cover all scheduled elections throughout the entire contract period and agreement on methodology for managing unscheduled events (special elections, etc.)
- Democracy Live will perform a refresher training orientation at the Customer's request once during every 24month period. Democracy Live will perform additional training at the request of Customer for an agreed upon service fee in a writing signed by both parties.

- **Configuration and Support Services**
  - **Election Data Preparation**
    - Democracy Live will provide support to Customer in the preparation and review of required data files for system configuration, including:
      - Structured data files, if used
      - Ballot PDFs
      - Ballot style mapping spreadsheet in .csv format
      - Comprehensive VR file in CSV or TXT format, as applicable
      - Ballot return materials in PDF format
      - Definition of desired overlays and placement on materials
  - **System Configuration**
    - Democracy Live will configure all contracted services utilizing Customer data in accordance with established timelines.
    - Democracy Live will provide QA testing links that will enable the Customer to review/approve all work before the system is activated and made available to voters.
    - QA Testing includes:
      - Quick Review- A list of each ballot style in an election, its ballot content and all associated precincts.
      - Voter QA Testing- A review of the end-to-end voter experience to review workflow and confirm delivery of correct ballot content. This testing will not affect voter usage statistic reports.

- Democracy Live will activate contracted services upon completion of review and written approval of content by Customer.

♦ **Election Maintenance Through Election Day**
  - Democracy Live will assign Customer a Technical Accounts Manager to serve as the primary point of contact for all service issues.
  - Democracy Live will provide ongoing issue response/customer support, as detailed in the Service Level Agreement (SLA), to respond to any identified issues, questions or requested content edits
  - Democracy Live will perform all VR updates after initial product activation, as applicable

♦ **Post-Election Tasks**
  - Democracy Live will assist customer with post-election reports, as needed.
  - Democracy Live will archive election-related data for an agreed upon period.
  - Democracy Live will "purge" election-related data from any Democracy Live-maintained systems upon written request of Customer.

III.   Customer Requirements

♦ **In order to guarantee an on-time Go Live Date the County agrees too:**
  - Complete onboarding orientation with Democracy Live.
  - Provide complete and accurate election data in required format a minimum of ten business days prior to product launch dates. *Failure to provide data in identified format or in accordance with established timelines may result in product launch delays.*
  - Complete review and QA testing of all products before launch.
  - Send written approval of system (e-mail) to authorize activation of system features.
  - Perform all VR updates after initial product launch, as applicable
  - Notify Democracy Live of any changes to language requirements as soon as practicable.
  - Notify Democracy Live of any changes to election calendar as soon as practicable.
  - Notify Democracy Live of changes to system administrators (addition/deletion).
  - Notify Democracy Live of changes to key personnel assigned to system administration/support.
  - All data must be uploaded to the Democracy Live FTP site or build in file upload system in OmniBallot. Any data delivered outside of this website may not be accepted by Democracy Live and will not be considered delivered in accordance with the ten business day requirement.

Support and Maintenance

Democracy Live business hours are **9:00 am to 5:00 p.m.** Central Time, Monday through Friday. During these hours, an assigned account manager will be available.

Democracy Live is committed to providing the highest level of support to Customer throughout the Term of this Agreement. Democracy Live will perform the following Service Levels, as applicable, in connection with this Agreement.

Democracy Live acknowledges that support requests may be submitted by either the town officials operating the system or Elections Division staff administering the system.

- ♦ **Election Calendar Period through Election Certification** – Concurrent with the expected period configuring and testing the Solution between 60 and 45 days prior to election day, and through the final certification of the election, Democracy Live will respond to issues reported by email at support@democracylive.com or phone (855-655-VOTE), within one hour, 7 days a week, 24 hours a day. Upon notification to the company's Customer Support System the issue will be immediately routed to the appropriate operational personnel, and a case will be opened and managed through satisfactory resolution of the reported issue.

- ♦ **Off Peak Times** – During the relatively quiet periods between the certification of the most recent election, and the configuration of the next, Democracy Live will respond to issues reported by email support@democracylive.com or phone (855-655-VOTE) within one hour, available during normal business hours eastern standard time. Upon notification to the company's Customer Support System the issue will be immediately routed to the appropriate operational personnel, and a case will be opened and managed through satisfactory resolution of the reported issue.

- ♦ **Support** - For as long as Customer has paid all applicable fees and is in compliance with all the terms of this Agreement, including as set forth in the Attachments, and as long as this Agreement is in effect, Democracy Live will provide Support and Maintenance as described in Exhibit C. Notwithstanding anything to the contrary in this Agreement, Democracy Live will not provide Support and Maintenance for: (a)Any products other than the Software provided by Democracy Live under this Agreement; (b)Any modifications to Software not made by Democracy Live or a third party authorized in writing by Democracy Live to make modifications; or (c) Any use of Software that is not in accordance with this Agreement, the documentation or other written instructions provided by Democracy Live.