



SECURITY AND ACCESSIBILITY GRANT AGREEMENT

This Agreement is between the **Ohio Secretary of State Frank LaRose** ("Secretary") and the **Board of Elections of _____ County, Ohio** ("Board").

BACKGROUND

The parties enter this Agreement with the following mutual understanding:

- In December 2019, President Trump signed into law the Consolidated Appropriations Act of 2020. This Act provides new Help America Votes Act ("HAVA") funding for states to improve the administration of elections for Federal office. This includes enhancing elections cybersecurity, physical security, and voter accessibility.
- Earlier in January 2017, the Department of Homeland Security designated state election systems as critical infrastructure and provided funds to states to combat security threats.
- The Secretary of State's Office issued Directive 2018-15 and 2019-08 to bolster the security and infrastructure of all county boards of elections. Directive 2020-12 builds on that foundation and sets additional requirements for cybersecurity, physical security, and voter accessibility.

TERMS AND CONDITIONS

In consideration of the mutual benefits contained in this Agreement, the parties agree to the following terms and conditions:

- 1. Distribution and Use of Grant Funds.** Subject to the conditions that follow, the Secretary will grant to the Board a one-time grant of \$40,000 to satisfy the requirements of Directive 2020-12. In accepting the funds, the Board agrees to fully comply with Directive 2020-12 and agrees to use the grant funds for the sole purpose of addressing the critical issues identified in Directive 2020-12. The Board agrees to designate \$25,000 toward satisfying the physical and cybersecurity requirements, and \$15,000 toward the voter accessibility requirements. If the Board meets the physical and cybersecurity requirements and expends less than \$25,000, the remainder of those funds may be re-allocated to address the voter accessibility requirements.

2. **Period of Performance.** As a condition of accepting the grant money, the Board agrees to satisfy the requirements of Directive 2020-12 no later than November 3, 2020, unless the Secretary authorizes an extension of time.
3. **Deposit and Maintenance of Funds.** Grant payments received as a result of this Agreement must be deposited into an interest-bearing fund separate from all other funds of the Board. The Board may use the same fund that was used for the Elections Security Grant associated with Directive 2019-08.
4. **Monitoring and Audits.** The Secretary or his representative(s) may visit the Board to evaluate the Board's progress in implementing the requirements of the Directive. The Secretary may also request additional information related to the grant at any time. The Board agrees to provide access to grant-related records upon the request of the Secretary or any other authorized state agency.
5. **Monthly Reports.** On the first business day of each month, the Board agrees to email the following reports to HAVAgrant@OhioSoS.gov, using the Excel templates accompanying this agreement:
 - **Security and Accessibility Grant Expenditure Log:** The report must include invoice dates, county reference numbers, vendors, and expenditures from the previous month. The Board must also report any interest earnings deposited into the grant fund. The Excel spreadsheet will automatically update the remaining balance and total expenses in the fund.
 - **Directive 2020-12 Progress Report:** The template lists the requirements of the Directive and requires the Board to describe the solutions being implemented, the status of solution implementation, who is performing the work, and any additional comments. Examples are included in the template.
6. **Bidding Procedure.** The Board agrees to obtain three quotes from vendors for any item, service, or total purchase that is estimated to cost at least \$1,000. The three quotes must be submitted to the Secretary at HAVAgrant@OhioSoS.gov prior to purchasing or entering into a contract for goods or services. If there are less than three vendors that offer the required item or service, the Board agrees to notify the Secretary at HAVAgrant@OhioSoS.gov. After purchasing the required goods or services, the Board must submit the final invoice and proof of payment. Purchases made or contracts entered into prior to the signing of this Agreement are not allowable expenses for this grant unless otherwise approved by the Secretary of State's Office at HAVAgrant@OhioSoS.gov.
7. **Service Contract Requirements.** The Board agrees follow the CIS Guide for Ensuring Security in Elections Technical Procurements (accompanying the Directive) whenever the Board enters a contract for services or items relating to

the cyber-security requirements. The CIS Guide specifies certain contractual requirements that must be included within those contracts. Whenever the Board enters a contract for services related to the ADA-accessibility requirements, the Board agrees to include a contractual provision that makes payment conditional upon completion of the project in accordance with ADA-accessibility standards.

8. **Recommended vendors.** To identify a vendor offering a competitive price for a required item or service, the Board agrees to consider the vendors listed in the state term schedules available here: procure.ohio.gov/proc/contractssts.asp.
9. **Record Retention.** The Board will maintain accurate records of all expenses incurred related to the grant for a minimum of five years. If those records are relevant to litigation, claims, audits, negotiations, or other proceedings initiated prior to the end of that five-year period, the Board must retain the records until the final disposition of those proceedings or until the end of the five-year period, whichever is later.
10. **Revocation of Grant.** The Secretary may revoke the grant if the Board fails to comply with the terms of this Agreement. If the Secretary revokes the grant, the Board must provide restitution to the Secretary for the funds expended and return any unused funds within 30 days.
11. **Return of unused funds.** The Board agrees to report the balance of all unspent and unencumbered funds to the Secretary by January 11, 2021. The Board may continue to make outstanding payments on purchases that were obligated through a purchase order or encumbrance until January 28, 2021. Not later than February 1, 2021, the Board must return any unused funds to the Secretary, including any interest that has accrued from maintaining those funds in an interest-bearing account.
12. **Successors and Assigns.** This Agreement is binding upon the Secretary and the Board and their respective officers, directors, administrators, successors, and assigns.

The Board must sign and return this Agreement to the Secretary via HAVAggrant@OhioSoS.gov no later than July 21, 2020. The Board will not receive funds until the Agreement is signed and returned to the Secretary.

The parties have executed this Agreement by their duly authorized officers as of the last date indicated below, as evidenced by the following signatures:

Ohio Secretary of State

Date

Name: _____

Title: _____

Board of Elections Director

Date

Board of Elections Deputy Director

Board Chairperson

***(Chairperson's signature needed only if there is no
Deputy Director)***