

Monroe County Board of Commissioners Agenda Request Form

Date to be heard 09/25	24	Formal 🗸	Work session	on 🗌	Department	Clerk	··· · <u>-</u>
Title to appear on Agenda	Agreement With A Election Return S Indiana.	An Island, LLC to ervices in Monro	perform e County,	Vendor #		·]

Executive Summary:

The Monroe County Clerk's Office would like to partner with An Island, LLC. This vendor has developed US Elections Live software to empower County Clerk's offices with being able to communicate election scores and results, to the public, in real time, on Election night.
Their system will display all of the races and results that Monroe County residents can vote on for local, statewide and federal races/candidates. It will also show detailed and historical statistics of any race by Precinct, Time, Total Counts and even Voter Turnout estimates based upon the information provided from current and previous elections.
The vendor's software, launched in 2008, is proprietary and does not require any interface with Monroe County Government's technologyoffering a safe and transparent measure of security for Monroe County citizens and voters.

Fund Name(s):	ne(s): Fund Number(s):	
Election Budget Contractual	1215-3006-0062	\$15.000 First Year \$13,000 Subsequent Years
Presenter: Kylie Moreland Farris		
Speaker(s) for Zoom purposes: Name(s)	Phone Number(s)	
(the speaker phone numbers will be rem	oved from the document prior to posting)	1

Attorney who reviewed: Turner-King, Molly

Nicole Browne

From:	Zarazee, Scott <szarazee@sos.in.gov></szarazee@sos.in.gov>
Sent:	Sunday, September 15, 2024 11:19 PM
То:	Nicole Browne
Cc:	Anjan Kashyab; Molly Turner-King; Bonnet, Jerry (SOS)
Subject:	RE: Addendum To Monroe County Grant Request
Attachments:	Monroe County Attachment C 2024.pdf; Monroe County 2024 Revised HAVA Grant.pdf; 2024 HAVA Sub-Grant Award Terms Attachment B.pdf

Nicole,

I have reviewed your revised 2024 HAVA grant application that adds your request for \$25,000 for An Island's Election Day reporting. This brings your total grant request to \$60,873.00, and it is approved. When you have purchased all of the items on your application, please send me the invoices and I will start the reimbursement process. My understanding is that An Island already has the funds for your subscription, so there will only need to be a reimbursement transfer of \$35,873.00. Please sign Attachment C above and send it back to me after reviewing Attachment B.

Thanks, and let me know if you have any questions.

Scott

-----Original Message-----

From: Nicole Browne <nbrowne@co.monroe.in.us> Sent: Friday, September 13, 2024 10:34 AM

To: Zarazee, Scott <SZarazee@sos.IN.gov>

Cc: Anjan Kashyab <anjan.kashyab@anisland.com>

Subject: FW: Addendum To Monroe County Grant Request

EXTERNAL EMAIL: This email was sent from outside your organization. Exercise caution when clicking links, opening attachments or taking further action, before validating its authenticity.

Good morning, Mr. Zarazee.

It was lovely to see you at the conference, in Jasper, this week as well as at the Tabletop Exercise last Friday in Scottsburg.

I was made aware of your request to supplement my original grant request, from Monroe County, to include a request for an additional \$25,000.00 (currently held with An Island, LLC). The additional grant money would be used for Monroe County to receive a discounted rate with An Island, LLC for their US Elections Live. With apologies, I did not understand that to be what needed to happen when we received the approval in your 9/4/2024.

Because expedited timing is critical to our getting this accomplished prior to the Presidential General, I am not only mailing--but e-mailing--you a copy of this additional paperwork...and prayerful for as quick a turnaround of this request as I believe we are all on the same page in terms of Monroe County's eligibility to utilize the funds currently held with An Island.

Is there anything else you require of me or my office regarding this request?

Nicole Browne

Monroe County Clerk

II. Subgrant Application:

County:	_Monroe					
Submission l	eptember 13, 2024					
Contact:	Name:	_Nicole Browne				
	Title:	_Monroe County Clerk				
	Address:	_c/o Election Central _401 W. 7 th Street, Suite 201 _Bloomington, IN 47404				
	Phone: Email:	_(812) 349-5004 _nbrowne@co.monroe.in.us				

Brief description of program or programs (attached additional sheets if necessary).

Please allow this application to serve as an addendum to the Monroe County Clerk's original grant application submitted on July 9, 2024 (a copy of which is enclosed). The original grant has already been approved and awarded, by the Secretary of State, for the purchase of five (5) Verity Printing Devices and the equipment/licensure to support those printing units.

The additional request, in the amount of \$25,000, would allow Monroe County to take advantage of a significantly discounted opportunity to partner with An Island, LLC. An Island has developed US Elections Live software to empower County Clerk's offices with being able to communicate election scores and results, to the public, in real time, on Election night.

Their system will display all of the races and results that Monroe County residents can vote on for local, statewide and federal races/candidates. It will also show detailed and historical statistics of any race by Precinct, Time, Total Counts and even Voter Turnout estimates based upon the information provided from current and previous elections.

The vendor's software, launched in 2008, is proprietary and does not require any interface with Monroe County Government's technology—a component of substantial significance to the Monroe County Clerk--offering a safe and transparent measure of security for Monroe County citizens, voters, candidates and all parties interested in Monroe County Elections.

Expected timing of program expenses: ____The expected timing of program expenses would be prior to the Presidential General for 2024.

Grant amount requested: _____S60,873.00_____

Please describe program details and expenses in an attachment.

Acknowledgement:

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I, (print name) _Nicole Browne ______ on behalf of Monroe County, Indiana, acknowledge that I have reviewed and accept the terms of the grant award applied for as specified in the U.S. Election Assistance Commission Notice of Grand Award and Terms and Conditions for HAVA funding.

Ville MAA Browne	_Monroe County Clerk	September 13, 2024
() Name	Title	Date

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II. Subgrant Application:

County:	Mc	onroe
Submission D	ate:Jul	y 9, 2024
Contact:	Name:	Nicole Browne
	i tame.	
	Title:	_Monroe County Clerk
	Address:	_c/o Election Central _401 W. 7 th Street, Suite 201 _Bloomington, IN 47404
	Phone: Email:	_(812) 349-5004 _nbrowne@co.monroe.in.us

Brief description of program or programs (attached additional sheets if necessary).

As Monroe County considers transitioning to a Vote Center county, this grant would allow us to purchase five (5) Verity Print Devices and the equipment/licensure to support the printing units. We currently use Verity Printing devices for Early Voting but not on Election Day. The Print Devices would help to ensure that we never run out of ballots at a polling place and that we only print what we need when we need it. It is compatible with our Knowink Poll Pads to use the Auto Ballot features. The Knowink Poll Pads produce a barcode and the Print Device will scan and print the ballot specific to the voter at the time the voter wishes to cast a ballot.

Expected timing of program expenses: The Print devices will be useful/helpful whether or not Monroe County becomes a Vote Center county because we already use a Verity Print Device during Early Voting.

Grant amount requested: __\$35,873.00

Please describe program details and expenses in an attachment.

Acknowledgement:

I, Nicole Browne______ on behalf of Monroe County, Indiana. acknowledge that I have reviewed and accept the terms of the grant award applied for as specified in the U.S. Election Assistance Commission Notice of Grand Award and Terms and Conditions for HAVA funding.

UL OALONITAL Monroe County Clerk July 9. 2024 () Name Title Date

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Quote Number	00013121
Account Name	Monroe County, IN
Grand Total	\$35,873.00
Expiration Date	7/27/2024
Payment Terms	Net 30

Please fax with signature to or scan and email to <u>lleach@hartic.com</u> to order.

Item	Description			Unit Price	Oueefbr	Total Price
Verity Print	Paper ballot printing unit					
Brother HLL6400DW Printer	VS Laser printer included with Verity P	rint for ballot printing		56.100.00	5	\$30,500.00
AutoBallot Kit	Barcode scanner kit for automatic N VR/electronic poll book data	/erily access code/ballot c	reation from	\$499.00	5	\$2,495.00
vDrive	Flash memory card/audio card for u	use with Verity devices		\$66.00	5	\$330.00
License and Support	Annual license and support fee; wil	be prorated to align with	contract	\$854.00	1	\$854.00
	Ship	Sub ping and Handling (Estima Solution P Special Disc Grand T	Price		I	\$34,179.00 \$3.375.00 \$37,554.00 (\$1,681.00) \$35,873.00
	01 N College Ave., Room 201 Icomington, IN 47404	Ship To	401 W 7th St. Bloomington, It	147404		
Customer Contact						
Contact Name Nicole Browne		Emzil	nbrowne@co.m	nbrowne@co.monroe.in.us		
		Phone	(812) 349-2614			

Terms and Conditions

Subsequent License and Support will be billed annually per contract terms.

Please note: Shipping & Handling charges listed are estimates only. Due to global supply chain and delivery issues, actual shipping & handling charges may be significantly higher. Pricing subject to inventory availability at time of quote execution and acceptance.

Taxes will be calculated in conjunction with the Customer based on the final approved price list.

Hart Approval				ľ
Prepared By Signature	Lawrence Leach	Title	Regional Sales Director	
Customer Appro	oval			
Name:		Title:		
Customer Approva	al:	Date:		

Nicole Browne

From: Sent: To: Subject: Attachments:

Zarazee, Scott <SZarazee@sos.IN.gov> Thursday, August 15, 2024 12:02 PM Nicole Browne 2024 HAVA Grant Award Monroe County 2024 HAVA Grant Application.pdf; 2024 HAVA Sub-Grant Award Terms Attachment B.pdf; Monroe County 2024 Attachment C.pdf

Nicole,

Secretary Diego Morales is pleased to inform you that your application for the 2024 Election Security Local Grant has been approved. Included in this email are a copy of your approved grant proposal (Attachment A), an Agreement Terms and Conditions (Attachment B), and an Agreement form (Attachment C). Please sign Attachment C and email it back to me, which says you agree to abide by the Terms and Conditions in Attachment B. Additional requirements will include inventory for any new equipment, competitive pricing, and rules for marketing and promotion as appropriate to your grant application.

As we move into our next phase of the 2024 grant awards, I wanted to remind you that we will be reimbursing after you purchase the items approved on your grant application. We will be reimbursing your office when we get the invoice(s) so please send it(them) to me and we should be able to get that reimbursement out to you within 35 days, likely sooner. Check with your Auditor if necessary to make sure of your reimbursement process and what you need to report to them as we will be sending the funds to you electronically. If for some reason you have funds left over, per Federal rules, that must be refunded back to our office. When you send us the invoices, please include a cover letter that has:

- 1. The County Clerk address.
- 2. A preferred phone number and email address, in case our finance team needs to ask any follow up questions.
- 3. A list of the items you bought and their final cost.

We can only reimburse you when all the items have been purchased, so please send all the invoices in one email. If the amount you spend is different than the amount you were awarded, please make a note of it, and let us know why there is a difference, our finance team will have to change that in our file. Any items you purchase will have to be included on your yearly inventory report to our office, so please keep track of everything.

In addition, here is information you may need for reporting purposes:

This is a Federal Grant The CDFA Number is 90.404 Award Number is EAC-ELSEC22IN-01-04 Project Title is Election Security Grant Federal Agency is U.S. Election Assistance Commission Pass Through Agency is Indiana Secretary of State Assistance Listing Program Title is HAVA ES Grant Type is Reimbursement

We ask that you acknowledge receipt of this award letter and indicate your acceptance of the terms discussed by returning a signed copy of Attachment C. Please forward your acknowledgment to my attention at <u>SZarazee@sos.in.gov</u>. Thank you for all that you are doing to improve our elections and let me know if you have any other questions!

Scott



Scott Zarazee HAVA Director Indiana Secretary of State Diego Morales 200 W. Washington St. Rm 201 Indianapolis, IN 46204 e: <u>SZarazee@sos.in.gov</u> p: 317-234-8354 c: 317-605-2943

Nicole Browne

From: Sent: To: Cc: Subject: Zarazee, Scott <SZarazee@sos.IN.gov> Wednesday, September 4, 2024 4:30 PM Nicole Browne Anjan Kashyab An Island funds

Nicole,

I talked with Jerry Binnett today and we are fine with them applying the HAVA funds from Harrison County to Monroe County. I am on the road this week, but if you need anything else from me, let me know.

Scott



Scott Zarazee HAVA Director

Indiana Secretary of State Diego Morales 200 W. Washington St. Rm 201 Indianapolis, IN 46204 e: <u>SZarazee@sos.in.gov</u> p: 317-234-8354 c: 317-605-2943



Monroe County Board of Commissioners Agenda Request Form

Date to be heard 09/11/2	24	Formal 🗸	Work sessio	on 📋	Departmer	nt Clerk	
ïtle to appear on Agenda:	Agreement With An Election Return Ser Indiana.			Vendor #			
Executive Summary: The Monroe County Clerk's	s Office would like to	partner with A	n Island, LLC	C. This ver	ndor has de	veloped US	Elections
Live software to empower public, in real time, on Elec	County Clerk's office	s with being at	ple to commu	nicate elec	tion scores	and results,	to the
Their system will display al federal races/candidates. and even Voter Turnout es	It will also show deta	iled and histori	ical statistics	of any race	e by Precin	ct, Time, Tota	wide and al Counts
The vendor's software, lau Government's technology~	nched in 2008, is pro offering a safe and t	oprietary and de transparent me	oes not requir asure of secu	re any inte urity for Mc	rface with M mroe Coun	vlon <i>r</i> oe Coun ty citizens an	ity id voters.
	,						

Fund Name(s):		und Number(s):	Amount(s)
Election Budget Contractual		1215-3006-0062	S15.000 First Year S13,000 Subsequent Years
Presenter: Kylie Moreland I	<u></u>		
Speaker(s) for Zoor Name(s)	n purposes:	Phone Number(s)	
(the speaker phone numbe	rs will be remaved fro	om the document prior to postin	g)
Attorney who reviewed:	Turner-King, Molly]	



SOW AI-MONINGOV-001 for Agreement to Perform Services to Monroe County, Indiana Government

Date July 30th, 2024 Services Performed By: An Island, LLC. PO Box 333 309 12th Street Tell City IN 47586 Services Performed For:

Monroe County Clerk's Office 301 North College Avenue Room 201 Bloomington, Indiana 47408

This Agreement is made between Monroe County Indiana Government ("Client") and An Island, LLC. ("Contractor"), effective from the date executed by both parties. This Agreement is subject to the terms and conditions contained herein and agreed upon between the parties. The parties mutually agree as follows: ...

The Exhibit(s) to this Agreement, if any, shall be deemed to be a part hereof and incorporated herein. In the event of any inconsistencies between the terms of the body of this Agreement and the terms of the Exhibit(s) hereto, the terms of the body of this Agreement shall prevail.

Period of Performance

The Services/contract shall commence from the date of execution by all parties, and shall continue through Dec 31st, 2026 which includes the total service period, if awarded. When or if the contract ends, the software/platform provided by the Contractor will no longer be accessible by or visible to the Client. The website, however, will continue to show the data until the end date of the contract but will not update with new data after the contract ends.

Modification and Termination of Agreement

- This Agreement may only be modified mutually, in writing referencing this Agreement, and signed by both parties. Any
 modification must be approved in the same manner as this Agreement.
- This Agreement may be terminated, at any time, by either party, upon thirty (30) days written notice. If Agreement is terminated by Probation, Probation shall pay any expenses incurred and non-refundable.
- Notices of modification and/or termination should be tendered in accordance with the Notice section of this Agreement.

Engagement Resources

An Island, LLC's professionals from Tell City, IN are responsible for delivering the scope.

An Island LLC pg. 1

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309 12th St. PO Box 333 Tell City, IN 47586

1-812-772-2597 https://anisland.com

Scope of Work

Contractor shall provide the Services and Deliverable(s) as follows:

- · An Election Update System to instantly update the counting results periodically to the county residents on the election night
- Completely hosted on the cloud and easily accessible anywhere and anytime via smart devices and computers.
- Data entry through a secured system with multi factor authentication.
- Totally configurable system for any Election
- Communicate Election Results Instantly and Efficiently.
- Enter/Upload Results by precinct and or vote centers.
- Prebuild the Ballot with customizable profile pages of each candidate for voter research before Election Day.
- Detailed Graphical Analysis and Statistics
- Election Night Text Alerts & Updates to residents based on their Opt-in.
- Voter Turnout Analysis
- Hosting on the cloud with periodic backup and 99.9% uptime
- Customer support till the end of Contract
- SSL Protection

Deliverable Materials

 An instruction/user manual will be provided by Contractor to Client to enable Client to use the system efficiently. Instruction/user manual will be provided at a mutually agreed upon time and manner by parties.

Contractor Responsibilities

- The Contractor will make sure the site is well tested and delivered at the stipulated time. Time of delivery will mutually be agreed upon by the parties
- The Contractor will provide necessary training for the admin user to handle the website and online store. The date and time of training
 will be mutually arranged by Contractor and Client.

Client Responsibilities

Client agrees to:

An Island LLC pg. 2

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- Provide content such as pictures, profiles, and other related information and specification etc. to load.
- Provide clarifications and information as and when needed in a mutually agreed upon manner.
- Take responsibility on copyright, legal issues on content, data etc.

An Island LLC pg. 3

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This engagement will be conducted based on the provided and accepted services and/or a project change control procedure, as outlined within. A Project Change Request (PCR) will be issued specifying the amended value.

Client agrees to render payment to Contractor for the

- First Year and on acceptance of the contract- One time setup fees for Elections Update System total cost of \$40,000. The Client is responsible for payment of \$ 15,000. Contractor is in receipt of \$25,000 already paid through a grant through the State for which Contractor received direct payment. Monroe County is not listed as a grant recipient as it relates to the grant received by the Contractor.
- Second Year onwards for New Election updates, Annual Maintenance and Hosting Fees \$13,000/Year

<u>NOTE:</u> If any other additional IT support is required on a periodic basis, additionally S 125/hour will be charged with a 30-minute rounding.

Out-of-Pocket Expenses / Invoice Procedures

Contractor shall submit invoices, including the time and dates worked, and a detailed description of the work performed. Invoices can be submitted in accordance with the Notice section of this Agreement. Invoices are due upon receipt. For services, thereafter, Clerk will render payment for services in a timely manner. Both parties herein recognize that payment is contingent on approval and appropriation of the Monroe County Council and subject to the Monroe County claims process. It is acknowledged that according to Contractor's company policy assets will not be released until payment has been made in full. Invoices not paid within 30 days from date of invoice will be subject to a 5% penalty per calendar month that invoice remains unpaid.

Notice

Whenever any notice, statement or other communication is required under this Agreement, it shall be sent via regular US mail and/or emailed to the following addresses, unless otherwise specifically advised. Any notice to be given shall be directed as follows:

CLERK Nicole Browne Monroe County Clerk 301 North College Avenue Room #201 Bloomington, Indiana 47404 nbrowne@co.monroe.in.us

CONTRACTOR

Anjan Kashyab An Island LLC P.O. Box 333, Tell City, Indiana 47586 anjan.kashyab@anisland.com

An Island LLC pg. 4

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It is understood and agreed that Contractor executes this Agreement as an independent contractor and shall not be considered an employee or agent of the Board for any purpose. Contractor shall have exclusive control over the means, methods and details of fulfilling its obligations under this Agreement. Contractor shall pay all taxes, withholdings and contributions required by Social Security (FICA) laws, Indiana and federal income tax laws, and Indiana unemployment insurance laws.

Indemnity

Contractor assumes all risks and responsibilities for accident, injuries or damages to person(s) or property related to performance pursuant to this Agreement, and agrees to indemnify and save harmless Monroe County Government from all claims, costs or suits of whatever nature, including attorneys' fees, related to performance of the Project, except such claims, costs or suits arising out of the negligence of the County Government or its employees.

Worker's Compensation

Contractor shall purchase and maintain a policy of Worker's Compensation Insurance as required by the laws of the State of Indiana and furnish a certificate of such insurance to the Commissioners before commencement of work on the project. Alternatively, if the Contractor obtains a Worker's Compensation Clearance certificate, Contractor shall provide a copy of such to Commissioners in lieu of a certificate of insurance. Failure to provide either a certificate of insurance or a certificate of clearance may be regarded by the Commissioners as material breach of this Agreement and may result in its cancellation without further cause. It shall be in the Commissioner's sole discretion whether there is a material breach under this paragraph and whether the breach should result in cancellation of this Agreement.

Liability Insurance

Contractor shall purchase and maintain comprehensive general liability insurance in amounts of at least one (1) million per occurrence, and two (2) million dollars aggregate, and furnish proof of such insurance to the Commissioners before commencement of work on the project. Failure to provide this certificate may be regarded by the Commissioners, in its, sole discretion, as a material breach of this Agreement, and may result in its cancellation without further cause. It shall be in the Commissioner's sole discretion whether there is a material breach under this paragraph and whether the breach should result in cancellation of this Agreement.

Compliance With Law

Contractor shall comply with all State of Indiana and Monroe County applicable laws and regulations. Contractor shall indemnify and save harmless the Monroe County for any fines or expenses of any nature which it might incur from Contractor's noncompliance. Contractor will comply with IC 22-5-1.7 et seq. Specifically including the following:

- a. Contractor to enroll in and verify the work eligibility status of all newly hired employees of the Contractor through the E-Verify program.
- **b.** Contractor is not required to verify the work eligibility status of all newly hired employees of Contractor through the E-Verify program, if the E-Verify program no longer exists.
- c. Contractor must sign an affidavit affinning that Contractor does not knowingly employ an unauthorized alien.

An Island LLC pg. 5

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Non-Discrimination

In the performance of work under this Agreement, it is agreed that Contractor, any of its subcontractors, or any person acting on their behalf shall not, in any manner, discriminate against or intimidate any employee or job applicant with respect to his hire, tenure, terms, conditions or privileges of employment, or any matter directly or indirectly related to employment, because of his race, religion, color, sex, national origin, ancestry, sexual orientation, gender identity, disability, housing status, or status as a veteran – or discriminate by reason of such factors, against any citizen of the State of Indiana who is qualified and available to perform the work. Contractor shall comply with all federal, state, and local laws and regulations. Contractor has been made aware of Monroe County's policy on non-

discrimination and agrees to comply with the policy. In addition, Contractor has been made aware of the Monroe County's policy prohibiting harassment in all regards, including, but not limited to, employment practices.

Completion Criteria

Contractor shall have fulfilled its obligations when any one of the following first occurs:

Contractor accomplishes the Contractor activities described within this Agreement, including delivery to Client of the materials listed in the Section entitled "Deliverable Materials," and Client accepts such activities and materials without unreasonable objections or if no response is received from Client within 2-business days of deliverables being delivered by Contractor is deemed acceptance.

Project Change Control Procedure

The following process will be followed if a change to this Agreement is required:

A Project Change Request (PCR) will be the vehicle for communicating change. The PCR must describe the change, the rationale for the change, and the effect the change will have on the project.

Both Parties will review the proposed change and approve it for further investigation or reject it. Contractor and Client will mutually agree upon any charges for such investigation, if any. If the investigation is authorized, the Client will sign the PCR, which will constitute approval for the investigation charges. Contractor will invoice Client for any such charges. The investigation will determine the effect that the implementation of the PCR will have on SOW price, schedule and other terms and conditions of the Agreement.

Upon completion of the investigation, both parties will review the impact of the proposed change and, if mutually agreed, a Change Authorization will be executed. A written Change Authorization and/or PCR must be signed by both parties to authorize implementation of the investigated changes.

Governing Law

This agreement shall be governed in accordance with the laws of the State of Indiana. The venue for any litigation resulting from or related to this Agreement shall be Monroe County, Indiana.

An Island LLC pg. 6

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309 12th St. PO Box 333 Tell City, IN 47586

1-812-772-2597 https://anisland.com

The invalidity, illegality, or unenforceability of any provision of this Agreement or the occurrence of any event rendering any portion or provision of this Agreement void shall in no way affect the validity or enforceability of any other portion or provision of this Agreement. Any void provision shall be deemed severed from this Agreement, and the balance of the Agreement shall be construed and enforced as if it did not contain the particular provision to be held void. The parties further agree to amend this Agreement to replace any stricken provision with a valid provision that comes as close as possible to the intent of the stricken provision. The provisions of this Article shall not prevent this entire Agreement from being void should a provision which is of the essence of this Agreement be determined void.

Entirety of Agreement

This Agreement, consisting of seven (7) pages constitutes the entire agreement between the parties. Parties agree that any terms and conditions not contained or outlined within this Agreement are inapplicable.

IN WITNESS WHEREOF, the parties hereto have caused this SOW to be effective as of the day, month and year first written above.

Monroe County Indiana Government

An Island, LLC.

By: Name:

Title:

By: Name: Anjan B. Kashyab Tide: Vice President - Business Operations

Note: Please write checks payable to "AN ISLAND LLC"

An Island LLC pg. 7

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