

INTERGOVERNMENTAL AGREEMENT #707014
For
Oregon Central Voter Registration System Services
between
Oregon Secretary of State and Multnomah County

This Intergovernmental Agreement (the "Agreement") is made and entered into between the State of Oregon, acting through its Office of the Secretary of State ("SOS ") and Multnomah County, a political subdivision of the State of Oregon ("County") (each a "Party", collectively, the "Parties"). This Agreement is effective on the date this Agreement is fully executed and approved as required by applicable law (the "Commencement Date").

RECITALS

Under state legislation passed in 2001 (HB 2002) and federal legislation passed in 2002 (The Help America Vote Act (HAVA) now PL 107-252), the State of Oregon, through the chief state election official, is required to implement a single, uniform, official, centralized, interactive computerized statewide voter registration list defined, maintained, and administered at the State level.

SOS and the 36 Oregon counties have cooperated to create and implement an information system known as the Oregon Central Voter Registration System ("OCVR System," as defined in more detail in Section 1 below) to accomplish the directives of HAVA, and to implement additional functions related to voter registration and election management.

Each of the 36 counties in Oregon has election processes that are similar but there are differences between counties, including methods of districting, data conventions, purge and update processes/cycles, document handling and storage, signature verification and storage, and provision of voter registration data and election results in their communities. In addition, the Oregon counties may have elected or appointed election officials, and they differ in population density, technical sophistication, and funding bases.

Recognizing these differences, it is not the Parties objective that OCVR System provide a wholesale replacement of all of the systems that counties use to support election management, and the Parties recognize that some systems provide functions outside the functionality of OCVR System, such as election results reporting.

As set forth in more detail below, while HAVA requires counties to use OCVR System for voter registration activities and to use the OCVR System as the official voter registration "list" for the State of Oregon in compliance with HAVA, counties may choose to "opt out" of using the election functions of OCVR System and retain existing systems.

AGREEMENT

SECTION 1. DEFINITIONS

The following terms shall have the meaning set forth below. In addition, other terms and conditions may be defined in the body of this Agreement, in which case they will have the meaning defined there.

"Authorized Representative" means (i) with respect to County, the County's County Clerk, as that term is defined in ORS 246.012(2), or the person that the County Clerk designates as the Authorized Representative in accordance with the notice provisions set forth in Section 11.1, or (ii) with respect to SOS, the Director of the Elections Division of the Office of the Oregon Secretary of State, or the person that the Director of the Elections Division designates as the Authorized Representative in accordance with the notice provisions set forth in Section 11.1.

“Change Control Board” means the board made up of SOS personnel and representatives from the 36 counties in Oregon responsible for reviewing requested enhancements to the OCVR System functionality, and making recommendations for implementation of such enhancements to the Steering Committee.

“County Profile” means the specific County information relevant to this Agreement that is set forth in Appendix A.

“Elections Functions” means those functions of the OCVR System, which are specifically named in Section 3.2.2, that assist County in the conduct of elections.

“Elections Functions Charges” means the amount County must pay SOS for SOS providing County access to the Elections Functions as described in Section 8.

“Election Management Information” means information that is not Voter Registration Data that County or SOS enters in the OCVR System for purposes of assisting County in the conduct of elections.

“OCVR System” means the sum total of the software and hardware components developed and maintained by SOS to provide the Voter Registration Functions and Elections Functions, and that includes the following separate modules:

1. Voter Registration
2. Election Management/Setup
3. Petition Management
4. Election Worker Management
5. Management of Reports and Queries
6. Security and User Management
7. External File Extracts
8. Address Rules Management
9. District and Precinct Management

The OCVR System does not include the County’s network infrastructure, or any County hardware and software. In addition, the OCVR System does not include the County’s vote tally hardware and software.

“Steering Committee” means the committee made up of representatives of SOS and the 36 counties in Oregon that is responsible for establishing or adopting, without limitation, policies and procedures for use of the OCVR System.

“System Documentation” means the specifications for the OCVR System and the manuals, policies and procedures governing the use of the OCVR System.

“System Services” means the entirety of the services described in this Agreement that SOS is required to provide to County under the terms of this Agreement.

“Voter Registration Data” means, for each voter registered in the County (for purposes of this Agreement only):

- (1) Full name of the voter;
- (2) Residence address, mailing address or any other information necessary to locate the residence of the person registering to vote;
- (3) Name of the political party with which the person is affiliated, if any;
- (4) Date of birth;
- (5) An indication that the person is a citizen of the United States;
- (6) The voter’s signature attesting to the fact that the person is qualified to be an elector.
- (7) Telephone number where the person may be contacted, if available;
- (8) If previously registered to vote in the State of Oregon, the name then supplied by the person and county and, if known, the address of the previous registration.

- (9) Voter history, which includes a listing of ballots issued to and ballots received from the voter in current and past elections.

"Voter Registration Functions" means those functions of the OCVR System that are necessary for the County to enter, update, search and maintain Voter Registration Data.

SECTION 2. TERM, RENEWAL AND AGREEMENT REVIEWS

2.1 **Agreement Term.** The initial term of this Agreement begins on the Commencement Date and ends on June 30, 2007 (the "Initial Term"). Thereafter, this Agreement shall automatically renew each year for a one-year term beginning on July 1 of a calendar year and ending on June 30 of the following calendar year ("Extension Term"; the Initial Term together with the Extension Term shall be hereinafter collectively referred to as the "Term"), unless either Party provides written notice to the other Party of its intent not to renew this Agreement at least 6 months prior to the expiration of the current Term.

2.2. **Agreement Reviews.** No later than June 30 of each year during the Term of this Agreement SOS may schedule an opportunity for County to participate in a review of the terms and conditions of this Agreement. In addition, the Authorized Representative of either Party may submit a written request for review of this Agreement to the Authorized Representative of the other. Following each review, County and SOS will make any agreed upon changes to this Agreement, but such changes shall only become effective if made pursuant to a written amendment signed by both Parties and approved as required by applicable law.

SECTION 3. SYSTEM SERVICES; USE OF SYSTEM

3.1 **OCVR System.** SOS will make the OCVR System available to County for County's use and provide the System Services as set forth in this Agreement.

3.2 OCVR System Functions; Opting Out.

3.2.1 County shall use the Voter Registration Functions of the OCVR System, and shall enter Voter Registration Data into the OCVR System on an expedited basis at the time the information is provided to County. For purposes of using the Voter Registration Functions, SOS shall give County access to the following OCVR System modules:

1. Voter Registration
2. Management of Reports and Queries
3. Security and User Management
4. External File Extracts
5. Address Rules Management
6. District and Precinct Management

3.2.2 County may use any or all of the Elections Functions of the OCVR System, in which case County shall pay SOS as set forth in Section 8. For purposes of using the Elections Functions, SOS shall give County access to the following OCVR System modules, in addition to those listed in Section 3.2.1:

1. Election Management/Setup
2. Petition Management
3. Election Worker Management

3.2.3 If SOS is providing County access to the Elections Functions of the OCVR System, County may, at its sole discretion and at any time during the Term, discontinue use of the Elections Functions by sending 6 months prior written notice to SOS of its intention to discontinue such use (such action shall be referred to in this Agreement as "Opting Out," or the County's "Opt Out"). County shall specify in its notice the date on which it will Opt Out, which shall not be earlier than 6 months following the date of County's Opt Out notice.. Following the effective date of the County's Opt Out, SOS shall have no obligation to provide System Services related solely to the Elections Functions of the OCVR System.

3.2.4 If County chooses to Opt Out, then:

- (i) SOS shall have no responsibility for any of County's costs for Opting Out;
- (ii) SOS shall have no obligation to develop or maintain County's interface to OCVR System that allows County to use the OCVR System Voter Registration Information to manage elections within County's own systems, however, SOS shall provide reasonable cooperation to County to assist County in developing such interfaces;
- (iii) SOS shall allow County to export Voter Registration Data, and shall provide reasonable cooperation and assistance to County in completing such export, however SOS shall have no obligation to provide County with any data that resides in the OCVR System in any particular format; and
- (iv) County shall continue to enter Voter Registration Data and import voter history data into the OCVR System on an expedited basis at the time the information is provided to County pursuant to Section 3.2.1, and SOS shall continue to provide the System Services to County with respect to the Voter Registration Functions. Following such Opt Out, County's information that would be "Election Management Information" if County were using the OCVR System's Elections Functions shall be considered the work product of County, which County may create, delete, maintain and manage in the style and format County determines necessary.

3.2.5 Nothing in this Agreement shall be construed to require SOS to perform any voter registration activities or elections activities that County is required to perform pursuant to state or federal law.

3.3 General System Services/SOS Obligations.

3.3.1 SOS shall provide System Services with respect to the Voter Registration Functions of the OCVR System, and, provided that County has not Opted Out and has paid any amounts due under this Agreement, SOS shall provide System Services with respect to the Elections Functions of the OCVR System.

3.3.2 SOS will provide the following general System Services, which are described in more detail in Appendix B:

- (1) SOS will hire or contract with appropriately trained staff to fulfill its obligations under this Agreement.
- (2) SOS will notify counties of scheduled and non-scheduled maintenance down time, and coordinate the downtime to minimize disruption of county functions in accordance with Section 3.3.4.
- (3) SOS will provide technology support to County to enable it to enter Voter Registration Data and Election Management Information into and retrieve Voter Registration Data and Election Management Information from the OCVR System, including images and signatures, on an expedited basis.
- (4) SOS will maintain the OCVR System so that it operates in accordance with the System Documentation.
- (5) SOS will provide emergency on site technical or user support during elections.
- (6) SOS will provide OCVR System user manuals.
- (7) SOS will maintain continued security monitoring of the OCVR System.
- (8) SOS will provide for disaster recovery for the OCVR System.
- (9) SOS will provide for data backup and recovery for the OCVR System.
- (10) SOS will continually monitor the OCVR System's issues log to ensure timely resolution of OCVR System issues in accordance with this Agreement.
- (11) SOS will create and add appropriate documentation to the OCVR System to address County issues related to OCVR System.
- (12) SOS shall purchase and distribute, as necessary, software upgrades to the OCVR System.
- (13) SOS shall maintain the OCVR System software.
- (14) SOS will use its best efforts to ensure that levels of service quality and system responsiveness and dependability set forth in the System Documentation are maintained at all times throughout the Term of this Agreement.

- (15) SOS will allow export of Voter Registration Data from the OCVR System in the format set forth in the System Documentation.
- (16) SOS will make revisions to its internal incident-resolution escalation process to the extent SOS determines such revisions are necessary to fulfill its obligations under this Agreement.
- (17) SOS will make the OCVR System available for County to access through the internet via the County's own internet service provider.

3.3.3 SOS' obligation to provide System Services is conditioned on the following:

- (1) County's availability to provide critical information necessary to resolve County issues; and
- (2) County maintaining its internal information systems in accordance with the County Profile.

3.3.4 Scheduled Downtime. SOS shall schedule OCVR System maintenance downtime only between 1:00 A.M. and 3:00 A.M. unless SOS determines that circumstances warrant performing maintenance at another time, in which case, SOS shall coordinate with counties to minimize impact on County operations. SOS shall provide County at least 24 hours notice of scheduled downtime.

3.4 Exclusions from General System Services. Unless specifically set forth in this Agreement, SOS shall have no responsibility under this Agreement to provide, without limitation, the following services:

- (1) Desktop support including support for peripherals (printers, scanners, monitors), desktop software, office suites, or other productivity tools not included within OCVR System
- (2) Resolving issues caused by software that is not subject to the System Services and that County installs on computers through which County accesses the OCVR System.
- (3) County's network support (hardware and software) including a third party ISP
- (4) Physical system security within County's offices
- (5) Election night reporting
- (6) Online voting or ballot status checking
- (7) Automated signature matching
- (8) GIS functionality for automatic districting
- (9) Campaign finance reporting
- (10) Staffing to support County election activities
- (11) Support, enhancements or changes to County's existing election management and vote tally systems
- (12) Interfaces between the OCVR System and existing County systems, other than the specified duty to cooperate
- (13) Disaster recovery for existing County systems
- (14) Data backup and recovery for existing County systems

3.5 County Obligations.

3.5.1 County's use of the OCVR System must comply with the following:

- (1) County will take reasonable steps to comply with OCVR System policies as set forth in the System Documentation, including policies related to OCVR System access and security.
- (2) County will maintain County PC and related hardware and software in accordance with the baseline configurations for use of the OCVR System established by the Steering Committee.
- (3) County will determine appropriate issue priority as set forth in the Service Level Agreement, Appendix D in cooperation with SOS.

3.5.2 County shall permit remote support to its internal systems related to its use of the OCVR System to enable SOS or its contractors to perform System Services remotely, and shall maintain firewalls and other security features in accordance with the System Documentation and the County Profile.

3.5.3. County shall notify SOS no later than 24 hours before any scheduled maintenance of the County's information systems, including its network connectivity, that will affect County's use of the OCVR

System. In addition, County shall notify SOS as soon as reasonably possible following the commencement of any unscheduled maintenance of the County's information systems, including network connectivity, that will affect County's use of the OCVR System.

3.5.4 County shall notify SOS no later than five (5) business days before any scheduled interruption to County's information systems that would affect County Hardware, Software and Voter Information set forth in the County Profile. In addition, County shall notify SOS as soon as reasonably possible following any unscheduled interruption to County's information systems that would affect County Hardware, Software and Voter Information set forth in the County Profile.

3.6 Sustainability Fund. SOS charges for County's use of the Elections Function. Accordingly, SOS will deposit funds paid from the County under this Agreement into an OCVR Sustainability Fund within the Elections Fund established under ORS 246.185 (the "OCVR Sustainability Fund"). In addition, SOS and the HAVA Steering Committee (established in accordance with the Help America Vote Act of 2002) have deposited \$10 million in the OCVR Sustainability Fund. It is the intent of SOS and the HAVA Steering Committee that the interest earned on the OCVR Sustainability Fund will be used to reduce the costs of SOS providing the Elections Function and therefore the fees charged to County.

SECTION 4. HELP DESK

4.1 Help Desk Services. SOS will make available a help desk that County may call toll free by telephone or contact by email, to submit questions about the OCVR System and to submit requests for support for the OCVR System in accordance with the terms of the Service Level Agreement set forth in Appendix D, as it may be amended from time to time. SOS shall provide the same service levels and support to County that SOS's service provider provides to SOS, as set forth in Appendix D, as it may be amended from time to time. County shall report all OCVR System problems and issues through the help desk by either calling the toll free number provided by SOS or sending an email to the help desk email address provided by SOS. The OCVR System shall include an on-line operation calendar that includes the hours of operation for the help desk.

4.2 Help Desk Responsibilities

4.2.1 SOS shall log and track all County requests for service made through the Help Desk.

4.2.2 SOS shall meet response times associated with the priority assigned to County issues as set forth in Attachment 2 of Appendix D, as it may be amended from time to time.

4.2.3 SOS's service provider will work directly with County election staff, County IT staff and the hardware vendor to resolve OCVR System problem.

4.2.4 County shall report any concerns or problems with the service provider service to SOS.

4.3 Changes to Service Level Agreement. SOS shall make available to County any material changes to the Service Level Agreement, Appendix D, as such changes occur. SOS shall also provide to County an updated Service Level Agreement by October 1 of each calendar year in the years the Service Level Agreement has been revised by SOS and SOS's service provider.

SECTION 5. SYSTEM ENHANCEMENTS; CHANGE MANAGEMENT

5.1 System Enhancement Requests. Authorized users of SOS and County may request enhancements to the functions provided by the OCVR System by sending an e-mail message to the Help Desk. SOS will propose the request to Change Control Board. If the Change Control Board approves the enhancement, it will make a recommendation to the Steering Committee to complete the enhancement, as recommended by the Change Control Board. SOS will implement the enhancement in accordance with the instructions of the Steering Committee.

5.2 Change Management. From time to time SOS may determine that the OCVR System requires upgrades to improve or maintain its current functionality. SOS shall perform such upgrades and shall notify County and act in response to County's confirmation in accordance with the SOS Change Management Table set forth in Appendix C.

5.3 System Documentation. SOS shall promptly provide to County updated System Documentation that reflects changes to the OCVR System.

SECTION 6. TRAINING

6.1 SOS will provide training for County personnel in accordance with the OCVR System training plan and policy.

6.2 In addition to the training provided pursuant to Section 6.1, SOS will provide, at its expense, for up to 3 days of OCVR System continuing education classes conducted by SOS' primary service provider to County personnel twice annually at conferences or seminars conducted by the Association of County Clerks. Such training shall include topics defined by the Association of County Clerks, and shall be held at a location determined by the Association of County Clerks.

SECTION 7. TREATMENT OF DATA

7.1 SOS and County shall comply with applicable state and federal laws governing the use and disclosure of Voter Registration Data and Election Management Information.

7.2 County shall be responsible for the timely and accurate entry of Voter Registration Data and Election Management Information that it enters into the OCVR System, including data initially provided to SOS as part of the process of County's migration to the OCVR System. SOS shall maintain in the OCVR System all Voter Registration Data and Election Management Information entered by County into the OCVR System. Provided that SOS retains Voter Registration Data and Election Management Information entered by County in the OCVR System as entered by County, SOS shall have no liability for the accuracy of Voter Registration Data or Election Management Information entered by County into the OCVR System.

7.3 SOS shall be responsible for the timeliness and accuracy of Election Management Information that it enters into the OCVR System. County shall have no liability for the accuracy of Election Management Information entered into the OCVR System by SOS.

7.4 For the purposes of the foregoing provisions, "entry" of Voter Registration Data or Election Management Information includes any revisions or deletions to that data or information, including the deletion of an individual's voter registration.

7.5 Each Party shall be responsible for responding to any public records request it receives, to the extent that it has access to the information requested, including responsibility for evaluating and appropriately handling the confidentiality of the information.

SECTION 8. PAYMENT

8.1. County shall pay SOS the amount set forth in the County Profile for providing System Services for the Initial Term. County's payment for the Initial Term is due to SOS no later than July 31, 2006. If County chooses not to use the OCVR System's Elections Functions, such choice shall be noted in the County Profile, and County shall have no obligation to pay any amount to SOS for use of the Elections Functions.

8.2 After the Initial Term, and provided that County chooses to use, or continues to use the Elections Functions, for each one year period that begins on July 1 of a calendar year, and ends on June 30 of the following calendar year, County shall pay SOS an amount agreed upon by SOS and County, which shall be set forth in an

amended County Profile agreed upon by SOS and County and made part of this Agreement. Such amount shall be due on July 31 of the applicable year as payment for the one year period that begins on July 1.

8.3 If SOS is providing County access to the OCVR System's Elections Functions, but later County Opt Out under Section 3.2, then County shall not be liable for Elections Functions Charges attributable to the Extension Term that begins after the effective date of County's Opt Out provided in accordance with Section 3.2. If the County chooses at some later date to begin using the Elections Functions, the Parties will determine County's payments to SOS as set forth in Section 8.4.

8.4 If County wishes to begin using the Elections Functions, whether for the first time, or after previously Opting Out, County shall notify SOS, and SOS and County shall negotiate, in good faith, the costs for using the Elections Functions of the OCVR System and for SOS providing the System Services set forth in this Agreement with respect to County's use of the Elections Functions of the OCVR System. The amount agreed upon by SOS and County shall be set forth in an amended County Profile agreed upon by SOS and County and made a part of this Agreement, and shall be due on the date set forth in the County Profile.

8.5 If County fails to pay any amount due under this Section 8 to SOS within 10 days of the date that it is due, then SOS may notify County of such failure and set forth in such notice the date on which SOS will remove County's access to the Elections Functions of the OCVR System, which will be no sooner than 30 days after the date of the notice. If County fails to pay any amounts due by the date in the notice for SOS to remove County's access to the Elections Functions of the OCVR System, then SOS may remove County's access to the Elections Functions of the OCVR System. Despite removing County's access, SOS shall provide reasonable cooperation to County as specified in Section 3.2.4(ii).

8.6 If requested by County, SOS shall consider permitting County to access the Elections Function under this Agreement at no charge during a transition period if:

8.6.1 County is unavoidably obligated to pay to use third party elections management software for the transition period (or if County is required to pay the third party a substantial early termination fee);

8.6.2 The transition period is a reasonable amount of time to facilitate County's transition to using Elections Function under this Agreement; and

8.6.3 SOS in its sole discretion determines County's free access to the Elections Function will not cause a substantial subsidy from other Counties or financial detriment to SOS.

If SOS agrees to permit County to access the Elections Function at no cost during the transition period, the parties will memorialize the specifics in the County Profile.

SECTION 9. REPRESENTATIONS AND WARRANTIES

9.1 County's Representations and Warranties. County represents and warrants to SOS as follows:

9.1.1 County is a political subdivision of the State of Oregon (or an intergovernmental entity formed by political subdivisions of the State of Oregon under ORS Chapter 190) duly organized and validly existing under the laws of the State of Oregon. County has full power, authority and legal right to make this Agreement and to incur and perform its obligations hereunder.

9.1.2 The making and performance by County of this Agreement (1) have been duly authorized by all necessary action of County and (2) do not and will not violate any provision of any applicable law, rule, regulation, or order of any court, regulatory commission, board, or other administrative agency or any provision of County's charter or other organizational document and (3) do not and will not result in the breach of, or constitute a default or require any consent under any other agreement or instrument to which County is a party or by which County or any of its properties may be bound or affected.

9.1.3 No authorization, consent, license, approval of, filing or registration with or notification to any governmental body or regulatory or supervisory authority is required for the execution, delivery or performance by County of this Agreement.

9.1.4 This Agreement has been duly executed and delivered by County and constitutes a legal, valid and binding obligation of County, enforceable in accordance with its terms subject to the laws of bankruptcy, insolvency, or other similar laws affecting the enforcement of creditors' rights generally.

9.2 SOS's Representations and Warranties. SOS represents and warrants to County as follows:

9.2.1 SOS is an agency of the State of Oregon duly organized and validly existing under the laws of the State of Oregon. SOS has full power, authority and legal right to make this Agreement and to incur and perform its obligations hereunder.

9.2.2 The making and performance by SOS of this Agreement (1) have been duly authorized by all necessary action of the State and (2) do not and will not violate any provision of any applicable law, rule, regulation, or order of any court, regulatory commission, board, or other administrative agency or any provision of any other organizational document and (3) do not and will not result in the breach of, or constitute a default or require any consent under any other agreement or instrument to which SOS is a party or by which SOS or any of its properties may be bound or affected.

9.2.3 No authorization, consent, license, approval of, filing or registration with or notification to any governmental body or regulatory or supervisory authority is required for the execution, delivery or performance by SOS of this Agreement.

9.2.4 This Agreement has been duly executed and delivered by SOS and constitutes a legal, valid and binding obligation of SOS, enforceable in accordance with its terms subject to the laws of bankruptcy, insolvency, or other similar laws affecting the enforcement of creditors' rights generally.

SECTION 10. TERMINATION AND DISPUTE ESCALATION

10.1 Termination by SOS. SOS may terminate this Agreement as follows:

10.1.1 SOS may terminate this Agreement immediately upon written notice to County, or at such later date as SOS may establish in such notice, if SOS fails to receive funding, appropriations, limitations or other expenditure authority at levels sufficient to continue to operate the OCVR System, or to provide the System Services.

(a) In the event SOS reasonably believes it must terminate this Agreement pursuant to this Section 10.1.1, SOS shall provide notice to County as soon as possible of its intent to terminate this Agreement. When possible, SOS shall provide such notice to County 6 months prior to the effective date of the termination.

(b) Termination Assistance. In the event SOS terminates this Agreement under this Section 10.1.1, the Parties will cooperate in good faith with each other and with other counties to attempt to minimize the disruption and adverse effects caused by such termination to all counties business. As part of the cooperative effort, SOS shall develop, with the assistance of counties, a transition plan. In developing the transition plan, within the existing budget and legal constraints, SOS will consider including the following:

(i) Granting, subject to reasonable terms and conditions, or assisting County or counties' agreed upon designee to obtain a sublicense or other right to use software owned or licensed by SOS that is primarily then used by SOS to provide the services that are available through the OCVR System.

(ii) Providing County or counties' agreed upon designee appropriate interface information for the software provided that SOS has or reasonably can obtain the necessary rights.

(iii) Providing training for County personnel (or personnel of the counties' agreed upon designee) in operations and maintenance of the software owned or licensed by SOS that is primarily then used by SOS to provide the services that are available through the OCVR System.

(c) Given that SOS will terminate this Agreement under this Section 10.1.1 in the event of a lack of sufficient funding, County understands that it may be required to pay for some or all of the expenses associated with implementing the transition plan. Nothing in this Section requires County to agree to the transition plan.

10.1.2 SOS may terminate this Agreement if federal or state laws, regulations, or guidelines are modified or interpreted in such a way that SOS' operation of the OCVR System or its performance of the System Services under this Agreement is prohibited.

10.1.2.3 SOS may terminate this Agreement upon breach of this Agreement by County and failure by County to cure the breach within 30 calendar days after written notice from SOS specifying the breach.

10.2 Termination by County. County may terminate this Agreement as follows:

10.2.1 County may terminate this Agreement immediately upon written notice to SOS, or at such later date as County may establish in such notice, if County fails to receive funding, appropriations, limitations or such other expenditure authority at levels sufficient to enable it to meet its contract obligations under this Agreement. In the event County reasonably believes it must terminate this Agreement pursuant to this Section 10.2.1, County shall provide notice to SOS as soon as possible of its intent to terminate this Agreement. When possible, County shall provide such notice to SOS 6 months prior to the effective date of the termination.

10.2.2 County may terminate this Agreement immediately upon written notice to SOS if federal or state laws, regulations, or guidelines are modified or interpreted in such a way that County's performance of its obligations under this Agreement is prohibited.

10.2.2.3 County may terminate this Agreement upon breach of this Agreement by SOS and failure by SOS to cure the breach within 30 calendar days after written notice from County specifying the breach.

10.3 Remedies. Termination of this Agreement shall not affect any other remedies and rights which County or SOS may have under this Agreement, in law or in equity.

10.4. Dispute Escalation. SOS and County agree that it is in both Parties' best interests to initially attempt to settle disputes arising out of or in connection with this Agreement by unmediated negotiation. Therefore, the Parties agree to assign the appropriate representatives to comply with the following escalation process, and such representatives will have all necessary authority to bind their respective principals to any settlement achieved in the negotiation. If either Party believes that an incident has occurred related to Agreement performance, that there is an ongoing dispute, or there is an issue of poor performance (hereinafter a "Dispute"), which could be resolved short of termination, then it may initiate the dispute resolution process of this Section by sending the other Party written notice describing the problem and requesting that the other Party meet pursuant to this process.

10.4.1 Within five (5) business days of receipt of notice of a Dispute, SOS shall make available its OCVR Program Manager and County shall make available its Chief Deputy County Clerk to make good faith attempts to resolve the Dispute.

10.4.2 If these representatives cannot resolve the Dispute within the next five (5) business days, SOS shall make available its Elections Director and County shall make available its Department Director to make good faith attempts to resolve the Dispute.

10.4.3 If the Dispute is not resolved within fifteen (15) business days from the date the notice of Dispute was first received, or upon receipt of notice of a second consecutive Dispute, SOS shall promptly make available the Deputy Secretary of State and County shall make available its County Administrator to conduct a root-cause analysis of the failure of the Parties to cure such Dispute.

SECTION 11. GENERAL PROVISIONS

11.1 Notices. Notices shall be in writing and either delivered personally or sent by registered or certified mail, postage prepaid, by internationally recognized air courier or by facsimile or electronic means which provides for confirmation and acknowledgment of receipt. Notices sent to any Party under this Agreement shall be sent to the Party's Authorized Representative. Each Party may change its address for receiving notice or its Authorized Representative at any time upon notice given in accordance with this Section. Notices shall be deemed given upon delivery or, in the case of facsimile or electronic transmission, when acknowledgment and confirmation of receipt is received electronically, provided that a printed copy of such acknowledgment and confirmation is forwarded on the date received, by another means provided for in this Section.

11.2 Force Majeure. Neither Party shall be liable for a delay or failure to perform due to causes beyond its control.

11.3 Independent Status. SOS and SOS's staff, shall at all times be independent contractors. County shall have no right to, and shall not, control the manner or determine the method of accomplishing the System Services. Neither SOS nor SOS's staff are employees or agents of County, nor are County or County's staff employees or agents of SOS for any purpose whatsoever. Neither Party or its staff shall, under any circumstances, have any authority to act for or to bind the other Party, or to sign the name of the other Party, or to otherwise represent that it is in any way responsible for the other Party's acts or omissions.

11.4 Governing Law; Venue; Consent to Jurisdiction. In all respects this Agreement shall be governed by the substantive laws of the State of Oregon, without regard to its conflict of law principles, and applicable federal law. Any claim, action, suit or proceeding between any agency or department of the State of Oregon and County that arises from or relates to this Agreement shall be brought and conducted solely and exclusively within the Circuit Court of Marion County for the State of Oregon; provided, however, that if a claim must be brought in a federal forum, then it shall be brought and adjudicated solely and exclusively within the United States District Court for the District of Oregon. In no event shall this section be construed as a waiver by the State of Oregon of its sovereign immunity. SOS AND COUNTY BY EXECUTION OF THIS AGREEMENT HEREBY CONSENT TO THE IN PERSONAM JURISDICTION OF SAID COURTS.

11.5 Severability. If any provision of this Agreement is held invalid, illegal or unenforceable, the remaining provisions shall be unimpaired. Headings are for reference only and shall not affect the meaning of any provision of this Agreement.

11.6 Funds Available. County's obligation to make any payments under this Agreement is conditioned on County receiving sufficient expenditure authority to make any payments due under this Agreement. If County does not receive such expenditure authority, then County shall notify SOS as soon as practical. County's failure to receive sufficient expenditure authority to make any payments under this Agreement shall be treated as if County opted out of choosing the Elections Functions of the OCVR System under Section 3.2, effective on the date on which payment would have been due.

11.7 Subcontractors. County acknowledges and agrees that the System Services may be provided by a third party or third parties selected by SOS, and that nothing in this Agreement provides County any right to approve SOS' selection of such third parties. In the event that SOS chooses additional or different third parties to provide some or all of the System Services, SOS shall notify County, and provide County the information sufficient to allow County to exercise its rights under this Agreement.

11.8 Agreement Documents; Order of Precedence; Integration and Waiver.

11.8.1 This Agreement consists of the following documents, which shall be interpreted in the following, descending order of precedence: (i) this Agreement, less its Appendices, (ii) Appendix B, (iii) Appendix C, (iv)

Appendix D, and (v) Appendix A. Appendices A, B C, and D attached to this Agreement are incorporated into this Agreement.

11.8.2 This Agreement, including all Appendices, constitutes the entire agreement between the Parties on the subject matter hereof. There are no understandings, agreements, or representations, oral or written, not specified herein regarding this Agreement. The failure of either Party to enforce any provision of this Agreement shall not constitute a waiver by that Party of that or any other provision.

11.9 Amendment. No waiver, consent, modification or change of terms of this Agreement shall bind either Party unless in writing and signed by both Parties and when required approved by the Department of Justice. Such waiver, consent, modification or change, if made, shall be effective only in the specific instance and for the specific purpose given. County, by its signature, hereby acknowledges that it has read this Agreement, understands it, and agrees to be bound by its terms and conditions.

11.10 Survival. All rights and obligations shall cease upon termination or expiration of this Agreement except for the rights and obligations set forth in the following sections: Section 8 (Payment); Section 9 (Representations and Warranties); Section 10.3 (Remedies); Section 11.4 (Governing Law; Venue; Consent to Jurisdiction); Section 11.8 (Agreement Documents; Order of Precedence; Integration and Waiver); Section 11.10 (Survival); and Section 11.12 (Records).

11.11 Compliance with Law. SOS and County shall comply with all federal, state and local laws, regulations, executive orders and ordinances applicable to this Agreement.

11.12 Records. Each Party shall maintain financial records relating to this Agreement in accordance with generally accepted accounting principles to clearly document the Party's performance. Additionally, each Party shall maintain any other records pertinent to this Agreement in such a manner as to clearly document the Party's performance of its duties under this Agreement. SOS, County, and the federal government and their duly authorized representatives shall have access to such financial records and other books, documents, papers, plans, records of shipments and payments and writings of the Parties that are pertinent to this Agreement, whether in paper, electronic or other form, to perform examinations and audits and make excerpts and transcripts. County and SOS shall retain and keep accessible all such financial records, books, documents, papers, plans, records of shipments and payments and writings for a minimum of six (6) years, or such longer period as may be required by applicable law, following final payment and termination of this Agreement, or until the conclusion of any audit, controversy or litigation arising out of or related to this Agreement, whichever date is later.

IN WITNESS WHEREOF, the Parties hereto have duly executed this Agreement as of the day, month and year noted below.

**THE STATE OF OREGON, acting through its
OFFICE OF THE SECRETARY OF STATE**

By: 

Title: Deputy Secretary of State

Date: 11/7/05

Address and Fax for Notices: Oregon Secretary of State
Attn: P. Kevin Walther, CPPB, OPBC
255 Capitol St NE, Suite 180
Salem, OR 97310
Phone # 503-986-0514
Fax #503-378-4991

MULTNOMAH COUNTY

By: 

Title: DIRECTOR, DEPT OF COMMUNITY SVCS.

Date: 11/7/06

Address and Fax for Notices:

Appendix A

County Profile

County will use Elections Functions

Annual Payment for the Initial Term (as that term is defined in Section 2.1): \$101,978.00

Transition Period Provision pursuant to Section 8.6.2: None

County Hardware, Software and Voter Information:

Multnomah County					John Kauffman Director of Elections 1040 SE Morrison St. Portland, OR 97214-2495 (503) 988-3720	
1°	Title	Name	Phone	Email		
X	County Clerk	John Kauffman	(503) 988-3720	john.kauffman@co.multnomah.or.us	# of Voters 395,226 Public IP Address 159.121.4.162,169 Remote Support Approval YES	
	IT Contact	Stephen Frame	(503) 988-4596	stephen.d.frame@co.multnomah.or.us		
	Central Services Support	Julie Bates	(503) 988-3720	julie.bates@co.multnomah.or.us		
		Karen Bechtolt	(503) 988-3720	karen.bechtolt@co.multnomah.or.us		

OCVR Equipment

#	Item	Make/model	OS	Description	HAVA Purchase?	Notes
12	Computer	Dell Optiplex GX270	Windows XP	P4, 2.4 GHz, 512MB	No	
16	Computer	Dell Optiplex GX400	Windows XP/2000	P4, 1.8 GHz, 256MB	No	
5	Computer	Dell Optiplex GX260	Windows 2000	P4, 2.0 GHz, 512MB	No	
1	Computer	Dell Optiplex GX400	Windows 2000	P4, 2.0 GHz, 384MB	No	
5	Printer	Dymo Labelwriter 330 Turbo			No	
1	Printer	HP Laserjet 2100TN			No	
1	Printer	HP Laserjet 5si MX Secap (HP/Pitney		Envelope Printer	No	
1	Printer	Bowes) 9K-LC			No	
1	Printer	HP Laserjet 5si MX			No	
1	Printer	Xerox Docuprint			No	
1	Printer	Canon Imagerunner 3300			No	
5	Printer	Dymo Labelwriter 330 Turbo			Yes	
1	Computer	HP DC 5000	Windows XP Pro	P4, 3.2 GHz, 512MB	Yes	
1	Monitor	HP L1755			Yes	
	Scanner	Canon DR 3080CII			Yes	
	Scanner	Canon DR 3080CII			Yes	
	Scanner	Canon DR 3080CII			Yes	
3	Scanner	Canon DR 3080CII			Yes	
2	Printer	Xerox Phaser 4500N			Yes	

Appendix B

Supported Services

Hardware services. SOS shall provide the following hardware services:

- **Recommendations.** SOS shall specify and recommend minimum hardware configurations necessary for County to operate the OCVR System. Unless agreed separately by SOS and County, County shall be responsible for purchasing and maintaining this equipment at its own cost.
- **Upgrades.** SOS will provide upgrades to the OCVR System Hardware as determined by SOS.

Unsupported hardware. SOS will not support any hardware except as set forth in the previous Section, including without limitation, the following:

- Copiers
- Facsimile devices
- County network equipment and wiring
- County desktop units and peripherals (printers, scanners, monitors)

Supported software. SOS shall support the following software:

- OCVR System software
- Reporting Tools for the OCVR System that reside on County desktop computers and that are specified in the County Profile.
- Security applications identified in the County Profile resident on County's computers

Software Services. SOS will make available software support services, including software installations and upgrades specific to the supported software listed above, including the costs of those services and upgrades in accordance with the Service Level Agreement, Appendix D, and in accordance with Section 4 of this Agreement.

Backup Services. SOS shall fully back up all OCVR System SOS-supported servers nightly every business day, at least one additional time per week and one additional time per month. SOS shall retain nightly backups for one week. SOS shall retain weekly backups for one month. SOS shall retain monthly backups for six months.

County may request data from a backup still in SOS' retention in accordance with the retention schedule set forth above by calling the Help Desk during its normal operating hours.

Appendix C

SOS Change Management Table

Change management refers to any event that alters the functional or technical specifications of the OCVR System, including its software, hardware, network and facilities. SOS shall take reasonable steps to conduct change management activities to minimize disruption of the services for which County uses the OCVR System. SOS shall notify County of change management activities in accordance with the following table, and will not proceed with any change management activity that requires County's confirmation until SOS receives County's confirmation. Notwithstanding Section 11.1 of this Agreement, SOS shall post notices required by this Appendix C on the OCVR System. County shall provide any required confirmation as set forth in the notification of change management activities. SOS shall have sole discretion to determine the classification of both planned and unplanned change management activities.

SOS Change Management	Business Impact	County notification and confirmation	
Standard	Minor or repetitive changes considered part of the normal workflow with <i>no effect</i> on County's business	SOS will provide notice to County <i>24 hours</i> in advance. No confirmation required.	Change to screen background or background process. Transparent to user.
Minor	Small changes that have a documented and proven implementation process with <i>little impact</i> to County's business.	SOS will provide notice to County <i>five working days</i> in advance. No confirmation required.	Installing patch on NT server.
Moderate/Major	Changes that may affect multiple applications and have a <i>broad or significant business impact</i> .	SOS will provide notice to County <i>thirty calendar days</i> in advance. If County believes the change management will disrupt County elections, County must respond to SOS within the timeline set forth in SOS's notice. Upon receipt of such notice from County, SOS shall schedule the change management for a time mutually agreeable to the Parties. County's failure to respond to SOS within the timeline set forth in SOS' notice, shall be deemed County's confirmation of the change management.	New OS or version upgrade, local communication room upgrade in network infrastructure, replacing old information in system with new.

	Critical (during business hours)	System brought down to perform needed function to enable business continuation	SOS will provide notice to County 48 hours in advance. No confirmation required. SOS will consider impact on County if response from County is received within 24 hours of SOS's notice.	Unforeseen emergency that allows 48 hour notice
--	---	--	--	---

	Critical (After-hours)	Changes that must be performed in order to correct a faulty IT service having <i>some impact</i> on County's business. Impact to business does not warrant immediate correction.	SOS will advise County <i>as soon as possible</i> after knowing such a change is required. No confirmation required.	Hung process on a server – needs to be corrected before next tape backup is scheduled.
		Changes that must be performed in order to correct a faulty IT service having a <i>major impact</i> on County's business. Impact to business requires immediate resolution.	SOS will advise County <i>after change implementation</i> . No confirmation required.	Virus attack on network.

Appendix D

Service Level Agreement (SLA)

Services provided

This Service Level Agreement (SLA) describes Contractor's commitment to provide the following services for the Oregon Centralized Voter Registration (OCVR) project:

- **Hardware Support.** This includes all hardware for OCVR installed at the 3 data centers.
- **Third-Party Software Support.** This includes all third party software (Oracle DBMS, RedHat Linux and Microsoft Windows 2003 Server operating systems, Citrix middle-tier environment, etc.) installed on the hardware at the 3 data centers.
- **Security Monitoring.** This includes ongoing daily monitoring of all security devices and their outputs to ensure maximum security of the OCVR System.
- **Application Support.** This includes providing support for the OCVR Voter Registration and Election Management application including bug-fixes, enhancements, and changes required by end users or changes in State or Federal law.
- **Help Desk Support.** This includes providing a variety of assistance to end users via email, phone (1.866.400.OCVR), and onsite visits including assistance with explaining the application functionality, password issues, performance issues, and other issues related to the OCVR hardware or software.

This SLA does not cover services related to any other hardware or software owned by SOS or the Counties that is not related to OCVR, was not procured for the specific purpose of OCVR, and third party and DAS owned networks.

Hours of coverage

For the Select Plan, the procedures in this SLA are followed from 8:00 A.M. to 6:00 P.M. Monday through Friday PST. Any County may request emergency support and extend the hours of coverage through midnight or through the weekend by informing Contractor 24 hours in advance at no additional cost. For the Platinum Plan, the procedures in this SLA are followed 24 hours a day, 7 days a week.

Measurement and reporting

Contractor will provide SOS with the following reports:

Report name	Reporting interval	Delivery method
SLA Summary Report: The SLA Report will list: (i) Total Monthly Uptime in hours and percentage by Datacenter and for the System as a whole, (ii) Average time to resolution of all issues reported during the month and total number of issues handled during the month	Monthly	Email prior to in person discussion to the Contract Administrator at SOS.

(iii) Any Security issues that were handled		
(iv) Number of issues forward to the Change Control Board for approval and prioritization		
SLA Detail Report: Individual list of all issues, the person and county which reported the issue, the resolution or status of the issue, and the time it took to resolve the issue from the time it was reported to the time it was resolved.	Monthly	Email prior to in person discussion to the Contract Administrator at SOS.

Contractor contact:

Role	Name	Email	Phone
Help Desk Manager	Richard Chavez, Chaves Consulting	richard@chavesconsulting.com	1-866-400-OCVR (6287)
Project Manager	Barbara Conway	bconway@saberconsulting.com	503-566-7095

General overview

This SLA between SOS and Contractor establishes a commitment for **Oregon Centralized Voter Registration (OCVR) Support** as detailed in this SLA. This document clarifies both parties' responsibilities and procedures to ensure SOS needs are met in a timely manner.

The services provided under this SLA are known as the **Select Plan** and a high level overview of the **Select Plan** is shown in the table below:

Select Plan Details		
	Peak	Off peak
Phone Response	1 hours	3 hours
Onsite Response	4 hours	8 business hours
Phone Staffing	8 am - 6 pm Any county can call to extend support hours to midnight.	
Infrastructure Support	24 x 7 x 365	
Security Monitoring	24 x 7 x 365	

The pilot rollout platinum support will kick-in on the effective date of this Agreement and end on June 30th, 2006. A high level overview of the Platinum plan is shown in the table below:

Platinum Plan Details		
	Peak	Off peak
Phone Response	Immediate	1 hour
Onsite Response	2 hours	3 business hours
Phone Staffing	24 x 7 x 365	
Infrastructure Support	24 x 7 x 365	
Security Monitoring	24 x 7 x 365	

The table below provides definitions for terms used in this SLA.

Peak	During elections times. Any county can call to activate the peak support mode (Sep, Nov, Mar and May) which extends support to midnight.
Off-Peak	Regular support mode. 8:00AM to 6:00 PM Monday through Friday except holidays.
Hardware Support	The fees charged by the hardware vendors to respond to fixing hardware issues with certain periods of times including labor and spare parts charges.
Software Licenses	The fees charged by software vendors (Oracle, Citrix, ImageBasic, Linux Red Hat OS, etc.) to resolve issues with the software and provide upgrades and patches.
Infrastructure Support	Manning the data centers to perform all System ongoing maintenance and housing activities including databases backup and recovery, file System backup and recovery, System tuning, System upgrades, problem resolutions and preventive maintenance.
Security Monitoring	24x7 active monitoring of all security devices, alerts and defense mechanisms to ensure immediate response to any security threats and to ensure all systems are kept up to date and in optimum working conditions.
Personnel: Technical	The team of system and network engineers needed to provide the infrastructure support.
Personnel: Developers	The team of developers to provide application support. The support include bug fixes and developing approved enhancements. The amount of application enhancements is a function of the number of available developers.
Personnel: Support	The first (and probably second) lines of support to resolve issues for users.

Details regarding the **Platinum and Select Plans** are provided below. Contractor will provide the following services:

- One toll free number for all IT, application, and infrastructure related issues, i.e., an SOS IT staff member simply has to call one toll free number to report a problem with any part of the entire System (rather than calling HP or Oracle or F5 or any other hardware or software vendor). A Contractor technician will then either contact the appropriate hardware or software vendor or will be dispatched to diagnose and correct the problem onsite.
- One toll free number for all counties and end users to call to obtain remote or onsite training including refresh of a user's authentication credentials, new hire training, application access issues, application functionality questions, or any other questions they may have regarding OCVR. A Contractor OCVR functional expert/trainer will answer the question over the phone or will be dispatched onsite to assist the county. County end users can also use an email address or enter the issue directly into the Feedback and Support module integrated into the OCVR System.
- Security Monitoring services that include 24x7 active monitoring of all security devices, alerts and defense mechanisms to ensure immediate response to any security threats and to ensure all systems are kept up to date and in optimum working conditions.
- All calls will be handled by phone immediately or with two hours onsite response for the Platinum Plan and via a one hour callback phone response and 4 hours onsite response for the Select Plan (if required) during peak election periods. SOS will inform Contractor 15 days prior to the date that it considers the start of a peak election period. Contractor assumes that SOS will not arbitrarily declare a period of days as a peak election period if in fact it is not such a period.
- All calls will be handled via 1 hour callback phone response and 3 hours onsite response for the Platinum Plan and 3 hour callback phone response and 8 hour onsite response for the Select Plan (if required) during off peak periods. SOS will inform Contractor 15 days prior to the date that it considers the end of the peak election period and the start of the off peak period.
- The Contractor Help Desk will be available at all times to end users under the Platinum Plan and will be available from 8am – 6pm during off-peak periods and from 8am through midnight during peak periods under the Select Plan. During off peak periods, any county user may call Contractor (with 24 hours notice) to extend the help desk support hours to midnight. Any support calls made during the weekend (or during standard State holidays) will be returned after 8am PST the following Monday (or the day after the holiday).
- OCVR application support, maintenance, upgrades (whether due to changes in State or Federal Election law or because the users have decided to make changes in the application), and technical documentation revisions and updates. This includes the ability for SOS IT staff to call and ask any technical questions regarding the

application, its performance, its database structure, its design, its backup and recovery capabilities or any other questions related to operation, maintenance, or preventive maintenance of the application.

- Contractor does not put an upper limit on the number of changes to the application that can be requested by SOS, the number of support calls that can be made by IT staff or end users, or the number of onsite visits that may need to be made if the problem cannot be resolved over the phone or remotely.
- Contractor commits to a timeframe for application changes (especially in the case of changes required by law) that is timely and acceptable to SOS. The changes will be determined on a change order control form and the timeframe will be approved by SOS; Contractor is committed to providing the changes during that approved timeframe.
- Contractor will specifically supply support for the datacenter hardware and software and the county hardware and software listed in Attachment 1 to this Appendix D. SOS is responsible for on time payment of support charges for all third party hardware and software (such as Oracle, Citrix, etc.). For Contractor Platinum or Select Support to be in effect, SOS must not let any required third party hardware or software support agreement lapse.

Terms and conditions

SLA review

Contractor's designee will initiate a review of this SLA with the SOS 90 days after the effective date of Amendment 1 to the contract between SOS and Contractor. A representative of either party may submit a written request for review of this SLA to the SOS Program Manager at any time. This SLA should be reviewed annually. In the absence of the completion of a review, the current SLA will remain in effect. Contractor will incorporate revisions into this SLA if both parties mutually agree to the proposed changes.

Party responsibilities

SOS responsibilities

SOS agrees to:

- Keep third party hardware and software support current by promptly paying all support payments to these vendors (e.g. Oracle, Citrix, Tripwire, etc.).
- Provide access to Contractor personnel to all data centers and county offices to provide the services covered under this SLA.
- Hold meetings of the Change Control Board to approve, prioritize, and schedule changes requested by end users or required by changes in State or Federal laws.
- Be willing and available to provide critical information within an appropriate time of receiving a request for information from a Contractor personnel seeking to resolve an issue.

- Pay for the Platinum and Select Support Plans.
- Work with DAS and other Network Service Providers in case of network interruptions.
- Work with DMV and other State Agencies in case of service interruptions caused by those Agencies not providing information needed by OCVR interfaces.

Contractor responsibilities

- Meet all requirements as specified by the Select Plan described above.
- Provide Monthly SLA Summary and Detail reports to SOS.
- Maintain Support staff and appropriate backup staff in case the primary staff is not available.
- Maintain appropriate documentation of all calls, emails, and issues as part of this SLA.
- Work with SOS to identify and assist in resolving issues with network connectivity and service interruptions due to other State Agencies not providing data for required interfaces.
- Correct defects in the System in accordance with Attachment 2 to this Appendix D.
- Contractor will not be responsible for the maintenance and support of County or State networks.

Attachment 1 to Appendix D: Supported hardware and software

OCVR Server Configurations & Rack Allocations

Salem Rack	Eugene Rack	Burns Rack
4 x Config 6	1 x Config 8	1 x Config 8
4 x Config 5	4 x Config 6	4 x Config 6
1 x Config 2	4 x Config 5	4 x Config 5
2 x Config 1	2 x Config 1	2 x Config 1
1 x Config 4	3 x Config 3	3 x Config 3
2 x Config 3	1 x Config 7	1 x Config 7
1 x Config 7		

Config 1	Config 2	Config 3
Compaq Proliant DL380	Compaq Proliant DL380	Compaq Proliant DL380
Single Xeon 3.2GHZ	Dual Xeon 3.2GHZ	Single Xeon 2.8GHZ
2MB L2 Cache	2MB L2 Cache	512K L2 Cache
9GB RAM	4GB RAM	1GB RAM
4x146GB 10K U320 HDD	2x72 15K U320 HDD	3x36 10K U320 HDD
Redundant Power Supply	Redundant Power Supply	Redundant Power Supply
3 Redundant Fans	Redundant Fans	Redundant Fans
Redhat Linux 3.0 AS	Redhat Linux 3.0 AS	Windows 2003 Server SE
Oracle9i V9.2.0.5	Oracle9i V9.2.0.5	Func.: Sec. Mgmt Server
Purpose: 9i RAC Servers	Func.: Data Guard Server	
6 Servers	1 Server	8 Servers

Config 4	Config 5	Config 6
Compaq Proliant DL380	Compaq Proliant DL360	Compaq Proliant DL360
Dual Xeon 2.8GHZ	Dual Xeon 3.06GHZ	Single Xeon 3.06GHZ
512K L2 Cache	1MB L2 Cache	1MB L2 Cache
2GB RAM	4GB RAM	1GB RAM
3x36 10K U320 HDD	2x36GB 15K U320 HDD	1x36GB 15K U320 Hdd
Redundant Power Supply	Redundant Power	Redundant Power
Redundant Fans	Windows 2003 Sever SE	Windows 2003 Server SE
Windows 2003 Server SE	Citrix Metaframe 3.0	6 Secure Gateway Servers
MS SQL Server 7.0	Func.: Presentation Servers	6 Citirix Web Servers
Func. : Security Mgmnt		
1 Server	12 Servers	12 Servers

Config 7	Config 8
42U EVA CAB 60HZ	HP Tape Autoloader
EVA3000	OV Data Protector Cell Mng
8 x 72 15K U320 HDD	

* Configurations may incur minor changes as installation/Configurations Progresses

Development, Test, and Training Environment

Software List	Qty
Computer Associates BrightStor Backup Software version 11.0	1
Oracle Enterprise Edition 9i	3
Citrix MetaFrame Presentation Server 3.0	100 Users
Vision X Software	Vol
Windows 2003 Standard Edition (32bit)	3
Redhat Linux 2.1 AS (x86)	2
Windows 2003 Terminal Server Licenses	50
Computer Associates E-Trust Antivirus	7
Hardware List	
PowerEdge 4210,42U Rack with Keyboard and Monitor	1
16 Port KVM Switch	1
PowerEdge 1750,2.8GHz/512K Cache Xeon, 533MHz Front Side Bus (221-2098), Single Processor , 2GB DDR,266MHz,2X1GB DIMMS, 2 X 36GB U320, SCSI, 10K, Hard Drive, Dual Power Sources, 3 Years Silver Support	7
PowerEdge 6600 2.8GHz/2MB Cache Xeon, Redundant Power (221-3333), Single Processor, 8GB DDR RAM (8X1GB), 4 X 36GB and 4 X 73GB 10K RPM, Ultra 320, SCSI Hard Drives, Dual Power Sources, 3 years Silver Support	2
HP Procuve Switch	1
PV114T,LTO1 Tape Backup Unit, with three years Silver Support	1
Tape Media,LTO,5 Pack,100/200 GB	2

ATTACHMENT 2 TO APPENDIX D
ERROR/DEFECT CORRECTION

Contractor shall exercise its best efforts to maintain the System for all levels of errors described below, in accordance with the most stringent of the following procedures: (1) the procedures set forth below; or (2) the procedures set forth in the Platinum Plan table in the General Overview section of this Appendix D. For purposes of this Appendix D, System means those portions of the System within SOS control.

Priority Level	Criteria	Time Limit For Contractor to Respond to Request by SOS or County	Time Limit For Contractor to Correct Error/Defect
1	<u>Critical</u> : Problem may cause the election process to stop, any County can't proceed with an election, or the security or integrity of the System may be compromised if not addressed.	Within one (1) hour from SOS's notification to Contractor, Contractor shall provide to SOS, or within one (1) hour from County's notification to Contractor, Contractor shall provide to County, a proposed plan to correct such error. Plan shall include a list of all assigned Contractor resources dedicated to the resolution of the problem.	Once proposed plan to correct error has been received by SOS or County, as applicable, a time limit will be negotiated. If a work around cannot be found, an update will be prepared on an emergency basis.
2	<u>Severe Impact</u> : Basic service provided by the System is degraded; some functions may not be available or may be inadequate; work around exists. May become a critical priority level if not addressed.	Within two (2) hours from SOS's notification to Contractor, Contractor shall provide to SOS, or within two (2) hours from County's notification Contractor, Contractor shall provide to County, a proposed plan to correct such error. Plan shall include a list of all assigned Contractor resources dedicated to the resolution of the problem.	Contractor shall have seven (7) calendar days to correct the error. Contractor shall provide a daily status on its progress in resolving the problem.

3	<p><u>Degraded Operation:</u> Minor functional problems cause inconvenience to users of the System; workaround exists; the System recovers on its own, but the problem continues.</p>	<p>Within twenty-four (24) hours from SOS's notification to Contractor, Contractor shall provide to SOS, or within twenty-four (24) hours from County's notification to Contractor, Contractor shall provide to County, a proposed plan to correct such error. Plan shall include a list of all assigned Contractor resources dedicated to the resolution of the problem.</p>	<p>Contractor shall have thirty (30) calendar days to correct the error. Contractor shall provide a weekly status on its progress in resolving the problem.</p>
4	<p><u>Suggestion or Comment:</u> Suggestions and comments can be incorporated in the next update if SOS and Contractor deem it appropriate. County may request enhancements to the System in accordance with Section 5.1 of the Agreement.</p>	<p>No immediate response is necessary.</p>	<p>If SOS or County is unable to solve a problem, Contractor will assist SOS or County, as applicable by telephone according to the above priorities, with respect to the use and operation of the System. Such assistance will be available to SOS or County, as applicable at no cost continuously during Contractor's regular business hours.</p>