

COLORADO COUNTY COMMISSIONERS COURT  
NOTICE OF OPEN MEETING

DATE OF MEETING: APRIL 21, 2020 – 9:00 A.M.  
BUILDING: Colorado County Courthouse, County Courtroom  
STREET LOCATION: 400 Spring Street  
CITY OF LOCATION: Columbus, Texas

Pursuant to the Suspension Order by Governor Abbott of certain provisions of the Texas Open Meetings laws, the commissioners court meeting will be closed to more than 10 people present in the meeting room to protect the public, staff and members from potential exposure to the Coronavirus (COVID-19). Anyone can also remotely participate in the meeting by the Zoom meetings app or a toll-free dial in number listed below:

Join Zoom Meeting

<https://txcourts.zoom.us/j/95576550439>

Meeting ID: 955 7655 0439

One tap mobile

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Dial by your location

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Pursuant to the authority granted under Government Code, Chapter 551, the Commissioners Court may convene in a closed meeting to discuss, deliberate and take action on any of the agenda items listed below. Immediately before any closed session, the specific section or sections of Government Code, Chapter 551, which provides statutory authority, will be announced.

**On this the 21<sup>st</sup> day April 2020, the Commissioners Court of Colorado**

**County, Texas met in Special Session at 9:00 A.M., in their regular meeting place**

**at the Colorado County Courthouse, County Courtroom, 400 Spring Street, in the**

**City of Columbus, Texas.**

**The Following Members were present, to wit:**

**Honorable Ty Prause**

**Honorable Doug Wessels**

**Honorable Darrell Kubesch**

**Honorable Tommy Hahn**

**Honorable Darrell Gertson**

**By: Nancy Davenport**

**County Judge**

**Commissioner Precinct #1**

**Commissioner Precinct #2**

**Commissioner Precinct #3**

**Commissioner Precinct #4**

**Deputy County Clerk**

**County Judge Ty Prause called the meeting to order at 9:07 A.M., followed by**

**Pledges to the United States Flag and Texas Flag.**

**MINUTES OF THE COLORADO COUNTY  
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**Kimberly Menke, County Clerk was unable to attend meeting.**

**DELIBERATE AND CONSIDER ACTION ON THE FOLLOWING ITEMS:**

**\_\_1. Agenda as posted.**

**Motion by Commissioner Wessels to approve Agenda; seconded by Commissioner**

**Kubesch; 5 ayes 0 nays; motion carried, it was so ordered.**

**(See Attachment)**

**MINUTES OF THE COLORADO COUNTY  
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**COLORADO COUNTY COMMISSIONERS COURT  
NOTICE OF OPEN MEETING**

FILED FOR RECORD  
COLORADO COUNTY, TX

2020 APR 17 PM 3:32

KIMBERLY MENKE  
COUNTY CLERK

M.D.

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**DELIBERATE AND CONSIDER ACTION ON THE FOLLOWING ITEMS:**

1. Agenda as posted.
2. Public comments.
3. Workshop to discuss safety measures for the public, poll workers and polling locations for the upcoming elections in response to the public health issue COVID-19 and other election matters. (LaCourse)
4. Consider and take action on the topics listed in Agenda Item No. 3 above.
5. Adjourn.

The Colorado County Courthouse is wheelchair accessible and accessible parking spaces are available.

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**\_\_2. Public comments.**

**Judge Prause stated there were no Public Comments from anyone in attendance or by Zoom Meeting app.**

**\_\_3. Workshop to discuss safety measures for the public, poll workers and polling locations for the upcoming elections in response to the public health issue COVID-19 and other election matters. (LaCourse)**

**Rebecka LaCourse, Election Administrator presented a slide screen from Secretary of State Recommendations for Election Procedures in regards to COVID-19.**

**There are (CARES) Act – Election Grants that may match 20% between the state and federal governments, but guidelines have not been furnished as of yet.**

**Curbside Voting was discussed using a “buzzer” available at curbside for voters to push sending a signal inside to notify election workers. Designated parking spots will need to be designated.**

**Arrangement of Polling Locations for social distances, sanitizing and a contingency plan in case a polling location cannot be used.**

**Stressed the need for Election Judges and Clerks; training on CDC recommendations; there will only be on-line training and supplemental handbooks, no hands on training.**

**Current e-Pollbooks need to be replaced, not certified by state, will start being “fined” for using old pollbooks after this election cycle.**

**Feedback from March 3, 2020 Primary, congestion in Early Voting Room and not enough privacy, blinds are ordered for windows in Foyer. Also need a separate entrance and exit to Voting Room, therefore requesting to move Administrator Office to front conference room to have more space in the Voting Room.**

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**Rebecka stated that the poll workers will need some type of protection, her thoughts were to make shields from plexiglass and somehow mount them to the work areas to protect the workers.**

**Primary Run-Off is July 14, 2020.**

**(See Attachments)**

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# COLORADO COUNTY ELECTIONS

## COMMISSIONERS COURT WORKSHOP

April 21, 2020

\*Address COVID-19 Recommendations

\*Address Elections Requirements for 2020

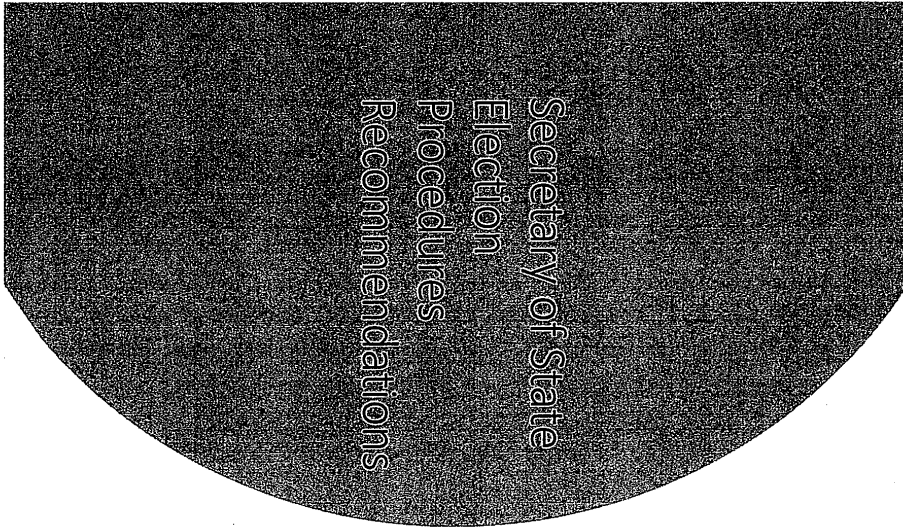
Recap of the PRIMARY – March 03, 2020

PRIMARY RUNOFF – July 14, 2020

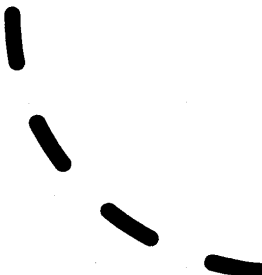
General – November 03, 2020

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- Webinar on 4/16/2020 the SOS gave Election Recommendations for Election Procedures in regards to COVID – 19.
- Recommended these procedures get followed through 2020 and beyond if the health crisis still warrants.
- Directly will impact election officials & workers
- Directly will impact voters
- Directly impact polling locations



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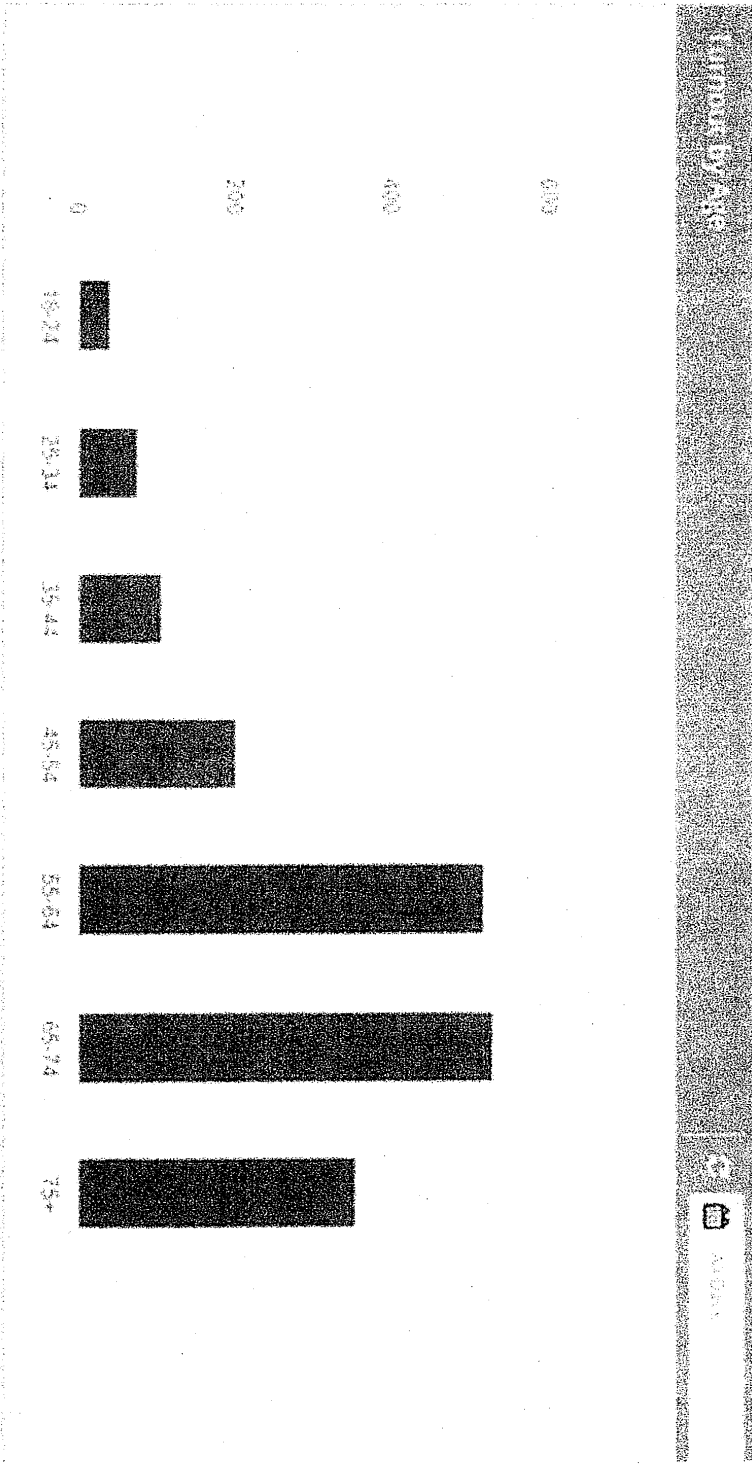
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## CORONAVIRUS AID, RELIEF, and ECONOMIC SECURITY (CARES) ACT - ELECTION GRANTS

- The third coronavirus emergency package, the CARES Act, provides \$400 million in election grants to help states prepare for the 2020 elections. Coronavirus has already caused several states to delay primaries, and Democratic and Republican election officials have expressed the need for resources. This funding can help states take immediate steps to make voting safer. The funding can be used to increase the ability to vote by mail, expand early voting and online registration, and improve the safety of voting in-person by providing additional voting facilities and more pollworkers.
- *What this means specifically for Colorado County? The State has not furnished guidelines through the Secretary of States Office to date.*
  - What we do know is that there will be a "matched" agreement of 20% between the state and federal governments but how that trickles down on a county level is not published yet.



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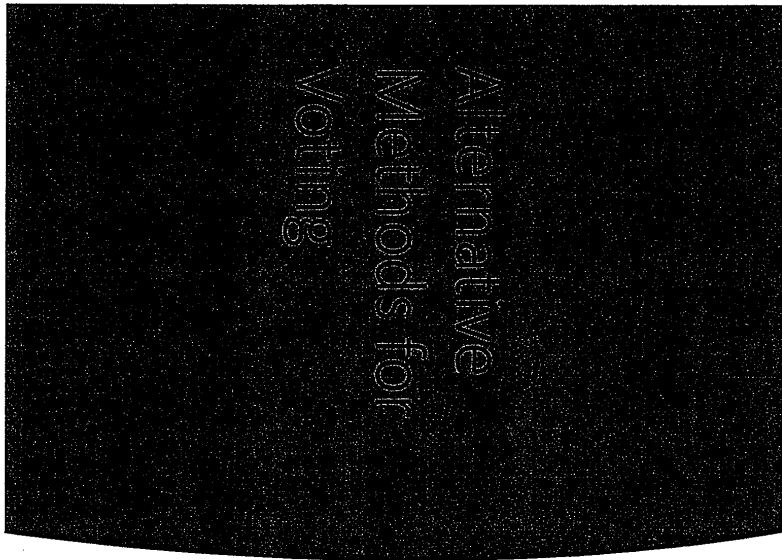


Minutes by year



SEARCH

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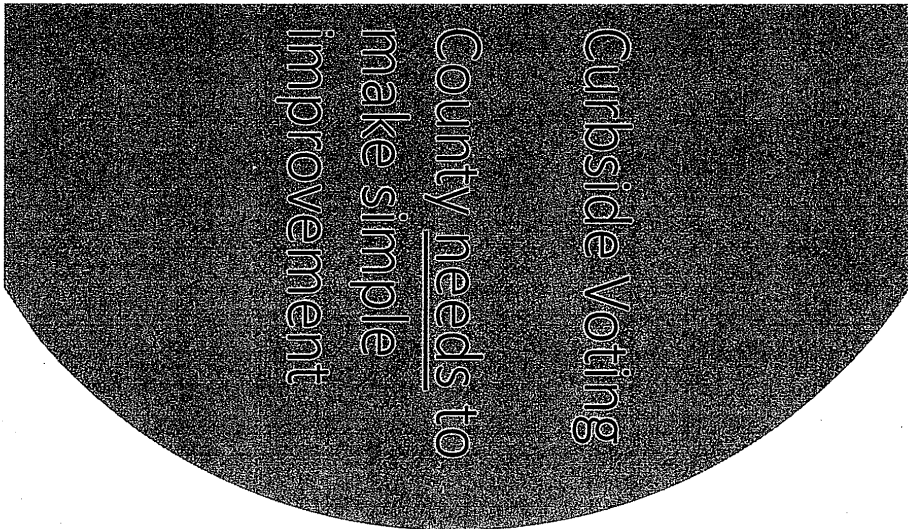
## Ballot by Mail

*County does not need to take further action.*

*At this time, the CDC has not provided any special recommendations or precautions for the storage of ballots. However, it is recommended that workers handling mail ballots practice hand hygiene frequently.*

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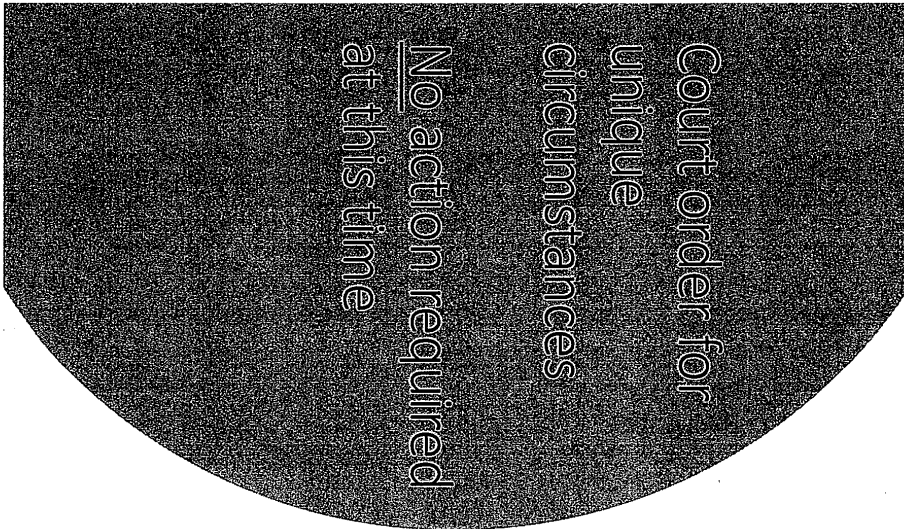
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- REQUIRED under Election Code Section 64.009
- If a voter is physically unable to enter the polling place without assistance or likelihood of injury to his or her health, the voter is eligible
  - Current
    - If we have someone (friend, relative, etc.) comes in and requests curbside for another in a vehicle outside; an election worker will take the required information/ballot out to the car to provide service.
    - An individual driving independently currently has no way to notify an election official they need service.
  - Improvements
    - Have a "buzzer" available at curbside for voters to push sending a signal inside to notify election workers to come out to provide service.
    - This will eliminate contact for voters
    - Will eliminate help with "overcrowding" inside polling location
    - Early Voting outside Annex would need designated spots.

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- Address Quarantined Voters
- Eligibility Requirements Under Chapter 102- Late Voting for Sickness or Physical Disability
- Other Modifications to Voting Procedures



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## COVID 19 – Slow the Spread

- Cleaning and Sanitizing Voting System Equipment
- Cleaning and Sanitizing Polling Places
- Polling Locations
- Arrangement of Polling Places
- Election Judges and Clerks
- Cybersecurity Impacts
- Communication Plans

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## Cleaning and Sanitizing Voting System Equipment

- soft, line free cloth and isopropyl alcohol
- Clean after EACH use
- Potentially use pencil erasers as make shift stylus
  - Purchasing supplies:
    - Disposable clothes that fit the mfg. requirements
    - Isopropyl alcohol
    - Bulk Pencils with rubber erasers
- Train Election Officials

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## Cleaning and Sanitizing Polling Places

- Encourage workers to wash hands frequently
  - Encourage workers to wash hands frequently: wash hands often with soap and water for at least 20 seconds. If soap and water are not readily available, use an alcohol-based hand sanitizer that contains at least 60% alcohol.
- Practice routine cleaning of frequently touched surfaces with household cleaning spray or wipe
  - including tables, doorknobs, light switches, handles, desks, toilets, faucets, sinks, etc.
  - stylus pens and ink pens
- Disinfect surfaces that may be contaminated with germs after cleaning
- Purchasing Supplies including:
  - Hand soap and/or hand sanitizers
  - Paper Towels
  - Cleaners and Disinfectants deemed necessary by OEM



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## Polling Locations

### Improvements Required

- Arrangement of Polling Places
  - social and physical distance guidelines
    - Max # is 10 WITH Election Officials
    - 6 ft apart
    - Separate Entry and Exit
    - Mark off spacing Guidelines at check in
    - Check-In Protective Shields
  - ❖ Area of Concerns
    - ❖ Early Voting
    - ❖ Ag Building
    - ❖ Protective Barriers for Election Officials
- Availability of Polling Locations
  - Contingency Plan on all Polling Locations that may be shut down or closed due spread of COVID-19
- ❖ Area of Concern
  - ❖ Weimar City Hall

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## Election Judges and Clerks

### *Action Required*

- **Training - Current**
  - Train on sanitizing and CDC recommendations (will add to supplemental handbooks)
  - On-Line Poll Worker Training
  - Supplemental handbooks
- **Recruitment - Current**
  - Efforts being made to recruit and train election officials
  - List of potential workers kept
  - Party Chairs are always actively looking for volunteers
- **Emergency Appointment of Election Officials – Action Required**
  - Average age of Election officials – mid 70's
  - Suggestion to Appoint County Employees in case of emergency.

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## Cybersecurity Impacts

*Requires Action*

- Security Assessment moved up to 4/28-29/2020
- COVID-19 crisis presents an increased risk
  - Service Interruption
  - Ransomware
  - Cyber Security Impacts on Election Systems and e-Pollbook Equipment
    - **Current e-Pollbooks need replaced**
      - Windows 7
      - No back up Battery
      - Several of them do not work
      - Not certified by state – will start being “fined” for use after this election cycle
      - Presents constant network connectivity which can lead to “hacking”
    - Election Systems - Express Votes & DS200 Scanners
      - Secure
      - Certified by State
      - No network connectivity
- Voter Registration Scams
  - Plan in place to keep secure

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## Communication Plans

*No Action Required*

- County Adopted an Elections Emergency Operations Plan
  - Defines Communication in Plan
  - Elections EOP is being revised with the addition of the pandemic.

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## Feedback from PRIMARY March 03, 2020

- Early Voting
  - Congestion in the Early Voting Room – *IMPACTS COVID-19*
  - Not enough “privacy” when casting a vote
    - Blinds ordered so you can't see in from the Foyer
  - Not an independent Entrance & Exit to EV – *IMPACTS COVID 19*
- Election Day
  - Pollbook Issues
  - Training for Election Officials – *IMPACTS COVID 19*
  - Not having enough election officials – *IMPACTS COVID 19*

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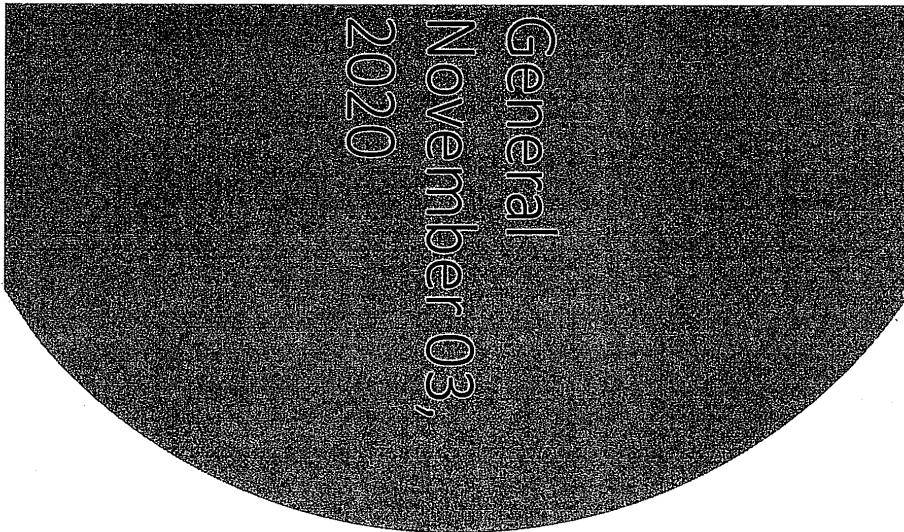
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# PRIMARY RUN-OFF JULY 14, 2020

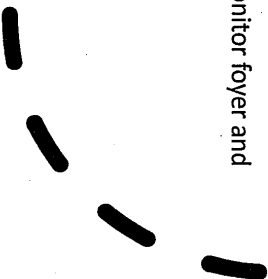
- Ordering Supplies
  - Hygiene and Sanitization supplies are on backorder
  - Check-In Protective Shields will not be available until November.
- Polling Location Arrangements
  - Suggestions:
    - Expand Early Voting Location by moving current office into front conference room
    - Move Pct 3 to a larger location – preferably another county bldg; has to be within the voting pct.
- Polling Location Changes
  - Impact Voters
  - Impact Ballot Printing
  - Impact Software Programming
  - Impact Notices
- e-Pollbooks have a 5.5 month Leadtime
  - Vendor has offered to loan us 5 e-pollbooks for Runoff election
  - Huge impact if new pollbooks are not ordered and in house by November election.

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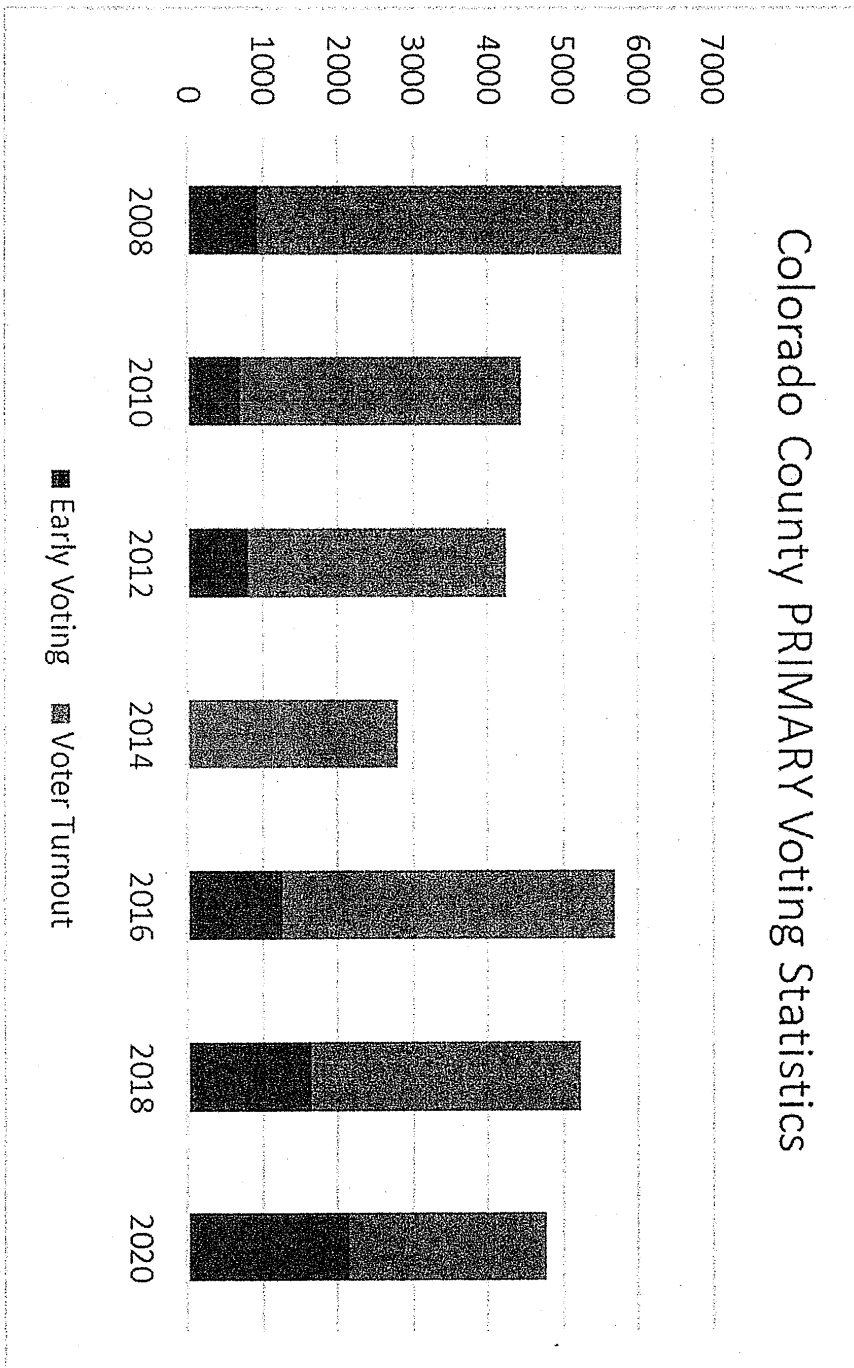


- Potential of Joint Election with the City of Weimar, City of Eagle Lake, and Columbus ISD due to May 2, 2020 Elections being postponed
- Rumored to be the "Biggest" Election yet.
  - Historical Data suggests that Colorado County could reach over 8,000 voters.
  - Historical Data Shows that 1/2 of the voters in an election come during early voting.
- Polling Location Arrangements
  - Suggestions:
    - Expand Early Voting Location by moving current office into front conference room
    - Extend Early Voting Hours from 7:00 – 7:00 with weekend to help with spacing.
    - Procedure/Policy in place for "Peak" Voting Hours
    - Have more election officials available to monitor foyer and curbside



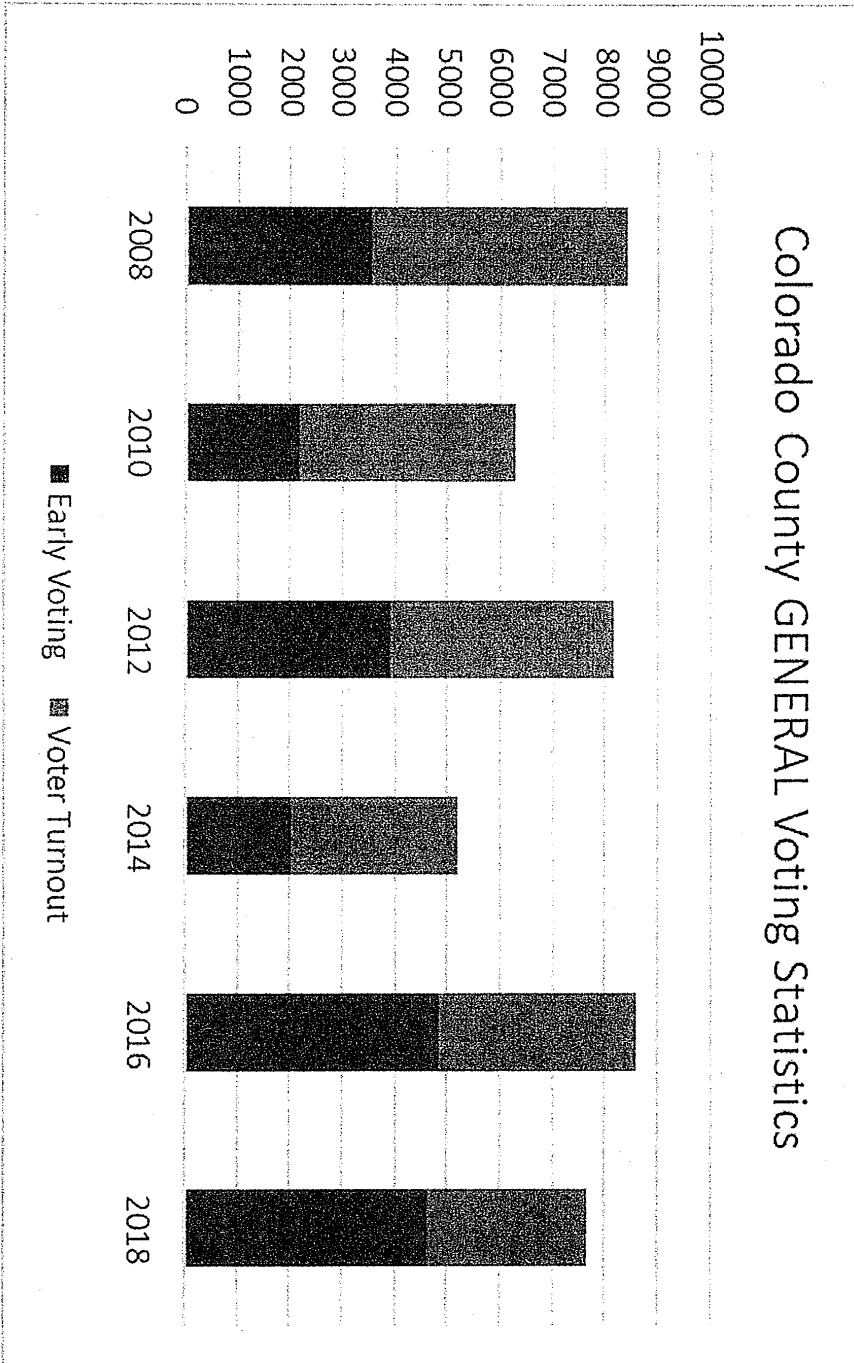
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ACTION REQUIRED BY COMMISSIONERS COURT

- Approval to modify the Early Voting Room and Elections Department set-up.
- Approval to order Alert System for Curbside Voting.
- Approval to order new pollbooks to have in place for General Election.
- Approval to extend Early Voting Hours to 7:00 a.m. – 7:00 p.m.
- Approval to move Pct. 3 Polling Location to a larger facility.
- Approval to train and utilize county employees as emergency election workers.
- Approval of contingency locations to polling places.

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**Colorado County TX  
Electronic Pollbook Quote  
Submitted by Election Systems and Software, LLC**

**Purchase Solution Includes:**

Description	UOM	Qty	Unit Price	Total Price
<b>ExpressPoll Tablet With Stand:</b> ExpressPoll System including 10" Tablet, Stand, Integrated Barcode Reader, 32GB Thumb Drive, Carrying Case, Mobile Device Management and ExpressPoll Software Application	Each	13	\$1,150.00	\$14,950.00
<b>Software:</b> ExpressPoll Connect Software License and Hosting Fee	License	1		Included
<b>Implementation Services:</b> Acceptance Testing	Per Unit	13	\$50.00	\$650.00
Election On-Site Election Support (1 Day)	Day	1	\$2,075.00	\$2,075.00
Pollbook Software Training	Day	1	\$1,700.00	\$1,700.00
Shipping (ExpressPoll Hardware & Software)	Per Unit	13	\$20.00	\$260.00
One-Year Hardware and Software Warranty	N/A			Included
<b>Discount:</b>				(\$2,990.00)
<b>Order Total</b>				<b>\$16,645.00</b>

**Payment Terms:**

\$4,161.25 Due within thirty (30) calendar days of contract execution.  
\$12,483.75 Due within thirty (30) calendar days of delivery of ExpressPoll Hardware and/or ExpressPoll Software.

**Annual Post-Warranty Maintenance and Support Fees**

**(Fees are Based Upon a 4-Year Customer Commitment to Subscribe to the Following Services)**

<b>PollBook Software:</b> ExpressPoll Software License and Maintenance and Support Fee Including Data Conversion - Year 1	Per Unit	13	\$125.00	\$1,625.00
ExpressPoll Software License and Maintenance and Support Fee Including Data Conversion - Year 2	Per Unit	13	\$125.00	\$1,625.00
ExpressPoll Software License and Maintenance and Support Fee Including Data Conversion - Year 3	Per Unit	13	\$125.00	\$1,625.00
ExpressPoll Software License and Maintenance and Support Fee Including Data Conversion - Year 4	Per Unit	13	\$125.00	\$1,625.00
<b>Software:</b> ExpressPoll Connect Software License Fee and Hosting Services - Year 1	License	1	\$1,250.00	\$1,250.00
ExpressPoll Connect Software License Fee and Hosting Services - Year 2	License	1	\$1,250.00	\$1,250.00
ExpressPoll Connect Software License Fee and Hosting Services - Year 3	License	1	\$1,250.00	\$1,250.00
ExpressPoll Connect Software License Fee and Hosting Services - Year 4	License	1	\$1,250.00	\$1,250.00

Note: Annual Software License, Hosting, and Maintenance and Support fees of \$2,875.00 will be invoiced 90-days prior to beginning of the post-warranty period. 100% of invoice total due within 30 calendar days of invoice date.

**Footnotes:**

1. Pricing valid for thirty (30) calendar days and is subject to change without notice thereafter.

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The State of Texas

Elections Division  
P.O. Box 12060  
Austin, Texas 78711-2060  
www.sos.texas.gov



Phone: 512-463-5650  
Fax: 512-475-2811  
Dial 7-1-1 For Relay Services  
(800) 252-VOTE (8683)

Ruth R. Hughs  
Secretary of State

**ELECTION ADVISORY**  
**NO. 2020-14**

TO: Election Officials  
FROM: Keith Ingram, Director of Elections  
DATE: April 2, 2020  
RE: COVID-19 (Coronavirus) Voting and Election Procedures

A handwritten signature in black ink, appearing to read "Keith Ingram".

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The purpose of this advisory is to assist election officials in facilitating voting for individuals that may be affected by COVID-19, and in preparing for the conduct of elections in the context of this public health issue.

### **Voter Registration Procedures**

Stay-at-home orders and office closures in your jurisdiction may impact voters seeking to obtain voter registration applications. There are several existing options that you should encourage voters to utilize:

- **In-County Updates via Texas Online:** If a voter has moved within the same county, the voter may update their address online at [www.Texas.gov](http://www.Texas.gov). Voters that are active or in suspense can update their name and/or residence address through this secure website.
- **Printed Voter Registration Applications:** If a voter has access to a printer, the voter can use the [SOS Informal Online Application](#) to complete a voter registration application. This application can be printed and mailed to the applicable county voter registrar. When the voter selects their county of residence, it will preprint the county voter registrar's address on the form so that when the voter mails it, they send it directly to their county voter registrar.
- **Postage-Paid Voter Registration Applications:** If a voter does not have access to a printer, the voter can request that a blank postage-paid voter registration application be mailed directly to the voter. The voter can fill out the [request form](#) on the SOS website. Counties can also mail blank applications to voters upon request.
- **Revisions to Voter Registration Certificate:** If a voter has their current voter registration certificate, they may make any necessary corrections or updates to the certificate, sign it and return it to the voter registrar.

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- **Register2Vote.org:** This is a third-party website that provides a remote printing option for voters. Voters can complete a form online and have a pre-filled application sent to them for completion. The voter must complete the form, sign it, and mail it in the included postage-paid envelope. This form is sent directly to the county voter registrar.

### **Voting Procedures Authorized under the Texas Election Code**

Below we have described some of the procedures that are authorized under Texas law that may be of assistance to voters that are affected by a recent sickness or a physical disability.

#### **Voting by Mail**

In Texas, in order to vote by mail, a voter must have a qualifying reason. A voter may vote early by mail if they:

- will be away from their county on Election Day and during early voting;
- are sick or disabled;
- are 65 years of age or older on Election Day; or
- are confined in jail, but eligible to vote.

One of the grounds for voting by mail is disability. The Election Code defines "disability" to include "a sickness or physical condition that prevents the voter from appearing at the polling place on election day without a likelihood of needing personal assistance or of injuring the voter's health." (Sec. 82.002). Voters who meet this definition and wish to vote a ballot by mail must submit an application for ballot by mail.

- Application for a Ballot by Mail.

#### **Chapter 102, Late Voting Due to Recent Sickness or Physical Disability**

The Election Code authorizes late voting if a voter becomes sick or disabled on or after the day before the last day for submitting an application for a ballot to be voted by mail, and is unable to go to the polling place on Election Day. The voter must designate a representative to submit an application on the voter's behalf in person to the early voting clerk. To be eligible to serve as a voter's representative, a person: 1) must be at least 18 years of age; 2) must not be employed by or related within the third degree by consanguinity or affinity, as determined under Chapter 573, Government Code, to a candidate whose name appears on the ballot; and 3) must not have served in the election as the representative for another applicant. The application must be received before 5:00 p.m. on Election Day. The application is reviewed and the early voting clerk verifies the applicant's registration status in the same manner as early voting by mail. The early voting clerk must provide the same balloting materials that are used for early voting by mail to the representative who will deliver them to the voter. The voter should mark and seal the ballot in the same manner as voting by mail **including signing** the back flap of the carrier envelope. The ballot must be returned in its carrier envelope to the early voting clerk before 7:00 p.m. on Election Day **by the same representative** who delivered the ballot to the voter.

- Application for Emergency Early Voting Ballot Due to Sickness or Physical Disability
- Instructions for Voter to include with Balloting Materials

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**Chapter 104, Voting at Main Early Voting Location**

The Election Code authorizes voters who are sick or disabled to vote on Election Day at the main early voting place, so long as voting machines of some type are used in the voter's precinct and the voter's sickness or disability prevents the voter from voting in the regular manner without personal assistance or likelihood of injury. For this procedure, the voter must complete and submit the applicable affidavit to be provided with the balloting materials used for early voting by mail. The voter must mark and seal the ballot in the same manner as in early voting by mail, except that the certificate on the carrier envelope need not be completed. After sealing the carrier envelope, the voter must give it to the clerk at the main early voting polling place between the hours of 7:00 a.m. and 7:00 p.m. The Early Voting Clerk must note on the envelope that the ballot was voted under Chapter 104.

- Affidavit for Voting at Early Voting Place on Election Day

**Curbside Voting**

If a voter is physically unable to enter the polling place without assistance or likelihood of injury to his or her health, the voter is eligible for entrance or curbside voting. (Sec. 64.009). This option **must** be made available at all polling locations. To provide for voting curbside, the voter must be qualified by the election officer before the voter can receive the ballot. An election officer may deliver a ballot or a DRE voting machine to the voter at the entrance or curb of the polling place. Poll watchers and inspectors must be allowed to accompany the election officer. Once the voter has marked his or her ballot, the election officer deposits the ballot for the voter. On the voter's request, a person accompanying the voter to the polling place must be permitted to select the voter's ballot and to deposit the ballot in the ballot box after the voter has voted. If the voter is not only physically unable to enter the polling place, but is also eligible for voter assistance in marking his or her ballot, they may receive assistance in marking and completing their ballot in accordance with Chapter 64, Subchapter B of the Election Code. Either two election officers may assist the voter or the voter may be given assistance by a person of the voter's choice, other than the voter's employer, an agent of that employer or an officer or agent of the voter's labor union. For voters that are voting at the curbside, **instruct polling place workers to allow the curbside voter the same privacy as a voter in the voting booth.** We anticipate providing further guidance regarding curbside voting in the coming weeks.

**Potential Court Order to Address Quarantined Voters**

Voting in-person during early voting or on Election Day may not be an available option for all voters, including those affected by quarantines. Political subdivisions may need to act quickly to address the rapidly changing public health situation. In monitoring your situations locally, it is important to note that you may have a need to modify certain voting procedures. In these circumstances, you may want to consider seeking a court order to authorize exceptions to the voting procedures outlined in certain chapters of the Texas Election Code for these voters. The following are possible considerations:

1. **Expanding Eligibility Requirements Under Chapter 102 (Late Voting for Sickness or Physical Disability):** A court order could provide for a temporary expansion of the eligibility requirements for Chapter 102 voting to allow voters in quarantine to vote in this fashion. This option would also require the court, in some instances, to temporarily waive or modify the

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requirement for a physician's signature on the application for this type of late ballot for purposes of any election(s) impacted by COVID-19.

2. **Other Modifications to Voting Procedures:** A court order could provide for modifications to other voting procedures as necessary to address the impact of COVID-19 within the jurisdiction. For example, in 2014, Dallas County obtained a court order authorizing modified voting procedures for individuals affected by the Ebola quarantine, modeled on the procedures outlined in Section 105.004 of the Texas Election Code for certain military voters in hostile fire pay zones.

**If your county obtains a court order allowing modifications to voting procedures to address COVID-19, please send a copy of the court order to the Secretary of State's Office.**

### **Other Considerations Related to COVID-19 or Other Illnesses**

If your political subdivision is affected by a stay-at-home order, quarantine or outbreak of COVID-19 or any other type of illness, the conduct of your elections could be impacted. In order to protect the health and safety of election workers, below are some considerations:

- **Cleaning and Sanitizing Voting System Equipment:**
  - **Voting System and e-Pollbook Equipment:** Please check with your vendor about the specific procedures you should follow to clean and sanitize any equipment that is handled by voters or polling place workers. We received specific information from the following vendors about proper techniques for cleaning equipment:
    - **Hart Intercivic Voting System Equipment:** Users may wipe Hart equipment with 50% or higher clear, fragrance-free, isopropyl alcohol solution and a lint-free wipe. Do not use ammonia or detergent-based solutions as these may be harmful to the screen or the plastics surrounding the display. To avoid spotting, make certain that equipment screens are wiped dry (do not leave puddles).
    - **ES&S Voting System Equipment:** You can use a soft, lint free cloth and isopropyl alcohol to clean the touchscreen of the voting machine. Do not spray directly on the touch screen. Only lightly dampen the cloth, do not soak it. Do not use any harsh cleaning products on the screen as this may damage the touch screen. Do not allow any liquid cleaner to come in contact with ballot stock.
- **Cleaning and Sanitizing Polling Places:** The Centers for Disease Control and Prevention (CDC) has issued recommendations for preventing the spread of coronavirus specifically in election polling locations. Here are a few of their specific suggestions:
  - **Encourage workers to wash hands frequently:** wash hands often with soap and water for at least 20 seconds. If soap and water are not readily available, use an alcohol-based hand sanitizer that contains at least 60% alcohol.
  - **Practice routine cleaning of frequently touched surfaces with household cleaning spray or wipe:** including tables, doorknobs, light switches, handles, desks, toilets, faucets, sinks, etc.

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- **Disinfect surfaces that may be contaminated with germs after cleaning:** A list of products with EPA-approved emerging viral pathogens claims is available on the EPA's website. Products with EPA-approved emerging viral pathogens claims are expected to be effective against the virus that causes COVID-19 based on data for harder to kill viruses. Follow the manufacturer's instructions for all cleaning and disinfection products (e.g., concentration, application method and contact time, use of personal protective equipment).
  
- **Arrangement of Polling Places:** It is imperative that you review your procedures related to setting up your polling place. Voting stations should be set up in a way that adheres to the suggested social and physical distance guidelines and allow for at least 6 feet between voters. Additionally, you should review your check-in stations to ensure you are providing adequate space between voters. This may include providing your workers with tape to mark off spacing guidelines on the floor of the polling place.
  
- **Election Judges and Clerks:**
  - **Training and Recruiting of Election Workers:**
    - **Recruitment of Election Workers:** We recommend that you make efforts to recruit and train additional workers beyond what you project to need for a given election. This will ensure that you have adequate back up workers to assist in the event that you have election workers that are unavailable at the last minute.
    - **Recruiting from Current Workers:** With regard to recruiting workers, you may want to ask your current appointed judges to provide recommendations of other individuals that can serve. Additionally, you may have different judges and clerks depending on the type of election you hold. We suggest you reach out to your entire pool of potential workers to determine availability for 2020 election dates.
    - **Student Election Clerks:** You may also want to consider enlisting student election clerks in your pool of available workers. For elections occurring outside of the school year, the student clerks would not need to obtain permission from their high school principal provided they obtained permission from their parent or legal guardian.
    - **Training of Election Workers:** In order to train a larger pool of workers, you may want to consider allowing your election workers to utilize the Secretary of State's online Poll Worker Training. This training is focused on the legal procedures related to acceptance of voters and the voting process. Any procedures that are specific to your county would need to be provided through additional training or supplemental materials.
  
  - **Unavailability of Judges:** If both the presiding judge and alternate judge are unavailable to serve and this is discovered after the 20<sup>th</sup> day before election day, the presiding officer of the appointing authority, or if the presiding officer is unavailable, the authority responsible for distributing supplies for the election, shall appoint a replacement judge. (Sec. 32.007). Additionally, if the authority is



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unable to find an election judge who is a qualified voter of the specific precinct needing a judge, the authority may appoint individuals that meet the eligibility requirements of an election clerk which encompasses a broader territory. (Sec 32.051(b)).

<b>Type of Election</b>	<b>Presiding Officer of Appointing Authority</b>	<b>Authority responsible for Delivering Supplies</b>
<b>Primary Election</b>	County Chair of Political Party	County Chair of Political Party
<b>Joint Primary</b>	County Election Officer	County Election Officer
<b>General Election for State and County Officers or County Ordered Election</b>	County Judge	County Election Officer
<b>Cities</b>	Mayor	City Secretary
<b>Other Political Subdivision Elections</b>	Presiding Officer of Governing Body of Political Subdivision	Secretary of Governing Body; if no secretary, the presiding officer of governing body

- **Polling Locations:**
  - **Review List of Locations:** We recommend reviewing your list of current polling locations to determine if you should consider proactively relocating them. For example, if you are currently using assisted living facilities or residential care facilities that have residents that would be in one of the higher-risk categories, relocating the polling place may be in the best interest of the individuals at that location. Please be advised that if you choose to relocate a polling place in a facility like this, we **strongly recommend** that you provide information to the residents about voting by mail to ensure that they are still able to vote in upcoming elections without the difficulty of leaving the facility to travel to a different polling place. Additionally, you should be monitoring your current polling places to determine if any of those locations have been closed as a result of business or government building closures.
  - **Unavailable Locations:** If polling locations become unavailable, you may need to relocate your polling location or combine and consolidate that location with another polling place in close proximity to it. To the extent possible, any changes to polling locations must be made in accordance with Chapters 42 and 43 of the Texas Election Code. If you are in a situation where you will have difficulty complying with these chapters, please contact the Secretary of State's office to discuss other available options.

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- **Notice of Changes to Polling Locations:** Please be advised that if you have a polling location change, you must post notice of that change at the location that is no longer being used. Any websites that contain polling locations should be updated. For certain county-run elections, polling place information must also be updated with the Secretary of State's office, if applicable.
  - **Website Notices:** At this time, you may want to consider posting a notice on your website instructing voters to check your website for updates and changes to polling locations prior to early voting and election day. This will help ensure that voters are always getting updated and accurate information.
- **Voting by Mail Considerations:** At this time, the CDC has not provided any special recommendations or precautions for the storage of ballots. However, it is recommended that workers handling mail ballots practice hand hygiene frequently. Please continue to stay updated on the CDC's website as they provide additional recommendations regarding the handling of mail and other topics.
  - **Additional Ballot by Mail Supplies:** Because there may be a higher volume of ballot by mail requests in 2020, we strongly recommend that you review your current supply of applications, balloting materials, and ballot stock for future elections. It is important you have the necessary supply on hand to meet increased requests you may receive.
- **Election Office Hours:** Election officials are required to maintain certain office hours related to their election duties for a prescribed number of days before and after an election. If your office is closed for public health reasons or you are unable to be at your office during the mandatory office hour time frame, we advise that entities post information on how to get in contact with the applicable officials for election related information. This may include posting phone numbers, an email address that can receive public inquiries, or even a mailing address that can receive written requests for information. We recommend that you assign someone to periodically check for voicemails, emails, or mail related to your election.
- **Voter Registration Office Hours:** Section 12.004(c) requires the voter registrar's office to be open while the polls are open on the date of any election held in the county on a uniform election date. If you have entities that will be holding an election on May 2, 2020, you must satisfy this requirement. However, we believe that as long as you can provide answers to voter registration questions remotely and you notify your entities about how to reach you, you do not need to be physically in the office. You must also be able to provide all of the same voter registration services you would otherwise provide to your local political subdivisions if you were in the office.
- **Volunteer Deputy Registrars (VDR):** You still have a legal obligation to process volunteer deputy registrar applications. If you must suspend volunteer deputy registrar classes, we strongly advise that you adopt the SOS online Volunteer Deputy Registrar training and in-person examination option. This would allow you to schedule the examinations based on need or desire by VDRs and would allow you to temporarily reduce or cancel in-person training as dictated by your county's circumstances. For more information about adopting the online training and examination, please see Advisory 2019-04. Additionally, you still have an obligation to receive voter registration

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applications from VDRs. To eliminate person-to-person contact, you could provide drop boxes for voter registration applications. These drop boxes should be located in close proximity to your main office or connected to it. They should be secured and checked regularly.

- **Cybersecurity Impacts:** If your political subdivision is affected by a widespread quarantine or outbreak of COVID-19 or any other type of illness, your office staff might be mandated to work remotely. In addition, the volume of voters that will start to utilize your internet-based resources will increase. During a crisis situation, bad actors may try to capitalize on the circumstances to take actions that could compromise the security of your elections office. Please remain vigilant about following best practices related to cybersecurity and election security.
  - **Service Interruption:** Networks are normally built to sustain high volume traffic, but the magnitude of the COVID-19 crisis presents an increased risk that systems may become compromised. An abnormal increase in network traffic could be misinterpreted as a DOS (Denial of Service) attack which could shut down networks depending on the type of security implementation.
  - **Ransomware:** Cybercriminals can infect the computers of government agencies before demanding that they pay a ransom for an encryption key that will free their locked files and records. Ransomware can lock up databases preventing polling places from verifying eligibility and confirming that voters are in the right districts/precincts.
  - **Election Systems and e-Pollbook Equipment:** As mentioned above, databases are susceptible because they must have a constant network connectivity. When relocating polling places, it is very important to ensure that the systems are connected to a secure and reliable network.
  - **Voter Registration Scams:** Voter registration procedures are not conducted over the phone or the internet other than the previously mentioned authorized channels. Be aware of scams that are targeted to steal personally identifiable information from voters and/or election workers. It is especially important not to provide personal information of voters or election workers over the phone if your office is solicited in this manner.
- **Communications Plan:** You should develop a plan for communicating to voters and election workers when any changes occur that may impact them. The communications plan should involve updating your official website with specific details. Any use of social media should direct people back to your official website to ensure that only official, accurate, and authorized information is being disseminated to the public. We suggest you develop a plan for working with local media to keep the public informed. Finally, any major changes that affect the election process in your county should be communicated to the Secretary of State's office.

### **Additional Resources**

Here are a list of additional resources that may be helpful to you.

- [Election Assistance Commission - Coronavirus \(COVID-19\) Resources.](#)

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- Centers for Disease Control and Prevention (CDC) – Recommendations for Election Polling Locations
- Texas Department of State Health Services – Coronavirus Disease 2019 (COVID-19)

If you have any questions regarding this advisory, please contact the Elections Division at 1-800-252-2216.

KI:CA

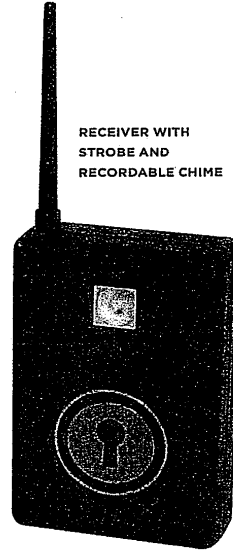
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**ACCESS BIGBELL®**

**BigBell® Max Alert System**

- Cost-effective alternative to door automation
- Designed for permanent installation at inaccessible entrances
- Complements existing automated doors to ensure security
- Alleviates door weight and door hardware issues
- Facilitates "alternative service" requirements
- ADA-compliant push-button passes the U.S. Department of Justice (DOJ) "fist test"
- AC plug in receiver (batteries optional)
- Range up to 1,500'
- Multiple tones or record your own message
- Flashing strobe provides silent alert for deaf/HOH



**BBMAX** BigBell® Max Alert System \$199.00

**BallotCall® Alert System**

Election officials nationwide are uniform in their praise:  
BallotCall® makes accessible voting dignified and simple!

- BallotCall® solves heavy door hardware and is a must for curbside voting
- BallotCall® provides security and accessibility



<b>BallotCall® or BigBell® Max?</b>	<b>BC</b>	<b>BBMAX</b>
Permanently staffed government offices, main entrances		X
Schools, townships, offices	X	X
Side entrances or facilities used only for voting	X	
Private facilities/churches used as polling places	X	
Curbside voting	X	

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US Patent 7,049,956

This temporary alert system is ideal for government facilities, permanent polling locations and private facilities or venues that are outside of your control. The BallotCall® Max Alert System includes:

**BigBell® Max Alert System**

- Universally designed wireless alert system allows voters to communicate their need for assistance
- Oversized touchpad passes DOJ "fist test"
- Battery receiver with flashing strobe light can be placed near pollworkers

**Mounting**

- Post and bracket provide temporary mounting site for election day
- Durable base can be mounted on any flat surface, post extends to ADA-appropriate height

**Exterior Signage**

- Sign reading "Ring Bell For Voting Assistance" provides voters with information
- Marked with international access symbol

**Reference Materials**

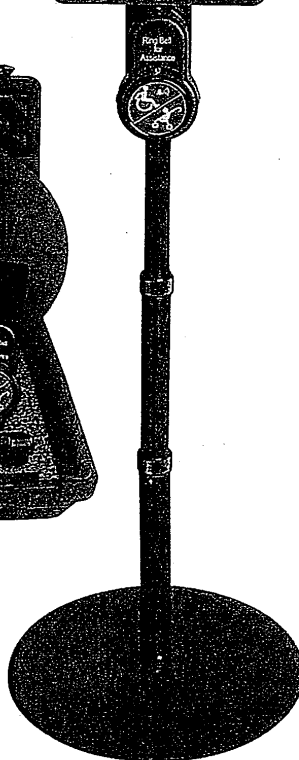
- Includes a guide on serving voters with disabilities and using BallotCall® Max

**Packaging**

- System collapses for storage in durable hard case with custom protective foam

BCMAX BallotCall® Max (range up to 1,500') \$599.00

A must-have for curbside voting!



**Upgrade Your Existing Alert System to BallotCall® Max**

Includes BigBell® Max Alert System and custom replacement foam for new components

BCMAXUP BallotCall® Max Upgrade \$159.95

**ADD-ONS**

BCVX Vehicle Height Extension Post add \$49.00

Replacement parts and accessories also available.

BallotCall® is recommended by many advocates as well as Protection & Advocacy agencies.

ACCESS BALLOTCALL®

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**CORONAVIRUS AID, RELIEF, and ECONOMIC SECURITY (CARES) ACT  
ELECTION GRANTS**

The third coronavirus emergency package, the CARES Act, provides \$400 million in election grants to help states prepare for the 2020 elections. Coronavirus has already caused several states to delay primaries, and Democratic and Republican election officials have expressed the need for resources. This funding can help states take immediate steps to make voting safer. The funding can be used to increase the ability to vote by mail, expand early voting and online registration, and improve the safety of voting in-person by providing additional voting facilities and more poll-workers.

The appropriation language in the CARES Act specified the \$400 million were "an additional amount" to the \$425 million appropriated for election security grants in the FY20 Minibus. Therefore, unless specified, the emergency election grants are held to the same requirements as the FY20 minibus election security grants.

Provisions from the FY20 Minibus which are applicable to the emergency election grants:

- Each state (and D.C.) shall receive a minimum of \$3,000,000 and each territory, will receive \$600,000. For each state, funds on top of the \$3,000,000 are determined by the registered voter population of the state in relation to the registered voter population of the country.
- Not later than 2 years after receiving a payment, a state shall provide a 20% match.
- The Commonwealth of the Northern Mariana Islands shall be deemed to be a State and shall be treated in the same manner as the Commonwealth of Puerto Rico, Guam, American Samoa, and the United States Virgin Islands.

New specified requirements for the emergency election grants:

- Each state shall provide to the EAC, within 20 days of each election in the 2020 Federal election cycle, a report that includes a full accounting of the State's uses of the payment and an explanation of how such uses allowed the State to prevent, prepare for, and respond to coronavirus.
- Within 3 days of receiving such a required report, the EAC will transmit the report to the Committee on Appropriations and the Committee on House Administration of the House of Representatives and the Committee on Appropriations and the Committee on Rules and Administration of the Senate.
- Not later than 30 days after the date of enactment, the EAC shall make the payments to States.
- Any portion of a payment made to a State with funds provided which is unobligated on December 31, 2020 shall be returned to the Treasury.

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**State Allocations of \$400 Million in Emergency Election Grants**

State	Federal Share	20% Match	Total
Alabama	\$6,473,611	\$1,294,722	\$7,768,334
Alaska	\$3,000,000	\$600,000	\$3,600,000
American Samoa	\$600,000	\$0	\$600,000
Arizona	\$7,842,119	\$1,568,424	\$9,410,542
Arkansas	\$4,703,886	\$940,777	\$5,644,663
California	\$36,293,345	\$7,258,669	\$43,552,014
Colorado	\$6,665,335	\$1,333,067	\$7,998,402
Connecticut	\$5,381,732	\$1,076,346	\$6,458,079
Delaware	\$3,000,000	\$600,000	\$3,600,000
District of Columbia	\$3,000,000	\$600,000	\$3,600,000
Florida	\$20,152,160	\$4,030,432	\$24,182,592
Georgia	\$10,826,464	\$2,165,293	\$12,991,757
Guam	\$600,000	\$0	\$600,000
Hawaii	\$3,295,842	\$659,168	\$3,955,010
Idaho	\$3,396,453	\$679,291	\$4,075,744
Illinois	\$13,899,434	\$2,779,887	\$16,679,321
Indiana	\$7,980,108	\$1,596,022	\$9,576,130
Iowa	\$4,843,615	\$968,723	\$5,812,338
Kansas	\$4,607,890	\$921,578	\$5,529,469
Kentucky	\$6,067,275	\$1,213,455	\$7,280,730
Louisiana	\$6,189,147	\$1,237,829	\$7,426,977
Maine	\$3,292,585	\$658,517	\$3,951,102
Maryland	\$7,422,125	\$1,484,425	\$8,906,550
Massachusetts	\$8,290,676	\$1,658,135	\$9,948,811
Michigan	\$11,247,753	\$2,249,551	\$13,497,303
Minnesota	\$6,930,610	\$1,386,122	\$8,316,732
Mississippi	\$4,712,839	\$942,568	\$5,655,407
Missouri	\$7,597,405	\$1,519,481	\$9,116,886
Montana	\$3,000,000	\$600,000	\$3,600,000
Nebraska	\$3,676,857	\$735,371	\$4,412,229
Nevada	\$4,496,720	\$899,344	\$5,396,064
New Hampshire	\$3,262,422	\$652,484	\$3,914,906
New Jersey	\$10,250,690	\$2,050,138	\$12,300,828



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New Mexico	\$3,889,527	\$777,905	\$4,667,433
New York	\$20,463,651	\$4,092,730	\$24,556,381
North Carolina	\$10,897,295	\$2,179,459	\$13,076,753
North Dakota	\$3,000,000	\$600,000	\$3,600,000
Northern Mariana Islands	\$600,000	\$0	\$600,000
Ohio	\$12,800,802	\$2,560,160	\$15,360,963
Oklahoma	\$5,460,972	\$1,092,194	\$6,553,166
Oregon	\$5,636,292	\$1,127,258	\$6,763,550
Pennsylvania	\$14,155,505	\$2,831,101	\$16,986,605
Puerto Rico	\$5,461,964	\$1,092,393	\$6,554,357
Rhode Island	\$3,016,343	\$603,269	\$3,619,611
South Carolina	\$6,348,027	\$1,269,605	\$7,617,633
South Dakota	\$3,000,000	\$600,000	\$3,600,000
Tennessee	\$7,948,953	\$1,589,791	\$9,538,744
Texas	\$24,421,231	\$4,884,246	\$29,305,478
Utah	\$4,321,708	\$864,342	\$5,186,049
Vermont	\$3,000,000	\$600,000	\$3,600,000
Virgin Islands	\$600,000	\$0	\$600,000
Virginia	\$9,540,102	\$1,908,020	\$11,448,123
Washington	\$8,308,437	\$1,661,687	\$9,970,124
West Virginia	\$3,797,620	\$759,524	\$4,557,144
Wisconsin	\$7,332,471	\$1,466,494	\$8,798,965
Wyoming	\$3,000,000	\$600,000	\$3,600,000
<b>Total</b>	<b>\$400,000,000</b>	<b>\$79,520,000</b>	<b>\$479,520,000</b>

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4. Consider and take action on the topics listed in Agenda Item No. 3 above.

- **Approval to modify the Early Voting Room and Elections Department set-up.**

Yes, Commissioners approved the request for the Elections Administrator to move her office to front conference room;

- **Approval to order Alert System for Curbside Voting.**

Yes, Commissions approved (5) @ \$250.00 each including post.

- **Approval to order new pollbooks to have in place for General Election.**

Yes, Commissioners approved (13) @ \$16,645.00.

- **Approval to extend Early Voting Hours to 7:00 AM – 7:00 PM.**

Yes, Commissioner approved extended hours.

- **Approval to move Pct. 3 Polling Location to a larger facility.**

Commissioners said they will take a look at the Ag Building and will try to make it work for election, do not need to move polling location at this time.

- **Approval to train and utilize county employees as emergency election workers.**

Yes, Commissioners approved to utilize county employees if needed.

- **Approval of contingency locations to polling places.**

Commissioners stated now is not the time to change polling locations, but if the need arises in the future we can consider it then.

Motion by Judge Prause to approve 1, 2, 3, 4 and 6; seconded by Commissioner

Hahn; 5 ayes 0 nays; motion carried, it was so ordered,

(See Attachment)

## ACTION REQUIRED BY COMMISSIONERS COURT

- Approval to modify the Early Voting Room and Elections Department set-up.
- Approval to order Alert System for Curbside Voting.
- Approval to order new pollbooks to have in place for General Election.
- Approval to extend Early Voting Hours to 7:00 a.m. – 7:00 p.m.
- Approval to move Pct. 3 Polling Location to a larger facility.
- Approval to train and utilize county employees as emergency election workers.
- Approval of contingency locations to polling places.

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Maintaining voter confidence. Enhancing the voter experience.

**Colorado County, Texas  
Electronic Pollbook Sales Order Agreement**

**Purchase Solution Includes:**

Description	UOM	Qty	Unit Price	Total Price
<b>ExpressPoll Tablet With Stand:</b> ExpressPoll System including 10" Tablet, Stand, Integrated Barcode Reader, 32GB Thumb Drive, Carrying Case, Mobile Device Management and ExpressPoll Software Application	Each	13	\$1,150.00	\$14,950.00
<b>Software:</b> ExpressPoll Connect Software License and Hosting Fee	License	1		Included
<b>Implementation Services:</b> Acceptance Testing	Per Unit	13	\$50.00	\$650.00
Election On-Site Election Support (1 Day)	Day	1	\$2,075.00	\$2,075.00
Pollbook Software Training	Day	1	\$1,700.00	\$1,700.00
Shipping (ExpressPoll Hardware & Software)	Per Unit	13	\$20.00	\$260.00
One-Year Hardware and Software Warranty	N/A			Included
<b>Discount:</b>				(\$2,990.00)
<b>Order Total</b>				<b>\$16,645.00</b>

**Payment Terms:**

\$4,161.25 Due within thirty (30) calendar days of contract execution.  
\$12,483.75 Due within thirty (30) calendar days of delivery of ExpressPoll Hardware and/or ExpressPoll Software.

**Annual Post-Warranty Maintenance and Support Fees  
(Fees are Based Upon a 4-Year Customer Commitment to Subscribe to the Following Services)**

<b>PollBook Software:</b>				
ExpressPoll Software License and Maintenance and Support Fee Including Data Conversion - Year 1	Per Unit	13	\$125.00	\$1,625.00
ExpressPoll Software License and Maintenance and Support Fee Including Data Conversion - Year 2	Per Unit	13	\$125.00	\$1,625.00
ExpressPoll Software License and Maintenance and Support Fee Including Data Conversion - Year 3	Per Unit	13	\$125.00	\$1,625.00
ExpressPoll Software License and Maintenance and Support Fee Including Data Conversion - Year 4	Per Unit	13	\$125.00	\$1,625.00
<b>Software:</b>				
ExpressPoll Connect Software License Fee and Hosting Services - Year 1	License	1	\$1,250.00	\$1,250.00
ExpressPoll Connect Software License Fee and Hosting Services - Year 2	License	1	\$1,250.00	\$1,250.00
ExpressPoll Connect Software License Fee and Hosting Services - Year 3	License	1	\$1,250.00	\$1,250.00
ExpressPoll Connect Software License Fee and Hosting Services - Year 4	License	1	\$1,250.00	\$1,250.00

Note: Annual Software License, Hosting, and Maintenance and Support fees of \$2,875.00 will be invoiced 90-days prior to beginning of the post-warranty period. 100% of invoice total due within 30 calendar days of invoice date.

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Maintaining voter confidence. Enhancing the voter experience.

**Colorado County, Texas  
Electronic Pollbook Sales Order Agreement**

**Purchase Solution Includes:**

Description	UOM	Qty	Unit Price	Total Price
<p>The parties hereby agree that this Sales Order and the ExpressPoll Sales Order Agreement General Terms, attached hereto and fully incorporated herein by this reference, (collectively, the "Agreement") represents a binding agreement between ES&amp;S and Customer for the purchase of ExpressPoll System products and services. Further, the undersigned Customer hereby agrees to purchase such ExpressPoll products and services from ES&amp;S as set forth herein. The undersigned Customer hereby agrees to the ExpressPoll System Sales Order Agreement General Terms and acknowledges that he or she has read the entire Agreement, understands it and fully intends to be bound by it. The undersigned Customer hereby certifies that: 1) sufficient funds are available for any of this purchase that exceeds my allocation of state and/or federal funding; and 2) any amount not funded by state and/or federal funds has been authorized and appropriated for this purchase. As of the date of the signature below, the undersigned Customer has full power and authority to enter into and perform this Agreement, and has been properly authorized to execute and deliver this Agreement on behalf of the Customer as set forth above.</p>				

ES&S Signature \_\_\_\_\_ Date \_\_\_\_\_

Customer Signature *[Signature]* Date 4-23-20

Print Name \_\_\_\_\_

Print Name Ty Rause

Title \_\_\_\_\_

Title Colorado County Judge

Contact Person	Rebecka LaCourse
Address (no PO box)	318 Spring St - Suite 101
City	Columbus
State/Province	TX
Zip	78934
Phone Number	(979) 732-6860

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**ELECTRONIC POLLBOOK GENERAL TERMS**

1. **Purchase/License Terms.** Subject to the terms and conditions of this Agreement, ES&S agrees to sell and/or license to Customer and Customer agrees to purchase and/or license from ES&S, the Equipment, ES&S Firmware and ES&S Software described on the attached Electronic Pollbook Sales Order ("Sales Order"). The ES&S Firmware and ES&S Software are collectively referred to hereinafter as the "ES&S Software." The payment terms for the Equipment and ES&S Software are set forth on the attached Sales Order. Title to the Equipment shall pass to Customer when Customer has paid ES&S the total amount set forth on the Sales Order for the Equipment. The consideration for ES&S' grant of the license during the Initial Term for the ES&S Firmware is included in the cost of the Equipment.

2. **Grant of Licenses.** Subject to the terms and conditions of this Agreement, ES&S hereby grants to Customer a nonexclusive, nontransferable license for its bona fide full time employees to use the ES&S Software described on the Sales Order, and related Documentation in the Jurisdiction while Customer is using the Equipment and ES&S Software during the Initial License Term or any License Renewal Term as defined in Section 4 below. The ES&S Software described in this Section 2 are ES&S proprietary software products. The license allows Customer to use the ES&S Software (in object code only) and the Documentation, in the course of operating the Equipment and solely for the purposes of managing the electronic poll book voter lists and voter registration process at each polling location in Customer's jurisdiction. The license granted in this Section 2 does not permit Customer to use or access the source code for the ES&S Software.

3. **Prohibited Uses.** Customer shall not take any of the following actions with respect to the ES&S Software or the Documentation:

a. Reverse engineer, decompile, disassemble, re-engineer or otherwise create, attempt to create, or permit, allow or assist others to create, the source code or the structural framework for part or all of the ES&S Software; or

b. Cause or permit any use, display, loan, publication, transfer of possession, sublicensing or other dissemination of the ES&S Software or Documentation, in whole or in part, to or by any third party, including, but not limited to, any transfer of possession to, or use of the ES&S Software or Documentation by any third party to perform any services for Customer without ES&S' prior written consent; or

c. Cause or permit any change to be made to the ES&S Software without ES&S' prior written consent; or

d. Cause or permit any copying, reproduction or printing of any output generated by the ES&S Software in which ES&S owns or claims any proprietary intellectual property rights (e.g., copyright, trademark or patent).

4. **Term of License.** The license granted in Section 2 shall commence upon the delivery of the ES&S Software described in Section 2 and shall continue for a one-year period (the "Initial License Term"). Upon expiration of the Initial License Term, the license shall automatically renew for an unlimited number of successive one-year periods (each a "License Renewal Term") upon the payment by Customer of the annual software license and software maintenance and support fee as set forth on the Sales Order. The license terms for any License Renewal Term shall be as set forth on Exhibit A. ES&S may terminate the license if Customer fails to pay the consideration due for, or breaches Sections 2 or 3 with respect to, such license. Upon the termination of the license granted in Section 2 for ES&S Software or upon Customer's discontinuance of the use of any ES&S Software, Customer shall immediately return such ES&S Software and the related Documentation (including any and all copies thereof) to ES&S, or (if requested by ES&S) destroy such ES&S Software and Documentation and certify in writing to ES&S that such destruction has occurred.

5. **Updates.** During the Initial License Term or any License Renewal Term, ES&S may provide new releases, upgrades or maintenance patches to the ES&S Software, together with appropriate Documentation ("Updates"), on a schedule solely defined by ES&S. Customer is responsible for obtaining any upgrades or purchases of third party items required to operate the Updates. All Updates shall be deemed to be ES&S Software for purposes of this Agreement upon delivery. Customer may install the Updates in accordance with ES&S' recommended instructions or may request that ES&S install the Updates. ES&S may charge Customer at its then-current rates to (i) train Customer on Updates, if such training is requested by Customer; (ii) install the Updates; or (iii) provide maintenance and support on the ES&S Software that is required as a result of Customer's failure to timely or properly install an Update. Customer shall pay ES&S for any Update which is specific to Customer or required due to a change in state or local law.

6. **Compliance with Laws.** ES&S warrants to Customer that, at the time of delivery, the Equipment and ES&S Software sold and licensed under this Agreement will comply with all applicable requirements of state election laws and regulations that are mandatory and effective as of the Effective Date set forth on the Sales Order and, if required, will have been certified by the appropriate state authorities for use in the Customer's state. ES&S further warrants that during the Warranty Period and thereafter so long as Customer is subscribing and paying for ES&S Software License, Maintenance and Support Services, the ES&S Software shall be maintained or upgraded by ES&S in such a way as to remain compliant with all applicable state election laws and regulations. "Maintained or upgraded" shall mean only such changes to individual items of the

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Software (but not Equipment) as are technologically feasible and commercially reasonable. Customer shall be solely responsible for the cost of any replacements, retrofits or modifications to the Equipment contracted for herein that may be developed and offered by ES&S in order for such Equipment to remain compliant with applicable laws and regulations. Customer shall also be solely responsible for the cost of any third party items that are required in order for the Equipment and/or Software to remain compliant with applicable laws and regulations.

7. **Delivery; Risk of Loss.** The Estimated Delivery Dates set forth on the Sales Order are merely estimates and may be revised by ES&S because of delays in executing this Agreement, changes requested by Customer and other events. ES&S will notify Customer of revisions to the Estimated Delivery Dates as soon as ES&S becomes aware of such revisions. Risk of loss for the Equipment and Software shall pass to Customer when such items are delivered to Customer's designated location. Upon transfer of risk of loss to Customer, Customer shall be responsible for obtaining and maintaining sufficient casualty insurance on the Equipment and Software and shall name ES&S as an additional insured thereunder until all amounts payable to ES&S under this Agreement have been paid by Customer.

8. **Warranty.**

a. **Equipment/ Software.** ES&S warrants that for a 1 year period (the "Warranty Period"), it will repair or replace any component of the Equipment or ES&S Software which, while under normal use and service: (i) fails to perform in accordance with its Documentation in all material respects, or (ii) is defective in material or workmanship. The Warranty Period will commence upon delivery. Any repaired or replaced item of Equipment or ES&S Software shall be warranted only for the unexpired term of the Warranty Period. All replaced components of the Equipment or ES&S Software will become the property of ES&S. ES&S shall not be responsible for the repair or replacement of (i) consumable parts, such as batteries or protective coatings that are designed to diminish over time, (ii) cosmetic damage, including, but not limited to, screen cracks, scratches, dents and broken plastic or (iii) defects caused by normal wear and tear. All Equipment warranty services shall be provided at ES&S' designated location. This warranty is effective provided that (i) Customer promptly notifies ES&S of the failure of performance or defect and is otherwise in compliance with its obligations hereunder, (ii) the Equipment or ES&S Software to be repaired or replaced has not been repaired, changed, modified or altered except as authorized or approved by ES&S, (iii) the Equipment or ES&S Software to be repaired or replaced is not damaged as a result of accident, theft, vandalism, neglect, abuse, liquid contact or use which is not in accordance with instructions or specifications furnished by ES&S or causes beyond the reasonable control of ES&S or Customer, including acts of God, fire, riots, acts of war, terrorism or insurrection, labor disputes, transportation delays, governmental regulations and utility or communication interruptions, and (iv) Customer has installed and is using the most recent Update provided to it by ES&S. This warranty is void for any units of equipment which: (i) have not

been stored or operated in a temperature range according their specifications, (ii) have been severely handled so as to cause mechanical damage to the unit, or (iii) have been operated or handled in a manner inconsistent with reasonable treatment of an electronic product. Upon the expiration of the Warranty Period, the Customer shall be entitled to receive the Software Maintenance and Support Services described on Exhibit A, upon the payment of the applicable fees for such service.

b. **System.** ES&S warrants that the Equipment and ES&S Software will operate in conjunction with the third party items during the Warranty Period, provided that (i) Customer is using third party items which have been approved by ES&S in writing for use with the Equipment and ES&S Software, (ii) Customer has installed and is using the most recent Update provided to it by ES&S, and (iii) the third party items are performing in accordance with their own specifications and documentation in all material respects and are not defective in material or workmanship. In the event of a breach of this warranty, ES&S will repair or replace the item of Equipment or ES&S Software that is causing such breach to occur. Customer acknowledges that ES&S has merely purchased the third party items for resale or rental to Customer, and that the proprietary and intellectual property rights to the third party items are owned by parties other than ES&S ("Third Parties"). Customer further acknowledges that except for the payment to ES&S for the third party items, all of its rights and obligations with respect thereto flow from and to the Third Parties. ES&S shall provide Customer with copies of all documentation and warranties for the third party items which are provided to ES&S.

c. **Exclusive Remedies.** IN THE EVENT OF A BREACH OF SUBSECTIONS 8(a) or 8(b), ES&S' OBLIGATIONS, AS DESCRIBED IN SUCH SUBSECTIONS, ARE CUSTOMER'S SOLE AND EXCLUSIVE REMEDIES. ES&S EXPRESSLY DISCLAIMS ALL WARRANTIES, WHETHER EXPRESS OR IMPLIED, WHICH ARE NOT SPECIFICALLY SET FORTH IN THIS AGREEMENT, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

9. **Limitation Of Liability.** Neither party shall be liable for any indirect, incidental, punitive, exemplary, special or consequential damages of any kind whatsoever arising out of or relating to this Agreement. Neither party shall be liable for the other party's negligent or willful misconduct. ES&S' total liability to Customer arising out of or relating to this Agreement shall not exceed the aggregate amount to be paid to ES&S hereunder. By entering into this Agreement, Customer agrees to accept responsibility for (a) the selection of the Equipment and ES&S Software to achieve Customer's intended results; (b) the use of the Equipment and ES&S Software; (c) the results obtained from the use of the Equipment and ES&S Software; (d) the selection of, use of and results obtained from any equipment, software or services not provided by ES&S and used with the Equipment or ES&S Software; or (e) user errors, voter errors or problems encountered by any individual in voting that are not otherwise a result of the failure of ES&S to perform. ES&S shall not be liable under this

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Agreement for any claim, damage, loss, judgment, penalty, cost, amount paid in settlement or fee that is caused by (y) Customer's failure to timely or properly install and use the most recent Update provided to it by ES&S or (z) Customer's election not to receive, or to terminate, the Software Maintenance and Support Services.

10. **Proprietary Rights.** Customer acknowledges and agrees as follows:

ES&S owns the ES&S Software, all Documentation and training materials provided by ES&S. Customer has the right to use the aforementioned items to the extent specified in this Agreement. ES&S also owns all patents, trademarks, copyrights, trade names and other proprietary or intellectual property in, or used in connection with, the aforementioned items. The aforementioned items also contain confidential and proprietary trade secrets of ES&S that are protected by law and are of substantial value to ES&S. Customer shall not cause or permit the adaptation, conversion, reverse engineering, disassembly or decompilation of any of the ES&S Software. Further, Customer shall keep the ES&S Software and related Documentation free and clear of all claims, liens and encumbrances and shall maintain all copyright, trademark, patent or other intellectual or proprietary rights notices that are set forth on the Equipment, the Software, the Documentation and training materials that are provided, and all permitted copies of the foregoing.

11. **Indemnification.** Customer shall indemnify and hold harmless ES&S from and against any and all adverse consequences arising out of or relating to the following:

a. Any Third Party Infringement Claim resulting from (i) Customer's failure to timely or properly install and use any Update provided to it by ES&S; (ii) the use of any Equipment or ES&S Software in combination with other equipment, hardware or software not meeting ES&S' specifications for use with such Equipment or ES&S Software; or (iii) Customer's modification or alteration of any item of Equipment or ES&S Software without the prior written consent of ES&S;

b. Any claims by third parties arising out of or relating to the use or misuse by Customer, its employees and any other persons under its authority or control ("Customer's Representatives") of any third party items;

c. Personal injury (including death) or property damage that is caused by any negligent or willful act, error or omission of one or more of Customer's Representatives; and

d. Customer's election not to receive, or to terminate, Software Maintenance and Support. ES&S shall notify Customer immediately if it becomes aware of any claim for which it may be entitled to indemnification under this Section 12, and hereby gives Customer full and complete authority, and shall provide such information and assistance as is necessary (at Customer's expense with respect to reasonable out-of-pocket costs), to enable Customer to defend, compromise or settle any such claim.

12. **Excusable Nonperformance.** Except for obligations to make payments hereunder, if either party is delayed or prevented from performing its obligations under this Agreement as a result of any cause beyond its reasonable control, including acts of God, fire, riots, acts of war, terrorism or insurrection,

labor disputes, transportation delays, governmental regulations and utility or communication interruptions, the delay shall be excused during the continuance of, and to the extent of, such cause, and the period of performance shall be extended to the extent necessary to allow performance after the cause of delay has been removed. ES&S agrees to work with Customer, at Customer's request, to develop mutually agreeable alternatives in order to minimize the negative impact of any such delay.

13. **Term: Termination.** This Agreement is made as of the date it is executed by the last of the parties named on the Sales Order (the "Effective Date"). The parties acknowledge and agree that certain of the Exhibits contain separate termination provisions, and that the termination of any Exhibit shall not constitute a termination of any other Exhibit or of the Agreement as a whole. This Agreement may be terminated, in writing, at any time by either party if the other party breaches any material provision hereof and does not cure such breach within 30 calendar days after it receives written notification thereof from the non-breaching party.

14. **Assignment.** Except in the case of a sale, transfer or assignment of all or substantially all of the assets of ES&S to a successor who has asserted its intent to continue the business of ES&S, neither party may assign or transfer this Agreement or assign, subcontract or delegate any of its rights, duties or obligations hereunder without the prior written consent of the other party hereto, such consent not to be unreasonably withheld or conditioned, nor unduly delayed. ES&S may assign its right to receive payments under this Agreement to such third party(ies) as ES&S may desire without the prior consent of Customer, provided that ES&S provides written notice (including evidence of such assignment) to Customer thirty (30) days in advance of any payment(s) so assigned.

15. **Notice.** Any notice or other communication required or permitted hereunder shall be in writing, and will be deemed given when (a) delivered personally, (b) sent by confirmed fax, (c) sent by commercial overnight courier (with written verification of receipt) or (d) sent by registered or certified mail, return receipt requested, postage prepaid, when the return receipt is received. All communications shall be sent to the attention of the persons listed on the signature page of the Sales Order which is attached to this Agreement and at the addresses or fax numbers set forth on such signature page unless other names, addresses or fax numbers are provided by either or both parties in accordance herewith.

16. **Disputes.**

a. **Payment of Undisputed Amounts.** In the event of a dispute between the parties regarding (1) a product or service for which payment has not yet been made to ES&S, (2) the amount due ES&S for any product or service, or (3) the due date of any payment, Customer shall nevertheless pay to ES&S when due all undisputed amounts. Such payment shall not constitute a waiver by Customer or ES&S of any of its rights and remedies against the other party.

b. **Remedies for Past Due Undisputed Payments.** If any undisputed payment to ES&S is past due more than 30 calendar days, ES&S may suspend performance under this Agreement until such amount is paid. If Customer's payment is past



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due for more than 60 calendar days and is undisputed, ES&S may declare the total amount remaining due under this Agreement to be immediately due and payable, enter the premises where the Equipment is located and remove it. Any undisputed payment not paid by Customer to ES&S when due shall bear interest from the due date at a rate equal to the lesser of one and one-half percent per month or the maximum amount permitted by applicable law for each month or portion thereof during which it remains unpaid.

**17. Additional Services; Changes.** Unless otherwise stated on the Sales Order, Customer shall be responsible for all costs related to services entered into in separate agreements such as, but not limited to, election coding, data conversion costs and network set up and communication. Further, Customer is responsible for equipment and setup, and the costs associated with setup, of the network infrastructure for data transfer and application communication unless specified in separate agreements. In addition, in the event the Customer changes, makes updates, enhances or otherwise modifies the Customer's currently existing voter registration system and such changes, updates, enhancements or modifications results in ES&S having to re-perform any services provided under this Agreement, the Customer shall be responsible for any such additional charges; which shall be invoiced at ES&S' then current rates. Likewise, any Customer requested enhancements, modifications or changes to the Equipment or ES&S Software which ES&S agrees to provide, in its sole discretion, shall be set forth in separate change orders to the Agreement. Customer shall be responsible for the payment of all fees associated with such enhancements, modifications or changes made by ES&S.

**18. Other.** ES&S is providing Equipment, Software and services to Customer as an independent contractor, and shall not be deemed to be a "state actor" for purposes of 42 U.S.C. § 1983. ES&S may engage subcontractors to provide certain of the Equipment, Software or services, but shall remain fully responsible for such performance. The provisions of Sections 1 – 6, 8(c), 9 – 12, 15, 16(b) and this section 18 of these General Terms shall survive the termination of this Agreement, to the extent applicable.

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**EXHIBIT A  
ES&S SOFTWARE LICENSE AND MAINTENANCE AND SUPPORT SERVICES**

**ARTICLE I  
GENERAL**

1. **Term; Termination.** This Exhibit A shall be in effect from the date on which the Initial License Term expires until the first anniversary thereof (the "License Renewal Term"). The License Renewal Term shall automatically renew for an unlimited number of successive one year periods until this Exhibit A is terminated by the first to occur of (a) either party's election to terminate it upon expiration of the License Renewal Term or any renewal thereof, written notice of which election shall be given to the other party at least sixty (60) calendar days prior to such annual expiration date, (b) the date that is thirty (30) calendar days after either party notifies the other that the other has materially breached this Exhibit A, and the breaching party fails to cure such breach within such 30-day period, or (c) the date that is 30 days after Customer fails to pay any amount due ES&S under this Exhibit A. The termination of this Exhibit A shall not relieve Customer of its liability to pay any amounts due ES&S hereunder.

2. **Fees.** In consideration for ES&S' agreement to provide the ES&S Software License and Software Maintenance and Support Services under this Exhibit A, Customer shall pay to ES&S the Software License and Software Maintenance and Support Fees set forth on Electronic Pollbook Sales Order. The ES&S Software license and Software Maintenance and Support Fees for the License Renewal Term are due on the date of the expiration of the Initial License Term. ES&S may increase the ES&S Software License and Software Maintenance and Support Fees for any renewal period by not more than 5% of the amount of the most recent fees paid by the Customer. The ES&S Software license and Software Maintenance and Support Fees for any renewal period shall be due and payable no later than thirty (30) days prior to the beginning of such renewal period. The ES&S Software license and Software Maintenance and Support Fee shall be in addition to any fees or charges separately referred to in any Section of this Exhibit A or the Agreement. If Customer elects to license and receive Software Maintenance and Support for an Add-On or New Product during the Term or any renewal thereof, ES&S will charge an incremental license and Software Maintenance and Support Fee for such license and services.

**ARTICLE II  
License of ES&S Software**

1. **Grant of License.** During the License Renewal Term or any renewal thereof, ES&S shall grant to Customer a nonexclusive, nontransferable license to use the ES&S Software and related Documentation in the Jurisdiction while Customer is using the Equipment and ES&S Software. The license allows Customer to use the ES&S Software (in object code only) and the Documentation, in the course of operating the Equipment and solely for the purposes of managing the electronic poll book voter lists and voter registration process at each polling location in Customer's jurisdiction. The license granted in this does not permit Customer to use or access the source code for the ES&S Software.

2. **Prohibited Uses.** Customer shall not take any of the following actions with respect to the ES&S Software or the Documentation:

a. Reverse engineer, decompile, disassemble, re-engineer or otherwise create, attempt to create, or permit, allow or assist others to create, the source code or the structural framework for part or all of the ES&S Software; or

b. Cause or permit any use, display, loan, publication, transfer of possession, sublicensing or other dissemination of the ES&S Software or Documentation, in whole or in part, to or by any third party, including, but not limited to, any transfer of possession to, or use of the ES&S Software or Documentation by any third party to perform any services for Customer without ES&S' prior written consent; or

c. Cause or permit any change to be made to the ES&S Software without ES&S' prior written consent; or

d. Cause or permit any copying, reproduction or printing of any output generated by the ES&S Software in which ES&S owns or claims any proprietary intellectual property rights (e.g., copyright, trademark or patent).

3. **Term of License.** The license granted in Article II, Section 1 shall commence upon the expiration of the Initial License Term and receipt of payment by ES&S in accordance with Article I, Section 2 of this Exhibit A. ES&S may terminate the license if Customer fails to pay the consideration due for, or breaches Sections 1 or 2 of this Article II with respect to, such license. Upon the termination of the license granted in Section 1 of Article II for ES&S Software or upon Customer's discontinuance of the use of any ES&S Software, Customer shall immediately return such ES&S Software and the related Documentation (including any and all copies thereof) to ES&S, or (if requested

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by ES&S) destroy such ES&S Software and Documentation and certify in writing to ES&S that such destruction has occurred.

**ARTICLE III  
ES&S SOFTWARE MAINTENANCE AND SUPPORT SERVICES**

1. **Services Provided.** ES&S shall provide maintenance and support services for the ES&S Software ("Software Maintenance and Support"), to enable it to perform in accordance with its Documentation in all material respects, and to cure any defect in material or workmanship.

2. **Updates.** During the Software Maintenance Term and any renewals thereof, ES&S shall continue to provide updates in accordance with any update schedule determined by ES&S.

3. **Reinstatement of ES&S License and Software Maintenance and Support Services.** If the License Renewal Term or any renewal thereof expires without being renewed, Customer may thereafter resume receiving ES&S' license and Software Maintenance and Support Services upon (a) notification to ES&S, and (b) payment of all fees which would have been due to ES&S had the ES&S' License Renewal Term not expired, plus a reinstatement charge.

4. **Conditions.** ES&S shall provide Software Maintenance and Support Services for any item of ES&S Software if such item requires such services as a result of (a) repairs, changes, modifications or alterations not authorized or approved by ES&S, (b) accident, theft, vandalism, neglect, abuse or use that is not in accordance with instructions or specifications furnished by ES&S, (c) causes beyond the reasonable control of ES&S or Customer, including acts of God, fire, riots, acts of war, terrorism or insurrection, labor disputes, transportation delays, governmental regulations and utility or communication interruptions, (d) Customer's failure to timely and properly install and use the most recent Update provided to it by ES&S, (e) Customer's failure to notify ES&S within 24 hours after Customer knows of the need for such services, or (f) if Customer is otherwise not in compliance with its obligations under this Agreement. However, such Software Maintenance and Support Services shall not be provided at the Software Maintenance and Support Services Fees outlined in the Sales Order, but shall be provided at the fees to be agreed upon by the parties if and when the need for such Software Maintenance and Support arises.

5. **Proprietary Rights.** ES&S shall own the entire right, title and interest in and to all corrections, programs, information and work product conceived, created or developed, alone or with Customer or others, as a result of or related to the performance of this Exhibit A, including all proprietary rights therein or based thereon. Subject to the payment of all ES&S License and Software Maintenance and Services Fees, ES&S hereby grants to Customer a non-exclusive license to use that portion of such corrections, programs, information and work product that ES&S actually delivers to Customer pursuant to this Exhibit A. All licensed items shall be deemed to be ES&S Software for purposes of this Agreement. Except and to the extent expressly provided herein, ES&S does not grant to Customer any right, license, or other proprietary right, express or implied, in or to any corrections, programs, information, or work product covered.

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  5. Adjourn.

**Motion by Judge Prause to adjourn; seconded by Commissioner Hahn;**

**5 ayes 0 nays; motion carried, it was so ordered.**

**An audio recording of this meeting of April 21, 2020 is available in the County  
Clerk's Office.**

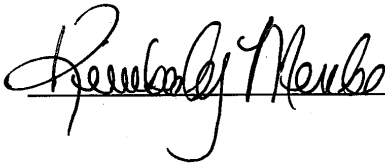
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Minutes were taken and prepared by Kimberly Menke, County Clerk on the 21<sup>st</sup> day of April, 2020 with Judge Ty Prause presiding.

I, KIMBERLY MENKE, COUNTY CLERK AND EX-OFFICIO OF THE COMMISSIONERS COURT IN AND FOR COLORADO COUNTY, TEXAS do hereby certify that the foregoing is a true and correct copy of the minutes of the Commissioner Court in session on the 21<sup>st</sup> day of April, 2020.

Given under my hand and official seal of office this date April 21, 2020.

  
\_\_\_\_\_

