

**RESOLUTION APPROVING MEMORANDUM OF AGREEMENT BY AND BETWEEN THE OHIO SECRETARY OF STATE (SOS) AND ASHTABULA COUNTY FOR SERVICES RELATED TO HARDWARE AND ALBERT INTRUSION DETECTION SERVICES FOR VOTING SYSTEMS, EPOLLBOOKS, VOTER REGISTRATION SYSTEMS, AND REMOTE MARKING BALLOT DEVICE VENDORS, BOARD OF ELECTIONS**

WHEREAS, since 2019 Boards of Elections and the Secretary of State have worked diligently to implement security directives establishing standards for vendors, strengthening physical security requirements and modernizing cybersecurity capabilities; and

WHEREAS, Directive 2024-10 is a permanent directive incorporated into Chapter 3 of the Elections Official Manual (EOM) codifying previous security directives and Technical Security Documents which establish that SOS will continue to provide at no cost to the Boards, Albert intrusion detection devices; and

WHEREAS, Center for Internet Security, Inc. ("CIS"), offers fee-based Services (as defined herein) to state and local elections entities and Secretary of State has procured such Services to be deployed at Ohio Boards of Elections, subject to the terms and conditions set forth in a written agreement between SOS and CIS, Secretary of State Contract Number 2024-002 through June 30, 2025; and

WHEREAS, CIS agreed to incorporate notifications to the Secretary of State as part of its escalation procedures with each individual Board; the Secretary of State agreed to incorporate language to effectuate this provision within its written agreements with each Board; and

WHEREAS, SOS and County wish to enter into this MOA to further set forth the duties and obligations of the Parties; and

WHEREAS, terms and conditions are outlined further in the agreement now on file in this office; now

THEREFORE, BE IT RESOLVED, By the Board of Commissioners of Ashtabula County, Ohio that the agreement, as noted above, is approved in accordance with the copy now on file in this office.

BE IT FURTHER RESOLVED that the President of the Board, on behalf of the Board of Commissioners of Ashtabula County, is authorized to execute any and all necessary documents.

**ASHTABULA COUNTY COMMISSIONERS  
CERTIFICATION PAGE**

Resolution No. 2025-174

April 08, 2025

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Upon the motion of Kathryn L. Whittington, seconded by Casey R. Kozlowski.

**VOTE:**

J.P. Ducro IV

Aye

Casey R. Kozlowski

Aye

Kathryn L. Whittington

Aye

**CERTIFICATE OF CLERK**

IT IS HEREBY CERTIFIED that the foregoing is a true and correct transcript of a resolution acted upon and duly passed by the Board of County Commissioners of Ashtabula County, Ohio, on the date noted above.



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Lisa Hawkins, Clerk of the Board  
Board of County Commissioners  
Ashtabula County, Ohio

**MEMORANDUM OF AGREEMENT FOR  
SERVICES**

This MEMORANDUM OF AGREEMENT (“MOA”) by and between the Ohio Secretary of State (“SOS”), located at 180 Civic Center Dr, 5th Floor, Columbus, OH 43215, and The Board of Elections of Ashtabula County, Ohio (“Board”) with its principal place of business at: \_\_\_\_\_ is hereby entered into as defined herein below. (SOS and Board, each a “Party” and collectively referred to as the “Parties”).

**WITNESSETH:**

**WHEREAS**, since 2019 Boards of Elections and the Secretary of State have worked diligently to implement security directives establishing standards for vendors, strengthening physical security requirements and modernizing cybersecurity capabilities, and

**WHEREAS**, Directive 2024-10 is a permanent directive incorporated into Chapter 3 of the Elections Official Manual (EOM) codifying previous security directives and Technical Security Documents which establish that SOS will continue to provide at no cost to the Boards, Albert intrusion detection devices, and

**WHEREAS**, Center for Internet Security, Inc. (“CIS”), offers fee-based Services (as defined herein) to state and local elections entities and Secretary of State has procured such Services to be deployed at Ohio Boards of Elections, subject to the terms and conditions set forth in a written agreement between SOS and CIS, Secretary of State Contract Number 2024-002 through June 30, 2025, and

**WHEREAS**, CIS agreed to incorporate notifications to the Secretary of State as part of its escalation procedures with each individual Board; the Secretary of State agreed to incorporate language to effectuate this provision within its written agreements with each Board, and

**WHEREAS**, SOS and Board wish to enter into this MOA to further set forth the duties and obligations of the Parties.

**NOW, THEREFORE**, in consideration of the mutual covenants contained herein, the Parties do hereby agree as follows:

**I. Definitions**

- A. Services. Combined netflow and intrusion detection system (IDS) monitoring, with analysis of related data; event notification and delivery; and management of associated devices, including hardware and software necessary for service delivery.
- B. Security Operation Center (SOC) – 24 x 7 x 365 watch and warning center operated by CIS that provides network monitoring, dissemination of cyber threat warnings and vulnerability identification and mitigation recommendations.

**II. Board Responsibilities**

The Board hereby agrees that it will undertake the following:

- A. Board shall provide logistic support in the form of rack space, electricity, internet connectivity, and any other infrastructure necessary to support CIS’ provision of the Services, at Board’s

expense.

- B. Board shall provide the following to the SOS and CIS while receiving services if the previously provided information has changed:
1. Current network diagrams to facilitate analysis of security events on the portion(s) of Board's network being monitored. Network diagrams will need to be revised whenever there is a substantial network change;
  2. Other reasonable assistance to SOS and CIS, including, but not limited to, providing all technical information related to the Service reasonably requested by CIS, to enable CIS to perform the Albert Monitoring Service for the benefit of Board and SOS;
  3. Provide public and private IP address ranges including a list of servers monitored including the type, operating system and configuration information, as well as a list of IP ranges and addresses that are not in use by Board (DarkNet space);
  4. Completed Pre-Installation Questionnaires (PIQ) in the form provided by CIS. The PIQ will need to be revised whenever there is a change that would affect CIS's ability to provide the Services;
  5. Provide a completed Escalation Procedure Form including the name, e-mail address, and 24/7 contact information for all designated Points of Contact (POC) including POC designated by SOS such that SOS and Board receive contemporaneous notifications.
  6. The name, email address, landline, mobile, and pager numbers for all shipping, installation and security points of contact.
- C. Within at least thirty (30) days of this agreement being signed, if not already done, the Board must file a copy of the Board incident response plan for alerts generated by CIS with the SOS. This document shall be marked TLP:AMBER as it is a security record.

This incident response plan must include:

1. Steps to be performed when an alert is received.
  2. Who will receive those alerts.
  3. After-hours contacts and a procedure for alerts received after normal working hours.
    - a. The Board must have a procedure to deal with after-hours alerts in a reasonable time frame. Responding to the alerts cannot wait until the next business day.
- D. During the period that Board is receiving Services, Board shall provide the following:
1. Written notification to SOS ([help@ohiosos.gov](mailto:help@ohiosos.gov)) and CIS SOC ([SOC@cisecurity.org](mailto:SOC@cisecurity.org)) at least thirty (30) days in advance of changes in hardware or network configuration affecting CIS's ability to provide Services;
  2. Written notification to SOS ([help@ohiosos.gov](mailto:help@ohiosos.gov)) and CIS SOC ([SOC@cisecurity.org](mailto:SOC@cisecurity.org)) at least twelve (12) hours in advance of any scheduled downtime or other network and system administration scheduled tasks that would affect CIS's ability to provide Albert Monitoring Service;
  3. A revised Escalation Procedure Form when there is a change in status for any POC for the Board or SOS. Any Escalation Procedure Form, including any revised Escalation Procedure Form shall contain POC for SOS.

4. Sole responsibility for maintaining current maintenance and technical support contracts with Board's hardware suppliers for any device affected by Services.
5. Board shall provide active involvement with SOS and CIS SOC to resolve any tickets requiring Board input or action; and
6. Reasonable assistance in remotely installing and troubleshooting devices including hardware and communications.

### **III. Secretary of State Responsibilities**

- A. Payment for Services. As consideration for the Services provided to Board, SOS has agreed to pay to CIS the costs for such Services as set forth in the Agreement. SOS will be solely responsible for payment of the costs of all Services provided to Board under the Agreement for services through June 30, 2025 or until such earlier termination of either the Agreement or this MOA. The Parties acknowledge that none of the duties and obligations described in this MOA shall be binding on either party until such time as all necessary funds are available or encumbered and, when required such expenditure of funds is approved by the Controlling Board or if grant funds are used, until such time that the SOS gives the Board notice that such funds have been made available by the SOS's funding source.
- B. Provision and Maintenance of Hardware. CIS, on behalf of SOS, shall procure hardware (including associated operating systems and software) for and sends hardware to Board, for use solely in connection with providing the Services under this Agreement (the "CIS Devices"). CIS shall be responsible for maintenance and repair of the CIS Devices, including managing and implementing necessary software upgrades, patches, configuration changes and signature upgrades and, if necessary, replacement to ensure continuous and quality delivery of Services throughout the Term. Board must not transfer, sell, assign, encumber, or otherwise dispose of the CIS Devices without the SOS's and CIS's prior written consent.
- C. No Warranty. Access to the hardware is provided by CIS without any warranty of merchantability or fitness for a particular purpose or any other warranty, express or implied.

### **IV. Term of this MOA; Termination**

- A. Term. This MOA will commence on the date it is signed by the Parties (the "Effective Date") and shall continue in full force and effect for as long as the Services are made available to Board under the Agreement (the "Term"), and as long as the funding in Section III. A. remains available, unless otherwise earlier terminated pursuant to the terms of this Section IV. If the Agreement between Secretary of State and CIS is terminated by CIS for any reason, this MOA shall terminate as of the date of such termination of the Agreement. Unless this MOA is terminated early or extended in writing by the Parties, it shall terminate upon the expiration of the Term.
- B. Termination. Either Party may terminate this MOA during the Term by providing written notice to the other Party at least ninety (90) days prior to termination.
- C. For all CIS Devices provided to Customer and sent to Board under this Agreement, upon termination of the Agreement or any hardware failure necessitating replacement, Customer

shall be responsible for returning the relevant CIS Device to CIS at CIS' expense within thirty (30) days of either the termination date or hardware failure.

#### **V. Force Majeure**

No Party shall be liable for performance delays or for non-performance due to causes beyond its reasonable control.

#### **VI. No Third Party Rights**

Except as otherwise expressly stated herein, nothing in this MOA shall create or give to third parties any claim or right of action of any nature against Secretary of State or Board.

#### **VII. Assignment**

No Party may assign their rights and obligations under this Agreement without the prior written approval of the other Party which approval shall not be unreasonably withheld, conditioned or delayed. This Agreement shall be binding upon and inure to the benefits of each Party and their respective successors and assigns.

#### **VIII. Information Sharing**

The Parties acknowledge that, as a condition precedent to the execution of this MOA, CIS shall share all incident notification reports involving Board with SOS. This requirement shall remain in effect during the term of this MOA.

#### **IX. Notices**

A. All notices permitted or required hereunder shall be in writing and shall be transmitted either: via certified or registered United States mail, return receipt requested; by facsimile transmission; by personal delivery; by expedited delivery service; or by e-mail with acknowledgement of receipt of the notice.

Such notices shall be addressed as follows or to such different addresses as the Parties may from time-to-time designate:

##### **Secretary of State**

Name: Jason DeBord  
Title: Chief Information Security Officer  
Address: 180 Civic Center Dr, FL 4, Columbus, Ohio 43215  
Phone: 614-696-8883  
E-Mail: jdebord@ohiosos.gov

##### **Board:**

Name:  
Title:  
Address:  
Phone:  
E-Mail:

B. Any such notice shall be deemed to have been given either at the time of personal delivery or,

in the case of expedited delivery service or certified or registered United States mail, as of the date of first attempted delivery at the address and in the manner provided herein, or in the case of facsimile transmission or email, upon receipt.

- C. The Parties may, from time to time, specify any new or different contact information as their address for purpose of receiving notice under this MOA by giving fifteen (15) days written notice to the other Parties sent in accordance herewith. The Parties agree to mutually designate individuals as their respective representatives for the purposes of receiving notices under this MOA. Additional individuals may be designated in writing by the Parties for purposes of implementation and administration, resolving issues and problems and/or for dispute resolution.

#### **X. Non-Waiver**

None of the provisions of this MOA shall be considered waived by any Party unless such waiver is given in writing by the other Parties. No such waiver shall be a waiver or any past or future default, breach or modification of any of the terms, provision, conditions or covenants of the MOA unless expressly set forth in such waiver.

#### **XI. Entire Agreement; Amendments**

This MOA constitutes the entire understanding and agreement between the Parties with respect to the subject matter hereof and replace and supersede all prior understandings, communications, agreements or arrangements between the parties with respect to this subject matter, whether oral or written. This MOA may only be amended as agreed to in writing by all Parties.

#### **XII. Partial Invalidity**

If any provision of this MOA be adjudged by a court of competent jurisdiction to be unenforceable or invalid, that provision shall be limited or eliminated to the minimum extent necessary so that this MOA shall otherwise remain in full force and effect and enforceable.

#### **XIII. Limitation on Liability**

- A. SOS is not liable for any indirect, incidental or consequential loss or damage of any kind including but not limited to lost profits, even if the Board has been advised, knew, or should have known of the possibility of damages.
- B. Board further agrees that Board shall be liable for all damages due to the fault or negligence of Board.

#### **XIV. Controlling Law**

This MOA and the rights of the parties hereunder shall be governed, construed, and interpreted in accordance with the laws of the State of Ohio. Board consents to the exclusive jurisdiction and venue of courts located in Franklin Board, Ohio for the adjudication of all disputes arising hereunder and waives any objection that is based upon the doctrine of *forum non conveniens*.

The foregoing has been agreed to and accepted by the authorized representatives of each Party whose signatures appear below:

**SECRETARY OF STATE**

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**BOARD**

By: J.P. Ducro IV

Name: J. P. Ducro IV

Title: President

Date: 4-8-25