

Electronic Voting Equipment Lease Agreement

This Electronic Voting Equipment Lease Agreement (this “Agreement”) is entered into effective as of the date it is fully executed (the “Effective Date”) by and between City of New Haven with a principal place of business at 165 Church Street, New Haven, CT 06510 (the Lessee) and the State of Connecticut with principal offices at State Capitol, Room 104, Hartford CT 06105 (the “State” or “Lessor”) The State and Lessee may collectively be referred to as the “Parties.”

WHEREAS, the State is the owner of certain Equipment described in Section 1 of this Agreement; and

WHEREAS, Lessee desires to lease the Equipment from the State and the State agrees to lease the Equipment to Lessee under the terms and conditions set forth in this Agreement

NOW THEREFORE, in consideration of the foregoing and the mutual covenants contained in this Agreement, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

1. Equipment.

The State hereby leases to Lessee and Lessee hereby leases from the State certain electronic voting equipment (the “Equipment”), as fully described in Exhibit A, attached hereto and incorporated herein by reference.

2. Term.

This Agreement shall be for a term of 1 year, which shall commence on the Effective Date and shall end on June 30, 2025. The Parties may extend the Agreement for a period of time no longer than July 31, 2034.

3. Rental Payment.

As rent for the Equipment, Lessee shall pay to the State, a one-time rental payment of \$1.00. The rental payment shall become due and payable as of the Effective Date. Rental payment shall be made to the State at the address set forth herein.

4. Maintenance.

Throughout the Term, Lessee shall provide for the service, repair and maintenance of the Equipment, at Lessee’s sole expense, so as to keep the Equipment in as good condition, repair, appearance and working order as when delivered to Lessee hereunder, ordinary wear and tear excepted. Lessee shall, at Lessee’s sole expense, replace any and all parts and devices which may from time to time become worn out, lost, stolen, destroyed, damaged beyond repair, or rendered unfit for use for any reason whatsoever. Lessee shall, at Lessee’s sole expense, maintain software licenses required for use of the Equipment.

5. Use of Equipment.

Lessee shall exercise due care in its operation, use and maintenance of the Equipment. Lessee shall not use, and shall not permit others to use, the Equipment in any manner that would contravene applicable laws, rules, regulations and other governmental directives.

Lessee shall not alter or modify the Equipment without the prior written consent of the State.

6. Default; Remedies.

If (a) Lessee shall default in the payment of the rental payment or (b) Lessee shall default in maintaining software licenses required for use of the Equipment, the State shall have the right to take possession of any or all items of the Equipment without demand, notice, or legal process, wherever they may be located. Lessee hereby waives any and all damages occasioned by such taking of possession. Any said taking of possession shall not constitute a termination of this Agreement as to any or all items of Equipment unless the State expressly so notifies Lessee in writing.

7. Termination.

The State may terminate this Agreement at any time upon thirty (30) days' prior written notice to Lessee.

8. Return of Equipment.

Upon termination of this Agreement, Lessee shall provide access to the Equipment by the State or a vendor of the State for the removal of the Equipment within thirty (30) days of such termination.

9. Insurance.

Lessee hereby acknowledges and agrees that its assumption of loss of the Equipment shall attach upon Delivery Date. Lessee may, at its sole expense and discretion, obtain liability insurance to cover any liability caused by, or arising out of activities of the Lessee and/or Lessee's employees with respect to the Equipment.

10. Damage.

Lessee shall be responsible for any loss of or damage to the Equipment from any cause at all, whether or not insured, from the time or the Lessee's receipt of the Equipment. If the Equipment is lost, stolen or damaged, Lessee will promptly notify the State of such event. In no event shall such loss or damage relieve Lessee of its obligations under this Agreement. In the event of such loss or damage, Lessee shall: (i) promptly repair the Equipment to return it to good working order; or (ii) replace the Equipment with Equipment approved by the Office of the Secretary of the State.

11. Indemnification.

Lessee shall indemnify, defend and hold the State and its employees and vendors harmless from all losses, liabilities, actions, suits, judgments, obligations, fines, penalties, claims, costs and expenses (including reasonable attorneys' fees and investigative fees) arising out of the rental of the Equipment and all acts and omissions related thereto. Lessee shall not be liable for the grossly negligent or willful misconduct of a vendor of the State.

12. Sovereign Immunity.

The Parties acknowledge and agree that nothing in this Agreement shall be construed as a modification, compromise or waiver by the State of any rights or defenses of any

immunities provided by federal law or the laws of the State of Connecticut to the State or any of its officers and employees, which they may have had, now have or will have with respect to all matters arising out of this Contract. To the extent that this Section conflicts with any other Section, this Section shall govern.

13. Personal Property.

The Equipment is and shall at all times be and remain personal property, notwithstanding that the Equipment, or any part thereof, may now be or hereafter become in any manner affixed or attached to or embedded in or permanently rested upon real property or any building thereon or attached in any manner to what is permanent by any means of cement, plaster, nails, bolts, screws or otherwise.

14. Delivery.

The State or its designee shall deliver the Equipment to the address for delivery shown in Exhibit A hereto. The date on which Lessee takes possession of the Equipment at such location is hereinafter referred to as the "Delivery Date".

15. No Subletting Assignment.

No equipment shall be sublet by Lessee, nor shall the Lessee assign or transfer any interest in this Agreement without written consent of the State.

16. Further Assurances.

The Parties shall provide such information, execute and deliver any instruments and documents and take such other actions as may be necessary or reasonably requested by the other party which are not inconsistent with the provisions of this Agreement and which do not involve the vesting of rights or assumption of obligations other than those provided for in this Agreement, in order to give full effect to this Agreement and to carry out the intent of this Agreement.

17. Audit and Inventory

- a. The State and its agents, including, but not limited to, the Connecticut Auditors of Public Accounts, Attorney General and State's Attorney and their respective agents, may, at reasonable hours, inspect and examine all Equipment wherever stored or housed.
- b. Lessee shall maintain accurate and complete record of the location, quantity and condition of the Equipment. Lessee shall make all such records available at all reasonable hours for audit and inspection by the State and its agents.
- c. The State shall make all requests for any audit or inspection in writing and shall provide the Lessee with at least twenty- four (24) hours' notice prior to the requested audit and inspection date. If the State suspects fraud or other abuse, or in the event of an emergency, the State is not obligated to provide any prior notice.
- d. The Lessee will annually complete an inventory of the Equipment in its possession and report by affidavit to the State: 1) Equipment quantity, 2) location of the Equipment, and 3) Equipment condition.

18. Forum and Choice of Law

The Parties deem this Agreement to have been made in the City of Hartford, State of Connecticut. Both Parties agree that it is fair and reasonable for the validity and construction of this Agreement to be, and it shall be, governed by the laws and court decisions of the State of Connecticut, without giving effect to its principles of conflicts of laws. To the extent that any immunities provided by Federal law or the laws of the State of Connecticut do not bar an action against the State, and to the extent that these courts are courts of competent jurisdiction, for the purpose of venue, the complaint shall be made returnable to the Judicial District of Hartford only or shall be brought in the United States District Court for the District of Connecticut only, and shall not be transferred to any other court, provided, however, that nothing here constitutes a waiver or compromise of the sovereign immunity of the State of Connecticut. The Lessee waives any objection which it may now have or will have to the laying of venue of any claims in any forum and further irrevocably submits to such jurisdiction in any suit, action or proceeding.

19. Executive Orders and Other Enactments

All references in this Agreement to any Federal, State, or local law, statute, public or special act, executive order, ordinance, regulation or code (collectively, "Enactments") shall mean Enactments that apply to the Agreement at any time during its Term, or that may be made applicable to the Agreement during its Term. This Agreement shall always be read and interpreted in accordance with the latest applicable wording and requirements of the Enactments. Unless otherwise provided by Enactments, the Lessee is not relieved of its obligation to perform under this Agreement if it chooses to contest the applicability of the Enactments or the State's authority to require compliance with the Enactments.

20. Whistleblower Provision.

This Agreement may be subject to the provisions of Section 4-61dd of the Connecticut General Statutes. In accordance with this statute, if an officer, employee or appointing authority of the Lessee takes or threatens to take any personnel action against any employee of the Lessee in retaliation for such employee's disclosure of information to any employee of the contracting state or quasi-public agency or the Auditors of Public Accounts or the Attorney General under the provisions of such statute, the State may request that the Attorney General bring a civil action in the Superior Court for the Judicial District of Hartford to seek imposition and recovery of any applicable civil penalty.

21. Force Majeure.

a. The parties shall not be excused from their respective Agreement obligations except in the case of strikes, lockouts, riot, sabotage, rebellion, insurrection, acts of war, acts of terrorism, failure of or inadequate permanent power, fire, flood, earthquake, hurricane, tornado, pandemics, shelter in place orders, lockdowns, transportation interruptions, epidemics, natural disasters, and acts of God (collectively, "Force Majeure Events") and as otherwise provided for in this Agreement.

b. If a Force Majeure Event prevents a party from complying with any obligation or satisfying any conditions under this Agreement, then that failure to comply will not constitute a Breach if (A) that party uses reasonable efforts to comply; (B) that party's failure to comply is not due to its failure to (i) take reasonable measures to protect itself against Force Majeure Events or (ii) develop and maintain a reasonable contingency plan to respond

to Force Majeure Events; and (C) that party complies with its obligations under subsection (c) of this Section.

c. If a Force Majeure Event occurs, then the noncomplying party shall promptly notify the other party of occurrence of that Force Majeure Event, its effect on its obligations under this Agreement, and how long the noncomplying party expects the noncompliance to last. Thereafter, the noncomplying party shall update that information as reasonably necessary, or as the other party may reasonably request, whichever is more frequent. During a Force Majeure Event, the noncomplying party shall use reasonable efforts to limit damages to the other party and to resume complying with its Performance and obligations under this Contract.

d. Failure to provide written notice of any Force Majeure Event as soon as the failing party becomes aware of it, or failure by the other party to Act in response to the notice, does not excuse any delays or failures in Performance or obligations.

22. Notice

All notices, demands, requests, consents, approvals or other communications required or permitted to be given or which are given with respect to this Agreement (for the purpose of this Section collectively called “Notices”) shall be deemed to have been effected at such time as the notice is placed in the U.S. mail, first class and postage pre-paid, return receipt requested or placed with a recognized, overnight express delivery service that provides for a return receipt, or via electronic mail.

All such Notices shall be in writing and shall be addressed as follows:

If to the State:

Connecticut Office of the Secretary of the State
165 Capitol Avenue, Suite 1000
Hartford, CT 06106
Attention: Kristin Sullivan, Director of Elections
Gabe Rosenberg, Chief of Staff and General Counsel

w/copy to:
kristin.sullivan@ct.gov
gabe.rosenberg@ct.gov

If to the Lessee:

Attention: _____

w/copy to: _____

23. Headings.

The headings given to the Sections in this Agreement are inserted only for convenience and are in no way to be construed as part of this Agreement or as a limitation of the scope of the particular Section to which the heading refers.

24. Number and Gender.

Whenever the context so requires, the plural or singular shall include each other and the use of any gender shall include all genders.

CITY OF NEW HAVEN (LESSEE)

BY:

Name:

Title:

Duly Authorized

Date:

STATE OF CONNECTICUT

Office of the Secretary of the State

BY:

Name:

Title:

Duly Authorized

Date:

Exhibit A

Lessee: City of New Haven

Equipment Delivery Address: _____

Equipment List:

Item	Quantity
DS300	100
DS300 Ballot Box with Power Supply and AC Cord	100
Redundant 4GB Memory Device	100
DS300 Soft-Sided Nylon Case	100
DS300 Privacy Screen	100
DS950 (Includes Steel Table/Cart, Start-Up Kit, Dust Cover, Reports Printer, Battery Backup, USB Cable, Imprinter Ink Cartridge and Two (2) Standard 8GB Memory Devices)	1
DS450 (Includes Steel Table/Cart, Start-up Kit, Dust Cover, Reports Printer, Audit Printer, Battery Backup, Two (2) USB Cables, Imprinter Ink Cartridge and Two (2) Standard 8GB Memory Devices)	0