



**NOTICE OF PUBLIC MEETING
AND POSSIBLE EXECUTIVE SESSION OF THE
STATE OF ARIZONA
CITIZENS CLEAN ELECTIONS COMMISSION**

Location: **Citizens Clean Elections Commission**
1616 West Adams, Suite 110
Phoenix, Arizona 85007

Date: **Thursday, April 27, 2017**

Time: **9:30 a. m.**

Pursuant to A.R.S. § 38-431.02, notice is hereby given to the Commissioners of the Citizens Clean Elections Commission and the general public that the Citizens Clean Elections Commission will hold a regular meeting, which is open to the public on April 27, 2017. This meeting will be held at 9:30 a.m., at the Citizens Clean Elections Commission, 1616 West Adams, Suite 110, Phoenix, Arizona 85007. The meeting may be available for live streaming online at www.livestream.com/cleanelections. Members of the Citizens Clean Elections Commission will attend either in person or by telephone, video, or internet conferencing.

The Commission may vote to go into executive session, which will not be open to the public, for the purpose of obtaining legal advice on any item listed on the agenda, pursuant to A.R.S. § 38-431.03 (A)(3). The Commission reserves the right at its discretion to address the agenda matters in an order different than outlined below.

The agenda for the meeting is as follows:

- I. Call to Order.
- II. Discussion and Possible Action on Interagency Service Agreements with the Arizona Secretary of State's office.

The Commission may choose to go into executive session on Item IV for discussion or consultation with its attorneys to consider its position and instruct its attorneys regarding the public body's position regarding contracts, in pending or contemplated litigation or in settlement discussions conducted in order to avoid or resolve litigation. A.R.S. § 38-431.03(A)(4).

- III. Public Comment

This is the time for consideration of comments and suggestions from the public. Action taken as a result of public comment will be limited to directing staff to study the matter or rescheduling the matter for further consideration and decision at a later date or responding to criticism

IV. Adjournment.

This agenda is subject to change up to 24 hours prior to the meeting. A copy of the agenda background material provided to the Commission (with the exception of material relating to possible executive sessions) is available for public inspection at the Commission's office, 1616 West Adams, Suite 110, Phoenix, Arizona 85007.

Dated this 24^h day of April, 2017.

Citizens Clean Elections Commission
Thomas M. Collins, Executive Director

Any person with a disability may request a reasonable accommodation, such as a sign language interpreter, by contacting the Commission at (602) 364-3477. Requests should be made as early as possible to allow time to arrange accommodations.

Interagency Service Agreement by and between
the Citizens Clean Elections Commission and
the Office of the Secretary of State

This INTERAGENCY SERVICE AGREEMENT (the "Agreement") is made as of the _____ day of _____ 2017 between the CITIZENS CLEAN ELECTIONS COMMISSION (hereinafter referred to as the "Commission") and the OFFICE OF THE SECRETARY OF STATE (hereinafter referred to as the "Secretary"), pursuant to A.R.S. § 35-148.

WHEREAS, the Commission has a duty to enforce the provisions of Title 16, Chapter 6, Article 2, Arizona Revised Statutes and to exercise the powers granted to it under that Article; and,

WHEREAS, the Commission has the authority under A.R.S. §§ 16-940 to -941 to pay reasonable and necessary expenses of administration and enforcement, to make expenditures for public education and voter education and to make expenditures to implement the Citizens Clean Elections Act; and,

WHEREAS, the Commission has the duty to prescribe forms for reports, statements, and notices to be filed through a reporting system jointly approved for use by candidates by the Commission and the Secretary of State pursuant to A.R.S. § 16-956(A)(3). The Commission also has authority to adopt rules to implement the reporting requirements of A.R.S. § 16-958(D)-(E) and to adopt rules to carry out the purposes of Title 16, Chapter 6, Article 2. A.R.S. §§ 16-956(A)(6); -956(B). The Commission enforces provisions of Title 16, Chapter 6, Article 2. A.R.S. §§ 16-956(A)(7), 16-957; and,

WHEREAS, the Secretary of State has the duty to accommodate electronic collection, filing, and dissemination of statements of campaign contributions and expenditures pursuant to A.R.S. §§ 16-916, -916.01, -941, 956, and -958, including additional reports required of participating candidates by those rules; and,

WHEREAS, the Commission and the Secretary desire to increase voter education and transparency and improve the electronic, web-based, filing system prescribed by A.R.S. § 16-958(E).

NOW THEREFORE, the Secretary of State and the Commission agree as follows:

1. Agreement Term.

The term of this Agreement shall begin on _____, _____ 2017 and shall remain in effect until the Agreement until terminated as provided in this Agreement.

2. Definitions.

A. "See The Money" means the modified computer programs, displays, and interfaces, funded by this ISA, as a World Wide Web-based system and for the display of campaign-related financial information to the public. The system shall:

1. have the capability of displaying to users state and local campaign finance related information reported to the system from any jurisdiction using the system.

2. allow users to identify contributors or vendors and their multi-directional relationships to the different types of committees and entities. For example, users should be able to see: all the committees that have made expenditures to a specific vendor; all the contributors that have made contributions to a specific committee and; all the committees that have received contributions from a specific donor.

3. permit users to download their results in a tabular or csv format, run summaries of committee and other entity activity, and have access to a regularly updated copy of the entire database via the web.

4. permit users to see searches often previously requested by prior users.

5. be reasonably mobile device compatible for mobile web browsers.

B. “Authorized” or “authorization” means a request, requirement, or other authorization by the Commission pursuant to Title 16, Chapter 6, Arizona Revised Statutes, or Arizona Administrative Code, Title 2, Chapter 20, made of any reporting party or the Secretary.

C. “Filing(s)” means any report, statement, notice, or other document required by law.

D. “Campaign Finance Reporting System” is the computer based system in which committees, including candidate committees, and other entities file campaign finance reports, notices, and other materials.

E. “Administer” means the act of technically operating See The Money and the Campaign Finance Reporting System, including the provisions of access to reporting parties and the provisions of public access to filings. Administer does not include the authority, power, or jurisdiction to supersede, alter or amend the Commission’s jurisdiction, authority, and powers or the authority, power, or jurisdiction to decline, reject, or alter a Commission authorization.

F. “Reporting Party” means a person authorized to file reports related to campaigns and includes a corporation, company, partnership, firm, association, or society, as well as a natural person.

3. Responsibilities.

The Secretary shall:

A. Develop See the Money. The Project Plan provided to the Commission by the Secretary currently projects See the Money being able to receive data from Reporting Parties on January 2, 2018. The Secretary shall provide the Commission with such reports regarding the development of See the Money as the Commission may reasonably request. The Secretary will revise and update the See the Money Project Plan as material changes to the Plan may occur. All the execution of all duties and responsibilities of either the Secretary or the Commission [respecting See The Money](#) shall follow the See the Money Project Plan, as it may be revised and modified from time to time, [with the written consent of the Commission or its executive director](#)

B. Ensure that the Campaign Finance Reporting System will provide a complete means for any Reporting Party to fully comply with the Reporting Party's reporting obligations pursuant to Title 16, Chapter 6 as they exist pursuant to Arizona law in effect at the time of the Agreement's initiation.

C. Ensure that a log-in for reporting parties other than committees that permits them to make authorized or voluntary filings on demand.

D. Provide the Commission and its staff "read only access" to any data, filing, or other information the Commission or its staff deem reasonably necessary to the execution of any of its duties.

E. Provide electronic means to the Commission staff to deliver notifications and other communications to committees and other entities of filing obligations of standard, defined reports with defined reporting dates in the Campaign Finance Reporting System that the Commission or its staff deem reasonably necessary. The Secretary shall provide e-mail contacts for all entities with logins to the Campaign Finance Reporting System for Commission related information that the Commission staff determines it is in the Commission's interest to deliver.

F. Provide quality assurance access to the Commission and its staff for training and research purposes. Such access shall include the ability to mimic filings by reporting parties in real time.

G. Ensure that See the Money shall include an introductory page that includes representation of both the Commission's and the Secretary's seals in equal proportion and placement. The See the Money website shall be accessible from the Commission's designated Web sites. The See the Money website shall include a disclosure as follows: "Paid For by the Arizona Secretary of State's Office and With Voter Approved Funding— From the Clean Elections Fund". This term shall be completed by January 2, 2018 unless otherwise postponed pursuant to this agreement.

H. Administer the See the Money website and the Campaign Finance Reporting System throughout the term of this Agreement.

In addition, the Secretary:

I. Agrees that an authorization does not require or represent the endorsement of the Secretary of any Commission action, but further consents and agrees that the Commission's determination of its own jurisdiction, authority, and powers shall supersede any view of the Secretary regarding the Commission's jurisdiction, authority, and powers. In furtherance of this consent and agreement the Secretary agrees that her Office will not participate in any lawsuit or other regulatory matter challenging the authority of the Commission to obtain information from Reporting Parties or to deny or inhibit a Reporting Party's ability to use See the Money to provide the Commission with the Commission's required reports. This consent and agreement is limited to the obligations of Reporting Parties as set forth in Title 16, Chapter 6, Article 2, Arizona Revised Statutes.

The Commission shall:

A. Transfer to the Secretary the amounts set forth in Exhibit One in accordance with the schedule set forth therein. To facilitate the scheduled transfer the Commission will create an ITI document in the Arizona Financial Information System (“AFIS”), copy it forward and attach an electronic copy of the signed agreement and invoice (provided by Secretary) with verification of completion to the ITA document. The Commission will notify the Secretary when the ITA document is ready to be processed. The Secretary will enter the funding information in the 2nd Party Accounting tab, and submit it through workflow (more detailed instructions are found in the AFIS General Accounting Training Guide Section 7). The Secretary’s accounting contact is:

Evelia McGee, Fiscal Services Specialist
Phone: 602-926-3816
emcgee@azsos.gov

B. Exhibit One shall set forth the objectives and deliverables for each phase of development and maintenance of See the Money. When the Secretary shall have achieved and delivered the objectives set forth in any particular phase of the See the Money project the Secretary shall request the Commission make the corresponding transfer. The Commission and the Secretary agree and acknowledge that the See the Money project plan as well as the objectives and deliverables set forth in Exhibit One are subject to revision, with the consent of the Commission or its executive director. The Commission and the Secretary agree that the Secretary may request payment for delivering some objectives of a particular phase of the project without having delivered every objective of a particular phase. The Secretary’s inability to deliver every objective of a particular phase of the project as set forth in the project plan will not be deemed to be a breach of the Agreement so long as the Secretary is using reasonable efforts and diligence to deliver the required objectives of each phase of the project. In any case, the Commission shall not pay more than \$200,000 in total.

4. Other Provisions.

A. The Secretary warrants that, in undertaking and completing the responsibilities prescribed by Section 3(a)-(g) of this agreement, that any work product does not and will not infringe upon, violate, or misappropriate any patent, copyright, trade secret, trademark, contract, or proprietary right of any third party.

B. The Secretary and the Commission agree and acknowledge that one of their mutual objectives is to facilitate adoption and utilization of See the Money and the Campaign Finance Reporting System by as many county, municipal and other jurisdictions as possible. The Commission and the Secretary will work together to achieve this objective, including agreeing to

modify either See the Money or the Campaign Finance Reporting System as both parties may, by mutual agreement, deem necessary to maximize adoption and utilization by local jurisdictions.

C. The Commission and the Secretary may determine it is in their mutual best interests to charge fees to other jurisdictions for their use of See the Money or the Campaign Finance Reporting System. In the event the Commission and the Secretary determine such fees are appropriate the Secretary and the Commission agree to negotiate with one another in good faith as to how such fees shall be allocated among the parties, the uses of such fees and the reporting from one party to the other regarding sources and uses of fee revenue.

D. Every payment of obligation of the Commission under this Agreement is conditioned upon the availability of funds allocated for the payment of such obligation. If funds are not allocated and available for the continuance of this agreement, this Agreement may be terminated by the Commission or any other agency of State of Arizona at the end of the period for which funds are available. No liability shall accrue to the Commission nor any other agency of the State of Arizona in the event this provision is exercised, and neither the Commission nor any other agency of the State of Arizona shall be obligated or liable for any future payments or for any damages as a result of termination under this paragraph.

E. If the Secretary fails to receive an appropriation necessary for the performance of its obligations hereunder, this Agreement may be terminated at the end of the period for which such funds are available. No liability for failure to perform shall accrue in the event this provision is exercised, and the Secretary shall not be obligated or liable for any damages as a result of termination under this paragraph. Notwithstanding the foregoing, this provision does not release the Secretary for any prior or outstanding liability at the time of termination under this paragraph.

F. Pursuant to A.R.S. § 35-148(A), the Secretary of State shall make an accounting of expenditures prior to invoicing the Commission.

G. Pursuant to A.R.S. § 35-148, this interagency service agreement is for the advancement and/or payment from the Commission's resources to the Secretary of State for the provision of goods and services.

H. In the event either party shall deem the other to be in material breach of this Agreement they shall:

1. Provide the other with written notice of the claim.
2. The party receiving notice of the breach shall have ten business days to provide the other party with either a written response denying that a breach exists and/or a statement setting forth the efforts and schedule the party has or will undertake to remediate the matters that are the subject of the notice.

3. The party receiving either the written notice denying a breach exists and/or a remediation plan shall have ten business days to accept or reject in writing the proposal.

All notices shall be delivered at the addresses indicated below. Both the Commission and the Secretary agree that they will not pursue any other right or remedy for a breach of this Agreement until they have complied with this section.

I. Notices, correspondence, and reports from the Commission to the Secretary shall be sent to:

Arizona Department of State
Attention: Deputy Secretary of State
1700 W. Washington St., 7th Floor
Phoenix, Arizona 85007

Notices, correspondence, and reports from the Secretary to the Commission shall be sent to:

Arizona Citizens Clean Elections Commission
Attention: Executive Director
1616 W. Adams St., Suite 110
Phoenix, Arizona 85007

The Secretary and the Commission agree that generally they shall communicate with one another via electronic mail and that each party shall provide the other with a current list of key contacts and their email addresses.

J. The Secretary shall permit the Commission or any reporting party to access any function necessary to make reports requested or required by the Commission or its Executive Director, unless a required outage is mandated for the functionality of the system which all Parties will be made aware prior to the event whenever possible. Violation of this term is a material breach. [The obligation to perform under subsection \(J\) shall continue regardless of claim of breach by either the Secretary or the Commission until and unless a court of proper jurisdiction orders otherwise after appeals of right are exhausted.](#)

K. Pursuant to A.R.S. §§ 35-214 and 35-215, both parties shall retain all data, books, and other records (“records”) relating to this Agreement for a period of five years after completion of the Agreement. All records shall be subject to the inspection and audit by the State of Arizona at reasonable times. Upon request, either party shall produce the original of any or all such records to the other.

L. The parties shall comply with Executive Order 2009-9 which mandates that all persons, regardless of race, color religion, sex, age, national origin, or political affiliation, shall have equal access to employment opportunities, and all other applicable state and Federal employment laws, rules, and regulations, including the Americans with Disabilities Act. The parties shall take affirmative action to ensure that applicants for employment and employees are not discriminated against due to race, creed, color, religion, sex, national origin, or disability.

M. This Agreement may be amended or modified at any time by mutual agreement. No agent, employee, or other representative of either party is empowered to alter any of the terms of the Agreement, unless done in writing and signed by the authorized representative of the respective parties.

N. This Agreement contains all of the agreements of the parties with respect to the subject matter of the Agreement and no other agreements or oral representations from any party are binding.

O. The parties to this Agreement agree to resolve all disputes arising out of or relating to this Agreement through arbitration, after exhausting applicable administrative review, to the extent required by A.R.S. § 12-1518 except as may be required by other applicable statutes.

P. This Agreement shall be construed in accordance with the laws of the State of Arizona.

Q. This Agreement is subject to cancellation pursuant to A.R.S. § 38-511. In such event, Section 4(A) shall apply

R. In the event of any legal action related to or arising from this agreement, each party shall bear its own attorneys' fees and costs. In no event shall the either Party indemnify, reimburse, pay, or be liable for any kind of loss, nor indemnify, provide, pay, or be liable for any attorneys' fees or costs incurred in relation to this Agreement.

IN WITNESS WHEREOF, the parties have executed this Interagency Service Agreement under the Authority of A.R.S. § 35-148(A) as of the date first above written.

Citizens Clean Elections Commission

By:

Its:

Date:

Secretary of State of Arizona

By:

Its:

Date:

Exhibit One

Project Phase: Application Development – Release into Public Beta

Deliverable Date: October 2, 2017

Deliverable Amount: \$150,000

Deliverable Detail:

Design and Wire Frame

Proof of Concept

Coding/Programming of Core Business Requirement

Private Beta Testing

Project Phase: Go Live – General Availability

Deliverable Date: January 2, 2018

Deliverable Amount: \$50,000

Deliverable Detail:

Public Beta Testing

Updates and Debugging found in Beta Testing

Sign-off on Beta Testing, Alpha Testing, Release Testing

See the Money Website Available to the public

Interagency Service Agreement ~~by and b~~etween
the Citizens Clean Elections Commission and
tThe Office of the Secretary of State

~~This~~HIS INTERAGENCY SERVICE AGREEMENT ~~-(the "Agreement") IS MADE AS~~
~~OF THE~~ is made as of the ____ day of _____ 2017 between the CITIZENS CLEAN
ELECTIONS COMMISSION (hereinafter referred to as the "Commission") and the OFFICE OF
THE SECRETARY OF STATE (hereinafter referred to as the "Secretary"), pursuant to A.R.S. §
35-148.

WHEREAS,

~~A.~~ A. ~~t~~The Commission has a duty to enforce the provisions of Title 16, Chapter 6,
Article 2, Arizona Revised Statutes and to exercise the powers granted to it under that Article;
and,

~~B.~~ B. ~~WHEREAS,~~ WHEREAS, ~~t~~The Commission has the authority under A.R.S. §§ 16-940 to -941
to pay reasonable and necessary expenses of administration and enforcement, to make
expenditures for public education and voter education and to make expenditures to implement
the Citizens Clean Elections Act; and,

~~C.~~ C. ~~WHEREAS,~~ WHEREAS, ~~t~~The Commission has the duty to prescribe forms for reports,
statements, and notices to be filed through a reporting system jointly approved for use by
candidates by the Commission and the Secretary of State pursuant to A.R.S. § 16-956(A)(3).
The Commission also has authority to adopt rules to implement the reporting requirements of
A.R.S. § 16-958(D)-(E) and to adopt rules to carry out the purposes of Title 16, Chapter 6,
Article 2. A.R.S. §§ 16-956(A)(6); -956(B). The Commission enforces provisions of Title 16,
Chapter 6, Article 2. A.R.S. §§ 16-956(A)(7), 16-957; and,

~~WHEREAS,~~ WHEREAS, ~~t~~The Secretary of State has the duty to accommodate electronic
collection, filing, and dissemination of statements of campaign contributions and expenditures
pursuant to A.R.S. §§ 16-916, -916.01, -941, 956, and -958, ~~and the Rules of the Citizens Clean
Elections Commission,~~ including additional reports required of participating candidates by those
rules; and,

~~D.~~ D. ~~WHEREAS,~~ WHEREAS,

~~E.~~ E. ~~t~~The Commission and the Secretary ~~of State~~ desire to increase voter education
and transparency and improve the electronic, web-based, filing system prescribed by A.R.S. §
16-958(E).

NOW THEREFORE, the Secretary of State and the Commission agree as follows:

1. ~~1.~~ Agreement Term.

The term of this Agreement shall begin on _____, _____ 2017 and shall remain in effect until the Agreement ~~is modified by both parties, in writing, or~~ until terminated as provided in this Agreement.

2. Definitions.

A. “See The Money” means the modified computer programs, displays, and interfaces, funded by this ISA, as a World Wide Web-based system and for the display of campaign-related financial information to the public. The system shall:

1.) have ~~the~~ capability ~~of displaying to users publicly all~~ state and local campaign finance related information reported to the system from any jurisdiction using the system-See the Money.

2.) ~~permit users to follow the flow of money from any identified links on the site.~~

3.) allow users ~~s~~ to identify contributors or vendors and their multi-directional relationships to the different types of committees and entities. For example, users should be able to see: all the committees that have made expenditures to a specific vendor; all the contributors that have made contributions to a specific committee and; all the committees that have received contributions from a specific donor.

34.) permit users to download their results in a tabular or csv format, run summaries of committee and other entity activity, and have access to a regularly updated copy of the entire database via the web.

45.) permit users to see ~~trending reports on spending and~~ searches often previously requested by prior users.

5. 6.) ~~be~~ reasonably mobile device compatible for mobile web browsers.

B. “Authorized” or “authorization” means a request, requirement, or other authorization by the Commission pursuant to Title 16, Chapter 6, Arizona Revised Statutes, or Arizona Administrative Code, Title 2, Chapter 20, made of any reporting party or the Secretary.

C. “Filing(s)” means any report, statement, notice, or other document required~~authorized~~ by ~~the Commission~~law.

D. “Campaign Finance Reporting System” is the computer based system in which committees, including candidate committees, and other entities file campaign finance reports, notices, and other materials.

E. “Administ~~er~~rate” ~~or Administrated~~ means the act of technically operating See The Money and the Campaign Finance Reporting System, including the provisions of access to reporting parties and the provisions of public access to filings. Administ~~er~~rate does not include the authority, power, or jurisdiction to supersede, alter or amend the Commission’s jurisdiction, authority, and powers or the authority, power, or jurisdiction to decline, reject, or alter a Commission authorization.

F. "Reporting Party" means a person authorized to file reports related to campaigns and includes a corporation, company, partnership, firm, association, or society, as well as a natural person.

3. Responsibilities.

The Secretary shall:

~~A. Develop See the Money. This responsibility shall be completed e Project Plan provided to the Commission by the Secretary currently projects See the Money being able to receive data from Reporting Parties on January 2, 2018. The Secretary shall provide the Commission with such reports regarding the development of See the Money as the Commission may reasonably request. The Secretary will revise and update the See the Money Project Plan as material changes to the Plan may occur. by All the execution of all duties and responsibilities of either the Secretary or the Commission respecting See the Money shall follow the See the Money Project Plan, as it may be revised and modified from time to time.~~ No modification to the See the Money Project Plan is effective until approved, in writing, by the Executive Director of the Commission or its designee. ~~January 2, 201~~

~~A. — 8 April 1, 2018.~~

~~B. Ensure that the Campaign Finance Reporting System will provide a complete means for any Reporting Party to fully comply with the Reporting Party's obligations pursuant to Title 16, Chapter 6. provides the means for any authorized filing by a reporting party. This responsibility begins immediately.~~

~~B. —~~

C. Ensure that a ~~universal~~ log-in for reporting parties other than committees that permits them to make authorized or voluntary filings on demand. ~~This responsibility shall be completed no later than July 1, 2017.~~

~~D. Provide the Commission and its staff "read only access" to any data, filing, or other information the Commission or its staff deem reasonably necessary to the execution of any of its duties.~~

~~D.E. Provide electronic means to the Commission staff to deliver notifications and other communications to committees and other entities of filing obligations of standard, defined reports with defined reporting dates in the Campaign Finance Reporting System that the Commission or its staff deem reasonably necessary. In fulfillment of the obligations of this subsection the Secretary agrees to provide the Commission with email addresses of all persons authorized to enter information into the Campaign Finance Reporting System by a Reporting Party. The Commission may utilize these email addresses to fulfill the Commission's statutory and regulatory communications responsibilities. This responsibility begins immediately~~

~~E.F. Provide quality assurance access to the Commission and its staff for training and research purposes. Such access shall include the ability to mimic filings by reporting parties in real time. This responsibility begins immediately.~~

~~F.G.~~ Ensure that See the Money shall include an introductory page that includes representation of both the Commission's and the Secretary's ~~of State's~~ ~~seals~~~~logos~~ in equal proportion and placement. ~~The See the Money website shall and that shall~~ be accessible from the Commission's designated Web sites. ~~The See the Money website shall include a disclosure as follows;and shall state~~ "Paid For ~~by the Arizona Secretary of State's Office and~~ With Voter Approved Funding ~~From the Clean Elections Fund~~". The obligations of this subsection shall be substantially complete by January 2, 2018 unless this completion date shall be modified as provided for in this Agreement. ~~This responsibility shall be completed by January 2, 2018~~

~~H.~~ Administer ~~the rate~~ See the Money ~~website~~ and the Campaign Finance Reporting System ~~throughout the term of this Agreement.~~ ~~for the Commission.~~

~~This responsibility begins immediately.~~

In addition, the Secretary:

~~I.~~ Agrees that an authorization does not require or represent the endorsement of the Secretary of any Commission action, but further consents and agrees that the Commission's determination of its own jurisdiction, authority, and powers shall supersede any view of the Secretary regarding the Commission's jurisdiction, authority, and powers. ~~In furtherance of this consent and agreement the Secretary agrees that her Office will not participate in any lawsuit or other regulatory matter challenging the authority of the Commission to obtain information from Reporting Parties or to deny or inhibit a Reporting Party's ability to use See the Money to provide the Commission with the Commission's required reports. This consent and agreement is limited to the obligations of Reporting Parties as set forth in Title 16, Chapter 6, Article 2, Arizona Revised Statutes.~~

~~G.~~ ~~This responsibility begins immediately.~~

The Commission shall:

~~a.~~ ~~A.~~

~~Payment terms Go here.~~

~~transfer to the Secretary the amounts set forth in Exhibit One in accordance with the schedule set forth therein. Payment shall be made to STA from CCEC at the completion TBD. The total amount of the project shall not exceed TBD processed through the agency to agency transfer process (ITI/ITA transfer). To facilitate the scheduled transfer the CCEC Commission will create an ITI document in the Arizona Financial Information System ("AFIS"), copy it forward and attach an electronic copy of the signed agreement and invoice (provided by Secretary OS) with verification of completion to the ITA document. The Commission CCEC will notify the Secretary STA when the ITA document is ready to be processed. The Secretary STA will enter the funding information in the 2nd Party Accounting tab, and submit it through workflow (more detailed instructions are found in the AFIS General Accounting Training Guide Section 7). The Secretary's STA's accounting contact is:~~

Evelia McGee, Fiscal Services Specialist

Phone: 602-926-3816

emcgee@azsos.gov

B. Exhibit One shall set forth the objectives and deliverables for each phase of development and maintenance of See the Money. When the Secretary shall have achieved and delivered the objectives set forth in any particular phase of the See the Money project the Secretary shall request the Commission make the corresponding transfer. The Commission and the Secretary agree and acknowledge that the See the Money project plan as well as the objectives and deliverables set forth in Exhibit One are subject to revision with the written consent of the Executive Director of the Commission or its designee. The Commission and the Secretary agree that the Secretary may request payment for delivering some objectives of a particular phase of the project without having delivered every objective of a particular phase. The Secretary's inability to deliver every objective of a particular phase of the project as set forth in the project plan will not be deemed to be a breach of the Agreement so long as the Secretary is using reasonable efforts and diligence to deliver the required objectives of each phase of the project. Notwithstanding any other provision of this Agreement, the Commission shall not transfer any funds in excess of two hundred thousand dollars (\$200,000.00).

~~b.~~

4. ~~4.~~ **Other Provisions.**

A.

~~A.~~ ~~A.~~ The Secretary warrants that, in undertaking and completing the responsibilities prescribed by Section 3(a)-(g) of this agreement, that any work product does not and will not infringe upon, violate, or misappropriate any patent, copyright, trade secret, trademark, contract, or proprietary right of any third party.

~~B. B.~~ The Secretary and the Commission agree and acknowledge that one of their mutual objectives is to facilitate adoption and utilization of See the Money and the Campaign Finance Reporting System by as many county, municipal and other jurisdictions as possible. The Commission and the Secretary will work together to achieve this objective, including agreeing to modify either See the Money or the Campaign Finance Reporting System as both parties may, by mutual agreement, deem necessary to maximize adoption and utilization by local jurisdictions.

~~C. may use the Campaign Finance Reporting System to provide filings by reporting parties as it deems appropriate provided the Secretary is in compliance with this Agreement, but may not prevent, obstruct, or alter any authorization.~~

~~The Secretary may permit other jurisdictions to use the System under the administration of the Secretary and retain any benefits or revenues from such uses of the System without consent or accounting to the Commission.~~

The Commission and the Secretary may determine it is in their mutual best interests to charge fees to other jurisdictions for their use of See the Money or the Campaign Finance Reporting System. In the event the Commission and the Secretary determine such fees are appropriate the Secretary and the Commission agree to negotiate with one another in good faith as to how such fees shall be allocated among the parties, the uses of such fees and the reporting from one party to the other regarding sources and uses of fee revenue.

~~D. C.~~ Every payment of obligation of the Commission under this Agreement is conditioned upon the availability of funds allocated for the payment of such obligation. If funds are not allocated and available for the continuance of this agreement, this Agreement may be terminated by the Commission or any other agency of State of Arizona at the end of the period for which funds are available. No liability shall accrue to the Commission nor any other agency of the State of Arizona in the event this provision is exercised, and neither the Commission nor any other agency of the State of Arizona shall be obligated or liable for any future payments or for any damages as a result of termination under this paragraph.

E. If the Secretary fails to receive an appropriation necessary for the performance of its obligations hereunder, this Agreement may be terminated at the end of the period for which such funds are available. No liability for failure to perform shall accrue in the event this provision is exercised, and the Secretary shall not be obligated or liable for any damages as a result of termination under this paragraph. Notwithstanding the foregoing, this provision does not release the Secretary for any prior or outstanding liability at the time of termination under this paragraph.

~~F. D.~~ Pursuant to A.R.S. § 35-148(A), the Secretary of State shall make an accounting of expenditures prior to invoicing and return any advance not used to the Commission. ~~—The Secretary shall provide updates to the Commission staff at regular intervals, not to exceed 90 days, of progress respecting the responsibilities prescribed in Section 3(a)-(g). Upon the demand request of the Commission, the Secretary shall provide reports on progress as requested by the Commission within, but the Commission shall grant the Secretary 14 days to respond to such requests.~~

~~G. E.~~ Pursuant to A.R.S. § 35-148, this interagency service agreement is for the advancement and/or payment from the Commission's resources to the Secretary of State for the provision of goods and services.

H. F. In the event either party shall deem the other to be in material breach of this Agreement they shall:

1. Provide the other with written notice of the claim.

2. The party receiving notice of the breach shall have ten business days to provide the other party with either a written response denying that a breach exists and/or a statement setting forth the efforts and schedule the party has or will undertake to remediate the matters that are the subject of the notice.

3. The party receiving either the written notice denying a breach exists and/or a remediation plan shall have ten business days to accept or reject in writing the proposal.

All notices shall be delivered at the addresses indicated below. Both the Commission and the Secretary agree that they will not pursue any other right or remedy for a breach of this Agreement until they have complied with this section. Breach of any of the provisions of Section 3(a) (h), 4(G) or by termination of the agreement by the Secretary shall be deemed a material breach. Declining, refusing, or altering a Commission authorization shall be deemed a breach of Section 3. Failure to respond to a Commission authorization provided in writing to the Secretary, the Assistant Secretary of State or the Director of Computer Services within 14 days shall be deemed a material breach of this agreement. Failure to accommodate a Commission authorization within 30 days after written notice shall be deemed a material breach, but such time may be extended by the Commission's Executive Director in writing.

In the event of the Secretary's material breach, any and all payments shall be returned to the Commission in full, and the Secretary shall provide to the Commission any revenue from state, county or other users of the Campaign Finance Reporting System or See the Money to the Commission within two weeks and cease any further collection of such revenue until it returns to compliance.

I. Notices, correspondence, and reports from the Commission to the Secretary shall be sent to:

Arizona Department of State
Attention: Deputy Secretary of State
1700 W. Washington St., 7th Floor
Phoenix, Arizona 85007

Notices, correspondence, and reports from the Secretary to the Commission shall be sent to:

Arizona Citizens Clean Elections Commission
Attention: Executive Director
1616 W. Adams St., Suite 110
Phoenix, Arizona 85007

The Secretary and the Commission agree that generally they shall communicate with one another via electronic mail and that each party shall provide the other with a current list of key contacts and their email addresses.

J. G. The Commission has an interest in any modifications to the display of campaign finance data, and the Secretary of State shall notify the Commission in writing 14 days prior to

~~any not modificationsfy of the display produced by the system with a itemized list of changes except after consultation with and approval of the Commission. Nor shall T~~ the Secretary shall permit the ~~of State bar the~~ Commission or any reporting party ~~as defined by law from to~~ accessing any function necessary to make reports requested or required by the Commission or its Executive Director, unless a required outage is mandated for the functionality of the system which all Parties will be made aware prior to the event whenever possible. Violation of this term is a material breach. The obligations of this subsection shall continue notwithstanding any claim of breach by either party and shall remain in full force and effect until the Agreement is terminated.

~~K. J.~~ Pursuant to A.R.S. §§ 35-214 and 35-215, both parties shall retain all data, books, and other records (“records”) relating to this Agreement for a period of five years after completion of the Agreement. All records shall be subject to the inspection and audit by the State of Arizona at reasonable times. Upon request, either party shall produce the original of any or all such records to the other.

~~L. K.~~ The parties shall comply with Executive Order 2009-9 which mandates that all persons, regardless of race, color religion, sex, age, national original, or political affiliation, shall have equal access to employment opportunities, and all other applicable state and Federal employment laws, rules, and regulations, including the Americans with Disabilities Act. The parties shall take affirmative action to ensure that applicants for employment and employees are not discriminated against due to race, creed, color, religion, sex, national origin, or disability.

~~M. L.~~ This Agreement may be amended or modified at any time by mutual agreement. No agent, employee, or other representative of either party is empowered to alter any of the terms of the Agreement, unless done in writing and signed by the authorized representative of the respective parties.

~~N. M.~~ This Agreement contains all of the agreements of the parties with respect to the subject matter of the Agreement and no other agreements or oral representations from any party are binding.

~~O. N.~~ The parties to this Agreement agree to resolve all disputes arising out of or relating to this Agreement through arbitration, after exhausting applicable administrative review, to the extent required by A.R.S. § 12-1518 except as may be required by other applicable statutes.

~~P. O.~~ This Agreement shall be construed in accordance with the laws of the State of Arizona.

~~Q. P.~~ This Agreement is subject to cancellation pursuant to A.R.S. § 38-511. In such event, Section 4(A) shall apply

~~R. Q.~~ In the event of any legal action related to or arising from this agreement, each party shall bear its own attorneys’ fees and costs. In no event shall the ~~Commission either Party~~ indemnify, reimburse, pay, or be liable ~~to the Secretary~~ for any kind of loss, nor indemnify,

provide, pay, or be liable for any attorneys' fees or costs incurred in relation to this Agreement.
~~The Secretary affirmatively waives any such recoveries against the Commission.~~

~~R. This Agreement shall take effect on ___~~

IN WITNESS WHEREOF, the parties have executed this Interagency Service Agreement under the Authority of A.R.S. § 35-148(A) as of the date first above written.

Citizens Clean Elections Commission

By:

Its:

Date:

Secretary of State of Arizona

By:

Its:

Date:

Exhibit One

Project Phase: Application Development – Release into Public Beta

Deliverable Date: October 2, 2017

Deliverable Amount: \$150,000

Deliverable Detail:

Design and Wire Frame

Proof of Concept

Coding/Programming of Core Business Requirement

Private Beta Testing

Project Phase: Go Live – General Availability

Deliverable Date: January 2, 2018

Deliverable Amount: \$50,000

Deliverable Detail:

Public Beta Testing

Updates and Debugging found in Beta Testing

Sign-off on Beta Testing, Alpha Testing, Release Testing

See the Money Website Available to the public

CITIZENS CLEAN _____ ARIZONA _____ OFFICE _____ OF
ELECTIONS COMMISSION _____ THE SECRETARY OF STATE

By: _____ Date _____

Michele Reagan

Secretary of State

By: _____ Date _____

Thomas Collins _____

Executive Director

Interagency Service Agreement by and between
the Citizens Clean Elections Commission and
the Office of the Secretary of State

This INTERAGENCY SERVICE AGREEMENT (the "Agreement") is made as of the _____ day of _____ 2017 between the CITIZENS CLEAN ELECTIONS COMMISSION (hereinafter referred to as the "Commission") and the OFFICE OF THE SECRETARY OF STATE (hereinafter referred to as the "Secretary"), pursuant to A.R.S. § 35-148.

WHEREAS, the Commission has a duty to enforce the provisions of Title 16, Chapter 6, Article 2, Arizona Revised Statutes and to exercise the powers granted to it under that Article; and,

WHEREAS, the Commission has the authority under A.R.S. §§ 16-940 to -941 to pay reasonable and necessary expenses of administration and enforcement, to make expenditures for public education and voter education and to make expenditures to implement the Citizens Clean Elections Act; and,

WHEREAS, the Commission has the duty to prescribe forms for reports, statements, and notices to be filed through a reporting system jointly approved for use by candidates by the Commission and the Secretary of State pursuant to A.R.S. § 16-956(A)(3). The Commission also has authority to adopt rules to implement the reporting requirements of A.R.S. § 16-958(D)-(E) and to adopt rules to carry out the purposes of Title 16, Chapter 6, Article 2. A.R.S. §§ 16-956(A)(6); -956(B). The Commission enforces provisions of Title 16, Chapter 6, Article 2. A.R.S. §§ 16-956(A)(7), 16-957; and,

WHEREAS, the Secretary of State has the duty to accommodate electronic collection, filing, and dissemination of statements of campaign contributions and expenditures pursuant to A.R.S. §§ 16-916, -916.01, -941, 956, and -958, including additional reports required of participating candidates by those rules; and,

WHEREAS, the Commission and the Secretary desire to increase voter education and transparency and improve the electronic, web-based, filing system prescribed by A.R.S. § 16-958(E).

NOW THEREFORE, the Secretary of State and the Commission agree as follows:

1. Agreement Term.

The term of this Agreement shall begin on _____, _____ 2017 and shall remain in effect until the Agreement until terminated as provided in this Agreement.

2. Definitions.

A. "See The Money" means the modified computer programs, displays, and interfaces, funded by this ISA, as a World Wide Web-based system and for the display of campaign-related financial information to the public. The system shall:

1. have the capability of displaying to users state and local campaign finance related information reported to the system from any jurisdiction using the system.

2. allow users to identify contributors or vendors and their multi-directional relationships to the different types of committees and entities. For example, users should be able to see: all the committees that have made expenditures to a specific vendor; all the contributors that have made contributions to a specific committee and; all the committees that have received contributions from a specific donor.

3. permit users to download their results in a tabular or csv format, run summaries of committee and other entity activity, and have access to a regularly updated copy of the entire database via the web.

4. permit users to see searches often previously requested by prior users.

5. be reasonably mobile device compatible for mobile web browsers.

B. “Authorized” or “authorization” means a request, requirement, or other authorization by the Commission pursuant to Title 16, Chapter 6, Arizona Revised Statutes, or Arizona Administrative Code, Title 2, Chapter 20, made of any reporting party or the Secretary.

C. “Filing(s)” means any report, statement, notice, or other document required by law.

D. “Campaign Finance Reporting System” is the computer based system in which committees, including candidate committees, and other entities file campaign finance reports, notices, and other materials.

E. “Administer” means the act of technically operating See The Money and the Campaign Finance Reporting System, including the provisions of access to reporting parties and the provisions of public access to filings. Administer does not include the authority, power, or jurisdiction to supersede, alter or amend the Commission’s jurisdiction, authority, and powers or the authority, power, or jurisdiction to decline, reject, or alter a Commission authorization.

F. “Reporting Party” means a person authorized to file reports related to campaigns and includes a corporation, company, partnership, firm, association, or society, as well as a natural person.

3. Responsibilities.

The Secretary shall:

A. Develop See the Money. The Project Plan provided to the Commission by the Secretary currently projects See the Money being able to receive data from Reporting Parties on January 2, 2018. The Secretary shall provide the Commission with such reports regarding the development of See the Money as the Commission may reasonably request. The Secretary will revise and update the See the Money Project Plan as material changes to the Plan may occur. All the execution of all duties and responsibilities of either the Secretary or the Commission respecting See ~~The~~the Money shall follow the See the Money Project Plan, as it may be revised and modified from time to time. No modification to the See the Money Project Plan is effective until approved, with the written consent in writing, by the Executive Director of the Commission or its ~~executive director~~designee.

B. Ensure that the Campaign Finance Reporting System will provide a complete means for any Reporting Party to fully comply with the Reporting Party's obligations pursuant to Title 16, Chapter 6.

C. Ensure that a log-in for reporting parties other than committees that permits them to make authorized or voluntary filings on demand.

D. Provide the Commission and its staff "read only access" to any data, filing, or other information the Commission or its staff deem reasonably necessary to the execution of any of its duties.

E. Provide electronic means to the Commission staff to deliver notifications and other communications to committees and other entities of filing obligations of standard, defined reports with defined reporting dates in the Campaign Finance Reporting System that the Commission or its staff deem reasonably necessary. ~~The Secretary shall provide e-mail contacts for all entities with logins to~~ In fulfillment of the obligations of this subsection the Secretary agrees to provide the Commission with email addresses of all persons authorized to enter information into the Campaign Finance Reporting System for Commission-related information that the Commission staff determines it is in the Commission's interest to deliver by a Reporting Party. The Commission may utilize these email addresses to fulfill the Commission's statutory and regulatory communications responsibilities.

F. Provide quality assurance access to the Commission and its staff for training and research purposes. Such access shall include the ability to mimic filings by reporting parties in real time.

G. Ensure that See the Money shall include an introductory page that includes representation of both the Commission's and the Secretary's seals in equal proportion and placement. The See the Money website shall be accessible from the Commission's designated Web sites. The See the Money website shall include a disclosure as follows: "Paid For by the Arizona Secretary of State's Office and With Voter Approved Funding From the Clean Elections Fund". ~~This term~~ The obligations of this subsection shall be completed substantially complete by January 2, 2018 unless ~~otherwise postponed pursuant to this agreement~~ this completion date shall be modified as provided for in this Agreement.

H. Administer the See the Money website and the Campaign Finance Reporting System throughout the term of this Agreement.

In addition, the Secretary:

I. Agrees that an authorization does not require or represent the endorsement of the Secretary of any Commission action, but further consents and agrees that the Commission's determination of its own jurisdiction, authority, and powers shall supersede any view of the Secretary regarding the Commission's jurisdiction, authority, and powers. In furtherance of this consent and agreement the Secretary agrees that her Office will not participate in any lawsuit or other regulatory matter challenging the authority of the Commission to obtain information from

Reporting Parties or to deny or inhibit a Reporting Party's ability to use See the Money to provide the Commission with the Commission's required reports. This consent and agreement is limited to the obligations of Reporting Parties as set forth in Title 16, Chapter 6, Article 2, Arizona Revised Statutes.

The Commission shall:

A. Transfer to the Secretary the amounts set forth in Exhibit One in accordance with the schedule set forth therein. To facilitate the scheduled transfer the Commission will create an ITI document in the Arizona Financial Information System ("AFIS"), copy it forward and attach an electronic copy of the signed agreement and invoice (provided by Secretary) with verification of completion to the ITA document. The Commission will notify the Secretary when the ITA document is ready to be processed. The Secretary will enter the funding information in the 2nd Party Accounting tab, and submit it through workflow (more detailed instructions are found in the AFIS General Accounting Training Guide Section 7). The Secretary's accounting contact is:

Evelia McGee, Fiscal Services Specialist
Phone: 602-926-3816
emcgee@azsos.gov

B. Exhibit One shall set forth the objectives and deliverables for each phase of development and maintenance of See the Money. When the Secretary shall have achieved and delivered the objectives set forth in any particular phase of the See the Money project the Secretary shall request the Commission make the corresponding transfer. The Commission and the Secretary agree and acknowledge that the See the Money project plan as well as the objectives and deliverables set forth in Exhibit One are subject to revision, with the written consent of the Executive Director of the Commission or its ~~executive director~~ designee. The Commission and the Secretary agree that the Secretary may request payment for delivering some objectives of a particular phase of the project without having delivered every objective of a particular phase. The Secretary's inability to deliver every objective of a particular phase of the project as set forth in the project plan will not be deemed to be a breach of the Agreement so long as the Secretary is using reasonable efforts and diligence to deliver the required objectives of each phase of the project. ~~In any case~~ Notwithstanding any other provision of this Agreement, the Commission shall not ~~pay more than \$200,000 in total~~ transfer any funds in excess of two hundred thousand dollars (\$200,000.00).

4. Other Provisions.

A. The Secretary warrants that, in undertaking and completing the responsibilities prescribed by Section 3(a)-(g) of this agreement, that any work product does not and will not

infringe upon, violate, or misappropriate any patent, copyright, trade secret, trademark, contract, or proprietary right of any third party.

B. The Secretary and the Commission agree and acknowledge that one of their mutual objectives is to facilitate adoption and utilization of See the Money and the Campaign Finance Reporting System by as many county, municipal and other jurisdictions as possible. The Commission and the Secretary will work together to achieve this objective, including agreeing to modify either See the Money or the Campaign Finance Reporting System as both parties may, by mutual agreement, deem necessary to maximize adoption and utilization by local jurisdictions.

C. The Commission and the Secretary may determine it is in their mutual best interests to charge fees to other jurisdictions for their use of See the Money or the Campaign Finance Reporting System. In the event the Commission and the Secretary determine such fees are appropriate the Secretary and the Commission agree to negotiate with one another in good faith as to how such fees shall be allocated among the parties, the uses of such fees and the reporting from one party to the other regarding sources and uses of fee revenue.

D. Every payment of obligation of the Commission under this Agreement is conditioned upon the availability of funds allocated for the payment of such obligation. If funds are not allocated and available for the continuance of this agreement, this Agreement may be terminated by the Commission or any other agency of State of Arizona at the end of the period for which funds are available. No liability shall accrue to the Commission nor any other agency of the State of Arizona in the event this provision is exercised, and neither the Commission nor any other agency of the State of Arizona shall be obligated or liable for any future payments or for any damages as a result of termination under this paragraph.

E. If the Secretary fails to receive an appropriation necessary for the performance of its obligations hereunder, this Agreement may be terminated at the end of the period for which such funds are available. No liability for failure to perform shall accrue in the event this provision is exercised, and the Secretary shall not be obligated or liable for any damages as a result of termination under this paragraph. Notwithstanding the foregoing, this provision does not release the Secretary for any prior or outstanding liability at the time of termination under this paragraph.

F. Pursuant to A.R.S. § 35-148(A), the Secretary of State shall make an accounting of expenditures prior to invoicing the Commission.

G. Pursuant to A.R.S. § 35-148, this interagency service agreement is for the advancement and/or payment from the Commission's resources to the Secretary of State for the provision of goods and services.

H. In the event either party shall deem the other to be in material breach of this Agreement they shall:

1. Provide the other with written notice of the claim.
2. The party receiving notice of the breach shall have ten business days to provide the other party with either a written response denying that a breach exists and/or a statement setting forth the efforts and schedule the party has or will undertake to remediate the matters that are the subject of the notice.

3. The party receiving either the written notice denying a breach exists and/or a remediation plan shall have ten business days to accept or reject in writing the proposal.

All notices shall be delivered at the addresses indicated below. Both the Commission and the Secretary agree that they will not pursue any other right or remedy for a breach of this Agreement until they have complied with this section.

I. Notices, correspondence, and reports from the Commission to the Secretary shall be sent to:

Arizona Department of State
Attention: Deputy Secretary of State
1700 W. Washington St., 7th Floor
Phoenix, Arizona 85007

Notices, correspondence, and reports from the Secretary to the Commission shall be sent to:

Arizona Citizens Clean Elections Commission
Attention: Executive Director
1616 W. Adams St., Suite 110
Phoenix, Arizona 85007

The Secretary and the Commission agree that generally they shall communicate with one another via electronic mail and that each party shall provide the other with a current list of key contacts and their email addresses.

J. The Secretary shall permit the Commission or any reporting party to access any function necessary to make reports requested or required by the Commission or its Executive Director, unless a required outage is mandated for the functionality of the system which all Parties will be made aware prior to the event whenever possible. Violation of this term is a material breach. The ~~obligation to perform under obligations of this subsection (J) shall continue regardless of notwithstanding any~~ claim of breach by either ~~the Secretary or the Commission until and unless a court of proper jurisdiction orders otherwise after appeals of right are exhausted.~~ party and shall remain in full force and effect until the Agreement is terminated.

K. Pursuant to A.R.S. §§ 35-214 and 35-215, both parties shall retain all data, books, and other records (“records”) relating to this Agreement for a period of five years after completion of the Agreement. All records shall be subject to the inspection and audit by the State of Arizona at reasonable times. Upon request, either party shall produce the original of any or all such records to the other.

L. The parties shall comply with Executive Order 2009-9 which mandates that all persons, regardless of race, color religion, sex, age, national origin, or political affiliation, shall have equal access to employment opportunities, and all other applicable state and Federal employment laws, rules, and regulations, including the Americans with Disabilities Act. The parties shall take affirmative action to ensure that applicants for employment and employees are not discriminated against due to race, creed, color, religion, sex, national origin, or disability.

M. This Agreement may be amended or modified at any time by mutual agreement. No agent, employee, or other representative of either party is empowered to alter any of the terms of

the Agreement, unless done in writing and signed by the authorized representative of the respective parties.

N. This Agreement contains all of the agreements of the parties with respect to the subject matter of the Agreement and no other agreements or oral representations from any party are binding.

O. The parties to this Agreement agree to resolve all disputes arising out of or relating to this Agreement through arbitration, after exhausting applicable administrative review, to the extent required by A.R.S. § 12-1518 except as may be required by other applicable statutes.

P. This Agreement shall be construed in accordance with the laws of the State of Arizona.

Q. This Agreement is subject to cancellation pursuant to A.R.S. § 38-511. In such event, Section 4(A) shall apply

R. In the event of any legal action related to or arising from this agreement, each party shall bear its own attorneys' fees and costs. In no event shall the either Party indemnify, reimburse, pay, or be liable for any kind of loss, nor indemnify, provide, pay, or be liable for any attorneys' fees or costs incurred in relation to this Agreement.

IN WITNESS WHEREOF, the parties have executed this Interagency Service Agreement under the Authority of A.R.S. § 35-148(A) as of the date first above written.

Citizens Clean Elections Commission

By:

Its:

Date:

Secretary of State of Arizona

By:

Its:

Date:

Exhibit One

Project Phase: Application Development – Release into Public Beta

Deliverable Date: October 2, 2017

Deliverable Amount: \$150,000

Deliverable Detail:

Design and Wire Frame

Proof of Concept

Coding/Programming of Core Business Requirement

Private Beta Testing

Project Phase: Go Live – General Availability

Deliverable Date: January 2, 2018

Deliverable Amount: \$50,000

Deliverable Detail:

Public Beta Testing

Updates and Debugging found in Beta Testing

Sign-off on Beta Testing, Alpha Testing, Release Testing

See the Money Website Available to the public

Comparison Details	
Title	compareDocs Comparison Results
Date & Time	4/25/2017 11:29:01 AM
Comparison Time	1.42 seconds
compareDocs version	v4.1.400.22

Sources	
Original Document	C:\Users\bwendt\Desktop\ISA 4-24 for sos .docx
Modified Document	C:\Users\bwendt\Desktop\SOS-ISA Draft 4-25-2019.docx

Comparison Statistics	
Insertions	5
Deletions	3
Changes	14
Moves	0
TOTAL CHANGES	22

Word Rendering Set Markup Options	
Name	Standard
<u>Insertions</u>	
Deletions	
<u>Moves</u> / Moves	
Inserted cells	
Deleted cells	
Merged cells	
Formatting	Color only.
Changed lines	Mark left border.
Comments color	By Author.
Balloons	False

compareDocs Settings Used	Category	Option Selected
Open Comparison Report after Saving	General	Always
Report Type	Word	Formatting
Character Level	Word	False
Include Headers / Footers	Word	True
Include Footnotes / Endnotes	Word	True
Include List Numbers	Word	True
Include Tables	Word	True
Include Field Codes	Word	True
Include Moves	Word	True
Show Track Changes Toolbar	Word	True
Show Reviewing Pane	Word	False
Update Automatic Links at Open	Word	False
Summary Report	Word	End
Include Change Detail Report	Word	End
Document View	Word	Print
Remove Personal Information	Word	False
Flatten Field Codes	Word	False