

OGDENSBURG CITY SCHOOL DISTRICT
OGDENSBURG, NEW YORK

SUBJECT: Resolution to Approve Memorandum of Agreement with St. Lawrence County Board of Elections

DATE: March 20, 2017

REASON FOR BOARD CONSIDERATION:

The Board of Education must accept or reject all contractual agreements.

FACTS AND ANALYSIS:

The Ogdensburg City School District is requesting St. Lawrence County Board of Elections assistance for the conduct of the District's Annual Meeting School Board Election and Budget Vote on May 16, 2017.

Pursuant to Section 3-224 of New York State Election Law, the Board of Elections may permit school districts within the county to use its voting machines and other equipment for the conduct of elections, upon such terms and conditions as shall be fixed by the Board of Elections and agreed to by both the Board and the School District; therefore the following is recommended:

RECOMMENDED ACTION:

Moved by _____ and supported by _____ that, having the recommendation of the Superintendent of Schools, the Board of Education of the Ogdensburg City School District does hereby approve the attached Memorandum of Agreement with the St. Lawrence County Board of Elections for the conduct of the district's Annual Meeting School Board Election and Budget Vote on May 16, 2017, as submitted this 20th day of March, 2017.

APPROVED FOR PRESENTATION TO THE BOARD:


Superintendent

TMV/alf
Attachment

ST. LAWRENCE COUNTY CONTRACT TRANSMITTAL FORM

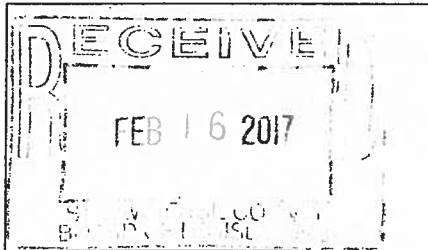
DEPARTMENT PROCESSING: *(County Department complete this section and forward to the Board Office)*

1. Department: Board of Elections 2. Contractor/Vendor: BOE
3. Grant Related: Yes ☐ No ☒ (circle)
4. Board of Legislators Authorization: Resolution No. 149-2015 Date: 5/4/2015
5. Contract Title (Description of goods or services to be provided) and program name in which services will be used:
Memorandum of Agreement Election Services Agreement with School Districts

DEPARTMENT TO INCLUDE A COPY OF THE CERTIFIED RESOLUTION

BOARD OF LEGISLATORS REVIEW: *(Deputy Clerk completes this section and forwards to County Attorney)*

1. Date Received (date stamp below): 2. Authorization – Attached Copy of Resolution confirmed: ll

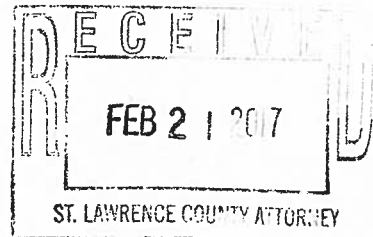


COUNTY ATTORNEY REVIEW: *(County Attorney completes this section and forward to Board Office or to Dept.)*

1. Date Received: 2-21-17

Approved: SDB Returned to Department for changes/additions*: _____ Date: _____

Comments:



*If returned to Department, Date returned to County Attorney for 2nd Review and Approval: _____

Approved: _____ Returned to Department for changes/additions*: _____ Date: _____

CHAIR'S SIGNATURE: *(Deputy Clerk complete this section)*

1. Date received: _____ 2. Date signed by Chair: _____ 3. Date Returned: _____

PLEASE NOTE: A complete copy of the Signed Contract, fully executed by both the Chair and the Contractor/Vendor, is to be filed and available for review in the Board Office.

May 4, 2015

Finance Committee: 4-27-2015

RESOLUTION NO. 149-2015

RESOLUTION SUPPORTING THE BOARD OF ELECTIONS ENTERING INTO AGREEMENTS WITH SCHOOLS, MUNICIPALITIES, ORGANIZATIONS AND ASSOCIATIONS WITHIN ST. LAWRENCE COUNTY

By Mr. Hooper, Chair, Finance Committee

WHEREAS, New York State Election Law Section 3-224 specifically authorizes the County Boards of Elections to grant various groups permission to use election machines, equipment and materials and to fix such terms regarding the use of such machines, equipment and materials, and

WHEREAS, New York State Election Law charges the County Boards of Elections with the responsibility for aiding various groups such as municipalities, libraries, fire districts and schools for binding elections when called upon, and

WHEREAS, the County Board of Elections works cooperatively with officially recognized entities and organizations such as municipalities, school districts, fire districts, and other groups within St. Lawrence County to contract for the usage of equipment, materials, and election machines as specified in New York State Election Laws, and

WHEREAS, the primary mission of the Board of Elections is to protect the public interest by maintaining open, accountable, and accurate elections,

NOW, THEREFORE, BE IT RESOLVED that the Board of Legislators supports the Board of Elections efforts to work cooperatively with officially recognized entities and organizations such as municipalities, school districts, fire districts, and other groups within St. Lawrence County to contract for the usage of equipment, materials, and election machines as specified in New York State Election Laws, and

BE IT FURTHER RESOLVED that Board of Elections, by and through the signatures of the duly appointed County Board of Elections Commissioners, is hereby authorized to execute contracts on behalf of St. Lawrence County with officially recognized entities and organizations such as municipalities, school districts, fire districts, and other groups within St. Lawrence County as identified in the New York State Elections Law for the purpose of contracting for the usage of equipment, materials, and election machines as specified in New York State Election Laws, upon approval of the County Attorney.

STATE OF NEW YORK)
) ss:
COUNTY OF ST. LAWRENCE)

I, Kelly S. Pearson, Deputy Clerk of the St. Lawrence County Board of Legislators, DO HEREBY CERTIFY that I have compared this Resolution No. 149-2015 entitled "Resolution Supporting the Board of Elections Entering into Agreements with Schools, Municipalities, Organizations and Associations within St. Lawrence County", Adopted May 4, 2015, with the original record in this office and that the same is a correct transcript thereof and of the whole of said original record.

Kelly S. Pearson
Kelly S. Pearson, Deputy Clerk
St. Lawrence County Board of Legislators
May 4, 2015

**St. Lawrence County
BOARD OF ELECTIONS**

Human Services Building
80 State Highway 310
Canton, New York 13617-1169
Telephone: 315-379-2202 Fax: 315-386-2737

Thomas A. Nichols

Republican Commissioner

Thomas O. Hardiman

Deputy Commissioner

Jennie H. Bacon

Democratic Commissioner

Seth D. Belt

Deputy Commissioner



MEMORANDUM OF AGREEMENT

**ELECTION SERVICES AGREEMENT BETWEEN ST. LAWRENCE COUNTY BOARD
OF ELECTIONS AND OGDENSBURG CITY SCHOOL DISTRICT BOARD OF
EDUCATION CONCERNING OGDENSBURG CITY SCHOOL DISTRICT VOTE AND
ELECTION TO BE HELD ON MAY 16, 2017**

THIS MEMORANDUM OF AGREEMENT, is entered into between the St. Lawrence County Board of Elections, with offices at 80 State Highway 310, Canton, NY 13617 (hereinafter referred to as the "Board of Elections") and the Ogdensburg City School District Board of Education, with offices at 1100 State Street, Ogdensburg, NY 13669 (hereinafter referred to as the "School Board").

WHEREAS, the School Board is holding an election on May 16, 2017, and is seeking the assistance of the Board of Elections, in providing election services consisting of the provision and usage of voting machines, all equipment and supplies necessary to conduct voting operations; as well as training and assistance concerning voting operations;

WHEREAS, pursuant to Section 3-224 of the New York State Election Law, the Board of Elections may permit school districts within the county to use its voting machines and other equipment, for the conduct of elections, upon such terms and conditions as shall be fixed by the Board of Elections and agreed to by both the Board and the School District; and

WHEREAS, pursuant to Education Law §2035(1), the School Board is authorized, if the County Board of Elections shall consent thereto, to use voting machines belonging to the County Board of Elections.

NOW THEREFORE, the parties named above hereby enter into this Agreement applicable to the **Ogdensburg City School District Election being held May 16, 2017, and any subsequent revote(s) related thereto** (hereinafter referred to as the "Election"):

I. BOARD OF ELECTIONS

1. The Board of Elections shall

- a. Provide and deliver optical scan voting machines and privacy booths to the School Board in a number deemed adequate upon mutual agreement between the parties and in writing should the Board of Elections deem it necessary.
- b. Provide a list of trained Board of Elections poll workers to the School Board.
- c. Subject to the School Board's review and approval, define the ballot in terms of format and language. Said ballot will be provided in a PDF form for the School Board's review and approval.
- d. Program all voting machines after receiving PDF approval from the School Board for the definition of said ballot.
- e. Provide mutually agreed upon services, to be determined subsequent to the execution of this memorandum and memorialized in an attached addendum, of Board of Election staff for the creation of the ballot definition and corresponding PDFs for delivery to the school district's selected printer; conduct pre-election testing of the voting machines; deliver voting machines to a destination to be provided by the School Board; and, to provide any other equipment or supplies and provide technical assistance as needed and mutually agreed upon by the parties in writing. The Board of Elections will not be conducting a post-election audit unless authorized or directed to do so in accordance with the provisions of the Education Law.

- f. Board of Elections staff shall respond in a reasonable manner to the designated poll site should a scanner situation arise wherein the School Board Inspectors are unable to resolve.

II. SCHOOL BOARD

1. The School Board and/or its representative shall

- a. Provide the Board of Elections with the ballot layout and content that is to be included in the proposed ballot that is the subject of this memorandum as soon as available.
- b. Assist the Board of Elections in determining the number of machines needed for the election that is the subject of this memorandum on or before March 15th, 2017.
- c. Provide the Board of Elections with written notice of the School Board's review and approval of the ballot definition PDF, via signed copies of the aforementioned PDF identified in paragraphs 1(c) and 1(d) of this agreement as soon as available.
- d. Forward an approved ballot definition in PDF format, as aforementioned in the preceding paragraph of this agreement to a printer as identified by the School Board, its officers, agents, employees or assigns for the purpose of test ballot printing and ballot printing. The School Board shall be responsible for all costs associated with the activities identified in this section or in furtherance of the responsibilities outlined in this paragraph.
- e. Pay for services of the employees of the Board of Election, subject to the availability of staff, at a flat rate of Three hundred dollars and no cents (\$300.00) per election. The School Board shall pay for said services in full upon receipt of an invoice from the Board of Elections detailing the costs for services in the agreement.

- g. Pay for the transportation of voting machines to and from the Board of Elections designated machine storage location to the school district poll sites and from school district poll sites to other school district poll sites should the need arise, upon receipt of invoice from Board of Elections detailing the costs for said fuel.
- h. Pay for the Board of Elections time for Programming, and testing the voting machine at a rate of One hundred dollars and no cents (\$100.00) per machine, this cost is separate from those mentioned in section II, paragraph 1(e).
- i. Pay for supplies provided by the Board of Elections office such as machine seals, ballot marking pens and instructions for election inspectors at a rate of \$25 per machine, this cost is separate from those mentioned in section II, paragraphs 1(e) and (i).

III. GENERAL

1. The School Board shall be responsible for the care and custody of the Board of Elections voting machines, other Board of Elections equipment and supplies, or other property owned by the Board of Elections while said property is under the dominion and control of the School Board, the Ogdensburg School District, its officers, agents, employees or assigns; and as such the School Board, the Ogdensburg School District, its officers, agents, employees or assigns shall take all steps necessary to ensure the security of Board of Elections voting machines, other Board of Elections equipment and supplies, or other property owned by the Board of Elections to be used in their election, and further, agrees to pay for (or reimburse) for any repair or replacement costs incurred as a result of damage to the voting machines, other equipment and/or supplies while in possession thereof.
2. The School Board shall hold and save Board of Elections, its officers, agents and employees harmless from liability of any nature or kind, including costs, expenses, and attorney fees

for, on account of any suits or damages sustained by any persons or property resulting in whole or in part from the negligent act or omission of the Board of Elections or any employee, agent or representative of St. Lawrence County to include but not limited to any voting machine and/or equipment failure during the Election; nor shall it be liable for any costs incurred by the School Board or Ogdensburg Central School District as a result of such failures.

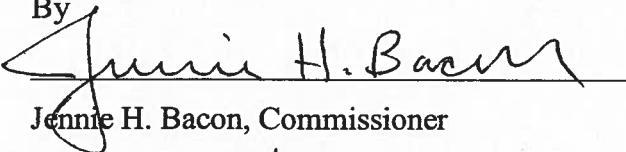
3. The School Board acknowledges that with respect to all aspects of the Election as identified in this agreement, all School Board Election Inspectors shall be the agents and/or employees of the School Board; and NOT the Board of Elections or St. Lawrence County. School district assigned poll workers, shall be solely responsible for the operation of the voting machines and any resulting liability incurred as a result thereof.
4. Termination for Convenience: Board of Elections may terminate this agreement if in its sole judgment it is in the best interest of St. Lawrence County to do so. Board of Elections will give a ten (10) day advance notice in writing to the School Board of the effective date of such termination. The Board of Elections shall be entitled to receive just and equitable compensation for any services satisfactorily performed hereunder through the date of termination.
5. The School Board shall provide proof that it is carrying general liability insurance with coverage of at least \$1,000,000 per occurrence, \$1,000,000 general, and \$1,000,000 products/complete; and shall name the St. Lawrence County Board of Elections and St. Lawrence County as additional insured on the said policies, and provide proof thereof.
5. To the extent time limits are not already provided for in this Memorandum, the School Board shall comply with all of its pre-Election obligations in no less than 15 days of the Election or any subsequent revote; and further acknowledges that no changes shall be permissible beyond that date.

6. This Memorandum shall be subject to the approval of the Ogdensburg Central School District Board of Education as well as the St. Lawrence County Board of Elections.

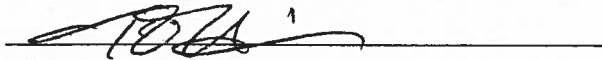
IN WITNESS WHEREOF, the undersigned parties hereto have executed this Memorandum on the date(s) set forth below.

ST. LAWRENCE COUNTY BOARD OF ELECTIONS

By


Jennie H. Bacon, Commissioner

Dated: 2/15/17


Thomas A. Nichols, Commissioner

Dated: 2/15/17

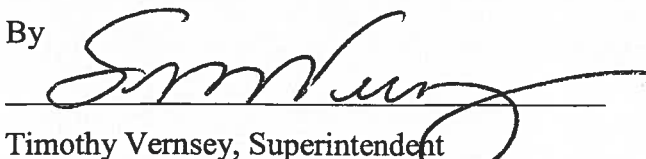
ST. LAWRENCE COUNTY ATTORNEY APPROVED BY FORM

By


Stephen Button, County Attorney

OGDENSBURG CITY SCHOOL DISTRICT BOARD OF EDUCATION

By


Timothy Vernsey, Superintendent

Dated: 3/6/2017