

**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

Jesse M. Sovie

Deputy Commissioner

Jennie H. Bacon

Democratic Commissioner

Gordon I. Ward

Deputy Commissioner



MEMORANDUM OF AGREEMENT

ELECTION SERVICES AGREEMENT BETWEEN ST. LAWRENCE COUNTY BOARD OF ELECTIONS AND OGDENSBURG CENTRAL SCHOOL DISTRICT BOARD OF EDUCATION CONCERNING OGDENSBURG CITY SCHOOL DISTRICT VOTE AND ELECTION TO BE HELD ON MAY 16, 2023

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, 2023, 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, 2023, 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.
- a. Provide a list of trained Board of Elections poll workers to the School Board.
- b. 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.
- c. Program all voting machines after receiving PDF approval from the School Board for the definition of said ballot.
- d. 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.

- e. 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 17, 2023.
- 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.

- f. 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.
- g. 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).
- h. 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 City 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 City 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: _____

Thomas A. Nichols, Commissioner

Dated: _____

ST. LAWRENCE COUNTY ATTORNEY APPROVED BY FORM

By

Stephen Button, County Attorney

OGDENSBURG CITY SCHOOL DISTRICT BOARD OF EDUCATION

By

Kevin Kendall, Superintendent

Dated: _____