

BOARD OF ELECTIONS

FRANKLIN COUNTY



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MEMORANDUM OF AGREEMENT

ELECTION SERVICES AGREEMENT BETWEEN FRANKLIN COUNTY BOARD OF ELECTIONS AND SALMON RIVER CENTRAL SCHOOL DISTRICT BOARD OF EDUCATION CONCERNING CENTRAL SCHOOL DISTRICT VOTE AND ELECTION TO BE HELD ON MAY 19, 2015

THIS MEMORANDUM OF AGREEMENT, is entered into between the Franklin County Board of Elections, with offices at 355 West Main St., Malone, NY 12953 (hereinafter referred to as the “Board of Elections”) and the Salmon River Central School District Board of Education, with offices at 637 County Route 1, Ft. Covington, NY 12937 (hereinafter referred to as the “School Board”).

WHEREAS, the School Board is holding an election on May 19, 2015, 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 **Salmon River Central School District Election being held May 19, 2015, 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.
- b. Provide a list of trained Board of Elections poll workers to the School Board.
- c. Provide training to any duly appointed election inspectors and other personnel as requested by the School Board as to the operation of the voting machines prior to the vote and election to be held on May 19, 2015, providing advance notice for scheduling.
- d. 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.
- e. Program all voting machines after receiving PDF approval for the definition of said ballot for which there will be no charge.
- f. Provide the services of Board of Election staff that shall create ballot definition and corresponding PDFs for delivery to the school district's selected printer, conduct pre-election testing of the voting machines, deliver the voting machines and, any other equipment, supplies, and provide technical assistance as needed. 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.
- g. Said Board of Elections staff shall respond immediately to Salmon River 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 by April 21, 2015.
 - b. Work with the Board of Elections to determine the number of machines needed for the election by April 21, 2015.
 - c. Provide the Board of Elections of its review and approval of the ballot definition PDF, via signed copies of said PDF no later than April 24, 2015.
 - d. Forward said approved ballot definition in PDF format to the printer as identified by the school district for the purpose of test ballot printing and ballot printing. The School Board shall be responsible for all printing costs.
 - e. Pay for services of the aforementioned Board of Election after-hours availability of technical staff, at the rate of \$28.25 per hour, per person during the hours 4-9 pm. The School Board shall pay for said services in full upon receipt of an invoice from the Board of Elections detailing the costs for said technical services.

f. Pay for fuel used in the transportation of voting machines to and from school district poll sites, be paid in full upon receipt of invoice from Board of Elections detailing the costs for said fuel.

III. GENERAL

1. The School Board shall be responsible and liable for the care and custody of the voting machines, other equipment and supplies, while they are in its possession; and as such the School Board shall take all steps necessary to ensure the security of voting equipment to be used in their election in the same manner as they do voting systems delivered to schools used as poll sites in municipal elections, 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 having possession thereof.
2. The Board of Elections and/or Franklin County shall NOT be liable for any voting machine and/or equipment failure during the Election; nor shall it be liable for any costs incurred by the School Board or Salmon River School District as a result of such failures.
3. It is acknowledged that regarding all aspects of the Election, the aforementioned School Board Inspectors shall be the agents and/or employees of the School Board; and NOT the Board of Elections or Franklin 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. 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 Franklin County Board of Elections and Franklin 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 within 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 Salmon River Central School District Board of Education as well as the Franklin County Board of Elections.

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

FRANKLIN COUNTY BOARD OF ELECTIONS

By

Kelly A. Cox, Commissioner

Dated: _____

Tracy Sparks, Commissioner

Dated: _____

FRANKLIN COUNTY MANAGER

By

Donna Kissane, County Manager

Dated: _____

FRANKLIN COUNTY ATTORNEY APPROVED BY FORM

By

Jonathan J. Miller

SALMON RIVER CENTRAL SCHOOL DISTRICT BOARD OF EDUCATION

By

Jane Collins, Superintendent

Dated: _____