

ADMINISTRATION & OVERSIGHT COMMITTEE
Meeting Agenda – Thursday, May 30, 2013 – 8:30 a.m.
Supervisors Large Conference Room

Agenda:

8:30 a.m. Call Meeting to Order

Approval of Minutes:

- **May 2, 2013**

8:35 a.m. Board of Elections – Discussion on the following resolution:

- 1. Authorizing the Chairman to Enter Into an Agreement With Phoenix Graphics, Inc. to Purchase Optical Scan Ballots.**

8:45 a.m. Discussion – Final Review of Board Rules

Any other business

Next Meeting

Adjourn

ADMINISTRATION AND OVERSIGHT
Committee Meeting Minutes
May 2, 2013

DRAFT

PRESENT: Priscilla Suits, Chairwoman
John Reinhardt
Jim Rafte

ABSENT: Scott Henderson
Russ Cary

Meeting was called to order by Chairwoman Suits at 8:45AM.

MINUTES

Minutes for the April 9, 2013 meeting were approved as written.

Motion – Reinhardt

2nd – Rafte

carried

DISCUSSION

- Review of Board Rules with County Attorney, John Campanie.

NEXT MEETING

The next meeting of the Administration and Oversight Committee will be on May 30th, 2013 at 8:30AM (Final Review of Rules).

There being no further business to discuss, motion was made to adjourn at 9:40AM by Jim Rafte, seconded by John Reinhardt and carried.

Respectfully submitted by Chris Lawrence for:

Priscilla Suits, Chairwoman
Administration and Oversight Committee

RESOLUTION NO. 1

**AUTHORIZING THE CHAIRMAN TO ENTER INTO
AN AGREEMENT WITH PHOENIX GRAPHICS, INC. TO PURCHASE
OPTICAL SCAN BALLOTS**

WHEREAS, the Madison County Board of Elections will continually require optical scan ballots for the Dominion ImageCast voting system for each and every election run by the Madison County Board of Elections; and

WHEREAS, Phoenix Graphics, Inc. is a certified election ballot provider in New York State for Dominion Voting; and

WHEREAS, Phoenix Graphics, Inc. will provide ballots at a reduced cost provided that Madison County Board of Elections commit to a one year contract with three one year renewal options commencing with the 2013 election year.

NOW, THEREFORE, BE IT RESOLVED, that the Chairman of the Madison County Board of Supervisors is hereby authorized to enter into the agreement with Phoenix Graphics, Inc. in the form as is on file with the Clerk of the Madison County Board of Supervisors.

Dated: June 11, 2013

Priscilla Suits, Chairwoman
Administration and Oversight Committee

AGREEMENT BETWEEN
THE COUNTY OF Madison
AND
PHOENIX GRAPHICS, INC.

This AGREEMENT, by and between the County of Madison, a municipal corporation with the principal office located at County Office Building, 138 North Court Street, PO Box 666, Wampsville, New York, 13163 (hereinafter called the "COUNTY") and Phoenix Graphics, Inc., 1525 Emerson Street, Rochester, New York 14606 (hereinafter called the "Contractor")

WITNESSETH:

WHEREAS, the county, on behalf of the Madison County Board of Elections, has entered into agreement with Phoenix Graphics, Inc. for the purchase of Optical scan ballot printing and all attached production related "Value Added" service are included with the ballot production.

NOW, THEREFORE, for good and valuable consideration and in consideration of the term and conditions of this AGREEMENT, The parties hereto do mutually covenant and agree as follows:

ARTICLE I. SCOPE OF SERVICES TO BE PERFORMED

Pursuant to the terms of the agreement, the CONTRACTOR shall provide to the COUNTY the required printing materials and all related services, specifically the Optical Scan Ballots used by the Dominion Voting System. All materials provided by the CONTRACTOR shall be in strict accordance with the requirements of New York State Election Law, and rules and regulations of electronic counting as well as Dominion Voting Systems scanner requirements, so as to preclude any objections by any party or individual that the election was not conducted in a manner other than as prescribed by law. All security, serializing of booklets, numbering, political subdivisions and specific election information are included with ballot production. All materials shall be delivered to the Madison County Board of Elections, County Office Building, 138 North Court Street, PO Box 666, Wampsville, New York, 13163, in a timely manner so as to insure compliance with mandatory statutory deadlines.

ARTICLE II. FEES

Pursuant to the terms of this AGREEMENT, the COUNTY agrees to pay, and the CONTRACTOR agrees to accept payment as full compensation for services rendered under this AGREEMENT. Payment shall be made subsequent to THE election and shall be consistent with CONTRACTOR'S pricing as follows:

The per ballot cost to the COUNTY for 14" & 17" ballots shall be \$.48 and the cost per 22" ballots shall be \$.54. The parties herein expressly agree that the amount of ballots to be ordered will vary from election to election depending on many COUNTY factors. In the event the price per ballot decreases, during the term of this contract, below the above-listed prices, then Phoenix Graphics, Inc. shall charge the County the lower price.

All Elections materials shall be satisfactory and in accordance with New York State Election Law requirements.

Payment shall be made upon the CONTRACTOR'S submission of and invoice matching the ballot amounts ordered by the COUNTY. In no event shall compensation be paid by the COUNTY to the CONTRACTOR in an amount which exceeds the Fees set forth above.

Upon acceptance of the CONTRACTOR'S invoice for services rendered, and upon full execution of this agreement, the invoice shall be forwarded to Madison County accounts payable, and payment shall be rendered, in a timely manner.

ARTICLE III. TERM OF AGREEMENT

Services provided under this Agreement shall commence in a timely manner so as to meet statutory deadlines of the New York State Election Law, and shall the terms of this agreement shall remain in full force and effect until the completion of services to be provided under this agreement. The length of term of this agreement between COUNTY and CONTRACTOR will be a 1 year Contract from May 1, 2013-April 30, 2014, with 3 one year renewal options.

IN WITNESS WHEREOF, the PARTIES hereto have caused this AGREEMENT to be executed on the date and the year opposite their respective names.

COUNTY of Madison

By: _____, Title: _____

Date: _____

Phoenix Graphics, Inc.

By: _____, Title: _____

Date: _____

NOTE:

**Each Year Projected additional material ordered by COUNTY included in Contract pricing at no additional charge to the County.
(Below pricing is for reference only & will not be charged to the COUNTY).**

1,600-3,200-Acknowledgement Cards
1,500-2,100-Transfer Notices
500-600-Confirmation
50-500-Affidavit Envelopes
60-150-Each set of 3 Military Envelopes
1,000-3,000-Each of 3 Regular Absentee Envelopes
100-Each set of 3 Special Fed Envelopes
10-Each of 3 Special Pres Envelopes
200-Ballot Pamphlet proposals

The above Each Year Amount of Projected material to be included in contract.