

USER AGREEMENT

THIS AGREEMENT made as of the dates listed below, by and between the COUNTY OF CORTLAND, a municipal corporation, having its office and principal place of business located at 112 River St, Cortland, New York, hereinafter referred to as COUNTY, and _____, New York, hereafter referred to as USER.

WITNESSETH:

WHEREAS, the County and the USER wish to enter into an agreement whereby the COUNTY shall permit the USER to use the ImageCast voting system owned by Cortland County for the USER'S election, and the USER shall pay the COUNTY for programming, delivery and support, under the terms and conditions described herein;

NOW, THEREFORE, in consideration of the mutual promises, terms and obligations hereinafter made, as well as other good and valuable consideration, the COUNTY and the USER mutually agree and obligate themselves as follows:

1. Purpose. To enter into a written contract setting forth the terms and obligations of each of the parties under which the COUNTY will provide ImageCast machine and voting equipment to the USER, and the USER agrees to pay for such service and materials necessary to conduct USER's election as described in Exhibit A.

The USER shall be responsible for returning to the COUNTY the ImageCast machine and all equipment in the same condition as they were in when provided to the USER by the COUNTY. The USER shall be responsible for any and all damages to the ImageCast machine, the ballot marking booth, privacy screen, signs and election materials while in the custody of the USER, regardless of cause, intent or foreseeability, including any and all damages caused or alleged to be caused by any third party.

HOLD HARMLESS: To the fullest extent permitted by law, the Contractor shall defend, indemnify and hold harmless the County of Cortland, its representatives, agents, servants, employees, officers, departments and authorities, from and against all claims, injuries, demands, judgements, settlements, damages, losses, liabilities, costs and expenses of any kind or nature, including but not limited to litigation costs and attorney's fees, whether arising in law or in equity, all without any limitation whatsoever, arising out of or resulting from the Contractor's performance of the work and/or duties and/or the transactions contemplated by this agreement and which are caused, in whole or in part, by or because of any negligent, culpable and/or wrongful act or omission of the Contractor, directly or indirectly, and/or by the Contractor's agents, servants, employees, subcontractors and/or any person or entity employed by Contractor or for whose conduct or action the Contractor may be found or held liable, directly or indirectly.

It is the intention of the parties that the right and entitlement to a defense; the right and entitlement to be held harmless; and the right and entitlement to indemnification shall be as broad as permitted under applicable law. Further, the Contractor agrees to indemnify the County in like regard in an action upon the contract between the parties and claims between the parties, including counsel fees and litigation costs and expenses. The terms of the agreement shall not be construed to negate, abridge or otherwise reduce any other right or obligation of contribution of indemnity which would otherwise exist as to any party or person subject to this agreement. This agreement and paragraph shall be liberally construed so as to afford the County the fullest possible protection and indemnity. In the event that Contractor shall fail or refuse to defend, hold harmless and/or indemnify the County against any such claim, loss, damage, judgment, settlement or action, Contractor shall be liable to the County for all expense, expenditure and cost incurred or to be incurred by the County in defending, resolving and/or satisfying any such claim, loss, damage, judgment, settlement or action, together with all cost and expense of the County, including all attorney's fees, incurred in the County pursuing claim or suit or action against or recovering fees costs and expense from Contractor.

2. GOODS AND/OR SERVICES TO BE PERFORMED. The COUNTY shall provide to the USER, certain goods and/or services, the same to be in accordance with the terms and conditions of Exhibit "A", attached hereto and made a part hereof.

3. TERM. The voting machines and other services are to be provided for the USER'S election to take place to _____.

4. PRICE. Exhibit A as follows:

Exhibit A

TERMS OF USE AND PRICE

As mutually agreed the County shall provide the creation of the ballot, programming and testing of the ImageCast and will submit to the USER the ballot proofs for approval. The County will provide one (1) voting machine, ballot marking booths as needed, ten (10) privacy sleeves and pens and miscellaneous other materials such as signage and ballot marking instructions to conduct the USERS Election, at a cost of \$580.00 per polling location. Each additional machine will be provided at a cost of \$100.00, at the same polling location. If an additional polling location is used, a fee of \$240.00 will be added.

The election equipment and materials will be delivered and picked up by the Board of Elections staff, at a cost. The USER will be required to meet the Board of Elections at the time of delivery and to keep the ImageCast and supplies in a secure location. The USER will again meet the Board of Election staff to return the ImageCast and supplies.

The USER will be responsible for the purchase of the ballots. The ballot order will include ballots for testing which will be delivered to the Board of Elections for pre-election machine testing. Following the Election all the Election Day ballots and the Opening/Closing receipt tapes will be retained by the USER.

Only Inspectors certified by the Board of Elections will be employed to operate the Voting Machine. The USER will be responsible for paying the Election Inspectors. The County Inspector pay rate of \$10.00 per hour.

Number of ImageCast machines contracted for said Election _____

Number and location of pollsites _____

CORTLAND COUNTY BOARD OF ELECTIONS

We are sending you a break-down of the costs involved in supplying ImageCast machines and election equipment to district elections that we do not run. The charges will reflect actual cost*. You will also need to budget for paying the election inspectors and purchasing ballots at \$.57 each if you use our printer.

| | |
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| Ballot creation in EMS: 4 hrs @ \$20/hr. | \$160 (for 2 people) |
| Programming and Testing: 1/hr. machine | \$40 (for 2 people) |
| Packaging, delivery and return: | \$200 for rental truck |
| Technical assistance-Election Day | \$180 |

Ballot creation in EMS:

Our technicians will create the ballot format in the Election Management System (EMS). A ballot proof will be emailed to you ASAP. Once the proof is finalized we will send you the ballot pdfs for absentee ballots, Election Day ballots and sample ballots.

Programming and Testing:

The technicians will program and run a test deck through each of the ImageCast machines. The week before the election you will be invited to our office to test the machines yourself and witness the closing, zeroing and sealing of the machines and ballots.

Packaging, Delivery, and Return:

The price includes paying the technicians/machine custodians for delivery/return and gas. A rental truck is required and estimated to cost \$100/day and will take two days for delivery and pick-up.

Technical Assistance:

Our machine technicians will be on-call for any machine issues on Election Day from set-up, through the voting hours and closing the polls.

* We will only charge for the actual cost accrued in programming and lending the voting equipment. If the total cost is less than this estimate, the bill will reflect the lower price.

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School District Election Inspectors:

We are excited to have our voting equipment used in a school district election. We do like to see conformity in elections and this is a great start. Here are some of the closing procedures for the school elections.

- All ballots (used, unused, affidavit, and absentee) will be retained by the school district. The canvass of the results will be handled according to school voting procedures.
- The election supplies will be repacked for return to the board of elections. (You will notice many of our county election supplies are not included for the school elections.)
- The machine shutdown will be easier. You **will not** remove the pollworker cf card. Close polls, power down the ImageCast, empty the ballot box, repack and seal the machines

We are including the School Election Pollsite Shutdown procedures for your review. Please let us know if you have any questions or concerns.

The Cortland County Board of Elections will have a technicians on call during the election and will be responsible for any machine issues. If you have any questions, concerns or problems with the voting equipment call our office at 753-5032 between 8 am and 4 pm.

After 4 pm call the machine technicians directly

- Jerry Mahar
- Richard Elmer, Sr.

For all other Election Day issues you can contact

- _____, School District Office

Have a great Election Day!

Cortland County Board of Elections