

**ELECTRONIC POLLBOOK MEMORANDUM OF UNDERSTANDING
BETWEEN THE OHIO SECRETARY OF STATE,
THE SUMMIT BOARD OF ELECTIONS, AND
THE _____ COUNTY COMMISSIONERS**

Purpose

1. This Memorandum of Understanding (“MOU”) between the Ohio Secretary of State (“SOS”), the Summit County Board of Elections (“Board”), and the _____ Commissioners (“County”) is to document the roles and responsibilities of each party in complying with the requirements set forth in Section 610.30 of House Bill (“H.B.”) 33 of the 135th General Assembly, the State Operating Budget, which amends Section 285.12 of H.B. 45 of the 134th General Assembly.
2. Specifically, it is the goal of the SOS, the Board, and the County to document in this MOU their mutual understandings concerning the use of the funding provided by Section 610.30 of H.B. 33, the State Operating Budget, and appropriation item 050638, Electronic Pollbooks, for State Fiscal Year 2024 in assisting the Board to acquire electronic pollbooks after July 4, 2023.

Legal Authority

1. This MOU is being entered into in accordance with Section 610.30 of H.B. 33 of the 135th G.A., the State Operating Budget, for the acquisition of electronic pollbooks and other necessary equipment.
2. Section 610.30 of H.B. 33, in relevant part, states:

“The board shall enter into a memorandum of understanding with the county commissioners and the Secretary of State ... concerning [the acquisition of the selected electronic pollbooks and any other necessary equipment]. The Secretary of State shall reimburse the board of elections for the lesser amount of either eighty-five per cent of the cost of those acquisitions, or the amount of the allocation as determined by the Secretary of State under this section.”

Definitions

1. “Electronic pollbook” means “an electronic list of registered voters for a particular precinct or polling location that may be transported to a polling location”¹ that is certified for use in Ohio pursuant to Ohio Revised Code (“R.C.”) 3506.05.
2. “Any other necessary equipment” means any software, hardware, peripheral, license agreement, service or maintenance agreement or integration with the Board’s voter

¹ R.C. 3506.05(A)(1).

registration system that is essential for the implementation, fully functional operation, and legal use of the electronic pollbooks.

Terms of Agreement

The Board will select a certified electronic pollbook and any other necessary equipment from the list of certified electronic pollbooks and equipment and their corresponding price provided to the Board from the Department of Administrative Services (“DAS”) state term contract for electronic pollbooks (State Contract Numbers ACQ1048, ACQ1048-1, ACQ1048-2, and/or ACQ1048-3). Pursuant to R.C.125.04, the Board must be an active member of the DAS Cooperative Purchasing Program in order to make a purchase referencing the DAS state term contract. To locate the state term contract and price lists, go to:

https://ohiobuys.ohio.gov/page.aspx/en/ctr/contract_browse_public and search by state contract number “ACQ1048” or the Keywords “electronic pollbooks.”

More information on membership, or to determine if your county is currently a member, can be found here: <https://procure.ohio.gov/state-and-local-agencies/resources/cooperative-purchasing>

1. The County will be responsible for selecting the equipment and paying the total invoice cost of the electronic pollbooks and any other necessary equipment to the vendor. The Board will notify the SOS in writing of its selection and of the exact quantity of electronic pollbooks and equipment the Board will purchase.
2. The SOS will provide the County with funding to reimburse 85 percent of the total acquisition cost for electronic pollbooks and any other necessary equipment selected by the Board, up to the amount of the Board’s allocation of the funding. Any unexpended, unencumbered portion of the Board’s allocation at the end of State Fiscal Year 2024 will not be available for the Board to procure certified electronic pollbooks and any other necessary equipment in State Fiscal Year 2025, unless otherwise extended.
3. For electronic pollbook acquisitions made against the DAS state term contract, the notification to the SOS shall consist of a copy of this MOU signed by the Board and appropriate county designees, a copy of the invoice and purchase order, and if available, proof of payment for the purchase or lease of electronic pollbooks and any other necessary equipment. Any request for reimbursement must be received by the SOS no later than May 1, 2024, unless otherwise extended.
4. The Board will maintain accurate records of all expenses incurred related to the funds provided under this MOU for a minimum of five years. If those records are relevant to litigation, claims, audits, negotiations, or other proceedings initiated prior to the end of that five-year period, the Board must retain the records until the final disposition of those proceedings or until the end of the five-year period, whichever is later.

General Provisions

1. If there is a change in the law necessitating a change in this MOU, the SOS shall immediately notify the Board and the County, and all parties shall re-evaluate the MOU to ensure its compliance with the law.
2. This MOU is effective upon signature of all parties and shall remain in effect as required by state law.
3. This MOU is subject to R.C. 126.07.
4. This MOU may be modified or amended provided that any such modification or amendment is in writing and is signed by all of the parties to this MOU. Said amendment shall be effective upon the execution by all of the parties.
5. If any provision of this MOU should be found illegal, invalid, or otherwise void, it shall be considered severable. The remaining provisions shall not be impaired, and the MOU shall be interpreted, to the extent possible, to give effect to the parties' intent.
6. This MOU is entered into through the actions of the Board of Elections pursuant to a motion of the Board of Elections approving this MOU and authorizing and directing the signator to execute this agreement on behalf of the Board (the minutes reflecting the motion or other record of the motion is attached as Exhibit 1) and the Board of County Commissioners pursuant to Resolution of the Board approving this MOU and authorizing and directing the signator to execute this agreement on behalf of Board (the Resolution to be attached as Exhibit 2).

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Persons to be Contacted for Further Information or Assistance

For State Term Contract Concerns

Dennis Kapenga
4200 Surface Road
Columbus, Ohio 43228
Phone: 614-466-7911
Email: Dennis.Kapenga@das.ohio.gov

For Reimbursement Requests

Leslie Piatt
22 North 4th Street, 17th Floor
Columbus, Ohio 43215
Phone: 614-995-2041
Email: LPiatt@OhioSOS.gov

County Board of Elections Contact

Contact Name: Lance Reed
Address: 470 Grant Street
City, Ohio Zip: Akron, OH 44311
Phone: 330-643-5301
Email: lreed@summitcountyboe.gov

County Commissioners Contact

Contact Name:
Address:
City, Ohio Zip
Phone:
Email:

The Ohio Secretary of State, the Board of Elections, and the County Commissioners indicate their agreement with the above provisions and further agree that the interest of each is in compliance with Section 610.30 of House Bill 33, the State Operating Budget, by signing below a copy of this Memorandum of Understanding.

SOS Designee Signature

Date

Board of Elections' Designee Signature

Date

County Commissioners' Designee Signature

Date