

MEMORANDUM OF UNDERSTANDING  
BETWEEN  
THE OHIO DEPARTMENT OF ADMINISTRATIVE SERVICES,  
THE SUMMIT COUNTY BOARD OF ELECTIONS, AND  
THE COUNTY OF SUMMIT

**Purpose**

1. This Memorandum of Understanding (“MOU”) between the Ohio Department of Administrative Services (“DAS”), the Summit County Board of Elections (“Board”), and the County of Summit (“County”) is to document the roles and responsibilities of each party in complying with the requirements set forth in Section 207.63 of Amended Substitute House Bill 64, the State Operating Budget.
2. Specifically, it is the goal of the DAS, the Board, and the County to document in this MOU their mutual understandings concerning the use of the funding provided by Section 207.63 of Amended Substitute House Bill 64, the State Operating Budget, and appropriation item 100668 for Fiscal Years 2016 and 2017.

**Legal Authority**

1. This MOU is being entered into in accordance with Section 207.63 of Amended Substitute House Bill 64, the State Operating Budget.
2. Section 207.63 of Amended Substitute House Bill 64, in relevant part, states:

“The board shall enter into a memorandum of understanding with the county commissioners and the Department of Administrative Services concerning [the purchase of the selected electronic pollbooks and any other necessary equipment] and is responsible for fifteen per cent of the purchase costs of those pollbooks as determined by the Department of Administrative Services and 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”<sup>1</sup> that is certified for use in Ohio pursuant to *Ohio Revised Code* §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

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<sup>1</sup> 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**

1. 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 DAS state term contract for electronic pollbooks (RS900816, Index MAC109). Pursuant to *Ohio Revised Code* §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.
2. 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 DAS in writing of its selection and of the exact quantity of electronic pollbooks and equipment the Board will purchase.
3. The DAS will provide the County with funding to reimburse 85% of the total purchase 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 provided by Section 207.63 of Amended Substitute House Bill 64 and appropriation item 100668 as appears in the electronic Pollbook Fund Allocations by County report, which is attached as Exhibit 1 and incorporated by reference herein. Any unexpended, unencumbered portion of the Board's allocation at the end of State Fiscal Year 2016 will be available for the Board to procure certified electronic pollbooks and any other necessary equipment in State Fiscal Year 2017.
4. For purchases of electronic pollbooks made against the DAS state term contract, the notification to the DAS shall consist of a letter from the Board requesting reimbursement with a copy of an executed purchase order referencing the contract. For purchases of electronic pollbooks made prior to the effective date of the DAS state term contract, the notification to the DAS shall consist of a letter from the Board requesting reimbursement with a copy of the paid invoices and proof of payment for certified electronic pollbooks. Any letter requesting reimbursement must be received by the DAS no later than 30 days prior to the end of State Fiscal Year 2017.

### **General Provisions**

1. If there is a change in the law necessitating a change in this MOU, the DAS 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 Section 126.07 of the Ohio Revised Code.

4. This Agreement 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 Agreement. 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 2) and the Council of the County of Summit pursuant to Resolution of the Council approving this MOU and authorizing and directing the Executive to execute this agreement on behalf of County (the Resolution is attached as Exhibit 3).

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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](mailto:Dennis.Kapenga@das.ohio.gov)

**For reimbursement requests**

Hope Foster  
30 East Broad Street, 40<sup>th</sup> Floor  
Columbus, Ohio 43215  
Phone: 614-466-2326  
Email: [Hope.Foster@das.ohio.gov](mailto:Hope.Foster@das.ohio.gov)

**County Board of Elections Contact**

Contact Name: Joseph Masich  
Address: 470 Grant Street  
Akron, Ohio 44311  
Phone: 330-643-5200  
Email: [jmasich@summitcountyboe.com](mailto:jmasich@summitcountyboe.com)

**County of Summit Contact**

Contact Name: Ilene Shapiro  
Address: 175 S. Main Street  
Akron, Ohio 44308  
Phone: 330-643-2520  
Email: [ilshapiro@summitoh.net](mailto:ilshapiro@summitoh.net)

The Department of Administrative Services, the Board of Elections, and the County of Summit indicate their agreement with the above provisions and further agree that the interest of each is in compliance with Section 207.63 of Amended Substitute House Bill 64, the State Operating Budget, by signing below a copy of this Memorandum of Understanding.

\_\_\_\_\_  
DAS Designee Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Board Designee Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
County Designee Signature

\_\_\_\_\_  
Date

COUNTY CODE	COUNTY NAME				
		\$	12,750,000.00		
			0.85		
				Supplier ID	Address Code
1	ADAMS	\$	29,324.82	56160	6
2	ALLEN	\$	108,666.57	104137	14
3	ASHLAND	\$	56,747.97	100776	6
4	ASHTABULA	\$	95,254.04	100779	30
5	ATHENS	\$	72,118.35	56161	3
6	AUGLAIZE	\$	52,330.00	104153	9
7	BELMONT	\$	74,143.94	100819	7
8	BROWN	\$	45,978.96	52999	8
9	BUTLER	\$	394,465.05	52994	8
10	CARROLL	\$	30,233.53	100875	6
11	CHAMPAIGN	\$	42,572.13	104208	7
12	CLARK	\$	147,050.38	53005	5
13	CLERMONT	\$	223,476.00	53000	9
14	CLINTON	\$	40,918.28	53035	5
15	COLUMBIANA	\$	108,868.14	100912	9
16	COSHOCTON	\$	37,840.24	56162	19
17	CRAWFORD	\$	44,275.54	104227	6
18	CUYAHOGA	\$	1,462,417.99	102206	15
19	DARKE	\$	56,257.27	104235	7
20	DEFIANCE	\$	40,029.40	104240	6
21	DELAWARE	\$	202,577.38	56163	7
22	ERIE	\$	88,024.04	104257	7
23	FAIRFIELD	\$	154,470.39	56164	7
24	FAYETTE	\$	26,772.18	53001	7
25	FRANKLIN	\$	1,347,907.60	56165	34
26	FULTON	\$	45,532.86	104276	8
27	GALLIA	\$	31,667.64	56166	5
28	GEAUGA	\$	101,292.82	102265	7
29	GREENE	\$	186,917.87	53025	10
30	GUERNSEY	\$	38,043.46	56167	1
31	HAMILTON	\$	886,627.75	52996	14
32	HANCOCK	\$	83,918.33	104297	7
33	HARDIN	\$	30,028.66	104299	7
34	HARRISON	\$	16,042.82	102290	6
35	HENRY	\$	32,044.34	104303	8
36	HIGHLAND	\$	43,538.66	52992	1
37	HOCKING	\$	28,830.82	56168	8
38	HOLMES	\$	29,832.05	102295	3
39	HURON	\$	59,039.56	104318	4
40	JACKSON	\$	35,831.17	56169	7
41	JEFFERSON	\$	74,352.12	102315	7
42	KNOX	\$	65,666.52	56170	13
43	LAKE	\$	254,520.76	102333	6
44	LAWRENCE	\$	67,784.64	56171	4
45	LICKING	\$	188,067.80	56172	7
46	LOGAN	\$	50,682.76	80441	6

COUNTY CODE	COUNTY NAME				
		\$	12,750,000.00		
			0.85		
				Supplier ID	Address Code
47	LORAIN	\$	338,681.97	102357	6
48	LUCAS	\$	517,763.47	80443	9
49	MADISON	\$	39,912.09	56173	2
50	MAHONING	\$	277,096.37	102381	7
51	MARION	\$	62,239.87	56174	8
52	MEDINA	\$	204,089.14	102404	7
53	MEIGS	\$	25,433.90	56175	4
54	MERCER	\$	48,865.34	80465	7
55	MIAMI	\$	119,012.62	52988	7
56	MONROE	\$	16,057.69	102427	4
57	MONTGOMERY	\$	621,936.07	53017	14
58	MORGAN	\$	13,865.23	56176	5
59	MORROW	\$	40,001.31	56177	8
60	MUSKINGUM	\$	83,893.55	56178	7
61	NOBLE	\$	13,678.53	56179	3
62	OTTAWA	\$	48,827.34	80515	7
63	PAULDING	\$	20,085.74	80525	4
64	PERRY	\$	37,085.19	56180	5
65	PICKAWAY	\$	54,869.42	56181	7
66	PIKE	\$	30,198.83	56182	5
67	PORTAGE	\$	173,794.48	102511	8
68	PREBLE	\$	46,041.74	52995	4
69	PUTNAM	\$	37,759.28	80557	7
70	RICHLAND	\$	130,635.82	102522	6
71	ROSS	\$	71,153.46	56183	10
72	SANDUSKY	\$	65,600.43	80592	7
73	SCIOTO	\$	72,855.23	56184	7
74	SENECA	\$	54,109.41	80595	4
75	SHELBY	\$	54,823.16	80599	10
76	STARK	\$	416,049.34	102590	17 AND 18
77	SUMMIT	\$	593,774.39	102611	8
78	TRUMBULL	\$	239,317.26	102618	9
79	TUSCARAWAS	\$	92,227.22	102619	8
80	UNION	\$	57,326.24	56185	8
81	VANWERT	\$	32,962.96	80645	7
82	VINTON	\$	14,086.62	56186	6
83	WARREN	\$	246,370.48	52991	7
84	WASHINGTON	\$	70,087.80	56187	7
85	WAYNE	\$	121,028.30	103937	8
86	WILLIAMS	\$	38,881.12	80681	5
87	WOOD	\$	149,224.67	80684	8
88	WYANDOT	\$	25,313.29	80687	7
		\$	12,750,000.00		