

BOARD OF ELECTIONS

Ken Raymond
Chairman

Stuart Russell
Secretary

Fleming El-Amin
Member



Steve Hines
Director of Elections

FORSYTH COUNTY BOARD OF ELECTIONS June 11, 2015

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**FORSYTH COUNTY BOARD OF ELECTIONS
BOARD MEETING MINUTES – June 11, 2015**

Meeting Called to Order

A regular meeting of the Forsyth County Board of Elections was called to order in the second floor meeting room on June 11, 2015. The meeting convened at 4:00 PM, Chairman Ken Raymond presiding.

Board Members in attendance: Chairman Ken Raymond, Secretary Stuart Russell, and Member Fleming El-Amin

Staff Members in attendance: Director-Steve Hines, Deputy-Director Lamar Joyner, Chris Duffey, Jacob Wright, and Kimberly Stuck-Yarbrough
Other County Staff: Assistant County Attorney-Lonnie Albright

Pledge of Allegiance

Chairman Raymond led the pledge of allegiance.

Moment of Silence

Chairman Raymond led a moment of silence.

Public Comment Session

Chairman Raymond opened the public comment session with instructions. Speakers were asked to complete a public comment card and would have two minutes or less to speak. The speaker's name and address should be stated for the record. Questions should be included during the allotted time and answers would be given at the close of the session. A speaker's time could not be given to another individual. At the close of the public comment session, no additional statements or questions would be heard from the public. The public comment session included the following speakers:

Martha Reid – 1434 N. Cameron Ave, Winston Salem, NC 27105

Member El-Amin motioned to close public speaking session, Secretary Russell seconded; Chairman Raymond moved: **Motion carried unanimously.**

Chairman Raymond addressed comments made by speaker regarding training of precinct judges at Ashley Elementary (Precinct 301), changes of voting site, as well as the process that lead to the changes of the voting site; noting recommendations were made by the School Board; noting public notification requirements of site changes. Chairman Raymond opened comments to fellow Board Members to address comments further; Member El-Amin requested Jacob Wright to address training of precinct officials. Mr. Wright provided a brief overview of the training that is being implemented for judges as well as training of assistants. The Board as well as the Director Hines addressed concerns of restroom restrictions; advising that timely notification to the Board Members or Director is necessary to address such matters. Director Hines offered to look into matter further. Chairman Raymond called for additional

comments from the Board or Staff. Member El-Amin thanked Ms. Reid for her insight and communication of the matter.

Chairman Raymond addressed agenda order at request of Director Hines; to move agenda item 12 ahead of item 5; remainder of agenda to go in order. Board agreed to move forward with the request.

School Relocation Follow-up

Mr. Hines at the request of the Board to follow-up with schools; delegated task to Mr. Wright to contact chief judges of voting locations to address any concerns or issues on election day. Mr. Wright addressed concerns of ADA accessibility at East Forsyth Middle (Precinct 063) and plans to follow up further with principal of school. Ashley Middle School (Precinct 301), space provided limited voting equipment, as well as the access to restrooms noting that the Chief Judge stated that workers were allowed access to restrooms but it was restricted from the public by the school not precinct officials, school officials were not available for comments or insight at time of Mr. Wright's call. Brunson Elementary (902), Chief Judge provided insight that no major issues or concerns other than equipment drop off; Principal felt it was a good move, though did suggest signs were needed to direct voters. Sherwood Forrest (804) no major issues, minor set up issues; Principal will address set up time with school custodial staff. Meadowlark Middle School (074) no issues conveyed by staff or precinct officials, commented best election to date. Mr. Wright stated that he endeavors to reach out to Mineral Springs (306) for feedback, and would follow up with East Forsyth Middle to make sure stage would not be used for voting purposes going forward. Deputy Director Lamar Joyner offered insight for going forward, calling for additional communication with locations to assist in making process easier. Member El-Amin suggested letter be sent to address restroom issues, stage at Forsyth Middle. Secretary Russell commended staff for advocating for the voters, by working with schools; noting that Board is available to work with Staff to advocate for voters as well.

Board of Elections Department Procedure Manual

Director Hines brought back the manual that was tabled to provide Board opportunity to review, suggest changes, or deletions. Chairman Raymond asked for clarification on Section 4(a) of manual; Board noted need for language to be modified in such a way to enable staff to perform work related tasks inclusive of reading and studying; Director Hines suggested language that would call for personal business to be handled on personal time. Board inquired if Section 4(b) was an issue within office; Director Hines noted that it was not.

Chairman Raymond inquired of the Board if they wanted to vote on each section one at a time or vote on the policy in its totality, Secretary Russell indicated he would rather vote on the manual after all revisions have been made; noting that there are additional revisions may be needed. Member El-Amin concurred with Secretary Russell.

Chairman Raymond brought before the Board Section 2, for more of a housekeeping matter; the word "inform" should be inserted between "should" and "the". Chairman Raymond brought Article 3(b) before the Board for thought and insight; seeing potential need for additional days to enable employee to make decision on how to proceed. Secretary Russell noting that it should be seven business days, deferred to Assistant County Attorney Albright

for clarification. Member El-Amin asked for clarification of the word “action” from Mr. Hines; Mr. Hines noted it would be any action; Board agreed that it should state “any adverse action”. Chairman Raymond deferred to Board for any additional concerns; Member El-Amin deferred to Secretary Russell further clarifications needed; Secretary Russell addressed Article 6 section 3(e), calling for modification of language to reflect, “only the Director of Elections may authorize staff overtime”.

Secretary Russell moved to Article 3 - 3(c); called for clarification on open or closed session; Assistant County Attorney Albright clarified that voting on personnel matters should be done in closed session, while announcement of decision would be made in open session. Secretary Russell suggested language be modified to include clarification; additionally on Preamble of policy manual; noting that statutorily the Board has authority to handle employment matters; however, has chosen to delegate it to the Director at this time. Advised that language should provide for the retention of Board’s statutory powers to be exercised at its sole discretion as needed in a personnel matter. Appreciating the concept of the policy, deferred to Attorney Albright for clarifications needed. Attorney Albright cited N.C.G.S § 163-33 for director’s duties, encouraging Board to review them as they have been submitted to the state, noting that modifying language may necessitate a modification to the language currently on file. Secretary Russell noted his concern that if a situation arose which required the Board to act on a matter, minus specific language it would be limited in its authority to act. Member El-Amin wants to insure that communication is a priority within the office. Member El-Amin motioned to hold for further research, Seconded by Secretary Russell; Chairman Raymond moved to continue discussion in further meetings to arrive at final product.

Board Appointment Date

Mr. Hines announced that this year is an appointment year; and though has heard nothing in an official capacity, believes that all current Board Members will be returning for another term. Director Hines also provided the Board with a copy of N.C.G.S § 163-30; advising the Board that the next meeting is a statutory meeting siting N.C.G.S. § 163-31; which provides for the date and time of the meeting of which will be July 21, 2015 where Board will be sworn in; lunch to be provided.

Precinct 302 Update (Hanes-Lowrance)

Director Hines advised the Board that this is the school with contamination issues; Mr. Hines deferred to Deputy Director Joyner to provide insight and clarification of findings for potential alternatives to Hanes-Lowrance. Mr. Joyner reference precinct map provided in agenda packet, noting that staff had visited potential sites that could serve as an alternate; one being Hanes Hosiery Community Center which is a public facility available for use; however, it is out of precinct, though is permissible under statute to enable alternatives if necessary. Locations are limited in the precinct. Staff also looked at St. Phillips Moravian as suggested by Member El-Amin; staff found that the portion of the facility that would be available for use as it is not ADA compliant. Mr. Joyner advised Board that school officials stated that removal of students was a precautionary measure that the contamination levels did not exceed limits at the school; noting that it would be more of a perception matter. Deputy Joyner noted that others are using the facility; and it is available for voting use; taking all points into consideration wanted to provide the Board with the all information available to make a decision; recommendations for barriers being erected have been made by testing company.

Mr. Joyner addressed question asked by attendee for use of college campuses, noting that voters prefer to be in precinct; as well as consolidating precincts. Member El-Amin inquired about Urban League office at Northside Shopping Center, staff did drive by to look at facility; however, did not go in, as it did not seem conducive for use. Secretary Russell asked for proximity to Hanes-Lowrance; to which Mr. Joyner provided and addressed need for facilities that are familiar with voting needs. Director Hines stated use of Hanes-Lowrance is still a viable facility and any contamination risk would require extended exposure, but noted that the perception in using that facility would be something for the Board to consider. Chairman Raymond called for motion; Secretary Russell motioned to move forward with Hanes Hoisery Community Center as alternate voting site as recommended by staff, Member El-Amin seconded. **Motion carried unanimously.**

ES & S Contract

Director Hines provided Board with standard contract from ES & S for consideration; recommending a 3-year contract to enable flexibility based on potential vendor approvals at the state. Member El-Amin noted need for competition. Chairman Raymond moved to accept 3-year contract as recommended; Member El-Amin motioned; Secretary Russell seconded. **Motion carried unanimously.**

ELM Systems Proposal

Mr. Hines presented Board with proposal from ELM Systems; noting that staff has sought assistance from MIS to modify what has been used in the past to get the tools necessary for a pollworker/training module. Mr. Hines offered that utilizing MIS would save \$15,000.00. Mr. Hines advised Board that accepting proposal is not his recommendation at this point. Chairman Raymond opened for discussion; hearing none, Board moved forward.

Election Night Parking Deck Flow Sketch for Returns/Supply Drop-off (Second-Floor)

Director Hines presented flow sketch for drop off on election night; additionally staff is working with MIS to implement a scanning system to enable timely updates for precinct arrival, live as it happens. He advised Board that MIS has been supportive of obtaining necessary computers for election. Mr. Hines noted that it was not pressing to make a decision on EVID vs. OVRD, stating that it would be conducive to use state supported software as repairs would be at the expense of the state. Chairman Raymond opened for comments; hearing none, Board moved forward.

Poll worker Recruitment Update

Mr. Hines provided update on recruitment, noting that Training Specialist Wright has been working with both parties to recruit judges to fill needs at sites, as well as getting additional staff to help with assistant positions needed now as well as looking forward to needs of 2016. Mr. Hines advised Board that He anticipates additional updates in the near future. Chairman Raymond opened for discussion; none provided, Board moved forward.

Municipal Voters Outside of Forsyth County

Director Hines, clarified item should be “Municipal Voters outside of Forsyth County”; Guilford County has asked for a continuation of the resolution, adopted in 2011 to provide for Kernersville residents; 50 voters at most. Mr. Hines wanted to make Board aware of what had

been done in the past; King voters will also vote in Stokes. Board noted no objection to agreement. Chairman Raymond opened for comment or discussion; hearing none, Board moved forward.

Other Business

Mr. Hines advised going forward minutes will now be available online with attachments, unless Board had any objection. No objections noted.

Approval of Minutes

Chairman Raymond called for approval of the minutes dated May 21, 2015; Secretary Russell ask for minor change; that minutes reflect “Secretary Russell” in lieu of “Secretary Stewart” on second to last page; noting with that change; Chairman Raymond moved to approve minutes with change requested; Member El-Amin motioned, Secretary Russell seconded.

Closed Session

Chairman Raymond moved to go into closed session, citing N.C.G.S § 143-318.11(a)(1) to consult with Assistant County Attorney to consider and provide instruction administrative procedure. Secretary Russell seconded. Secretary motioned for closed session, **Motion carried unanimously**. Prior to close Mr. Hines thanked Senior Democrats for having him, Member El-Amin thanked Mr. Hines for his presentation; Chairman Raymond called to reconvene meeting for any other business. Chairman Raymond wanted to recognize Meagan Evan's birthday.

Adjournment

Chairman Raymond moved to adjourn, Member El-Amin seconded. **Motion carried unanimously**. Meeting adjourned at 5:26 p.m.

Approved:

Ken Raymond, Chairman

Date

Stuart Russell, Secretary

Date

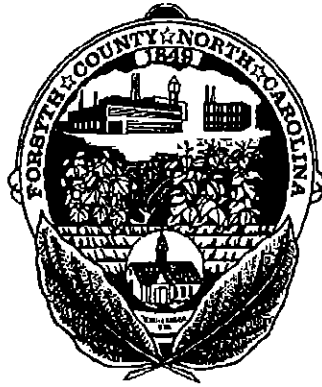
Fleming El-Amin, Member

Date

Attachments on File: Forsyth County Elections Office Department Procedures Manual
N.C.G.S. 4 § 163-30; County Boards of Elections
Precinct Map
ES & S Maintenance Contract
ELM System Proposal
Parking Deck Flow Chart for Precinct Drop Offs Election Night
Supply Room Drop Off Flow Chart

Agenda Item

05



**FORSYTH COUNTY
ELECTIONS OFFICE**

Department Procedures Manual

DRAFT (update- 5. 21.2015)

May 2015

This manual of Forsyth County Board of Elections is made available to all Election Office personnel in order that each employee may have a better understanding of the rules and regulations which govern employment in the Elections Office.

FORSYTH COUNTY BOARD OF ELECTIONS OFFICE PERSONNEL POLICY

Be it resolved by the Forsyth County Board of Elections that the following Department Procedure Manual shall, in conjunction with federal election laws, the most current edition of *Election and Related Laws and Rules and Regulations of North Carolina*, and *Forsyth County Administrative Policies and Procedures*, govern the employment, classification, conduct, salary, promotion, demotion, dismissal, and conditions of employment of Forsyth County Board of Elections and employees. However, the Board of Elections does reserve the right to alter any County procedure in conducting the hiring, firing, performance evaluations and other administrative tasks that may conflict with election laws or elections in general.

Article I: Personnel System

Section 1. Employees subject to this Resolution: The provisions of this Resolution shall be applicable to all election employees except as provided below:

- a. **County Board Members:** The North Carolina State Board of Elections appoints the three County Elections Board Members for a term of two years from nominees submitted by Forsyth County Democratic and Republican Party Chairpersons. The appointments are made on the last Tuesday in June of odd numbered years unless otherwise approved by the State Board of Elections, and continue for two years from the specified date of appointment or until their successors are appointed and qualified. County Election Board Members qualifications, oaths of office and duties are described in N. C. G. S. 163-30 *et.al. seq.* Upon appointment each board member will receive the most current issue of "*Election and Related Laws and Rules and Regulations of North Carolina*" to inform them on their duties.
- b. **County Director of Elections:** In the event a vacancy occurs in the office of County Director of Elections, the County Board of Elections shall submit the name of the person it recommends to fill the vacancy to the Executive Director for the State Board of Elections in accordance with the provisions of N.C.G.S. 163-35 (b) for issuance of appointment notice. The Director's duties are included in the job description signed by all Board Members which

remains on file with the State Board of Elections and the Elections Office.

- c. The Forsyth County Board of Elections as provided in 163-33(10) shall appoint and remove the board's clerk, assistant clerks, and other employees and appoint and remove precinct transfer assistants as provided in N. C. G. S. 163-82.15(g) unless this authority has been delegated by majority vote to the Director of Elections. All employees of the Forsyth County Board of Elections are under the direct supervision of the Elections Director with assistance from the Deputy Director.

Section 2. Employee Performance Evaluation

- a. The Board Chair with the assistance of other Board members will evaluate the Election Director's performance according to the Forsyth County Performance Appraisal System.
- b. The Elections Director will be responsible for preparing and issuing, or in cases where employees report to the Deputy Director, sign off on performance appraisals of all appointed staff members under the Forsyth County performance appraisal system.

Article 2. Office Closings and Requests for Leave

Section 1. Holiday and Emergency Closings

- a. The Forsyth County Board of Elections will close for Holidays and emergencies as called under the authority of Forsyth County management except in instances where the closing would conflict with North Carolina election laws.

Section 2. Vacation and Personal Leave

- a. The Elections Office work schedule is planned by the Elections Director according to staff needs, productivity deadline and statutory deadlines.
- b. Leave for doctor's appointments *emergencies excepted* must be scheduled with the appropriate supervisor at least two

(2) days in advance for work scheduling purposes and in compliance with federally protected leave rights.

- c. Vacation and personal leave requests must be approved by Director or Deputy Director if an employee is supervised by the Deputy Director, then placed on the office calendar 3 days in advance for a full day, *emergencies excepted* for work scheduling. Other requests may be permitted at Director's discretion and in compliance with federally protected rights.
- d. Vacation requests will be considered based on a first come, first serve bases. Employees should not schedule vacations on or near election related dates.

Article 3. Employment Termination and Grievance

Section 1. Director

- a. Only the Executive Director of the State Board of Elections may dismiss the County Elections director under the provisions of N.C.G.S. 163-35(b).

Section 2. Staff

- a. The termination of County Elections office staff is a duty of the Elections Director as delegated by the Forsyth County Board of Elections in Job Description on file with the N. C. State Board of Elections. Termination procedures in Forsyth County Administrative Policies and Procedures shall be followed, including the number of oral and written warnings and documentation, but excluding County Grievance Committee provisions. The Director must notify the Board of Elections immediately of any action taken against an employee. The Director must provide in writing the decision of termination to the employee as well as the procedures on how to file a grievance.

Section 3. Grievance Policy

- a. The Forsyth County Board of Elections shall serve as a Grievance Committee.
- b. The employee is allowed five (5) business days after an action which gives rise to an appeal in order to file a

grievance. The appeal should be addressed to the County Elections Board Chairperson and submitted to the Director of Elections. The Director shall notify all Board of Elections members and arrange for due process for the appeal to be heard by the Board within ten (10) days from the date on which said appeal is received in the Elections Office.

- c. Following a hearing, the Board shall deliberate in open or closed meeting with or without an attorney. Following such deliberation, the Board shall vote in open session and announce its decision.**
- d. A terminated employee will be notified by certified mail, return receipt requested. The decision of the Board shall be in accordance with the election and related laws of North Carolina and shall be final.**

Article 4. Secondary Employment

Section 1. Outside Agency

- a. Any employee may hold a job or volunteer to work with another organization as long as he/she satisfactorily performs his/her job responsibilities for the Forsyth County Board of Elections. Intent to seek or accept such outside employment or volunteer work must be reported by the employee to the Director for possible conflict determination.**
- b. If the Director determines that an employee's outside work interferes with employee's performance or the ability to meet the requirements of elections work or, if the outside work is a conflict with any portion of the election laws of North Carolina, he/she may be asked to terminate the outside employment if he/she wishes to remain employed with the Forsyth County Board of Elections.**

Section 2. Politically Affiliated Employment

- a. Employees of the Forsyth County Board of Elections shall not accept additional employment that is affiliated with any political organization or political candidate.**

- b. If such employment is determined by the Director of Elections to be a conflict of interest, the employee shall be asked to cease all involvement with such organization and/or terminate the employee immediately upon the Director learning of such employment.

Article 5. Employee Benefits:

Section 1. County

- a. Benefits are provided to the Director and staff of the Forsyth County Board of Elections by the County government of Forsyth in accordance with N. C. G. S. 163-35(c) along with any other related statutes hereinafter enacted, and as specified in *County Policy and Administrative Procedures not in conflict with Election And Related Laws and Rules and Regulations of North Carolina.*

Article 6. Office Conduct and Work Rules:

Section 1. Dress Code and Appropriate Office Attire

- a. Appropriate professional business attire is required in the Election Office during work hours and when representing the Board of Elections in meetings, conferences and seminars. All employees of the Forsyth County Board of Elections are required to present themselves in a business-like and appropriate manner. Jeans and tee shirts are not permitted. Shirts should be absent of advertisement (small brand name of shirt excluded) and shirt tails should be tucked in at all times.
- b. This does not exclude reasonable and appropriate clothing for the traditional "Friday" dress down mode. The nature of work to be performed and existing weather conditions will be considered.

Section 2. Timekeeping

- a. Accurately recording time worked on timesheets is the responsibility of each employee of the Forsyth County Board of Elections. Violations or misuse will not be permitted.

- b. Employees are expected to work an eight-hour day and should arrive to work no later than 8:00 a. m. and leave at no earlier than 5:00 p. m. except on Election Days or when otherwise approved by the Elections Director. If a need arises to vary from the scheduled work hours, the employee must seek approval from the Director.**
- c. When the workload permits, two fifteen-minute work breaks are permitted on a daily basis at staggered times.**
- d. One hour is scheduled daily for lunch. Variations will be given in valid special circumstances by the Director.**
- e. Employees should identify on the employee board if there is a need to leave the Elections Office where they have gone and when they plan to return with the exception of bathroom breaks. Additionally, employees should the front desk member as to your departure and pending return.**

Section 3. Overtime

- a. Employees will be notified as much in advance as possible when the Director determines there may be a need for overtime. When an unexpected need for overtime arises, the Elections Director will give special consideration to employees who have prior commitments.**
- b. Only the Director of Elections must authorize staff overtime.**

Section 4. Office Routine

- a. Employees should not read, study, eat or fail to perform assigned tasks during work time. Employees may use schoolbooks, magazines and other related items only in the breakroom at break or lunchtime. Newspapers may be read in the break room and only on break or at lunch.**
- b. Food (light snacks excepted) will not be allowed in reception areas open to public view.**
- c. Co-workers will relieve other staff at the front desk to allow time for breaks, lunch and busy times.**

- d. Personal phone calls and conversations shall be limited and abuses shall be addressed. Disruption of employees during work time can result in inaccurate work, backlog and delayed project completion, which creates deadline stress.

Article 7. Election Administration - High Profile Public Agency

Section 1. Employee Professionalism

- a. Employees must exercise courtesy, diplomacy and tact in while interacting with the public in person, by telephone or any other communications.
- b. The most important function of all employees is to respond to the public and answer the telephone in a courteous and professional manner. Ensure that information given to an inquirer is correct. If there is any doubt about the accuracy of your answer, say that you will have the question researched by the employee handling that election procedure and call back. Write date, question asked, phone # and name of caller on note to yourself and do not fail to follow-up as soon as possible.
- c. When taking calls for Director or any office employee, observe the following rule: If put on hold, check every minute to determine if caller would like to have the call returned, be transferred to voice mail, or continue to hold.

Article 8. Conclusion

Section 1. Additional Procedures

- a. Any question not covered in this *Department Procedure Manual* will be processed under provisions of the most current edition of *Election and Related Laws and Rules and Regulations of North Carolina* and/or under *Foryth County Administrative Policy and Procedures* where such procedures do not conflict with Election Laws; or the Board of Elections may adopt additional regulations.

Section 2. Amendments

- a. Amendments to this *Department Procedure Manual* may be adopted by unanimous vote and signature of the Forsyth County Board of Elections in meeting duly assembled.**

Adopted this the 11th day of June, 2015.

Chair Ken Raymond

Secretary Stuart Russell

Member Fleming El-Amin

Agenda Item

06

Article 4.

County Boards of Elections.

§ 163-30. County boards of elections; appointments; terms of office; qualifications; vacancies; oath of office; instructional meetings.

In every county of the State there shall be a county board of elections, to consist of three persons of good moral character who are registered voters in the county in which they are to act. Members of county boards of elections shall be appointed by the State Board of Elections on the last Tuesday in June 1985, and every two years thereafter, and their terms of office shall continue for two years from the specified date of appointment and until their successors are appointed and qualified. Not more than two members of the county board of elections shall belong to the same political party.

No person shall be eligible to serve as a member of a county board of elections who holds any elective office under the government of the United States, or of the State of North Carolina or any political subdivision thereof.

No person who holds any office in a state, congressional district, county or precinct political party or organization, or who is a campaign manager or treasurer of any candidate or political party in a primary or election, shall be eligible to serve as a member of a county board of elections, provided however that the position of delegate to a political party convention shall not be considered an office for the purpose of this section.

No person shall be eligible to serve as a member of a county board of elections who is a candidate for nomination or election.

No person shall be eligible to serve as a member of a county board of elections who is the wife, husband, son, son-in-law, daughter, daughter-in-law, mother, mother-in-law, father, father-in-law, sister, sister-in-law, brother, brother-in-law, aunt, uncle, niece, or nephew of any candidate for nomination or election. Upon any member of the board of elections becoming ineligible, that member's seat shall be declared vacant. This paragraph only applies if the county board of elections is conducting the election for which the relative is a candidate.

The State chairman of each political party shall have the right to recommend to the State Board of Elections three registered voters in each county for appointment to the board of elections for that county. If such recommendations are received by the Board 15 or more days before the last Tuesday in June 1985, and each two years thereafter, it shall be the duty of the State Board of Elections to appoint the county boards from the names thus recommended.

Whenever a vacancy occurs in the membership of a county board of elections for any cause the State chairman of the political party of the vacating member shall have the right to recommend two registered voters of the affected county for such office, and it shall be the duty of the State Board of Elections to fill the vacancy from the names thus recommended.

At the meeting of the county board of elections required by G.S. 163-31 to be held on Tuesday following the third Monday in July in the year of their appointment the members shall take the following oath of office:

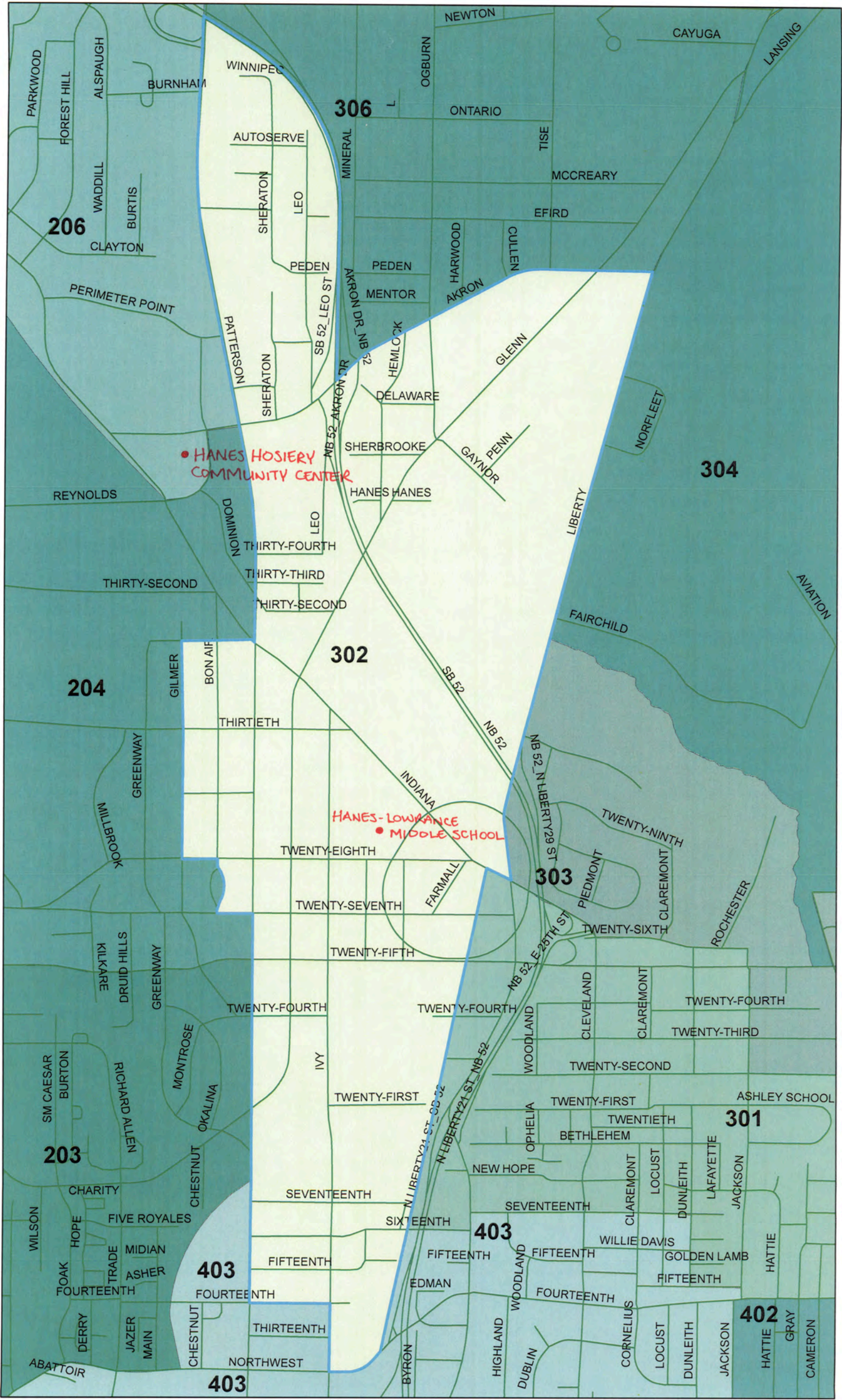
"I, _____, do solemnly swear (or affirm) that I will support the Constitution of the United States; that I will be faithful and bear true allegiance to the State of North Carolina and to the constitutional powers and authorities which are or may be established for the government thereof; that I will endeavor to support, maintain and defend the Constitution of said State, not inconsistent with the Constitution of the United States; and that I will well and truly execute the duties of the office of member of the _____ County Board of Elections to the best of my knowledge and ability, according to law; so help me God."

Each member of the county board of elections shall attend each instructional meeting held pursuant to G.S. 163-46, unless excused for good cause by the chairman of the board, and shall be paid the sum of twenty-five dollars (\$25.00) per day for attending each of those meetings. (1901, c. 89, ss. 6, 11; Rev., ss. 4303, 4304, 4305; 1913, c. 138; C.S., ss. 5924, 5925, 5926; 1921, c. 181, s. 1; 1923, c. 111, s. 1; c. 196; 1933, c. 165, s. 2; 1941, c. 305, s. 1; 1945, c. 758, ss. 1, 2; 1949, c. 672, s.

1; 1953, c. 410, ss. 1, 2; c. 1191, s. 2; 1955, c. 871, s. 1; 1957, c. 182, s. 1; 1959, c. 1203, s. 1; 1967, c. 775, s. 1; 1969, c. 208, s. 1; 1973, c. 793, s. 7; c. 1094; c. 1344, s. 4; 1975, c. 19, s. 66; c. 159, s. 1; 1981, c. 954, s. 1; 1983, c. 617, ss. 1, 2; 1985, c. 472, s. 4; 1997-211, s. 1.)

Agenda Item

07



• HANES HOSEIERY
COMMUNITY CENTER

HANES-LOWRANCE
• MIDDLE SCHOOL

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Agenda Item

08

Election Systems & Software, LLC ("ES&S") Purchase Order
 Term as selected below and beginning on July 1, 2015

Please select Term of Agreement: 1-Year Term _____ 3-Year Term _____ 5-Year Term _____

Customer: **Forsyth County NC BOE**

ES&S HARDWARE MAINTENANCE DESCRIPTION AND FEES

| Qty | Description | Annual Maintenance Fee Per Unit: 1-Year Term | Annual Maintenance Fee In Total: 1-Year Term |
|--|----------------------|--|--|
| 170 | iVotronic ADA | \$ 104.74 | \$ 17,805.80 |
| 12 | iVotronic Supervisor | \$ 104.74 | \$ 1,256.88 |
| 27 | iVotronic Voter | \$ 104.74 | \$ 2,827.98 |
| 1 | Model 650 | \$ 3,318.34 | \$ 3,318.34 |
| 121 | Model 100 | \$ 214.99 | \$ 26,013.79 |
| N/A | AutoMARK | | \$ 0.00 |
| Total Annual Hardware Maintenance Fees: 1-Year Term | | | \$ 51,222.79 |

| Qty | Description | Annual Maintenance Fee Per Unit: 3-Year Term | Annual Maintenance Fee In Total: 3-Year Term |
|--|----------------------|--|--|
| 170 | iVotronic ADA | \$ 99.75 | \$ 16,957.50 |
| 12 | iVotronic Supervisor | \$ 99.75 | \$ 1,197.00 |
| 27 | iVotronic Voter | \$ 99.75 | \$ 2,693.25 |
| 1 | Model 650 | \$ 3,310.34 | \$ 3,310.34 |
| 121 | Model 100 | \$ 204.75 | \$ 24,774.75 |
| N/A | AutoMARK | | \$ 0.00 |
| Total Annual Hardware Maintenance Fees: 3-Year Term | | | \$ 48,940.84 |

| Qty | Description | Annual Maintenance Fee Per Unit: 5-Year Term | Annual Maintenance Fee In Total: 5-Year Term |
|--|----------------------|--|--|
| 170 | iVotronic ADA | \$ 95.00 | \$ 16,150.00 |
| 12 | iVotronic Supervisor | \$ 95.00 | \$ 1,140.00 |
| 27 | iVotronic Voter | \$ 95.00 | \$ 2,565.00 |
| 1 | Model 650 | \$ 3,160.32 | \$ 3,160.32 |
| 121 | Model 100 | \$ 195.00 | \$ 23,595.00 |
| N/A | AutoMARK | | \$ 0.00 |
| Total Annual Hardware Maintenance Fees: 5-Year Term | | | \$ 46,610.32 |

Note 1: The Per-Unit Fees if Customer requests more than one Routine Maintenance visit in a 12-month period shall be 55% of the then current maintenance fee per unit.

Note 2: Surcharge for Emergency Repair Services shall be 150% of the then current maintenance fee per unit.

Note 3: The Per Unit Surcharge for performance of Routine Maintenance visit at more than one Customer Designated Location shall be \$25.00 per unit for all units located at second or more locations.

Note 4: Upon expiration of the Initial Term, this Agreement shall automatically renew for an unlimited number of successive one-year periods (each a "Renewal Period") until this Agreement is terminated according to Article I, Section 1.

ES&S SOFTWARE MAINTENANCE AND SUPPORT DESCRIPTION AND FEES

Listed below are the Unity Software Modules for which Software License, Maintenance and Support will be provided:

| Description | Support Provided and Number of Licenses |
|-----------------|---|
| Software - BIM | 1 |
| Software - BOD | 1 |
| Software - DAM | 1 |
| Software - EDM | 1 |
| Software - ERM | 1 |
| Software - HPM | 1 |
| Software - IVIM | 1 |

ES&S Annual Software Maintenance and Support Fees for the Initial Term shall be as follows:

| Annual Firmware Maintenance and Support Fees 1-Year Term | Annual Firmware Maintenance and Support Fees 3-Year Term | Annual Firmware Maintenance and Support Fees 5-Year Term | |
|---|---|---|------------|
| \$12,086.05 | \$ 11,510.52 | \$ 10,962.44 | 2015 |
| \$12,690.35 | | | 2016 (+5%) |

| Annual Software Maintenance and Support Fees 1-Year Term | Annual Software Maintenance and Support Fees 3-Year Term | Annual Software Maintenance and Support Fees 5-Year Term | |
|---|---|---|------------|
| \$17,006.95 | \$ 16,059.27 | \$ 15,424.77 | 2015 |
| \$17,857.30 | | | 2016 (+5%) |

Payment Terms: Hardware, Firmware, and Software Maintenance and Support Fees are due and payable no later than thirty (30) days prior to the beginning of each maintenance and support period.

The parties hereby agree that this Purchase Order and the Hardware Maintenance and Software Maintenance and Support Services General Terms, attached hereto and fully incorporated herein by this reference, (collectively, the "Agreement") represents a binding agreement between ES&S and Customer for the purchase of Hardware Maintenance and Software Maintenance and Support Services. Further, the undersigned Customer hereby agrees to purchase such Hardware Maintenance and Software Maintenance and Support Services from ES&S as set forth herein. The undersigned Customer hereby agrees to the Hardware Maintenance and Software Maintenance and Support Services General Terms and acknowledges that he or she has read the entire Agreement, understands it and fully intends to be bound by it. The undersigned Customer hereby certifies that: 1) sufficient funds are available for any of this purchase that exceeds my allocation of state and/or federal funding; and 2) any amount not funded by state and/or federal funds has been authorized and appropriated for this purchase. As of the date of the signature below, the undersigned Customer has full power and authority to enter into and perform this Agreement, and has been properly authorized to execute and deliver this Agreement on behalf of the County/State as set forth above.

| | |
|----------------|------------------------|
| Customer | Forsyth County NC BOE |
| Contact Person | Steve Hines |
| Address | 201 N. Chestnut Street |
| City | Winston-Salem |
| State/Province | North Carolina |
| Zip | 27101 |
| Phone number | 336-703-2800 |

ES&S Signature _____ Date _____

Customer Signature _____ Date _____

Print Name _____

Print Name _____

Title _____

Title _____

NC ES&S MAINTENANCE PROTECTION PROGRAMS

As of July 2015

Annual On-Site Preventative Maintenance

This valuable protection covers inspection, cleaning, calibration and testing services for all voting functions of the equipment covered under the agreement. If a defect or malfunction occurs in any product while it is under normal use and service, ES&S/PE will restore the product to normal working condition as soon as practicable. The **Remedial Maintenance Warranty** provides that ES&S/PE will **repair or replace** any component of our proprietary equipment or software which, while under normal use and service, (a) fails to perform in accordance with its documentation in all material respects, or b) is defective in material or workmanship. This repair service is available at our maintenance facility or on-site as agreed upon. If necessary and agreeable to all parties, remedial repair services can be done at times other than the preventative maintenance.

Additional Benefits

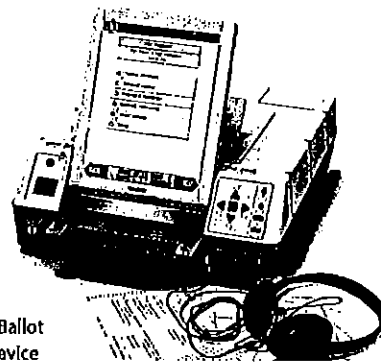
- Special site support rates
- Technical help desk support
- Software, firmware upgrades and enhancements included free of charge
- ES&S/EAC/NCSBE certified parts (non-certified parts could void warranties)
- Exclusive ES&S certified system parts for technicians
- ES&S certified technicians based in multiple locations across NC

*Free certified replacement parts included (does not include consumables, such as batteries, paper rolls, printer cartridges, booths, ballot boxes, etc.). Inspection and diagnostic testing on IVotronic RTAL booth, communication pack printers, and ballot boxes are not covered under warranty and are subject to additional charges.

Be confident this election; know that your voting solutions are in the care of trained, certified ES&S/PE professionals with detailed product knowledge and understanding.



Express Vote ADA



Automark Ballot Marking Device

ADDITIONAL INFORMATION ON THE BACK

ADDITIONAL SERVICES

(not Included in maintenance program)

| À La Carte Pricing | 1 Year Plans | 3/5 Year Plans |
|--|-----------------|-------------------|
| Ivo Motherboard Battery Replacement (useful life 5 years) | \$80.95 | \$69.95 |
| PEB Main Board Replacement Depot | \$75.00 | \$69.95 |
| PEB Battery Replacement Depot (useful life 3 years) | \$16.95 | \$14.95 |
| NIMH Battery - iVotronic (useful life 5+ years) | \$95.00 | \$95.00 |
| Power Test | \$5.74 | \$5.55 |
| Power Supply | \$25.00 | \$25.00 |
| Power Cord | \$4.10 | \$4.10 |
| Clock Chip (M100) at time of PM (useful life 5 years) | \$45.00 | \$35.00 |
| Battery (M100) (useful life 5 years) | \$59.95 | \$49.50 |
| Green Latches | \$3.50 | \$3.45 |
| Key Cam Locks | \$6.95 | \$6.75 |
| Leg Catch Holder | \$5.75 | \$5.25 |
| Pick Belts (M650 only) | \$4.95 | \$4.75 |
| Retard Pads (M650 only) | \$3.65 | \$3.50 |
| Cross Brace Supports (iVo booth) | \$5.95 | \$5.75 |
| Surge Protector | \$29.95 | \$28.75 |
| Gray Printer Cables | \$34.95 | \$33.95 |
| Booth Door Hinges (iVo only) | \$21.95 | \$20.95 |

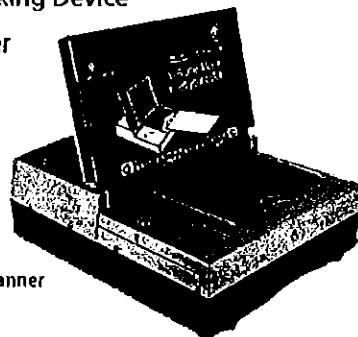
*List reflects current pricing. Battery costs fluctuate, so pricing is subject to change.

**3-5 year plans are locked in and avoid the 5% annual increase that 1 year plans generally require.

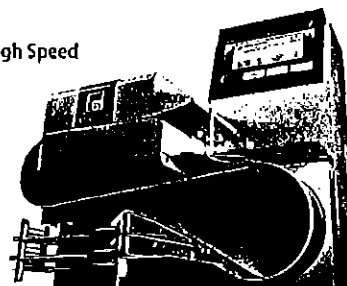
List of Equipment **Printelect** Services

- DS 200 Optical Scanner
 - Express Vote ADA
 - Express Vote Tabulator
 - DS 850 High Speed Scanner
 - M 650 High Speed Scanner
 - Automark Ballot Marking Device
 - M100 Optical Scanner
- iVotronic Touchscreen
 - PEBS - Personal Election Ballot
 - RTAL Printers - Real Time Audit Log
 - Communication Pack Printers
 - Ballot-on-Demand (BOD) Systems
 - ePollbooks

DS 200 Optical Scanner



DS 850 High Speed Scanner



Agenda Item

09



Quote

Prepared for Forsyth County, NC Board of Elections

| | |
|---|----------|
| Election Learning Management System (ELM) | May 2015 |
|---|----------|

Projected Number of Registered Voters: 232,000

Projected Number of Election Professionals: 800

Election Learning Management (ELM) Pricing

| Quantity | Description | Unit Price | Total |
|----------|--|------------------|--------------|
| 1 | Annual Hosting Fee for ELM | \$ 1,500 / Year | \$ 1,500.00 |
| 1 | Annual License Fee for ELM | \$ 13,685 / Year | \$ 13,685.00 |
| 1 | Online System Administration Training ¹ | \$ 500 / Class | \$ 500.00 |
| 1 | Ongoing Client Support Services | Included | No Charge |

| | |
|---|------------------|
| Total Estimated System Admin Training Costs ¹ | \$ 500.00 |
|---|------------------|

| | |
|---|--------------------|
| Total Annual License and Hosting Fees ² | \$15,185.00 |
|---|--------------------|

| |
|--|
| Payment Terms |
| Payment terms are 50% down with balance due 30 days from completion of training. |

Quote is valid until August 1, 2015

¹ System Administration Training is scheduled and provided upon Customer request and is a one-time charge upon completion.

² The Total is estimated based on the information provided as of the date this Quote was written and does not include such things as future cost adjustments or optional services that the Customer can elect to add on at a later date. Furthermore, travel expenses will be billed at actual cost incurred for travel any estimates provided herein are simply estimates.



**Election Learning Management System
-ELM System-**

**System License and Maintenance
Agreement**

Between

**VR Systems Inc.
2840 Remington Green Cir
Tallahassee FL 32308**

**Forsyth County Board of Elections
201 North Chestnut Street
Winston Salem, NC 27101**

**Contact Name:
Mike Sibley
MSibley@vrsystems.com**

**Contact Name:
Steve Hines
hinesgs@forsyth.cc**



- 1) **System License.** VR Systems, Inc. ("VRS") hereby grants to Forsyth County (the "Customer") , and Customer hereby accepts from VRS, subject to all the terms, covenants, conditions, and limitations set forth in this "System License and Maintenance and Support Agreement", its cover sheet, and all Exhibits attached hereto (collectively the "Agreement"), a non-exclusive, nontransferable, indivisible, revocable right and license (the "License") to use and access the **Election Learning Management System**, also known as **ELM System** , owned by VRS, including all releases, enhancements, customizations, and other changes thereto, (the "Service").

ELM System consists of an internet-hosted Software as a Service that enables the Customer to configure a Customer specific election worker training site using a web site design portal that is proprietary to VRS and hosted on servers managed by VRS.

- 2) **Exhibits.**
Attached and made a part hereof for all purposes is the following:
Exhibit A: Fee Schedule
Exhibit B: Services
In the event of a conflict between the provisions of this Agreement and the provisions of any Exhibit, the provisions of this Agreement shall control.
- 3) **Administration of Host Server system.** The Web Hosting Service includes VRS' administration of the web site servers and network infrastructure. Server systems will be maintained up-to-date for security purposes. VRS may change the configuration of the web site servers and network infrastructure at its sole discretion. Administration will include close monitoring of the web site at peak periods to ensure critical services are maintained. During peak periods VRS will work directly with the customer to ensure the most critical information can be rapidly retrieved by the public.
- 4) **Disk Space.** Customer may use up to 100 GB (gigabytes) of disk space resources for the database on the Web Site hosted by VRS. Additional storage can be made available for a fee.

Backup of the Host Web Site. VRS' is responsible for maintaining system and data backups so as to ensure no more than a 24 hour loss of data. VRS will take normal measures to limit exposures to data loss to less than 8 hours.

- 5) **No Warranty.** The Service is provided on an "as is available" basis. VRS gives no warranty, expressed or implied, for the Service, including without limitation, warranty of merchantability and warranty of fitness for a particular purpose. This 'no warranty' expressly includes any reimbursement for losses of income or damages due to disruption of Service by VRS or its providers beyond the fees paid by Customer to VRS for services.



- 6) **Limitation of Actions and Liability.** The parties agree that no action may be instituted hereunder more than one (1) year after the cause of action occurred or should have been discovered by reasonable due diligence of Customer. THE LIABILITY OF VRS TO CUSTOMER FOR PERFORMANCE OF THE SYSTEM IS LIMITED TO THE ABOVE WARRANTY. In no event shall VRS be liable for any damages or remedies that might otherwise arise out of this Agreement or the use of the System, including, but not limited to: (a) general, special, indirect, incidental, foreseeable, normal, or consequential damages; (b) lost profits, loss of savings, loss of data or information, business interruption, finance charges, increased costs of doing business, reliance on any promise or premise; and (c) damages arising under any warranty, negligence, or breach of contract claims of customer against VRS. In any event, VRS' liability for damages under any theory or form of action shall not exceed the total amount paid by Customer under this Agreement to VRS as itemized in "Exhibit A" (exclusive of out-of-pocket reimbursements and the Software support, license, maintenance and use fee for ELM System Fee).
- 7) **Term of Service.** The Term of the ELM System service is two years from Commencement Date, but only so long as (a) Customer is not in breach of, or in default under this Agreement and any renewals thereof. The Commencement Date is the date the ELM System is delivered to the Customer. Renewal of the two year term is automatic unless a written notice of cancellation is given by either party at least 4 weeks in advance of a renewal date.
- 8) **Use Restrictions.** Customer is restricted to using the ELM System service exclusively for Customer's own use in their official capacity of Forsyth County and may not use the System to process the data of another county or any other governmental entity nor for any commercial purpose.
- 9) **Annual Fees.** A software support, license, maintenance and use fee is due on the Renewal Fee Date. The Renewal Fee Date will be as defined in Exhibit A. The hosting, software support, license, maintenance and use fee must be paid by the Renewal Fee Date or the Service may be interrupted and possibly terminated.
- 10) **Customization.** In the event Customer requests consulting support or customization of course content, or other changes which support or modifications are beyond the scope of VRS' obligations under this Agreement or VRS' Maintenance and Support provisions Customer shall notify VRS in writing of its needs for such support or customization. Should VRS agree to perform such consulting, support or customization, all such work requested by Customer will be provided by VRS at VRS' then current rates for these services. In addition, Customer shall reimburse VRS for all reasonable travel and living expenses incurred by consultants and employees of VRS in implementing such services.



- 11) **Consulting Services.** VRS will entertain contract amendment requests designed to engage VRS in content development work at the contract's hourly rates currently in force. Such amendments will be mutually agreed to by Customer and VRS before becoming binding on either party.
- 12) **No infringement.** Customer hereby agrees that any material submitted to Customer's web site and all domain names will not violate or infringe any copyright, trademark, patent, statutory, common law or proprietary rights of others, or contain anything libelous, harmful or unethical. Unethical materials and uses include, but are not limited to pornography, obscenity, nudity, violations of privacy, computer viruses, hacking, warez, MP3s and any harassing and harmful materials or uses. Any potentially illegal or unethical activity may be deactivated without warning by VRS. Customer hereby agrees to indemnify and hold harmless VRS for any claims resulting from Customer's submission of illegal or unethical materials. Customer is responsible for obtaining the rights to any graphics or written material placed on the web site.
- 13) **No Liability for Privacy of Information.** Due to the public nature of the Internet, all information should be considered publicly accessible, and important or private information should be treated carefully by Customer. VRS is not liable for protection or privacy of information transferred through the Internet or any other network provider that customers may utilize.
- 14) **Changes in Terms and Conditions.** VRS may change the terms and conditions of this Agreement. Customer will be notified of the changes to the agreement 40 days before the Renewal Date. Payment of the Software support, license, maintenance and use fee for ELM System Renewal Fee will be construed as acceptance of the changes to the Agreement.
- 15) **Arbitration/Mediation.** If a dispute arises out of or relates to this Agreement, or the breach thereof, and if said dispute cannot be settled through direct discussions, the parties agree to first endeavor to settle the dispute in an amicable manner by mediation administered by the American Arbitration Association under its Commercial Mediation Rules, before resorting to arbitration. Thereafter, any unresolved controversy or claim arising out of or relating to this Agreement, or breach thereof, shall be settled by arbitration administered by the American Arbitration Association in accordance with its Commercial Arbitration Rules, and judgment upon the Award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof. Mediation and arbitration shall be sought in Customer's County. In such cases the parties shall evenly split the cost of any mediator(s) or arbitrator(s) used in such proceedings. The decision of the arbitrator shall be binding. Any settlement entered into outside a court of competent jurisdiction shall be committed to writing and signed by both parties.



- 16) **Taxes and Duties.** In the event Customer is tax exempt, Customer must provide sufficient documentation to enable VRS to not collect sales tax. In such case, VRS is not liable for any sales, service, use, excise, lease, or similar taxes. However, should this status change Customer agrees that it, and not VRS, will be liable for and promptly pay any such taxes or duties that may become due as a consequence of this Agreement.
- 17) **Use of Customer's Name.** Customer agrees that VRS may include Customer's name in any complete or partial listing of VRS Customers, for VRS' own marketing efforts.
- 18) **Force Majeure.** Neither party shall be responsible to the other for nonperformance due to acts of God, fire, flood, hurricane, epidemic, acts of government, wars, riots, civil unrest, strikes, accidents in transportation, or other causes beyond the control of the parties.
- 19) **Section and Paragraph Heading.** Section and paragraph headings used throughout this Agreement are for reference and convenience and in no way define, limit, or describe the scope or intent of this Agreement or affect its provisions.
- 20) **Multiple Copies or Counterparts of Agreement.** The original and one or more copies of this Agreement may be executed by one or more of the parties hereto. In such event, all of such executed copies shall have the same force and effect as the executed original, and all of such counterparts, taken together, shall have the effect of a fully executed original.



IN WITNESS WHEREOF, the parties hereto have executed this Agreement in manner and form sufficient to bind them as of the date signed by the last party to sign this Agreement as indicated below.

VR Systems, Inc., Tallahassee FL

By: _____ Date: _____
Jane M. Watson
President

Forsyth County Board of Elections

By: _____ Date: _____
Steve Hines
Forsyth County Director of Elections



Exhibit A

Forsyth County Board of Elections

Fee Schedule for VR Systems' ELM System product

| Item | Amount |
|---|---------------------|
| ELM System Annual Hosting Fee | \$ 1,500.00 |
| ELM System Annual License Fee | \$ 13,685.00 |
| Online System Admin Training | \$ 500.00 |
| Total FIRST year cost for ELM System | \$ 15,685.00 |
| Software support, license, hosting and Renewal Fee for ELM System (<i>subsequent years due on the anniversary of implementation</i>) | \$ 15,185.00 |

Payment Terms: 50% of ELM System Package at contract signing balance due within 30 days of either completion of customer training or when site goes 'live' whichever occurs first.

Jane M. Watson, President, VR Systems, Inc.

Date: _____

Steve Hines, Forsyth County Director of Elections

Date: _____



Exhibit B

Services

ELM System is Software as a Service that includes access to a software product that serves HTML web pages. ELM System allows Customer, with appropriate training provided by VRS, to build and configure web pages for a Customer-specific election worker training portal without having a need for prior knowledge of HTML, Microsoft™ FrontPage or similar products. VRS will provide one half day's training and documentation in an electronic format. .

The Customer portal provided through this service is available for access both to Customer and staff and to members of the public authorized by Customer to access the training material provided through the portal. Access to the training portal is controlled via a login process. Membership management is conducted by Customer's staff.

Customer can construct courses containing online interactive training materials. Customer can construct student review tests designed to allow a student to demonstrate their understanding of the course material. Customer's training administrator(s) can review the status of students and courses to ensure students are progressing toward an acceptable level of training.

All course content and test data is the property of Customer. Customer grants VRS license to use course content and test data in abstract form for marketing purposes. VRS must seek and receive Customer's approval to disclose data that would reveal Customer's name or the identity of anyone registered in the ELM System.

VR Systems' intellectual property associated with the software developed by VR Systems and the design of the chosen system architecture used to host the ELM System service is proprietary to VRS.

ELM System includes standard data export mechanisms for extracting reports and data relevant to student course activity. Customer's only access to this information is via the System's standard data exports. VRS makes no promise to deliver data in any other form.

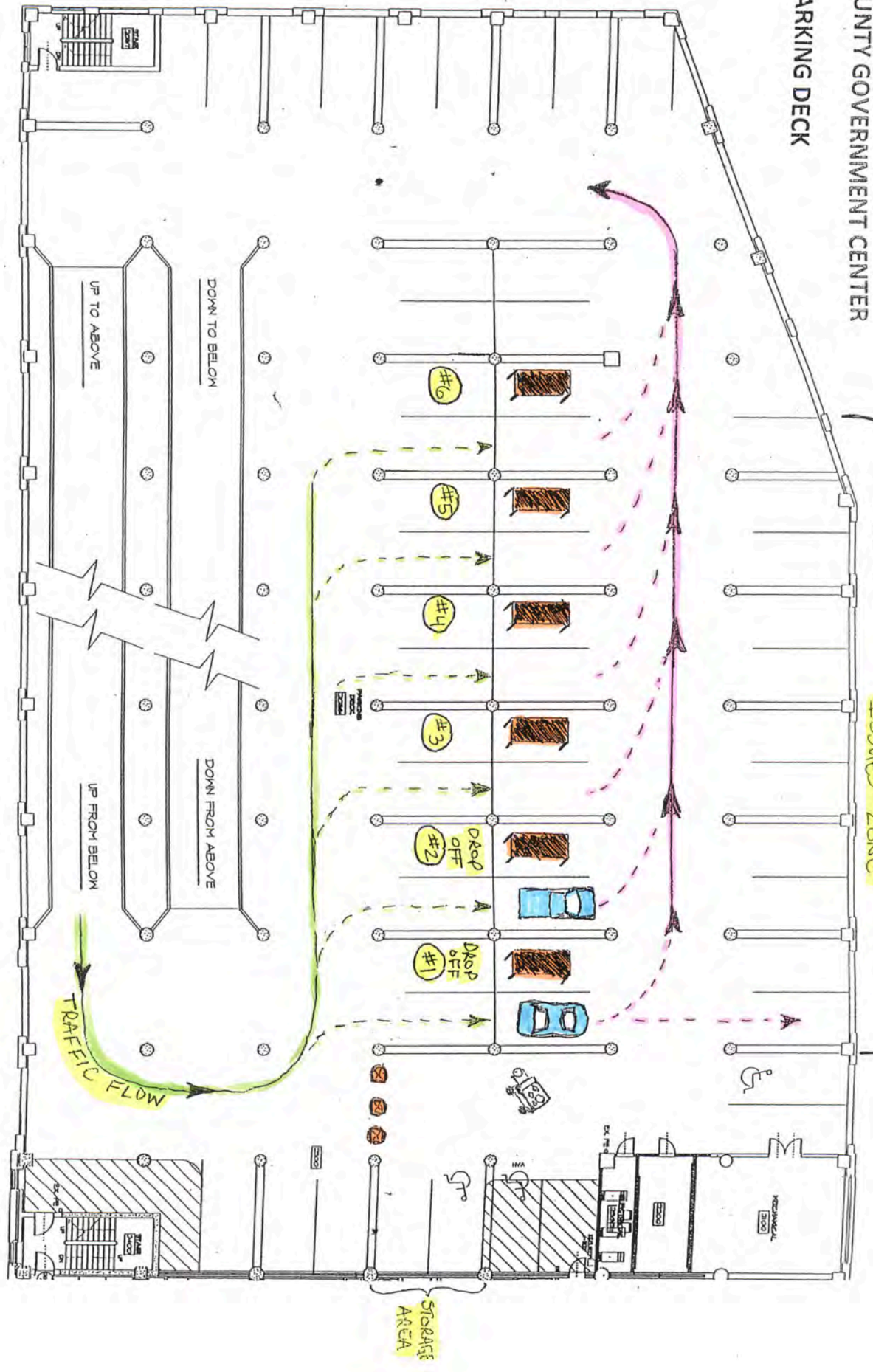
Customer may provide graphics acceptable to VRS' specification for the purpose of branding the training portal. The design layout of the training portal is not customizable other than the placement of the branding graphics.

VRS will provide telephone support. The purpose of this support is to provide "how-to" assistance and trouble-shooting research so that Customer can effectively maintain course content and students can effectively access and complete online courses.

Agenda Item

10

ISSUES ZONE



STORAGE AREA

TRAFFIC FLOW

Drop OFF #2

Drop OFF #1

#6

#5

#4

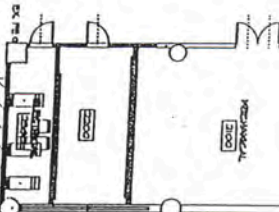
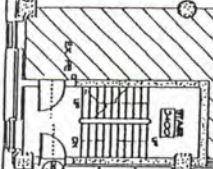
#3

DOWN TO BELOW

UP TO ABOVE

DOWN FROM ABOVE

UP FROM BELOW



ELECTION NIGHT
SUPPLY DROP-OFF (2ND FLOOR)

