

Legislative, Rules & Governmental Operations Committee Meeting
Board of Elections Agenda
May 24, 2022

Committee Members: Supervisor Strough, Driscoll, Conover, Frasier, Thomas, McDevitt and Seeber

- I. Committee Meeting Called to Order by Chair
- II. Approval of minutes of prior Committee Meeting
- III. Action Agenda/New Business Items:
 - a) Ending contract with NTS Voter Registration System and contracting with Hart Next Vote Voter Registration System
- IV. Discussion Items:
 - a) Discussion of newly required Early Voting location in Glens Falls City Hall for the June Primary and possibly August Primary
 - b) Additional Primary due to Re-Districting maps
 - c) "Possible" budget shortage due to above.
- V.: Referrals/Pending Items:
- VI.: Privilege of the Floor and public comment (please allow 15 second delay on live stream meetings)
- V.: Motion to Adjourn

Attachments:

Current NTS Contract
Quote from Hart Next Vote Voter Registration System

RESOLUTION REQUEST FORM NO. 20

MISCELLANEOUS

**Please List All Other Requests Not Covered by Previous Resolution Request Forms Here.
Please attach any backup information available and be as detailed as possible.*

DEPARTMENT NAME: Warren County Board of Elections

DATE: 05/24/2022

(a) Purpose of Request:

**Enter into a new contract with:
Hart InterCivic, Inc.
3800 Quick Hill Road
Austin, Texas 78728**

(b) Details:

**A new, updated and more efficient NYSBOE certified system than we have now
with the NTS System**

**5 yr Contract - Commencement date 01/01/2023 - Termination date 12/31/2027
Not to exceed \$258,101.85 (see yearly breakdown on quote)**

(c) Previous Resolution Number:

432-2019 - NTS DATA

(d) Where are the Funds (if required)? List Budget Code, Object Code, Full Title* and Amount:

**There will be no funds expended from the 2022 Budget for the new contract with
Hart/Next Vote. Expenses will come from the 2023 Budget.**

A.1450.470 Contracts

Sample: A.8021 470 Planning & Community Development – Contract

* as listed in budget and LOGOS

NEXT VOTE

ELECTION MANAGEMENT SYSTEM

Making the lives of elections officials easier.

Meet the Election Management System (EMS) that offers a **single solution** for all election functions and tasks within the election cycle.

NextVote is **secure, reliable, and auditable**. Your needs as the customer are considered at every step. Our modules were designed and developed to easily be adapted to suit your unique requirements.



Putting the needs of elections officials first means:

- Having features at your fingertips that help you manage data, run searches and query a database, generate reports, and create and allocate polling stations
- Access to a system that includes functions for draw-in map capability, and critical deduplication functions
- Seamless integration with existing State identity databases and election management systems
- Your team will be provided with the tools you need to manage and execute your elections effectively, and seamlessly



NextVote Product Modules & Functions

<p>Voter Management</p> <ul style="list-style-type: none"> • Voter Registration & Enrollment • Voter Application Management • Bi-partisan Check • Generate Letters & Attaches to Record 	+	<p>Geographic Information System</p> <ul style="list-style-type: none"> • Redistricting • Boundary Management • GIS Engine (Draw-in Capable) • Assist with Polling Location Placement 	+	<p>Election Management</p> <ul style="list-style-type: none"> • Office/Candidate Management • Petition Management • Election Countdown & Progress Chart • Customizable Checklist • Retrieval of Statistical Data from Archived Elections 	+	<p>Poll Worker & Polling Location Management</p> <ul style="list-style-type: none"> • Scheduling Tool • Auto Generate Letters/ Emails to Poll Workers
					+	<p>Absentee</p> <ul style="list-style-type: none"> • Track Deficiencies & Generate Cure Letters • Email Voter



We are the elections specialist team as devoted as you are.



Exhibit A-1

Quote Number

00009917

Account Name

Warren County, NY

Grand Total

\$258,101.85

Item	Description		Unit Price	Quantity	Total Price
NextVote Migration Services	Data migration, testing, and training		\$23,624.65	1	\$23,624.65
NextVote EMS - Year 1 2023	Annual license, maintenance, and support fee for year 1 (2023)	NTS CURRENT COST \$49,450.00	\$43,290.85	1	\$43,290.85 -\$6,159.15
NextVote EMS - Year 2 2024	Annual license, maintenance, and support fee for year 2 (2024)	NTS CURRENT COST \$49,450.00 IF IT DOES NOT INC.	\$45,022.48	1	\$45,022.48 -\$4,427.52
NextVote EMS - Year 3 2025	Annual license, maintenance, and support fee for year 3 (2025)	NTS CURRENT COST \$49,450.00 IF IT DOES NOT INC.	\$46,823.38	1	\$46,823.38 -\$2,626.62
NextVote EMS - Year 4 2026	Annual license, maintenance, and support fee for year 4 (2026)	NTS CURRENT COST \$49,450.00 IF IT DOES NOT INC.	\$48,696.32	1	\$48,696.32 -\$ 753.68 -\$13,966.97
NextVote EMS - Year 5 2027	Annual license, maintenance, and support fee for year 5 (2027); future fees will be calculated based on registered voter data from the most recent November election		\$50,644.17	1	\$50,644.17
Subtotal					\$258,101.85
Grand Total					\$258,101.85

Bill To 1340 State Route 9, 3rd Floor
Lake George, NY 12845

Ship To 1340 State Route 9, 3rd Floor
Lake George, NY 12845

Customer Contact

Contact Name	William T. VanNess	Alternate Contact	Elizabeth McLaughlin
Email	vannessw@warrencountyny.gov	Alternate Email	mclaughlinb@warrencountyny.gov
Phone	(518) 761-6458	Alternate Phone	(518) 761-6459

General Information

Expiration Date	5/19/2022	Instructions	Please fax with signature to or scan and email to khood@hartic.com to order.
Payment Terms	Net 30		

Terms and Conditions

NextVote Election Management System will be billed annually.
 Taxes will be calculated in conjunction with the Customer based on the final approved price list.
 Out of Scope Items:
 The fees payable to Licensor under this Agreement do not cover any of the following items, which shall be the responsibility of the County:
 - Hosting/Server Infrastructure: County shall be responsible for the provision of all servers on which the NextVote Solution is to be installed and for other hardware necessary for access to and use of the NextVote Solution.
 - Printing: While Licensor, at no additional charge, will interface with a third party vendor so that it can transmit materials for hard copy printing, County shall be responsible for all costs and expenses incurred in connection with the printing and dissemination of all hard-copy materials used by County in connection with elections.
 - Mapping Systems: County shall be responsible for all fees and other charges related to County's license of ESRI or other geographic information software applications.

Hart Approval

Prepared By	Kelley Hood	Title	Account Manager
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Exhibit A-1

Quote Number

00009917

Account Name

Warren County, NY

Grand Total

\$258,101.85

Customer Approval

Name: _____

Title: _____

Customer Approval: _____

Date: _____

MAINTENANCE AND SUPPORT AGREEMENT

This Agreement "Agreement" is made and entered into this 1st day of January, 2020 by and between the County of Warren with offices located at 1340 State Route 9, L George, New York 12845 ("County") and NTS Data Services, LLC, a New York Limited Liability Company with its office and principal place of business at 2079 Sawyer Dr, Niagara Falls, New York 14304 ("NTS").

WHEREAS, the County, on behalf of the Warren County Board of Elections ("BOE"), desires to continue Team/Suite support, maintenance, and virtual database administration services related to signature digitization, voter registration, full document imaging, interface messaging, election management and election reporting, and;

WHEREAS, the BOE in evaluating prospective suppliers of systems and services has selected NTS as best suited to their requirements; and

NOW THEREFORE, in consideration of the mutual covenants contained herein, it is mutually agreed as follows:

1. TERM

The Term of this Agreement is January 1, 2020 to December 31, 2023.

2. HARDWARE & OPERATING SYSTEM SOFTWARE

BOE has opted to provide the PC hardware, hardware maintenance, NTS recommended supporting software and all operating system software required to support all workstations and servers of the licensed systems.

Prior to the purchase of hardware, supporting software and operating system, and continuing for the Term of this Agreement, NTS shall review and approve all purchases related to the implementation of the NTS application software. If the NTS approved hardware and software implementation is deviated from and operational problems develop, the time spent by NTS to resolve the problems shall be billable to BOE at a rate of \$75.00 per hour.

In addition, if in the resolution of an operational problem, it is ultimately shown to be a hardware, network operating system or any other non-application software related problem, the NTS time required to resolve the problem shall be billable at a rate of \$175.00 per hour.

For the Term of this Agreement, BOE agrees to purchase and maintain up-to-date versions of NTS recommended diagnostic software to assist in the determination and resolution of system related problems.

3. SOFTWARE MAINTENANCE FEE-TERM OF AGREEMENT

Software maintenance for Team/Suite voter registration, interface messaging, election management, Workflow Management and election reporting is included in the pricing set forth in this agreement. This maintenance shall include periodic upgrades and new releases of the licensed software. Software maintenance shall commence on January 1, 2020 and conclude on December 31, 2023.

4. HOTLINE SUPPORT

Invoices for Hotline Services beyond the not-to-exceed twelve (12) hours in any one month will be mailed to the Board of Elections and shall be billed at a rate of \$175.00 per hour. Payment is due within thirty (30) days of receipt of invoice. Hotline support shall be available between the hours of 9:00 AM and 5:00 PM, Monday through Friday, exclusive of holidays.

5. APPLICATION SOFTWARE INSTALLATION AND CONFIGURATION

BOE shall provide means for authorized remote access into the BOE system by NTS to facilitate application software installation. This remote access may be via Virtual Private Network, LogMein or any other mutually acceptable connection method. NTS shall complete application software installation remotely and perform software testing through this connection. For the Term of this Agreement, remote access and security rights shall be provided to NTS in order to facilitate installation of application software updates for the BOE.

6. ELECTION NIGHT REPORTING

For the term of this Agreement, NTS shall provide BOE hosted Web based services allowing BOE to post unofficial election night results based on export files created from the Dominion Election Management System. This hosted service will also provide the ability to enter absentee, affidavit and over/under votes allowing reports to be created for official election certification.

7. VIRTUAL DBA SERVICE

For the Term of this Agreement, NTS will perform the following Virtual Database Administrator functions:

- Create SQL database backup scripts.
- Maintain SQL user ID and security information necessary for the operation of TEAM/Suite and IMS.
- Periodically Reindex the databases, update statistics, and manage transaction log size.

The COUNTY will be responsible for:

- Acquiring upgrades to SQL as necessary.
- Allowing access for NTS to accomplish OBA work.
- Performing regular backups of all applications, data, and critical systems and servers.
- Verifying the integrity and validity of the backups.

June 26, 2020

- Protecting the backed-up data and ensuring backups are kept securely and offsite.
- Conducting routine test restores from backups.

8. PRICING

Pricing for support, maintenance, and virtual database administration services related to Team/Suite Voter registration, Workflow Management, interface messaging, election management and election reporting is detailed below:

Invoices will be mailed to the County each due date.

On January 15, 2020 the County shall make a payment of \$49,450.00 to NTS.
On January 15, 2021 the County shall make a payment of \$49,450.00 to NTS.
On January 15, 2022 the County shall make a payment of \$49,450.00 to NTS.
On January 15, 2023 the County shall make a payment of \$49,450.00 to NTS.

It is understood and agreed by and between both parties that the County is a tax-exempt entity, and therefore shall not be charged any tax on this transaction. Within 30 days of each of the above due dates the County shall make the payment indicated.

9. ASSIGNMENT

No assigning of this Agreement may occur without consent of the County and the County shall not be deemed obligated to this Agreement until such time as a resolution has been adopted by the Board of Supervisors and this Agreement has been signed by the Chairman of the Board of Supervisors for the County.

10. INSURANCE REQUIREMENTS

a. The Provider shall carry General Liability coverage in the amounts of at least \$1,000,000 per occurrence and \$2,000,000 aggregate Automobile Liability with limits of at least \$1,000,000 and an Umbrella policy of at least \$2,000,000 with respect to the Provider and any of its employees or agents. The Provider shall name the County as an additional insured on a primary, non-contributory basis to the Provider's General Liability policy. The Provider is also required to carry Workers' Compensation and Disability Insurance. All coverage must be issued by an insurance company admitted doing business in New York State and maintaining an

- M. Best rating of A- or better.

11. NTS Data Services, LLC acknowledges that failure to obtain such insurance on behalf of Warren County, its boards, officers and employees constitutes a material breach of contract and subjects it to liability for damages, indemnification and all other legal remedies available to the municipality. NTS Data Services, LLC is to provide Warren County with a Certificate of Insurance, evidencing that the above

requirements have been met, upon request and not later than prior to the commencement of work or use of the facilities. The failure of Warren County to object to the contents of the Certificate or the absence of the same shall not be deemed a waiver of any and all rights held by Warren County. In addition to the foregoing, Warren County may; at any time, request a copy of the policies of insurance providing the coverage required herein, and the contractor shall, within ten (10) days furnish copies of said policies.

11. CONFIDENTIALITY

Each party agrees that it shall not disclose to any third party any confidential, financial, or business information of the other party which it learns during the course of its performance of this Agreement, without the prior written consent of such other party, except that BOARD is bound by the NYS Freedom of Information Law and compliance with that statute and relevant case law shall preclude any claim of breach hereunder. This obligation shall survive the cancellation or other termination of this Agreement.

12. TERMINATION CLAUSE

This agreement may be terminated by either party, giving thirty (30) days written notice of their intention to the other party.

13. INDEPENDENT CONTRACTOR

Both parties hereto, in the performance of this Agreement, will be acting in an individual capacity and not as agents, employees, partners, joint ventures or associates of one another. The employees or agents of one party shall not be deemed or construed to be the employees or agents of the other party for any purposes whatsoever.

14. INDEMNIFICATION

To the fullest extent permitted by law, NTS shall indemnify, hold harmless and defend Warren County, its boards; officers, employees and volunteers against any and all losses, claims, actions, demands, damages, liabilities, or expenses, including but not limited to attorney's fees and all other costs of defense, by reason of the liability imposed by law or otherwise upon Warren County, its boards, officers, employees and volunteers for damages because of bodily injuries, including death, at any time resulting therefrom, sustained by any person or persons, including NTS' employees, or on account of damages to property including loss of use thereof, arising directly or indirectly from the performance of NTS' work or from any of the acts or omissions on the part of NTS, its employees, agents, representatives, materialmen, suppliers, and/or subcontractors, guests and invitees. If such indemnity is made void or otherwise impaired by any law controlling the construction thereof, such indemnity shall be deemed to conform to the indemnity permitted by law, so as to require indemnification, in whole or in part, to the fullest extent permitted by law.

NTS shall strictly observe and comply with all safety laws, rules, and regulations (including but not limited to the Federal Occupational Safety and Health Act, the New York Labor Law, and all regulations promulgated pursuant to such laws) and to provide such protection as necessary to

IN WITNESS THEREOF, the parties have executed this Agreement as of the day and year first above written.

ACCEPTED FOR:

WARREN COUNTY BOARD OF ELECTIONS

By: Frank E. Thomas
Chairman, Warren County Board of Supervisors

Date: 2/18/20

NTS DATA SERVICES, LLC

By: Mark Moore
Vice President

Date: 2/24/2020

Approved as to Form:

[Signature]
Warren County Attorney

protect its workers and the workers of other contractors. In the event that additional safety measures are required, NTS agrees that it will install or procure such additional safety measures at its sole expense.

15. APPROPRIATIONS

It is understood by and between the parties hereto that this Agreement shall be deemed executory only to the extent of the monies available to the County for the performance of the terms hereof and no liability on account thereof shall be incurred by the County beyond monies available to or appropriated by the County for the purpose of the Agreement and that said Agreement shall automatically terminate upon the termination of County, State or Federal funding available for such contract purpose.

16. ORIGINAL AGREEMENT AND RENEWAL AGREEMENT-INCORPORATED HEREIN

All provisions of the original Full Service Voter Registration, Signature Digitization and Election Night Reporting Purchase and Installation Agreement executed on April 12, 1999, Addendum "A" NTS Supplemental Software License Agreement executed on April 12, 1999 and the Renewal Agreement executed on March 4, 2009 remain in effect unless specifically superseded by this Agreement and all other terms and conditions therein shall be of equal force and effect to the services provided herein.

IN WITNESS THEREOF, the parties have executed this Agreement as of the day and year first above written.

ACCEPTED FOR:

WARREN COUNTY BOARD OF ELECTIONS

By: _____ Date: _____
Chairman, Warren County Board of Supervisors

NTS DATA SERVICES, LLC

By: _____ Date: _____
Mark Moore



NTSDA-1

OP ID: CW

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
07/22/2019

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER United Insurance Agency, Inc. 90 Bryant Woods South Amherst, NY 14228	716-632-6118	CONTACT NAME: Carol Wirth
		PHONE (A/C, No, Ext): 716-632-6118
		FAX (A/C, No): 716-631-5045
		E-MAIL ADDRESS: cwirth@uia.com
INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A:	Hartford Casualty Ins.	29424
INSURER B:	Citizens Ins Co of America	31634
INSURER C:		
INSURER D:		
INSURER E:		
INSURER F:		

INSURED NTS Data Services, LLC
NTS Data Services, Inc.
2079 Sawyer Drive
Niagara Falls, NY 14304-2962

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR (NSD, WVD)	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
B	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Employee Benefits GENL AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	Y	OBSA344579-06	08/14/2019	08/14/2020	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Per occurrence) \$ 300,000 MED EXP. (Any one person) \$ 10,000 PERSONAL & AOV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMPROP AGG \$ 2,000,000 Emp Ben. \$ 1,000,000
B	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY		OBSA344579-06	08/14/2019	08/14/2020	COMBINED SINGLE LIMIT (Per accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTIONS 0		OBSA344579-06	08/14/2019	08/14/2020	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY. <input type="checkbox"/> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N/A	01WBCLX1137	08/14/2019	08/14/2020	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Warren County, its Board, officers and employees are Additional Insureds on a primary & non contributory basis under the General Liability policy to the extent of the written contract, not to exceed the limits shown above.

CERTIFICATE HOLDER	CANCELLATION
WARREBC	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
Warren County Board of Elections 1340 State Route 9 Lake George, NY 12845-9803	AUTHORIZED REPRESENTATIVE <i>Edward C. Keli</i>



Workers' Compensation Board

**CERTIFICATE OF
NYS WORKERS' COMPENSATION INSURANCE COVERAGE**

<p>1a. Legal Name & Address of Insured (use street address only) NTS Data Services, LLC NTS Data Services, Inc. 2079 Sawyer Drive Niagara Falls NY 14304</p> <p>Work Location of Insured (Only required if coverage is specifically limited to certain locations in New York State, i.e., a Wrap-Up Policy)</p>	<p>1b. Business Telephone Number of Insured 1-800-458-3820</p> <p>1c. NYS Unemployment Insurance Employer Registration Number of Insured</p> <p>1d. Federal Employer Identification Number of Insured or Social Security Number 16-1580300 16-1479711</p>
<p>2. Name and Address of the Entity Requesting Proof of Coverage (Entity Being Listed as the Certificate Holder) Warren County Board of Elections 1340 State Route 9 Lake George NY 12845-9803</p>	<p>3a. Name of Insurance Carrier Hartford Casualty Insurance Co.</p> <p>3b. Policy Number of entity listed in box "1a" 01 WBC LX1137</p> <p>3c. Policy effective period <u>8-14-19</u> to <u>8-14-20</u></p> <p>3d. The Proprietor, Partners or Executive Officers are <input checked="" type="checkbox"/> included. (Only check box if all partners/officers included) <input type="checkbox"/> all excluded or certain partners/officers excluded.</p>

This certifies that the insurance carrier indicated above in box "3" insures the business referenced above in box "1a" for workers' compensation under the New York State Workers' Compensation Law. (To use this form, New York (NY) must be listed under Item 3A on the INFORMATION PAGE of the workers' compensation insurance policy). The Insurance Carrier or its licensed agent will send this Certificate of Insurance to the entity listed above as the certificate holder in box "2".

The insurance carrier must notify the above certificate holder and the Workers' Compensation Board within 10 days IF a policy is canceled due to nonpayment of premiums or within 30 days IF there are reasons other than nonpayment of premiums that cancel the policy or eliminate the insured from the coverage indicated on this Certificate. (These notices may be sent by regular mail.) Otherwise, this Certificate is valid for one year after this form is approved by the insurance carrier or its licensed agent, or until the policy expiration date listed in box "3c", whichever is earlier.

This certificate is issued as a matter of information only and confers no rights upon the certificate holder. This certificate does not amend, extend or alter the coverage afforded by the policy listed, nor does it confer any rights or responsibilities beyond those contained in the referenced policy.

This certificate may be used as evidence of a Workers' Compensation contract of insurance only while the underlying policy is in effect.

Please Note: Upon cancellation of the workers' compensation policy indicated on this form, if the business continues to be named on a permit, license or contract issued by a certificate holder, the business must provide that certificate holder with a new Certificate of Workers' Compensation Coverage or other authorized proof that the business is complying with the mandatory coverage requirements of the New York State Workers' Compensation Law.

Under penalty of perjury, I certify that I am an authorized representative or licensed agent of the insurance carrier referenced above and that the named insured has the coverage as depicted on this form.

Approved by: Edward C. Gelia, Jr.

Approved by: Edward C. Gelia, Jr. (Print name of authorized representative or licensed agent of insurance carrier)
 (Signature) 9/18/19 (Date)

Title: Executive Vice-President

Telephone Number of authorized representative or licensed agent of insurance carrier: 716-632-6118

Please Note: Only insurance carriers and their licensed agents are authorized to issue Form C-105.2. Insurance brokers are NOT authorized to issue it.



**Workers'
Compensation
Board**

**CERTIFICATE OF INSURANCE COVERAGE
DISABILITY AND PAID FAMILY LEAVE
BENEFITS LAW**

PART 1. To be completed by Disability and Paid Family Leave Benefits Carrier or Licensed Insurance Agent of that Carrier

<p>1a. Legal Name and Address of Insured (Use street address only)</p> <p>NTS Data Services LLC 2079 Sawyer Drive Niagara Falls, NY 14304</p> <p><i>Work Location of Insured (Only required if coverage is specifically limited to certain locations in New York State, i.e., a Wrap-Up Policy)</i></p>	<p>1b. Business Telephone Number of Insured 716-691-4455</p> <p>1c. Federal Employer Identification Number of Insured or Social Security Number 16-1580300</p>
<p>2. Name and Address of the Entity Requesting Proof of Coverage (Entity Being Listed as the Certificate Holder)</p> <p>WARREN COUNTY BOARD OF ELECTIONS 1340 STATE ROUTE 9 LAKE GEORGE, NY 12845</p>	<p>3a. Name of Insurance Carrier The Guardian Life Insurance Company of America</p> <p>3b. Policy Number of entity listed in box "1a": 00937226-0107</p> <p>3c. Policy effective period: 07/01/2019 to 07/01/2020</p>

4. Policy provides the following benefits:

- A. Both disability and paid family leave benefits.
- B. Disability benefits only.
- C. Paid family leave benefits only.

5. Policy covers:

- A. All of the employer's employees eligible under the NYS Disability and Paid Family Leave Benefits Law.
- B. Only the following class or classes or employer's employees:

Under penalty of perjury, I certify that I am an authorized representative or licensed agent of the insurance carrier referenced above and that the named insured has NYS Disability and/or Paid Family Leave Benefits insurance coverage as described above.

Date Signed: 07/02/2019

By: Raymond J. Marra **Raymond J. Marra**
(Signature of insurance carrier's authorized representative or NYS Licensed Insurance Agent of that Insurance carrier)

Telephone Number: 1-888-278-4542

Title: Senior Vice President, Group and Worksite Markets

IMPORTANT: If Box "4a" is checked, and this form is signed by the insurance carrier's authorized representative or NYS Licensed Insurance Agent of that carrier, this certificate is COMPLETE. Mail it directly to the certificate holder. If Box "4b, 4c or 5b" is checked, this certificate is NOT COMPLETE for purposes of Section 220, Subd. 8 of the NYS Disability and Paid Family Leave Benefits Law. It must be mailed for completion to the Workers' Compensation Board, DB Plans Acceptance Unit, PO Box 5200, Birmingham, NY 13902-5200.

PART 2. To be completed by NYS Workers' Compensation Board (Only if box "4c or 5b" of Part 1 has been checked)

**State Of New York
Workers' Compensation Board**

According to information maintained by the NYS Workers' Compensation Board, the above-named employer has complied with the NYS Disability and Paid Family Leave Benefits Law with respect to all of his/her employees.

Date Signed:

By: _____

(Signature of NYS Workers' Compensation Board Employee)

Telephone Number:

Title:

Please Note: Only insurance carriers licensed to write NYS disability and paid family leave benefits insurance policies and NYS licensed insurance agents of those insurance carriers are authorized to issue Form DB-120.1. Insurance brokers are NOT authorized to issue this form.

Additional Instructions for Form DB-120.1

By signing this form, the insurance carrier identified in box "3" on this form is certifying that it is insuring the business referenced in box "1a" for disability and/or paid family leave benefits under the New York State Disability and Paid Family Leave Benefits Law. The Insurance Carrier or its licensed agent will send this Certificate of Insurance to the entity listed as the certificate holder in box "2".

The insurance carrier must notify the certificate holder and the Workers' Compensation Board within 10 days IF a policy is cancelled due to non-payment of premiums or within 30 days IF there are reasons other than nonpayment of premiums that cancel the policy or eliminate the insured form coverage indicated on this certificate. (these notices may be sent by regular mail.) Otherwise, this Certificate is valid for one year after this form is approved the by the insurance carrier or its licensed agent, or until the policy expiration date listed in Box 3c, whichever is earlier. cancelled for any other reason or if the insured is otherwise eliminated from the coverage indicated on this certificate prior to the end of the policy effective period?

This certificate is issued as a matter of information only and confers no rights upon the certificate holder. This certificate does not amend, extend or alter the coverage afforded by the policy listed, nor does it confer any rights or responsibilities beyond those contained in the referenced policy.

This certificate may be used as evidence of a Disability and/or Family Leave Benefits contract of insurance only while the underlying policy is in effect.

Please Note: Upon the cancellation of the disability and/or paid family leave benefits policy indicated on this form, if the business continues to be named on a permit, license or contract issued by a certificate holder, the business must provide that certificate holder with a new Certificate of NYS Disability and/or Paid Family Leave Benefits Coverage or other authorized proof that the business is complying with the mandatory coverage requirements of the New York State Disability and Paid Family Leave Benefits Law.

DISABILITY AND PAID FAMILY LEAVE BENEFITS LAW

§220.Subd. 8

- (a) The head of a state or municipal department, board, commission or office authorized or required by law to issue any permit for or in connection with any work involving the employment of employees in employment as defined in this article, and notwithstanding any general or special statute requiring or authorizing the issue of such permits, shall not issue such permit unless proof duly subscribed by an insurance carrier is produced in a form satisfactory to the chair, that the payment of disability benefits for all employees has been secured as provided by this article. Nothing herein, however, shall be construed as creating any liability on the part of such state or municipal department, board, commission or office to pay any disability benefits to any such employee if so employed.

(a) The head of a state or municipal department, board, commission or office authorized or required by law to enter into any contract for or in connection with any work involving the employment of employees in employment as defined in this article and notwithstanding any general or special statute requiring or authorizing any such contract, shall not enter into any such contract unless proof duly subscribed by an insurance carrier is produced in a form satisfactory to the chair, that the payment of disability benefits for all employees has been secured as provided by this article.

(a)

Warren County Board of Supervisors

RESOLUTION NO. 432 OF 2019

RESOLUTION INTRODUCED BY SUPERVISORS LOEB, LEGGETT, SOKOL, HYDE, MAGOWAN, HOGAN, WILD, DRISCOLL AND DICKINSON

AMENDING AGREEMENT WITH NTS DATA SERVICES, LLC TO PROVIDE FULL DOCUMENT IMAGING TECHNOLOGY AND RELATED SERVICES TO THE BOARD OF ELECTIONS

WHEREAS, pursuant to Resolution No. 409 of 2018, the Chairman of the Board of Supervisors was authorized to execute an agreement with NTS Data Services, LLC, 2079 Sawyer Drive, Niagara Falls, New York 14304, for a five (5) year term commencing January 1, 2019 and terminating on December 31, 2023 in an amount not to exceed Forty-Eight Thousand Six Hundred Twenty Dollars (\$48,620) per year for the following services: Voter registration, signature digitization, full document imaging, election management, election reporting and interface messaging, maintenance and support, poll book keeping, virtual database administration services, software maintenance with periodic upgrades and new releases of licensed software, hotline services of up to 12 hours per month at no additional cost, and additional services, if necessary, charged at the rate of One Hundred Seventy-Five Dollars (\$175) per hour, and

WHEREAS, the Commissioners for the Board of Elections are requesting that the agreement be amended to include the Scan-Flow system for an additional amount of Three Thousand Four Hundred Fifty Dollars (\$3,450) in the year 2020 and Four Thousand Nine Hundred Fifty Dollars (\$4,950) in the years 2021, 2022 and 2023, now, therefore, be it

RESOLVED, that the agreement with NTS Data Services, LLC, be, and hereby is, amended to include the Scan-Flow system for an additional amount of Three Thousand Four Hundred Fifty Dollars (\$3,450) in the year 2020 and Four Thousand Nine Hundred Fifty Dollars (\$4,950) in the years 2021, 2022 and 2023, in a form approved by the County Attorney,

RESOLVED, other than the charges outlined herein, all other terms and conditions of Resolution No. 409 of 2018 will remain the same.