

RESOLUTION NO. 2005-224

RESOLUTION BY THE FINANCE AND HUMAN RESOURCES COMMITTEE AUTHORIZING THE TRANSFER OF \$26,812 FROM THE CONTINGENCY FUND TO THE RACINE COUNTY CLERK'S 2006 BUDGET AND AUTHORIZING A CONTRACT BETWEEN RACINE COUNTY AND RACINE COUNTY'S EIGHTEEN (18) MUNICIPALITIES TO COORDINATE THE PURCHASE OF HAVA-COMPATIBLE POLLING MACHINES AND AUTHORIZE A RELATED APPLICATION FOR REIMBURSEMENT FROM THE STATE OF WISCONSIN FOR UP TO \$384,000 AND AUTHORIZING A WAIVER OF BIDDING REQUIREMENTS AND CONTRACT BETWEEN RACINE COUNTY AND A STATE-APPROVED POLLING MACHINE VENDOR

To the Honorable Members of the Racine County Board of Supervisors:

BE IT RESOLVED by the Racine County Board of Supervisors that the transfer of funds from the Contingency account and within the Racine County Clerks' 2006 budget as set forth in Exhibit "A" which is attached hereto and incorporated herein for the purchase of a system software upgrade is authorized and approved.

BE IT FURTHER RESOLVED by the Racine County Board of Supervisors that the contract between Racine County and the individual Racine County municipalities as set forth in Exhibit "B" which is attached hereto is authorized and approved.

BE IT FURTHER RESOLVED by the Racine County Board of Supervisors that execution of the Wisconsin State Elections Board application (known as the "Accessible Voting Equipment Funding Application") for reimbursement of total costs associated with the purchase of as set forth in Exhibit "C" which is attached hereto is authorized and approved.

BE IT FURTHER RESOLVED by the Racine County Board of Supervisors that the contract between Racine County and Command Central for the purchase and delivery of Sequoia Voting Systems as set forth in Exhibit "D" which is attached hereto is authorized and approved.

BE IT FURTHER RESOLVED by the Racine County Board of Supervisors that pursuant to Sec. 7-230 of the Racine County Code of Ordinances, any and all bidding requirements are waived.

BE IT FURTHER RESOLVED by the Racine County Board of Supervisors that any two of the County Clerk, the County Executive or the County Board Chairman are authorized to executed any contracts, agreements or other documents necessary to carry out the intent of this resolution.

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3 Respectfully submitted,

4
5 1st Reading _____

**FINANCE AND HUMAN RESOURCES
COMMITTEE**

6
7 2nd Reading _____

8
9 **BOARD ACTION**

10 Adopted _____

11 For _____

12 Against _____

13 Absent _____

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15 VOTE REQUIRED: 2/3's M.E.

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17 Prepared by:
18 Corporation Counsel

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29 **INFORMATION ONLY**

30
31 **WHEREAS**, the State of Wisconsin has developed a plan to implement the requirements
32 of the federal Help America Vote Act of 2002 ("HAVA") and has allocated \$18,000,0000 to
33 reimburse municipalities for the purchase of one HAVA-compliant voting machine in each of
34 their polling places within their jurisdiction.

35
36 **WHEREAS**, upon information and belief, the eighteen (18) individual municipal clerks
37 are all in support of the arrangement that provides for the County Clerk to coordinate and
38 manage the purchase and delivery of a uniform ADA-compliant voting system for the sixty four
39 (64) individual polling places in Racine County.

40
41 **WHEREAS**, a selection panel of the Wisconsin State Elections Board approved for
42 state-wide use the Sequoia Voting System's HAVA-compliant Edge voting system at a meeting
43 in Brookfield on Wednesday March 22, 2006.

44
45 **WHEREAS**, the upgrade of system Windows-based software is necessary for the
46 Clerk's office to test the new machines and also provide an interface between the new HAVA-
47 compatible machines with the current generation of voting machines throughout the County.

48
49 **WHEREAS**, by coordinating the purchase, the Clerks office can better assure that the
50 voting systems utilized in the many locations around the County are uniform and compatible.
51

EXHIBIT "A"

ACCOUNT NAME	ACCOUNT NUMBER	CURRENT BUDGET	CURRENT BALANCE	TRANSFER	BUDGET AFTER TRANSFER	BALANCE AFTER TRANSFER
CONTINGENT FUND						
CONTINGENCY ACCOUNT	10590.8503	178,817	178,817	(26,812)	152,005	152,005
COUNTY CLERK - ELECTIONS						
STATE ELECTION PROJECT	NEW ACCOUNT	0	0	(384,000)	(384,000)	(384,000)
	TOTAL SOURCES			(410,812)		
TRAINING	NEW ACCOUNT	0	0	6,000	6,000	6,000
OFFICE SUPPLIES	NEW ACCOUNT	0	0	308	308	308
CAPITAL EQUIPMENT	NEW ACCOUNT	5,000	4,188	31,232	36,232	35,420
CAPITAL EQUIP - MUNIS	NEW ACCOUNT	0	0	333,440	333,440	333,440
OFFICE SUPPLIES - MUNIS	NEW ACCOUNT	0	0	4,120	4,120	4,120
HARDWARE MAINT MUNIS	NEW ACCOUNT	0	0	16,640	16,640	16,640
OTHER PROJECT COSTS	NEW ACCOUNT	0	0	19,072	19,072	19,072
	TOTAL USES			410,812		
				0		

ITEMS TO BE PURCHASED

Capital Equipment - County

DESCRIPTION	QUANTITY	UNIT COST	TOTAL COST
WinEDS Software 3.1 (Election Software)	1	25,000	25,000
Edge II	2	4,085	8,170
HAAT with activator, accumulator & modem	2	1,125	2,250
Total cost of County Capital			35,420

Capital Equipment - Munis

DESCRIPTION	QUANTITY	UNIT COST	TOTAL COST
Edge II	64	4,085	261,440
HAAT with activator, accumulator & modem	64	1,125	72,000
Total cost of Muni Capital			333,440

Breakdown of all Muni Costs by Polling Place

DESCRIPTION	QUANTITY	UNIT COST	TOTAL COST
Edge II	1	4,085.00	4,085.00
HAAT with activator, accumulator & modem	1	1,125.00	1,125.00
Paper Rolls	10	2.75	27.50
Activation Cards	10	3.00	30.00
Seals (per package of 100)	1	20.00	20.00
Maintenance - Edge II	1	210.00	210.00
Maintenance - HAAT	1	50.00	50.00
Total Cost per Polling Location			5,547.50

(There will be extra seals ordered for Village of Mt. Pleasant, Caledonia and the City of Racine)

Any funds remaining in the Hardware Maintenance Munis will automatically be carried into 2007

FINANCE COMMITTEE RECOMMENDATION

After reviewing the Resolution/Ordinance and fiscal information supplied, your Finance Committee recommends FOR--AGAINST adoption.

REASONS

FOR

AGAINST

INTERGOVERNMENTAL COOPERATIVE AGREEMENT
TO FACILITATE PURCHASE OF
ACCESSIBLE VOTING SYSTEM

THIS AGREEMENT IS MADE between Racine County, Wisconsin, ("Racine County") and _____, a Racine County municipal unit of government ("Municipality"). Racine County and Municipality are collectively referred to in this Agreement as ("Parties").

WHEREAS, in order to comply with the requirements of the Help America Vote Act of 2002 ("HAVA"), the State Elections Board has allocated Eighteen Million Dollars (\$18,000,000) in federal HAVA funds for the purchase of one (1) accessible voting system (the "system" or "systems") as required by HAVA for each polling location in the State of Wisconsin, and

WHEREAS, the Elections Board is offering reimbursement of up to Six Thousand Dollars (\$6,000.00) for the purchase of one (1) accessible voting system per polling place for each of the sixty-four (64) polling places in Racine County, and

WHEREAS, it would be more efficient for Racine County, through its County Clerk to provide a coordinating role in the acquisition process of the systems for the sixty-four (64) polling places in Racine County on behalf of Municipality and the other seventeen (17) municipalities in Racine County that must otherwise obtain the systems for their polling places;

IT IS HEREBY AGREED AS FOLLOWS:

1. Racine County agrees to submit an Accessible Voting Equipment Funding application on behalf of Municipality to the State Elections Board.
2. Racine County shall purchase on behalf of Municipality for each of its polling places the following accessible voting equipment:

Edge II – Firmware Version 5.0
Card Activator/Accumulator (HAAT) – Version 1.0
Results Cartridges
Start-up Supplies (paper rolls, machine seals, and activation cards)
Freight
Training
WinEDS Programming Software – Version 3.1
Warranty and Extended Warranty Agreements

3. Racine County will make the advance payment to vendor for the total sum necessary to purchase the accessible voting systems and accessories, but not more than Six Thousand Dollars (\$6,000.00), the maximum amount of the reimbursement funding per polling place.
4. Racine County will receive the reimbursement funding from the State Election Commission for the advance payment to the vendor. In the event that the State Election Commission pays the reimbursement funding to Municipality, Municipality shall the full amount of reimbursement funding to Racine County within thirty (30) days of receipt.
5. In the event Racine County does not receive the reimbursement funding, Municipality shall remit to Racine County within thirty (30) days of notification the actual total costs Racine County paid to the vendor to purchase the system.
6. Municipality certifies that it is eligible to receive the benefits of this Agreement because its polling places are fully accessible based upon the Wisconsin State Elections Board Polling Place Accessibility Survey. Municipality understands that it must provide an accessible polling place complying with the accessibility, privacy, and independence requirements of HAVA regardless of this Agreement.
7. In the event Municipality is deemed not to qualify for system reimbursement because its polling places are not fully accessible or for any other reason and Racine County is required to reimburse the State Elections Commission the funding related to the system purchased for Municipality, Municipality shall promptly pay that sum to the State Elections Board in lieu of the County's obligation.
8. Unless the Parties agree, the system will be delivered to the office of the Racine County Clerk at the Ives Grove County Complex, 14200 Washington Avenue, Sturtevant, WI 53177, and it will be the responsibility of Municipality to transport the system to Municipality's polling location.
9. Unless the Parties agree, Municipality will store the system at the polling location or such other location of Municipality as approved by the Racine County Clerk.
10. Title to the system software will be in the name of Racine County, and title to the system hardware will be in the name of Municipality.
11. Municipality shall be solely responsible for the proper use and operation of the system in conducting its elections.

12. Except for the start-up supplies provided with the purchase under Paragraph 2 above, all supplies associated with the operation of the system shall be solely the expense and responsibility of Municipality.

13. Except for the start-up training provided with the purchase under Paragraph 2 above, all training associated with the operation of the system shall be solely the expense and responsibility of Municipality.

14. Except for the repairs provided for in the standard warranty and extended warranty agreements provided with the purchase under Paragraph 2 above, all repairs associated with the operation of the system shall be solely the expense and responsibility of Municipality.

15. Ownership of the voting system vests with the Municipality upon execution of this Agreement.

16. Municipality shall be entitled to the exclusive use of the system hardware as long as it complies with all of the terms and conditions of this Agreement. County will utilize the system software to program Municipality's hardware at no charge to Municipality as long as Municipality maintains its hardware in proper working order.

17. Notices required or deemed advisable under this Agreement shall be placed in writing and delivered personally or by mail upon Racine County to **Joan Rennert, County Clerk, RACINE COUNTY, 730 Wisconsin Avenue, Racine, WI 53403**, and upon Municipality at the office of its Clerk.

18. The parties agree fully to indemnify and hold one another harmless from and against all claims, actions, judgments, costs, and expenses arising out of damages or injuries to third persons or their property caused by the fault or negligence of the said party, its agents or employees in the performance of this Agreement. The parties shall give to each other prompt and reasonable notice of any such claims or actions and the other party shall have the right to investigate, compromise, and defend the same.

19. No waiver of any breaches of this Agreement shall be held to be a waiver of any other or any subsequent breaches. All remedies afforded in this Agreement shall be considered to be cumulative and in addition to any other remedies provided by law.

20. This Agreement shall be governed under the laws of the State of Wisconsin and is made at **Racine** County, Wisconsin, and venue for any legal action to enforce the terms of this Agreement shall be in **Racine** County Circuit Court.

21. The parties agree that there shall be no assignment or transfer of this Agreement nor of any interests, rights, or responsibilities herein contained except as agreed to in writing.

22. There shall be no modifications to this Agreement except in writing signed by both parties.

23. The entire agreement of the parties is contained herein and this Agreement supersedes all previous agreements whether written or oral and all negotiations as well as any previous agreements presently in effect between Racine County and Municipality relating to the subject matter of this Agreement.

All parties hereto having read and understood the entirety of this Agreement consisting of four (4) typewritten pages hereby affix their duly authorized signatures.

RACINE COUNTY

MUNICIPALITY

By: _____
Joan Rennert
County Clerk

By: _____

Dated: _____

Dated: _____

By: _____

Dated: _____