

RESOLUTION NO. 2014-47

RESOLUTION BY THE GOVERNMENT SERVICES COMMITTEE AUTHORIZING THE TRANSFER OF \$42,260.00 WITHIN THE RACINE COUNTY CLERK'S 2014 BUDGET AND AUTHORIZING A CONTRACT BETWEEN RACINE COUNTY AND RACINE COUNTY'S SEVENTEEN (17) MUNICIPALITIES TO COORDINATE THE PURCHASE OF EXTENDED HARDWARE MAINTENANCE AGREEMENTS FOR THE HAVA-COMPLIANT VOTING MACHINES AND AUTHORIZE A RELATED APPLICATION FOR REIMBURSEMENT FROM THE STATE OF WISCONSIN FOR UP TO \$42,260.00 AND AUTHORIZING A WAIVER OF BIDDING REQUIREMENTS AND CONTRACT BETWEEN RACINE COUNTY AND A STATE-APPROVED VOTING EQUIPMENT 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 within the Racine County Clerk's 2014 budget as set forth in Exhibit "A" 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 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 Government Accountability Board application (known as the "Accessible Voting Equipment Reimbursement Request") for reimbursement of total costs associated with the purchase of extended hardware maintenance agreements 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 of extended hardware maintenance agreements 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 execute 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 _____

**GOVERNMENT SERVICES
COMMITTEE**

6
7 2nd Reading _____

8
9 BOARD ACTION

Pamela Zenner-Richards, Chairman

10 Adopted _____

11 For _____

12 Against _____

13 Absent _____

Ronald Molnar, Vice-Chairman

14
15 VOTE REQUIRED: 2/3's M.E.

John A. Wisch, Secretary

16
17 Prepared by:
18 Corporation Counsel

Janet Bernberg

19
20
21 _____
Robert D. Grove

22
23
24 _____
Kiana Harden-Johnson

25
26
27 _____
Thomas E. Roanhouse

28
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 \$18,000,000 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 seventeen (17) individual municipal clerks
37 are all in support of the arrangement that provides for the County Clerk to coordinate and
38 manage the purchase of extended hardware maintenance agreements for the forty-nine (49)
39 HAVA-compliant voting machines located in Racine County.

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

45
46 **WHEREAS**, by coordinating the purchase, the Clerks office can better assure that the
47 municipalities located within Racine County receive full reimbursement of allocated grant funds
48 for the Edge voting systems used in the many locations around the County.

INTERGOVERNMENTAL COOPERATIVE AGREEMENT
TO FACILITATE PURCHASE OF EXTENDED HARDWARE
MAINTENANCE AGREEMENTS FOR
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 Wisconsin Government Accountability Board (formerly known as the Wisconsin 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, in 2006 the Wisconsin Government Accountability Board offered 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 forty-nine (49) polling places in Racine County, and

WHEREAS, in order to make the process more efficient, Racine County, through its County Clerk had provided a coordinating role in the acquisition process of the systems for the forty-nine (49) polling places in Racine County on behalf of Municipality and the other seventeen (16) municipalities in Racine County that had to obtain the systems for their polling places, and

WHEREAS, there are remaining funds associated with the purchase of these systems on deposit with the Government Accountability Board for the polling places in Racine County, and

IT IS HEREBY AGREED AS FOLLOWS:

1. Racine County agrees to submit an Accessible Voting Equipment Funding Reimbursement application on behalf of Municipality to the Wisconsin Government Accountability Board.
2. Racine County shall purchase on behalf of Municipality for each of its polling places the following extended hardware maintenance agreement/warranty for the accessible voting equipment:

3 years and 4 months for the period
1/1/2015 to 4/30/2018

3. Racine County will make the advance payment to the vendor for the total sum necessary to purchase the extended hardware maintenance agreement/warranty on the original Edge accessible voting systems purchased in 2005, but not more than the maximum amount of the reimbursement funding per polling place.
4. Racine County will receive the reimbursement funding from the Wisconsin Government Accountability Board for the advance payment to the vendor. In the event that the Wisconsin Government Accountability Board pays the reimbursement funding to Municipality, Municipality shall submit 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 Government Accountability 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 Wisconsin Government Accountability Board 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. Municipality shall be solely responsible for the proper use and operation of the system in conducting its elections.
9. 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.
10. 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.
11. Ownership of the voting system vests with the Municipality upon execution of this Agreement.
12. 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.

13. Notices required or deemed advisable under this Agreement shall be placed in writing and delivered personally or by mail upon Racine County to **Wendy M. Christensen, County Clerk, RACINE COUNTY, 730 Wisconsin Avenue, Racine, WI 53403**, and upon Municipality at the office of its Clerk.
14. 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.
15. 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.
16. 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.
17. 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.
18. There shall be no modifications to this Agreement except in writing signed by both parties.
19. 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: _____
Wendy M. Christensen
County Clerk

By: _____

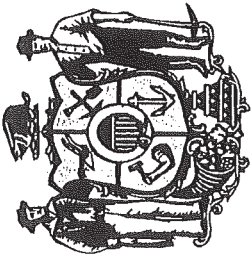
Dated: _____

Dated: _____

By: _____

Dated: _____

Request for Reimbursement Form



Complete this form in its entirety and submit it with a copy of all original invoices, the original paid receipt, and a signed copy of the certificate of conformance compliance from the vendor to:

Voting Equipment Elections Specialist
Wisconsin Government Accountability Board
P.O. Box 7984
Madison, WI 53707-7984

Please Print or Type	
HINDI Number 51000	County Racine
Name and Physical Address of Polling Place 49 Locations within Racine County	
Name of Person Completing this Request Wendy M. Christensen	Title of Person Completing this Request Racine County Clerk
Name of Municipality Racine County	Phone Number of Person Completing this Request (262) 636-3482
Today's Date	
Total Reimbursement Amount being Requested \$ 42,260.00	

We, the claimant, on behalf of the (circle one) County, City, Village or Town of Racine County, certify that the items for which reimbursement is claimed were furnished Accessible Voting Equipment only as set forth in the application. We further agree in accordance with S. 5.05 (11), Wis. Stats., that if the federal government objects to the use of any assistance moneys provided to the municipality under this agreement, the (circle one) County, City, Village, or Town shall repay the amount of assistance provided by the Board.

Municipal Clerk signature _____

Today's Date _____

Please Remit To:
Command Central
POB 7306
St Cloud MN 56302



Invoice

Date	Invoice #
8/18/2014	15559

Bill To
Racine County Clerk/W Christensen ATTN: Accounts Payable 730 Wisconsin AVE Racine WI 53403-1274

Ship To
Racine County Wendy Christensen 730 Wisconsin AVE 1st Floor Racine WI 53403

P.O. Number	Terms	Shipped	Via	County
Extended Edge HMA's	Net 30	8/15/2014		Racine

Quantity	Item Code	Description	Price Each	Amount
		<p>** Officially Cancel HAATs, purchase Edge Extended Warranties for the Racine County Municipalities who have HAVA funds available from the WI Government Accountability Board **</p> <p>NOTE...HAATs themselves (\$1,000/ea), HAAT Freight (\$20/ea), and Activation Cards (\$30/muni), were NEVER INVOICED. No "Credit" due at this time.</p>		
49	5512707	Edge II V5.0.24 Extended Warranties (\$260/year, 3 years + 4 months term)	866.67	42,466.83
1	5512707	Goodwill Credit to match Total \$'s Available from the GAB	-206.83	-206.83
		<p>List of Municipalities / Edge Serial Numbers is attached.</p> <p>Extended Warranty Coverage on each original Edge (purchased in 2006) will run from 1/1/2015 through 4/30/2018.</p> <p>NOTE...This Cancellation/Invoice has been processed at the request of Wendy Christensen, Racine County Clerk, in light of the unavailability of HAATs for the municipalities. Amount due to Command Central at this time is \$42,260.</p> <p>A "Paid Receipt" will be issued as soon as payment has been received, which may then be submitted to the WI GAB for reimbursement. Thank You !</p>		
Thank you for your confidence in Command Central !			Total	\$42,260.00

Racine County Edges
Included in Command Central Invoice #15559, dated August 18, 2014

Municipality	Equipment	Serial#
Burlington/C	Edge II V5.0.24	49900
Burlington/C	Edge II V5.0.24	49919
Burlington/T	Edge II V5.0.24	49894
Burlington/T	Edge II V5.0.24	49896
Caledonia/V	Edge II V5.0.24	49904
Caledonia/V	Edge II V5.0.24	49911
Caledonia/V	Edge II V5.0.24	49914
Caledonia/V	Edge II V5.0.24	49916
Caledonia/V	Edge II V5.0.24	49918
Caledonia/V	Edge II V5.0.24	49920
Dover/T (Racine)	Edge II V5.0.24	49895
Elmwood Park/V	Edge II V5.0.24	49906
Mount Pleasant/V	Edge II V5.0.24	49899
Mount Pleasant/V	Edge II V5.0.24	49905
Mount Pleasant/V	Edge II V5.0.24	49917
Mount Pleasant/V	Edge II V5.0.24	49924
Mount Pleasant/V	Edge II V5.0.24	49935
Mount Pleasant/V	Edge II V5.0.24	49936
Mount Pleasant/V	Edge II V5.0.24	49940
North Bay/V	Edge II V5.0.24	49937
Norway/T	Edge II V5.0.24	49901
Racine/C	Edge II V5.0.24	49891
Racine/C	Edge II V5.0.24	49892
Racine/C	Edge II V5.0.24	49893
Racine/C	Edge II V5.0.24	49897
Racine/C	Edge II V5.0.24	49903
Racine/C	Edge II V5.0.24	49907
Racine/C	Edge II V5.0.24	49908
Racine/C	Edge II V5.0.24	49909
Racine/C	Edge II V5.0.24	49910
Racine/C	Edge II V5.0.24	49912
Racine/C	Edge II V5.0.24	49913
Racine/C	Edge II V5.0.24	49915
Racine/C	Edge II V5.0.24	49922
Racine/C	Edge II V5.0.24	49925
Racine/C	Edge II V5.0.24	49927
Racine/C	Edge II V5.0.24	49929
Racine/C	Edge II V5.0.24	49934
Racine/C	Edge II V5.0.24	49938
Racine/C	Edge II V5.0.24	49941
Raymond/T	Edge II V5.0.24	49928
Rochester/V	Edge II V5.0.24	49930
Rochester/V	Edge II V5.0.24	49939
Sturtevant/V	Edge II V5.0.24	49898
Union Grove/V	Edge II V5.0.24	49932
Waterford/T	Edge II V5.0.24	49923
Waterford/V	Edge II V5.0.24	49921
Wind Point/V	Edge II V5.0.24	49933
Yorkville/T	Edge II V5.0.24	49902