RESOLUTION NO. 2009-13

RESOLUTION SUPPORTING MEMORANDA OF UNDERSTANDING BETWEEN THE VILLAGE OF VALDERS AND THE TOWN OF LIBERTY, REQUESTING A RESOURCE SHARING RELATIONSHIP FOR USE OF THE STATEWIDE VOTER REGISTRATION SYSTEM.

WHEREAS, Congress passed the Help America Vote Act of 2002 (HAVA) to create a more uniform voter registration and voting system in the United States; and

WHEREAS, the Wisconsin State Elections Board (SEB) is charged with implementing a Statewide Voter Registration System (SVRS) that complies with HAVA; and

WHEREAS, local units of government understand their obligations and commitments as mandated by HAVA and state statutes to administer, implement and maintain local voter registration information within a centralized SVRS; and

WHEREAS, the State Legislature has enacted legislation which allows local units of government to share technology and resource with the County or other municipalities to maintain the local voter registration information within the centralized SVRS,
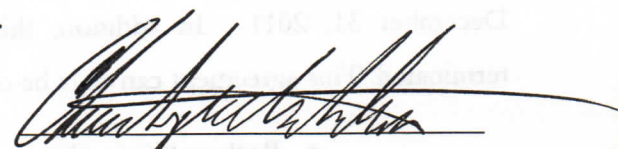
THEREFORE, BE IT RESOLVED, the Village of Valders directs the President, upon the request of the Town of Liberty to enter into a Memorandum of Understanding with that municipality that will comply with the requirements of HAVA and continue to provide a more efficient and cost effective implementation of SVRS through the sharing of technology and resources.

FURTHER, BE IT RESOLVED, the Village of Valders directs the Village Clerk to follow the technology, security, maintenance, support and process guidelines developed by the State Elections Board relating to use of the Statewide Voter Registration System (SVRS).

FURTHER, BE IT RESOLVED, that a copy of these Resolutions and Memorandums of Understanding be sent to the State Elections Board.
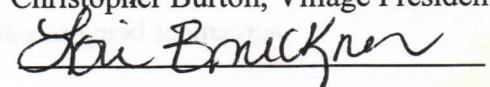
I HEREBY CERTIFY, that the foregoing Resolution was adopted by a majority of the Board of the Village of Valders, Manitowoc County, Wisconsin on the 12th day of October 2009.

By: _____

Christopher Burton, Village President

Attest: _____

Lori Bruckner, Village Clerk/Treasurer

THE MEMORANDUM OF UNDERSTANDING BETWEEN

THE VILLAGE OF VALDERS AND THE TOWN OF LIBERTY

FOR THE STATEWIDE VOTER REGISTRATION SYSTEM

This Memorandum of Understanding is hereby entered into by and between the Town of Liberty (hereafter referred to as the "local unit of government") and the Village of Valders (hereafter referred to as the "provider unit of government").

NOW, THEREFORE, in consideration of the terms and conditions contained herein, the parties hereto agree as follows;

1. The local unit of government understands that the State intends to maintain the official centralized database of voter registration information.

2. The local unit of government understands their responsibilities and requirements for complying with HAVA and state statutes and accepts the responsibility to implement voter registration policies and procedures and maintain each voter's current registration documentation.

3. The local unit of government understands the technology, technology maintenance, staffing, and training costs that are required to accept the responsibility of entering and maintaining the data within the SVRS. The tentative costs have been outlined in Addendum A and agreed upon by both parties.

4. Based on the above, the local unit of government herein declares its intention to utilize technology and resources of the provider unit of government, Village of Valders and to share the costs that are associated with entering and maintaining data within the SVRS application. It is the understanding of the local unit of government, that the provider unit of government, Village of Valders accepts the technology and resource responsibilities for this sharing agreement as stated in Addendum B.

5. This agreement is valid from the date signed _October 12, 2009_ (Date) through December 31, 2011. In addition, this agreement will extend in 90 day increments unless officially terminated. This agreement can only be officially terminated if the following guidelines have been met:

    - Both parties to the agreement have notified the State Elections Board 90 days prior to the agreement being terminated.

Municipality Relies On Another Municipality or County To Perform The Technology Functions of SVRS

- The local unit of government that previously did not have responsibility for updating the SVRS, has purchased the appropriate equipment and validated with the State Elections Board that they are capable of taking on the technology and resource responsibilities of the SVRS.

- The local unit of government that previously did not have responsibility for updating the SVRS, has validated with the State Elections Board that their clerks and appointed associates have been properly trained in the use and functions of the SVRS.

10-14-09

Date

10/12/2009

Date

Municipality Relying On Another

David A Schultz

Signed Name

DAVID H. SCHULTZ

Printed Name

CHAIRMAN

Title

TOWN OF LIBERTY

Municipality Name

Municipality or County Accepting The

Technology and Resource Responsibilities

Christopher W Burton

Signed Name

Christopher W. Burton

Printed Name

VILLAGE PRESIDENT

Title

VILLAGE OF VALDERS

Municipppality Name

Municipality Relies On Another Municipality or County To Perform The Technology Functions of SVRS

Addendum A – SVRS Fee Agreement

Provider Entity: **VILLAGE OF VALDERS**

Relying Entity: **TOWN OF LIBERTY**

For providing SVRS-related services as defined in the attached MOU and supporting addenda, the Relying Entity agrees to pay the Providing Entity the amount of $20 per hour. Plus an amount of $50.00 per election shall be charged per election for computer/printer supplies (three poll books to be provided per election), maintenance and DSL services.

Please return a copy of this agreement to the SEB along with your MOU and supporting Resolution.

Addendum B - SVRS Roles and Responsibilities

Relier Roles and Responsibilities:

Voter Registration:

A clerk in a municipality with voter registration, if relying on the county or other municipality for SVRS purposes, will have voter registration responsibilities nearly the same as those he or she would have if there were no SVRS. Generally, the relying clerk will be responsible for:

1. Collecting both in-person and mail-in registration applications;
2. Approving the application if complete and contacting the voter if not;
3. Maintaining the original application in his or her office;
4. Sending the provider a copy of the application quickly enough that the provider is able to enter the information into SVRS before the statutory deadline, which is: within 10 days of the relying clerk having initially received the application;
5. Delivering same day registration applications to the provider at the time he or she sends the ballots for the county canvass; and
6. Using a report the provider will send to verify the provider entered the correct data into the SVRS.

Absentee Ballots

All of Wisconsin's municipal clerks are familiar with absentee ballots, whether or not they have been required to register voters in the past. The SVRS does little to change the process. Generally, a relying clerk will be responsible for:

1. Receiving and logging requests for absentee ballots;
2. Sending the voter an absentee ballot and envelope;
3. Processing the returned envelopes and delivering them to poll places if complete;
4. Updating the Absentee Ballot Log with Election Inspector comments;
5. Sending the provider a list of dates on which the relying clerk received both absentee ballot requests and absentee ballot envelopes; and
6. Using a report the provider will send to verify the provider entered the correct data into the SVRS.

Elections Management

While this description only touches on a few of the many elections management functions a clerk performs, the same general pattern holds true: the SVRS changes few of a relying clerks duties. For example, a relying clerk is still responsible for:

1. Identifying both the need for an election and the offices it will cover; the only new SVRS responsibility is to give the provider this information.
2. Receiving and approving candidate filings; the new SVRS responsibility is give the provider this information.
3. Determining municipal-level ballot placement; the new SVRS responsibilities are to inform the provider and verify that he or she has followed your instructions for ballot placement.

Provider Roles and Responsibilities:

A provider will have duties that are technical, logistical and process-related.

Technical
It will be a provider's responsibility to meet the baseline hardware, software, and connectivity requirements needed to use the SVRS.

Logistical
A provider will be charged with training and maintaining a staff sufficient to handle the incoming elections-related requests from relier municipalities. Clerk and staff training will occur for each provider as required by the state.

Process-related
A provider is responsible for these process-related aspects of SVRS use:

1. Entering relier information into the SVRS before the applicable statutory deadline - This means entering data related to both voter registration and elections management, including absentee balloting, candidate filings, poll-worker contact information, ballot placement, etc.
2. Generating reports reflecting changes made to the voter records in a relying clerk's municipality
3. Generating other reports as requested by relier clerks
4. Printing poll lists
5. Printing absentee ballot lists(currently done manually by Valders & Liberty)
6. Performing required HAVA Check, Voter Match & Death Record functions in SVRS.
7. Timely filing of the GAB-190 after each election

Addendum C – M100 Shared Agreement

Provider Entity: VILLAGE OF VALDERS

Relying Entity: TOWN OF LIBERTY

This agreement is to continue to share an M100 Optical Scan Vote Tabulation Machine as has been done in 2006, 2007, 2008 & 2009.

The Provider shall store the M100 at the Valders Village Office. All public tests of the equipment shall be held at the Valders Village Office. The Relier shall transport ballots to the Valders Village Office after the polls are closed and then utilize the M100 & their own data cards to process the tabulation of votes for their entity.

The Relying Entity agrees to pay the Providing Entity one half of the actual amount of the annual maintenance fee to be paid to Election Systems & Software. If in an unforeseen circumstance causes the equipment to fail on election day, the ballots shall be counted manually by both entities.

In addition the Town of Liberty agrees to put aside funds on an annual basis (or until sufficient funds have been set aside) for the future replacement of the existing unit or for the purchase of another unit, if the state determines at a future date this equipment can no longer be shared by two municipalities.

Please return a copy of this agreement to the SEB along with your MOU and supporting Resolution.