

RESOLUTION NO.: 13—2016-17

TO THE HONORABLE, THE OUTAGAMIE COUNTY BOARD OF SUPERVISORS

LADIES AND GENTLEMEN:

2/3 MAJORITY – 24 VOTES

1 2015 Act 261 (2015 Senate Bill 295) was enacted March 16, 2016, and published
2 March 17, 2016. 2015 Act 261 made changes to include electronic voter registration,
3 verification of registrations, proof of residence for voting, electronic poll lists, election
4 equipment approval, counting of absentee ballots, and other elections and campaign
5 finance items. The Act requires additional categories of information in the official
6 registration list (WisVote System), which largely relate to absentee voting activity.
7

8 Under the Act, the official registration list must have separate columns indicating each of
9 the following: (1) the date on which a voter applied to vote by in-person absentee ballot;
10 (2) the date on which the clerk mailed an absentee ballot to a voter; (3) the date on which
11 a voter returned the absentee ballot; (4) the polling location associated with each voter's
12 address and ward or aldermanic district, if any; and (5) the mailing address for the
13 municipal clerk associated with the polling location identified for a voter. The Act also
14 requires clerks to input the required absentee voting information into the official
15 registration list within a specified period of time. A clerk must enter or submit to the
16 clerk's designee the information identified in (1), (2), and (3) above, as well as other
17 required information about the voter, within **48 hours** after mailing the absentee ballot,
18 receiving the in-person absentee ballot application, or receiving the returned absentee
19 ballot. If the information is submitted by the clerk to a designee, the clerk's designee
20 **must** enter the information within **24 hours** after receiving it from the clerk. If the deadline
21 falls on a Saturday or Sunday, then the deadline is extended to the next business day.
22

23 Outagamie County has WisVote Memorandum of Understanding (MOU) with the 19
24 municipalities approved for the 2016-2017 election cycle by Resolution No. 108—2015-
25 2016. All current WisVote MOUS must be amended. For those municipalities who wish
26 to track their own absentee information within WisVote, the municipalities must also
27 enter voter registrations prior to Election Day, so that the county clerk's office does not
28 fall under the 48 hour deadline requirement the municipality must meet for WisVote
29 absentee tracking.
30

31 This resolution authorizes an amended MOU for all 19 relying municipalities. For those
32 municipalities, who wish to provide their own WisVote absentee tracking, the MOUs
33 must be amended so that the municipality would be required to enter voter registrations,
34 prior to Election Day, in order to provide for absentee ballot tracking within the 48 hour
35 deadline set by 2015 Act 261. For those municipalities requesting the County Clerk
36 provide WisVote absentee service, the MOU is amended to require that tracking through
37 December 31, 2016, with additional charges as noted on Addendum D.
38

39 NOW THEREFORE, the undersigned members of the Finance Committee recommend adoption

40 of the following resolution.

1 BE IT RESOLVED, that the Outagamie County Board of Supervisors does authorize the County
2 Clerk to enter into an amended Memorandum of Understanding with the relier municipalities for the
3 remainder of the 2016 calendar year, as noted on the attached fiscal note and amended Memorandum of
4 Understanding, which by reference are made a part hereof, and

5 BE IT FURTHER RESOLVED, that the Outagamie County Board of Supervisors does approve
6 the Local Unit (Relying Clerk) Roles and Responsibilities and the Provider Unit (Outagamie County)
7 Roles and Responsibilities as noted on the attached Addendum A and Addendum B (county absentee
8 service) or Addendum A1 and Addendum B1 (municipal absentee service and voter registration entry
9 prior to Election Day), which by reference are made a part hereof, and

10 BE IT STILL FURTHER RESOLVED, that the Outagamie County Board of Supervisors does
11 approve general WisVote service fees based on municipalities paying a flat amount per a sliding scale
12 that is based upon that particular municipality's population as noted on the attached Addendum C, and
13 for those municipalities requesting absentee service, absentee tracking service fees based upon a pro-
14 rated charge noted on Addendum D, which by reference is made a part hereof, and

15 BE IT STILL FURTHER RESOLVED, that the Outagamie County Board of Supervisors does
16 approve a budgetary transfer to increase Elections Cost Center 1001900.5500 Purchased Services
17 \$7,562.00 and increase Elections Cost Center 1001900.4313.31 Revenue \$7,562.00 as noted on the
18 attached fiscal note, and

19 BE IT FINALLY RESOLVED, that the Outagamie County Clerk be directed to forward a copy
20 of this resolution to the Outagamie County Finance Director and to the 19 municipal reliers.

21 Dated this ____ day of June 2016

22 Respectfully submitted,
23 FINANCE COMMITTEE

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27 _____
28 Kevin Sturn

Kathy Groat

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James Pleuss

Nadine Miller

Peter Stueck

Duly and officially adopted by the County Board on: _____

Signed: _____
Board Chairperson

County Clerk

Approved: _____

Vetoed: _____

Signed: _____
County Executive

**MEMO OF UNDERSTANDING BETWEEN THE MUNICIPALITY AND
OUTAGAMIE COUNTY FOR WISVOTE**

This Memorandum of Understanding is hereby entered into by and between the **Municipality** (hereafter referred to as the “LOCAL UNIT”) and Outagamie County (hereafter referred to as the “PROVIDER UNIT”).

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

1. The LOCAL UNIT understands that the State requires the maintenance of an official centralized database of voter registration information.
2. Respective Roles and Responsibilities:
 - a. The LOCAL UNIT understands their responsibilities and requirements for complying with the Help America Vote Act 2002 (HAVA) and Wisconsin Law. LOCAL UNIT AND PROVIDER UNIT accepts their respective responsibilities to implement voter registration policies, procedures, and practices and to maintain each voter’s current registration documentation.
 - b. The LOCAL UNIT agrees to the following roles and responsibilities:
 - i. Addendum A – LOCAL UNIT (Relying Clerk) Roles and Responsibilities ..
 - ii. Addendum A1 – LOCAL UNIT (WisVote Relying Clerk with Self-Providing WisVote Absentee Tracking and Voter Registration Entry Prior to Election Day) Roles and Responsibilities
3. The LOCAL UNIT understands and acknowledges the staffing, training, technology, and maintenance costs required to enter and maintain the data within WisVote, and electronic poll books if or when utilized. (See Addendum A or Addendum A1 – Local Unit Responsibilities) Costs incurred in performance of WisVote by the PROVIDER UNIT will be charged to the LOCAL UNIT per Addendum C (and Addendum D, if applicable for absentee tracking service). The LOCAL UNIT will be responsible for costs incurred for additional copies, reports and expedited mailings or deliveries.

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4. Based on the above, the LOCAL UNIT herein declares its intention to utilize technology and resources of PROVIDER UNIT, except when the LOCAL UNIT desires to provide their own absentee service and open voter registration date entry within WisVote. When the LOCAL UNIT provides their own absentee service and open voter registration entry into WisVote, the LOCAL UNIT agrees that it shall meet the technology and resource responsibilities for that WisVote data entry. It is the understanding of the LOCAL UNIT, that the PROVIDER UNIT accepts the technology and resource responsibilities (Addendum B or Addendum B1 – Provider Unit Responsibilities) for this sharing agreement, subject to sections 6(d) and 6(e).

5. Although not currently required, the PROVIDER UNIT may, during the term of this agreement, opt to utilize electronic poll books. Should the PROVIDER UNIT exercise this option, the LOCAL UNIT shall implement the use of such electronic poll books and the PROVIDER UNIT and LOCAL UNIT shall have the following duties:
 - a. PROVIDER UNIT shall purchase and supply the LOCAL UNIT with the electronic poll books and shall be responsible for maintaining the hardware.
 - b. LOCAL UNIT shall be responsible for updating and maintaining the software for the electronic poll books that have been supplied by the PROVIDER UNIT.

6. Term of Memorandum of Understanding:
 - a. This agreement with regard to general WisVote services is valid from the date signed through December 31, 2017.
 - b. For those municipalities requesting PROVIDER WisVote absentee tracking service, this agreement is valid from the date signed through December 31, 2016 (no extension will be provided for absentee tracking service).
 - c. This agreement for general WisVote services will extend in 90 day increments, unless officially terminated, for all WisVote services. This agreement can only be officially terminated if the following guidelines have been met:
 - i. Both parties to the agreement have notified the Government Accountability Board 30 days prior to the agreement being terminated.

ii. The LOCAL UNIT, that previously did not have responsibility for updating WisVote, has purchased the appropriate equipment and validated with the Government Accountability Board that they are capable of taking on the technology and resource responsibilities of the WisVote.

iii. The LOCAL UNIT, that previously did not have responsibility for updating WisVote, has validated with the Government Accountability Board that their clerk and appointed associates have been properly trained in the use and functions of the WisVote.

d. This Memorandum of Understanding will require the County Clerk to track the absentee voting process through WisVote (if requested, via LOCAL UNIT Addendum A1, and paying all fees associated with that tracking). For those municipalities not requesting absentee service from the PROVIDER or paying the associated fees, the LOCAL UNIT will be responsible for WisVote absentee tracking and WisVote voter registrations data entry prior to Election Day.

e. This Memorandum of Understanding will not require the County Clerk to track voter verification postcards related to registrations through WisVote (except those cards that are returned and currently tracked under WisVote general services), in the event such is required by the State of Wisconsin.

Dated this ____ of _____, 2016.

Municipality

OUTAGAMIE COUNTY

Lori J. O’Bright, County Clerk

Approved to Form: _____
Outagamie County Corporation Counsel

Date

**Addendum A –
LOCAL UNIT (Relying Clerk)
Roles and Responsibilities**

Voter Registration:

The relying clerk will be responsible for:

1. Collecting in-person, mail-in, and e-mail (Uniformed and Overseas Citizens Absentee or UOCAVA voters) registration applications;
2. Approving the application, if complete, and contacting the voter, if not;
3. Maintaining the original application in the municipal clerk's office;
4. Sending a copy of the application, within established timelines, to the Provider to enter the information into WisVote before the statutory deadline;
5. Delivering election day registration applications to the Provider at the time when the municipal clerk delivers the ballots and election materials for the county canvass; and
6. Verifying all the information the Provider has entered into the WisVote is correct.

Absentee Ballots

The relying clerk will be responsible for:

1. Receiving and logging requests for absentee ballots;
2. Sending the voter an absentee ballot and envelope within required deadlines;
3. Sending the Provider, in the format required by the Provider and by the Provider required communication method(s), the following information within required deadlines: (a) the date on which a voter applied to vote by in-person absentee ballot; (b) the date on which the clerk mailed an absentee ballot to a voter; (c) the date on which a voter returned the absentee ballot; and additional necessary information to enter in the aforementioned

4. Processing the returned envelopes and delivering them to poll places if complete;
5. Verifying all the information within the WisVote Absentee Ballot Log is correct (making Election Inspector comments, if necessary).

Elections Management

The relying clerk will be responsible for:

1. All Wisconsin Laws pertaining to the administration of elections;
2. Identifying both the need for an election and the offices it will cover and provide this information to the Provider within established timelines;
3. Receiving and approving candidate filings, and providing this information to the Provider within established timelines.
4. Determining municipal-level ballot placement within the established deadlines and providing this information to the Provider within established deadlines and verifying that the Provider has followed your instructions for ballot placement.

Miscellaneous

The relying clerk will:

1. Coordinate with the Provider to obtain copies of documents, verify and proof documents in a timely manner. The Local Unit will be responsible for costs incurred for expedited mailings or deliveries.
2. Perform duties as specified by the Government Accountability Board for administrating WisVote.

**Addendum B –
PROVIDER UNIT (Outagamie County)
Roles and Responsibilities**

Outagamie County will provide these services for municipalities that are under 5,000 in population. (Over 5,000 was the level at which voter registration was required prior to HAVA.)

Technical

It will be the Provider's responsibility to meet the baseline hardware, software, and connectivity requirements as specified by the Government Accountability Board needed to use WisVote.

Logistical

The Provider will be charged with training and maintaining a staff sufficient to handle the incoming elections-related requests from relier municipalities.

Process-related

The Provider is responsible for these process-related aspects of WisVote use:

1. Entering relier information into WisVote before the applicable statutory deadline. This means entering data related to voter registration and elections management, including absentee voter requests and absentee balloting information, candidate filings, poll-worker contact information, ballot placement, etc.
2. Generating reports, readily available in WisVote, reflecting changes made to the voter records and other records required within WisVote in a relying clerk's municipality
3. Generating other reports, readily available in WisVote, as requested by relier clerks (except for absentee ballot information reports, which are a municipal clerk's responsibility)
4. Printing poll lists
5. Provisional ballot tracking on election night

Miscellaneous

The Provider will perform duties as specified by the Government Accountability Board for administrating the WisVote subject to sections 6(d) and 6(e) of the Memorandum of Understanding.

Addendum A1 – LOCAL UNIT
(WisVote Relying Clerk with Self-Providing WisVote Absentee Tracking & Voter Registration Entry Prior to Election Day)
Roles and Responsibilities

Voter Registration:

The relying clerk will be responsible for:

1. Collecting in-person, mail-in, and e-mail (Uniformed and Overseas Citizens Absentee or UOCAVA voters) registration applications;
2. Approving the application, if complete, and contacting the voter, if not;
3. Maintaining the original application in the municipal clerk's office;
4. Entering voter registrations into WisVote prior to Election Day;
5. Delivering election day registration applications to the Provider at the time when the municipal clerk delivers the ballots and election materials for the county canvass; and
6. Verify that all the information the Provider has entered into the WisVote is correct.

Absentee Ballots

The relying clerk will be responsible for:

1. All absentee WisVote data entry including:
 - (a) the date on which a voter applied to vote by in-person absentee ballot;
 - (b) the date on which the clerk mailed an absentee ballot to a voter;
 - (c) the date on which a voter returned the absentee ballot;
2. Sending the voter an absentee ballot and envelope within current law timeframe;
3. Processing the returned envelopes and delivering them to poll places, if complete;
4. Printing from WisVote Absentee Ballot Log (making Election Inspector comments, if necessary);

Elections Management

The relying clerk will be responsible for:

1. All Wisconsin Laws pertaining to the administration of elections;

2. Identifying both the need for an election and the offices it will cover and provide this information to the Provider within established timelines.
3. Receiving and approving candidate filings, and providing this information to the Provider within established timelines.
4. Determining municipal-level ballot placement within the established deadlines and providing this information to the Provider within established deadlines and verifying that the Provider has followed your instructions for ballot placement.

Technical

It will be the Local Unit's responsibility to meet the baseline hardware, software, and connectivity requirements as specified by the Government Accountability Board needed to use WisVote for absentee and voter registration entry.

Logistical

The Local Unit will be responsible for training and maintaining a staff sufficient to handle the absentee and voter registration entry within WisVote.

Miscellaneous

The relying clerk will:

1. Coordinate with the Provider to obtain copies of documents, verify and proof documents in a timely manner. The Local Unit will be responsible for costs incurred for expedited mailings or deliveries.
2. Perform duties as specified by the Government Accountability Board for administrating WisVote.

**Addendum B1 –
PROVIDER UNIT (Outagamie County)
Roles and Responsibilities**

Outagamie County will provide these services for municipalities that are under 5,000 in population. (Over 5,000 was the level at which voter registration was required prior to HAVA.)

Technical

It will be both the Provider's responsibility to meet the baseline hardware, software, and connectivity requirements as specified by the Government Accountability Board needed to use WisVote.

Logistical

The Provider will be charged with training and maintaining a staff sufficient to handle the incoming elections-related requests from relier municipalities.

Process-related

The Provider is responsible for the following process-related aspects of WisVote use:

1. Entering relier information into the WisVote before the applicable statutory deadline. This means entering data related to elections management, Election Day voter registrations, candidate filings, poll-worker contact information, ballot placement, etc.
2. Generating reports, readily available in WisVote, reflecting changes made to the voter records and other records required within WisVote in a relying clerk's municipality
3. Generating other reports, readily available in WisVote, as requested by relier clerks (except for absentee ballot information reports, which are a municipal clerk's responsibility)
4. Printing poll lists
5. Provisional ballot tracking on election night

Miscellaneous

The Provider will perform duties as specified by the Government Accountability Board for administrating the WisVote subject to sections 5(d) and 5(e) of the Memorandum of Understanding.

ADDENDUM C

WRS/WISVOTE PROVIDER TO RELIER CHARGE *

Towns:	2010 Population	2016 Four Elections	2017 Two Elections
Black Creek	1,289	\$ 300	\$ 150
Bovina	1,145	\$ 300	\$ 150
Center	3,402	\$ 700	\$ 350
Cicero	1,103	\$ 300	\$ 150
Dale	2,731	\$ 550	\$ 275
Deer Creek	637	\$ 300	\$ 150
Ellington	2,758	\$ 550	\$ 275
Hortonville	1,097	\$ 300	\$ 150
Kaukauna	1,238	\$ 300	\$ 150
Liberty	867	\$ 250	\$ 125
Maine	866	\$ 250	\$ 125
Maple Creek	619	\$ 250	\$ 125
Osborn	1,170	\$ 300	\$ 150
Seymour	1,193	\$ 300	\$ 150
Vanderbrook	1,474	\$ 300	\$ 150
Villages:			
Bear Creek	448	\$ 250	\$ 125
Black Creek	1,316	\$ 300	\$ 150
Hortonville	2,711	\$ 550	\$ 275
Nichols	273	\$ 250	\$ 125
Totals	28,307	\$ 8,800	\$ 3,300

2016/2017 Fee Structure		
Fees based on population breakdown:	2016	2017
	Four Elections	Two Elections
1-1000	\$ 250	\$ 125
1001-1300	\$ 300	\$ 150
1301-1600	\$ 350	\$ 175
1601-1900	\$ 400	\$ 200
1901-2200	\$ 450	\$ 225
2201-2500	\$ 500	\$ 250
2501-2800	\$ 550	\$ 275
2801-3100	\$ 600	\$ 300
3101-3400	\$ 650	\$ 325
3401-3700	\$ 700	\$ 350

* Municipalities for each election beyond four per year in a four-year cycle, and beyond two per year in a two-year election cycle, shall be charged an additional one quarter of its annual fee or one half of its annual fee for each respective cycle.

** Price is for combined election, i.e. Feb/April = one charge, Sept/Nov = one charge

*** September/November increase is due to the high voter turnout.

Services include:

- Voter Registration (GAB131) entry/revisions (open registrations to be handled by self-providers of absentee service or contracted provider)
- Poll Book Printing - 2 sets
- Recording Voter Activity after each election
- Setup of Municipal Candidates into WisVote
- WisVote Revisions i.e. creating/revising address ranges
- Enter GAB190 data provided from Relier into WisVote
- Entry of Provision Ballot Information (GAB123) on Election Night for Relier into WisVote

ADDENDUM D
WisVote County Clerk Absentee Voters Assumptions -
Charges for Remaining 2016 Elections

Relier	19.45% turnout x 20% Absentee		70% turnout x 25% Absentee		Pro-Rated Charges for August & Nov. Svcs
	2016 Partisan Primary Possible Absentee	Pro-Rated Charges for August	2016 General Election - Possible Absentee Nos.	Pro-Rated Charges for November	
T. Ellington	43	\$ 580	278	\$ 1,089	\$ 1,669
T. Vandenbroek	23	\$ 307	162	\$ 577	\$ 884
T. Black Creek	19	\$ 257	116	\$ 483	\$ 740
T. Kaukauna	19	\$ 252	131	\$ 473	\$ 725
T. Bovina	17	\$ 235	110	\$ 442	\$ 677
T. Cicero	17	\$ 224	116	\$ 420	\$ 644
T. Hortonia	16	\$ 222	106	\$ 417	\$ 639
T. Maine	14	\$ 184	44	\$ 345	\$ 529
T. Liberty	13	\$ 175	58	\$ 328	\$ 503
T. Deer Creek	10	\$ 138	32	\$ 259	\$ 397
V. Nichols	4	\$ 54	18	\$ 101	\$ 155
Totals	195	\$ 2,628	1171	\$ 4,934	\$ 7,562

GAB Election Supervisor -
 Estimate of Turnout &
 Absentee Voting:

**WisVote County Continuation of Absentee Service
- Resolution No. Fl.3**

Relier	Absentee County Provision	Clerk Name- Responded w Intent
T. Center	No	Nancy Christensen
T. Dale	No	Jenny DeZeeuw
T. Maple Creek	No	Larry Katerzynske
T. Osborn	No	Darlene Schultz
T. Seymour	No	Darlene Schultz
V. Bear Creek	No	Betty Miller
V. Black Creek	No	Rochelle Oskey
V. Hortonville	No	Lynn M ischker
T. Black Creek	Yes	Karen Herman
T. Bovina	Yes	Chuck Pluger
T. Cicero	Yes	Lori Klevesahl
T. Deer Creek	Yes	Ken Everts
T. Ellington	Yes	Bonnie Fischer
T. Hortonia	Yes	Lyn Neuenfeldt
T. Kaukauna	Yes	Deb VanderHeiden
T. Liberty	Yes	Julia DeGroot
T. Maine	Yes	Lori Klevesahl
T. Vandenbroek	Yes	Cory Swedberg
V. Nichols	Yes	Linda Hoes
Total	19	

OUTAGAMIE COUNTY FISCAL NOTE

[INTRODUCTION]: This form must be attached to any resolution or ordinance which contains a spending or revenue proposal. The form should be completed by an individual within the department initiating the resolution or ordinance with assistance from the Financial Services Department. Contact the Finance Director (1674), Controller (1675) or Staff Accountant (1681) for assistance. Once completed, forward a copy of the form to the Financial Services Department for their review. Financial Services will forward a reviewed copy of the fiscal note to Legislative Services.

1. **Subject:** County Clerk Wisvote Memorandum of Understanding (MOU) with Municipalities and Rates to be Charged

2. **Description:** This section must be completed for all fiscal notes. Briefly and concisely describe the request. State assumptions used and discuss any current year and long-term fiscal impacts. (A separate attachment can be used)

The Outagamie County Clerk is requesting to enter into an amended Memorandum of Understanding (MOU) with 19 municipalities to perform Wisvote services. The County Clerk's office has been completing this function for the 19 municipalities; however, MOU's must be amended due to 2015 Act 261, which requires absentee tracking in Wisvote. This resolution enters into amended MOU's for the 2016 and 2017 calendar years. Fees are calculated based on municipalities paying a flat amount per a sliding scale that is based upon population. Addendum C of the agreement reflects the fees/charges to be charged. The 2016 amount has been included in the 2016 Executive Budget. Addendum D reflects the new charges for municipalities requesting county Wisvote absentee service.

The Outagamie County Clerk estimates that providing that service for August and November, 2016, will cost the 11 municipalities approximately \$7,562. The \$7,562 will be charged back to the 11 municipalities.

Current Year Budget Impact (Check one or more of the following boxes)

Revenues Expenses (Cost) None


- 3. Is the specific cost or revenue included in the current year's budget? yes (X) no () partially ()
- 4. If the proposal requests additional spending, can the additional cost be absorbed within the current year's line item? yes () no () n/a (X)
- 5. Is the proposal to accept additional revenues only? yes () no (X)
- 6. Does this request modify/adjust the current year budget? yes () no (X)
If no, skip to question 8 below.
- 7. Detail current year budget changes. Please list cost center name, line item, account number and either the increase or decrease amount. (Please note that all budget adjustments must balance. For example, an increase in an expenditure account must be offset by a decrease in another expenditure account or the contingency fund or an increase in a revenue account or other funding sources such as fund balance applied.)

COST CENTER NAME	LINE ITEM (i.e. Salaries, Supplies, Etc.)	COST CENTER (i.e. 1004100.5100, 1004100.5400, etc.)	(DECREASE) AMOUNT
Elections	Purchase Services	1001900.5500	\$7,562.00
Elections	Revenue	1001900.4315.31	\$7,562.00

Annual and Long-Term Impact

- 8. Is the above Increase/Decrease a nonrecurring one-time expense or revenue? yes () no (X) n/a () Will be Determined on an annual basis
- 9. What is the anticipated annual and/or long-term cost or revenue impact? Annual Cost \$7,562.00
Annual Revenue \$7,562.00

Fiscal Note Prepared by: Lori O'Bright, County Clerk

For Financial Services purposes only	
Reviewed By: 	If expenditures are recorded in the financial system at a level of detail lower than the level 6 as shown above, indicate the specific account numbers and amounts below: <u>Detail Expenditures Account Number</u> <u>Amount</u>
Date: <u>6/6/16</u>	
Comments:	