

RESOLUTION NO.: 53—2023-24

TO THE HONORABLE, THE OUTAGAMIE COUNTY BOARD OF SUPERVISORS

LADIES AND GENTLEMEN:

MAJORITY

1 The Outagamie County Clerk is requesting to enter into an Intergovernmental
2 Agreement with five (5) municipalities to perform WisVote services. The County
3 Clerk’s Office has been completing this function for five municipalities for the past
4 two years under the 2022-2023 agreement. The Intergovernmental Agreements
5 must be signed for the upcoming 2024 and 2025 elections. Fees are calculated by
6 municipalities paying a flat amount based on the number of elections each year
7 (\$425 per municipality for the four elections in 2024 and \$200 for the two elections
8 in 2025). Additional fees would be charged for any additional elections, as noted
9 in Addendum C of the Agreement. The 2024 amount, estimated at \$2,125, has been
10 included in the 2024 Executive Budget. Therefore, no budget adjustment is needed
11 at this time.

12
13 NOW THEREFORE, the undersigned members of the Finance Committee recommend
14 adoption of the following resolution.

15 BE IT RESOLVED, that the Outagamie County Board of Supervisors does approve of the
16 County Clerk entering into an Intergovernmental Agreement with five (5) municipalities to
17 perform WisVote services, said revenues included in the 2024 Executive budget, as noted on the
18 attached fiscal note, Intergovernmental Agreement, and Addendums A, B, and C, which by
19 reference are made a part hereof, and

20 BE IT FINALLY RESOLVED, that the Outagamie County Clerk be directed to retain a
21 copy of this resolution for their records and forward a copy to of this resolution to the Outagamie
22 County Finance Director.

23 Dated this ____ day of October 2023

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Respectfully Submitted,

FINANCE COMMITTEE

Nadine Miller

Chris Croatt

John Cuff

Karen Lawrence

Steve Thiede

Duly and officially adopted by the County Board on: _____

Signed: _____
Board Chairperson

County Clerk

Approved: _____

Vetoed: _____

Signed: _____
County Executive

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 (1675), Controller (1674) 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 2024-2025 Intergovernmental Agreement with Municipalities

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 Intergovernmental Agreement with five municipalities to perform Wisvote services. The County Clerk's office has been completing this function for five municipalities for the past two years under the 2022-2023 agreement. There intergovernmental agreements must be signed for the upcoming 2024 and 2025 elections. Fees are calculated by municipalities paying a flat amount based on the number of elections each year (\$425 per municipality for the four elections in 2024 and \$200 for the two elections in 2025). Additional fees would be charged for any additional elections, as noted in Addendum C of the agreement. The 2024 amount estimated at \$2,125 has been included in the 2024 Executive Budget.

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

Revenues Expenses (Cost) None – 2024 Budget

- 3. Is the specific cost or revenue included in the current year's budget? yes () no (X) 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.)

Annual and Long-Term Impact

- 8. Is the above Increase/Decrease a nonrecurring one-time expense or revenue? yes () no (X) n/a ()
- 9. What is the anticipated annual and/or long-term cost or revenue impact? Annual Cost \$2,125
Annual Revenue \$2,125

Fiscal Note Prepared by: Jeff King, County Clerk

For Financial Services purposes only							
Reviewed By: Date: 9/8/23	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: <table style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="text-align: left; border-bottom: 1px solid black; font-size: small;">Detail Expenditures Account Number</th> <th style="text-align: right; border-bottom: 1px solid black; font-size: small;">Amount</th> </tr> </thead> <tbody> <tr> <td style="border-bottom: 1px solid black;"> </td> <td style="border-bottom: 1px solid black;"> </td> </tr> <tr> <td style="border-bottom: 1px solid black;"> </td> <td style="border-bottom: 1px solid black;"> </td> </tr> </tbody> </table>	Detail Expenditures Account Number	Amount				
Detail Expenditures Account Number	Amount						
Comments:							

**INTERGOVERNMENTAL AGREEMENT BETWEEN
THE MUNICIPALITY AND OUTAGAMIE COUNTY
FOR WISVOTE SPECIFIED SERVICES**

This Intergovernmental Agreement 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 of Wisconsin 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 roles and responsibilities as set forth in Addendum A attached hereto and made a part hereof.
 - c. The PROVIDER UNIT agrees to the roles and responsibilities as set forth in Addendum B attached hereto and made a part hereof.
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.
4. The LOCAL UNIT understands and acknowledges the PROVIDER UNIT roles and responsibilities will be charged to the LOCAL UNIT per Addendum C, attached hereto and made a part hereof. The LOCAL UNIT will be responsible for costs incurred for additional copies, reports and expedited mailings or deliveries.
5. Based upon the above, the LOCAL UNIT herein declares its intention to utilize technology and resources of PROVIDER UNIT. It is the understanding of the LOCAL UNIT, that the PROVIDER UNIT accepts the technology and resource responsibilities of Addendum B –

Provider Unit Roles and Responsibilities for this sharing agreement, subject to Section 6, Section 7, and Section 8 below.

6. 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 book(s). PROVIDER UNIT shall be responsible for maintaining the hardware and have ownership of the hardware. By separate agreement, PROVIDER UNIT hardware may be transferred to the LOCAL UNIT as mutually agreed upon.
 - 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.
 - c. Training costs will be equally shared costs between the PROVIDER UNIT and LOCAL UNIT.

7. LOCAL UNIT may exercise an option to procure and utilize electronic poll books at LOCAL UNIT full cost. If LOCAL UNIT chooses this option, LOCAL UNIT must:
 - a. Notify the PROVIDER UNIT of its intention and implementation 30 days prior to the implementation of electronic poll books at an election.
 - b. During LOCAL UNIT implements of electronic poll book(s), LOCAL UNIT agrees at LOCAL UNIT cost to provide training to PROVIDER UNIT staff, in transferring data to and from the electronic poll book(s) and Wisvote.

8. Term of Intergovernmental Agreement:
 - a. This agreement with regard to Wisvote services as outlined above and in Addendums A, B, and C is valid from the date signed through December 31, 2025.
 - b. This agreement for Wisvote services as outlined above and in Addendums A, B, and C 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. Official written termination notice to terminate the agreement is issued by either party to the other at least 30 days prior to termination. At the same time, official written termination notice will be provided by the terminating party to the Wisconsin Elections Commission 30 days prior to the agreement termination.
 - ii. The LOCAL UNIT, that previously did not have responsibility for updating WisVote information (Addendum B), has validated with the Wisconsin Elections Commission

that they are capable of taking on the technology and resource (all hardware and software) responsibilities of Wisvote.

iii. The LOCAL UNIT, that previously did not have responsibility for updating Wisvote information (Addendum B), has validated with the Wisconsin Elections Commission that their clerk and appointed associates have been properly trained in the use and functions of Wisvote.

c. This Intergovernmental Agreement will not require the PROVIDER UNIT to:

- i. Track the absentee voting process through Wisvote. The LOCAL UNIT is responsible for Wisvote absentee voter/ballot tracking, including Wisvote voter registrations data entry prior to Election Day (Addendum A).
- ii. Track late statistical election information (beyond two weeks post statutory deadline) related to election costs, election statistics, etc.
- iii. Track individual voter verification postcards related to registrations through Wisvote, if the State of Wisconsin, requires this data entry in the future. PROVIDER UNIT will post Wisvote information currently tracked (as of September 1, 2023), which includes the return of voter verification postcards or undeliverable voter verification postcards.

Dated this ____ of _____, 2023.

Municipality

OUTAGAMIE COUNTY

Jeff King, 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. Entering into Wisvote, voter registration data prior to Election Day.
5. Sending a copy of the Election Day Registration application(s), within established timelines (see 6. below), to the PROVIDER UNIT to enter the information into Wisvote before the statutory deadline;
6. Delivering Election Day Registration applications to the PROVIDER UNIT, after reviewing for data quality (penalties assessed for insufficient data (see Addendum C) and/or late submissions to Relier Unit), no later than one week following the election, and
7. Delivering statistical information no later than two weeks prior to statutory deadlines. Penalties assessed for late submission (see Addendum C). If data not submitted by two weeks post statutory deadline, LOCAL UNIT will be responsible for data entry into Wisvote.
8. Verifying all the information the PROVIDER UNIT has entered into the Wisvote is correct.

Absentee Voter Information/Ballots

The relying clerk will be responsible for:

1. Receiving and logging requests for absentee ballots into Wisvote;
2. Sending the voter an absentee ballot and envelope within required deadlines;
3. Processing the returned envelopes and delivering them to poll places if complete; contact voter if incomplete and sufficient time to correct;
4. Processing voter return of absentee ballots into Wisvote;
5. Producing Wisvote Absentee Ballot Logs, and verifying all the information 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 providing this information to the PROVIDER UNIT within established timelines;
3. Receiving and approving candidate filings, and providing this information to the PROVIDER UNIT within established timelines.
4. Determining municipal-level ballot placement within the established deadlines and providing this information to the PROVIDER UNIT within established deadlines and verifying that the PROVIDER UNIT has followed LOCAL UNIT instructions for ballot placement.
5. Submitting to the PROVIDER UNIT statistical information necessary to enter into Wisvote no later than two weeks prior to statutory deadline. LOCAL UNIT agrees to pay penalty fees up to two weeks following statutory deadline if statistical data is submitted late. LOCAL UNIT agrees to post statistical data if data is not submitted to PROVIDER UNIT after two weeks post deadline.

Miscellaneous

The relying clerk will:

1. Coordinate with the PROVIDER UNIT 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 Wisconsin Elections Commission for administering Wisvote.

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

Outagamie County will provide services for municipalities that are under 1,000 in population that request services enumerated below. If a municipality reaches population over 1,000, the agreement will be terminated automatically at the end of year.

Technical

PROVIDER UNIT will be responsible to meet the baseline hardware, software, and connectivity requirements as specified by the Wisconsin Elections Commission needed to use Wisvote.

Logistical

PROVIDER UNIT will train and maintain a staff sufficient to handle the incoming elections-related requests from relier municipalities.

Process-related

PROVIDER UNIT is responsible for the following process-related duties of Wisvote:

1. Entering relier information into Wisvote prior to applicable statutory deadline (dependent upon data being provided in a timely fashion by LOCAL UNIT (see Addendum A). Relier information data entry includes:
 - Entering Election Day voter registration information,
 - Elections management,
 - Poll-worker contact information (optional),
 - Candidate filings,
 - Ballot placement,
 - Election Day provisional ballot information,
 - Voter Participation (post-election),
 - Voter Verification Data (required as of September 1, 2017), and
 - Post-election statistical information (see Addendum A regarding late information).

All other Wisvote data entry responsibilities are the responsibility of the LOCAL UNIT (see Addendum A).

2. Generating printed or electronic produced (Adobe) Wisvote documents as follows:
 - Reports, readily available in Wisvote, reflecting changes made to the voter records and other records required within Wisvote in a relying clerk's municipality (as requested by municipality),
 - Reports, readily available in Wisvote, as requested by relier clerks (except for absentee ballot information reports, which are a municipal clerk's responsibility).
 - Ineligible voter lists
 - Poll lists.

Miscellaneous

The PROVIDER UNIT will perform duties as specified by the Wisconsin Elections Commission for administrating Wisvote subject to the Intergovernmental Agreement.

ADDENDUM C

WISVOTE PROVIDER TO RELIER CHARGES****

Towns:	2022 Population	2024 Four Elections	2025 Two Elections
Deer Creek	628	\$ 425	\$ 200
Liberty	822	\$ 425	\$ 200
Maple Creek	589	\$ 425	\$ 200
Villages:			
Bear Creek	426	\$ 425	\$ 200
Nichols	289	\$ 425	\$ 200
Totals	2,754	\$ 2,125	\$ 1,000

2024/2025 Fee Structure		
Fees based on population breakdown:	2024	2025
	Four Elections	Two Elections
1-1000	\$ 425	\$ 200

*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, Aug/Nov = one charge
Price higher in four-election year cycle due to high voter participation.

Services outlined in Addendum B:

- Election Day Voter Registration (EL131) entry/revisions
- 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 EL190 data provided from Relier into WisVote
- Entry of Provision Ballot Information (EL123r) on Election Night for Relier into WisVote

**Penalties assessed for incomplete or late information. Information outlined in Addendums A + B