2004-14

RESOLUTION SUPPORTING THE MEMO OF UNDERSTANDING BETWEEN

THE ___VILLAGE___ OF ___VALDERS___ AND THE ___TOWN___ OF

___LIBERTY___ FOR THE STATEWIDE VOTER REGISTRATION SYSTEM

RESOLUTION

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 implement and administer local voter registration; and

WHEREAS, local units of government are required to maintain the local voter registration information within the centralized SVRS, or develop a sharing agreement with another municipality or county to accept this responsibility; and

THEREFORE, the ___Village___ of ___Valders___ directs the (Chair, President, Mayor, or Clerk) to enter into a Memorandum of Understanding with the ___Town___ of ___Liberty___ which will provide a more efficient and cost effective implementation of a SVRS that complies with the requirements of HAVA and, where appropriate, incorporates the sharing of technology and resources.

FURTHER RESOLVE that a copy of this resolution be sent to the State Elections Board in recognition of the ___Town___ of ___Liberty___ fulfilling its' HAVA requirements.

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

THE MEMO 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 ~~county~~ ~~city, village~~, town *(strike out those that do not apply)* 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 statues 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 Appendix 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 provider unit of government, __Village__ of __Valders__ (county or municipality name) 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__ (county or municipality name) accepts the technology and resource responsibilities for this sharing agreement.

5. This agreement is valid from the date signed __December 7, 2004__ (Date) through December 31, 2007. 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.

- 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.

December 7, 2004
Date

Municipality Relying on Another	**Municipality or County Accepting The Technology and Resource Responsibilities**

DAVID H SCHULTE

Printed Name

David H Shulz

Signed Name

Chairman

Title

TOWN OF LIBERTY

Municipality Name

DONALD RESAR

Printed Name

Donald Resar

Signed Name

VILLAGE PRESIDENT

Title

VILLAGE OF VALDERS

Municipality Name

APPENDIX A

COSTS TO BE REIMBURSED TO THE VILLAGE OF VALDERS FROM THE TOWN OF LIBERTY FOR SVRS SERVICES TO BE PROVIDED BY THE VILLAGE OF VALDERS

RATE PER HOUR $18.00 FOR DATA INPUT TIME. THESE CHARGES WILL BE BILLED TO THE TOWN OF LIBERTY ON A QUARTERLY BASIS IN THE MONTHS OF FEBRUARY, MAY, AUGUST & NOVEMBER .

NOTE***IT IS UNDERSTOOD THAT THE FIRST YEAR OF IMPLEMENTATION OF THE SVRS SYSTEM WILL REQUIRE A SIGNIFICANT AMOUNT OF TIME TO ENTER EVERY REGISTERED VOTER FOR THE TOWN OF LIBERTY. AT THIS TIME I HAVE NO WAY OF ESTIMATING THE AMOUNT OF TIME IT WILL TAKE. ANNUALLY THEREAFTER THE AMOUNT OF TIME SHOULD SEE A SIGNIFICANT DECREASE.

AN ADDITIONAL AMOUNT OF $50.00 PER ELECTION SHALL BE REIMBURSED TO THE VILLAGE TO OFFSET THE COST OF COMPUTER/PRINTER SUPPLIES AND MAINTENANCE, AND DSL INTERNET.

IF ANY UNKNOWN EXPENSES INVOLVING THE IMPLEMENTATION OF SVRS NEED TO BE INCURRED, CONTACT WILL BE MADE WITH THE TOWN OF LIBERTY PRIOR TO PURCHASE TO GET SPLIT COST PURCHASE APPROVAL.

THE ABOVE LISTED COST WILL BE REVIEWED ON AN ANNUAL BASIS AND BY DECEMBER 1ST OF EACH YEAR ANY COST CHANGES WILL BE SUBMITTED TO THE TOWN OF LIBERTY FOR APPROVAL BY JANUARY 1ST OF THE NEXT YEAR.