

**INTERGOVERNMENTAL AGREEMENT BETWEEN
DANE COUNTY AND PARTICIPATING MUNICIPALITIES WITHIN DANE COUNTY TO
PURCHASE NEW ELECTION EQUIPMENT AND SOFTWARE**

This Intergovernmental Agreement (“Agreement”) is made by and between Dane County (“County”), and City of Madison (“Municipality”) located within Dane County, pursuant to § 66.0301, Wis. Stats.

WHEREAS, the Dane County Board has adopted Resolution 134, 2012-2013, which endorses and approves the purchase and cost-sharing of new election equipment and software countywide to replace an aging infrastructure; and

WHEREAS, County has agreed to make an initial investment in the system infrastructure, not to exceed \$3 million; and

WHEREAS, Municipality has agreed that it will contribute one half of the cost for the purchase of its on-site voting equipment and initial training expenses; and

WHEREAS, County and Municipality agree that the County shall purchase the voting equipment from a vendor which shall be chosen by the County at a future date; and

WHEREAS, Municipality agrees to reimburse the County for fifty (50) percent of its equipment, software and training costs within a three (3) year period; and

WHEREAS, Municipality has agreed to pay the full cost of all ongoing maintenance of the system equipment;

NOW, THEREFORE, in consideration of the above premises and the mutual covenants of the parties hereinafter set forth, the receipt and sufficiency of which is acknowledged by each party for itself, County and Municipality agree as follows:

1. **PURPOSE.** The parties agree that it is in the interest of the residents of Dane County and of Municipality to purchase and implement one unified vote counting and reporting system. The parties further agree that it is in both parties’ interest to share the costs of this system upgrade. This Agreement is intended to set forth the cost-sharing terms.
2. **AUTHORITY.** This Agreement is entered into by the parties pursuant to Wis. Stats. §66.0301.
3. **EFFECTIVE DATE.** This Agreement shall commence upon the execution by both parties.
4. **RESPONSIBILITIES OF THE COUNTY.**
 - a. The County shall select and enter into a contract with a vendor for the purchase of voting equipment and software.

- b. The County shall monitor and enforce the terms of the vendor contract, including pursuing enforcement actions as needed. County shall determine disbursement of any awarded damages or penalties.
- c. The County will bill Municipality for its share of costs as determined by the cost sheet provided by the vendor.
- d. The Dane County Clerk shall be the custodian of the flash drives or other memory devices used with the new election equipment.

5. RESPONSIBILITIES OF MUNICIPALITY.

- a. Municipality shall reimburse the County for 50% of the equipment, initial training, and installation costs within three years of receipt of voting equipment as per the repayment schedule selected herein.
- b. Municipality shall contact the Dane County Clerk if they wish to change the repayment schedule. Any change must be approved by the Dane County Clerk.
- c. Municipality shall participate in all necessary training associated with the new equipment and software.
- d. Municipality shall follow all operating and technical requirements which may be established by the County.
- e. Municipality shall be responsible for all ongoing maintenance of the equipment.
- f. The City of Madison shall own the tabulators and ballot boxes

6. PAYMENT PLAN.

Municipality agrees to the following repayment schedule (check one):

Reimbursement in full within 60 days of billing

Reimbursement in 3 equal annual installments. The first installment shall be due within 60 days of billing.

- 7. **DUTY TO COOPERATE.** Each party hereto shall commence, carry on and complete its obligations under this Agreement with all deliberate speed and in a sound, economical and efficient manner, in accordance with this Agreement and all applicable laws.
- 8. **NO WAIVER.** In no event shall the making of any payment or acceptance of any service required by this Agreement constitute or be construed as a waiver by either party of any breach of the covenants of this Agreement or a waiver of any default of the other party and the making of any such payment or acceptance of any such service by the conforming party while any such default or breach on the part of the other party shall exist, shall in no way impair or prejudice the right of the conforming party with respect to recovery of damages or other remedy as a result of such breach or default.
- 9. **SEVERABILITY.** The various provisions of this Agreement are declared to be severable and the findings of any court that any particular clause or clauses is or are unlawful or unenforceable

shall not operate to invalidate the remainder of this Agreement and the same shall continue in effect unless modified by the parties.

10. NO THIRD PARTY RIGHTS. This is an Agreement between the parties, and nothing herein creates any rights in any third person.

11. NOTICE. All notices, including billing statements and payments, shall be sent to the Dane County Clerk (County) and the Municipal Clerk (Municipality) unless another individual is identified by a party.

12. NONDISCRIMINATION AND AFFIRMATIVE ACTION PLAN. During the term of this Agreement, Municipality and COUNTY, each for itself, agree to abide by its own equal employment and nondiscrimination policies and affirmative action plan and, in doing so, to make all employment and service related decisions without regard to age, race, ethnicity, religion, color, gender, disability, marital status, sexual orientation, national origin, cultural differences, ancestry, physical appearance, arrest record or conviction record, military participation or membership in the national guard, state defense force or any other reserve component of the military forces of the United States, or political beliefs and to provide equal opportunity including but not limited to the following: employment, upgrading, demotion, transfer, recruitment, advertising, layoff, termination, training, rates of pay, or any other form of compensation. Municipality agrees to post in conspicuous places, available to all employees and applicants for employment, notices setting forth the provisions of this Agreement as they relate to affirmative action and nondiscrimination. This listing of prohibited bases for discrimination shall not be construed to amend in any fashion state or federal law setting forth additional bases, and exceptions shall be permitted only to the extent allowable in state or federal law.

13. LIABILITY. Each party shall be responsible for the consequences of its own acts, errors, or omissions and those of its employees, boards, commissions, agencies, officers, and representatives and shall be responsible for any losses, claims, and liabilities which are attributable to such acts, errors, or omissions including providing its own defense. In situations including joint liability, each party shall be responsible for the consequences of its own acts, errors, or omissions and those of its employees, agents, boards, commissions, agencies, officers and representatives. It is not the intent of the parties to impose liability beyond that imposed by state statutes. The obligations of the parties under this paragraph shall survive the expiration or termination of this Agreement.

14. COMPLIANCE. Each party warrants for itself that it has complied with all applicable statutes, rules, orders, ordinances, requirements and regulations to execute this Agreement and that the person executing this Agreement on its behalf is authorized to do so.

15. ENTIRE AGREEMENT and AMENDMENTS. The entire Agreement of the parties is contained herein and this Agreement supersedes any and all oral agreements and negotiations between the parties relating to the subject matter hereof. The parties expressly agree that this Agreement shall not be amended by any fashion except in writing, executed by the parties.

