



**John P. Serketich**

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**VIA ELECTRONIC MAIL ONLY**

August 6, 2021

Harry Wait  
4353 Shianne Street  
Union Grove, WI, 53182

Dear Mr. Wait:

This is in partial response to a public records request, dated April 8, 2021, wherein you requested the specific records set forth below between February 1, 2020 to December 31, 2020 set forth below. We intend to respond the outstanding requests forthwith. Please be advised that I am not the custodian of records for the Racine County Clerk nor the Information Technology Department and that I am writing only in my capacity as counsel for Racine County.

You requested:

1. Wendy Christensen, County clerk - records to include emails, notes and correspondence relating to County of Racine activities concerning the 2020 elections with the listed below contents.

*Due to the volume of e-mails that were returned for your search, additional time is required to complete this request. Our office will supplement this response when those e-mails are ready for disclosure.*

2. Copies of County of Racine policies and procedures for selection and hiring of poll workers.

*Each individual municipality performs the selection and hiring of poll workers; therefore, there are no records responsive to your request in the custody or control of Racine County.*

3. All communications between the office of the County Executive, office of the County Legal Counsel and office of Human resources concerning the 2020 elections.

*Due to the volume of e-mails that were returned for your search, additional time is required to complete this request. Our office will supplement this response when those e-mails are ready for disclosure.*

4. All communications containing CTCL, National Vote at Home Institute, Center for Tech and Civic Life, Wisconsin Safe voting plan, Ideas42, Michelle Nelson, Tiana Epps Johnson, John McLaughlin, Kris Teske, John Antaramian, Maribeth Witzel-Behl, S. Claire Woodall-Vogg, Kathleen Fischer, Whitney May, Hillary Hall, Michael Spitzer-Rubenstein, Tara Coolidge, Vicky Salkowe, Regi Bachochin, Fabi Maldonado, Jody Spencer, Nick Demske, Melissa Kaprelian-Becker, Robin Vos, Van Wanggaard, Robert Wittke, Cory Mason, Scott Letteney, Marisa Roubik.

*Due to the volume of e-mails that were returned for your search, additional time is required to complete this request. Our office will supplement this response when those e-mails are ready for disclosure.*

5. Identify Racine County computer, voting machine, software or any other electronic device owned, leased, or used by Racine County with ID 3b:4d:09:3d:be:56 and 07:59:bb:8c:3b:11 and 5b:90ce.66.f5:83 and 5b:90cc.66.f5:83 in 2020.

*There are no records responsive to this request in the custody or control of Racine County.*

6. Identify the owner user or lessee in Racine County in 2020 of IP address and location IP 216.186.47 and 2.16.186.2

*There are no records responsive to this request in the custody or control of Racine County.*

7. Copy of purchase, lease, user agreement Racine County has with Dominion voting machines from 2015-2020.

*Enclosed please find all records responsive to your request; the serial numbers of the equipment were redacted to maintain the security of election systems.*

8. Copy of purchase, lease, user, agreement Racine County has with Smartmatic voting software from 2015-2020.

*There are no records responsive to this request in the custody or control of Racine County.*

9. Copy of contract with Dominion voting machines 2015-2020.

*The contract with Dominion Voting Systems is part of the Command Central contract, which is enclosed in response to this request.*

10. Copy of software agreement with Smartmatic, Dominion Voting Systems, Scytl or any other voting software used in collecting votes, storing votes, counting votes, adjudicating votes, or transmitting votes in Racine County from 2015-2020.

*There are no contracts between Racine County and Smartmatic, Scytl, or other vendors for the time frame you requested. As noted in the response above, the contract with Dominion Voting Systems is part of the Command Central contract, which is enclosed in response to this request.*

11. Contract or contracts with all other voting machines or software used in voting in Racine County elections in 2020.

*Enclosed please find all known records responsive to your request, which include Resolution 2016-157 and the Command Central contract referenced in above responses.*

12. Were any or all voting machines or election devices including software owned, leased, or used connected to the internet in any form counting votes, collecting votes, adjudicating votes, storing votes, or transmitting votes while votes were being cast, counted, stored, adjudicated, reviewed, transmitted, between November 1, 2020 thru November 5, 2020 give specific details as how the internet was used.

*There are no records responsive to this request in the custody or control of Racine County. To answer your question, the voting machines are never connected while/during the voting process. The machines are only connected (manually by designated poll workers) after the votes are cast, counted, etc., then the machines are disconnected from the internet after transmission of the results is completed.*

13. Were any representatives of Dominion, Smartmatic, or any software or voting device manufacturer present at any voting location between November 1, 2020 and November 5, 2020. If so, identify who they were.

*There are no known records in the custody or control of Racine County. It is possible that Command Central representatives were on site, but their presence is not logged or recorded by Racine County.*

14. Identify all persons who verified the vote count in Racine County for the November 3, 2020 election.

*Enclosed please find all known records responsive to your request.*

15. Number of adjudicated ballots in Racine County from November 1, 2020 thru November 5, 2020 per presidential election per voting machine and

physical location.

*Enclosed please find all known records responsive to your request, which is the same record disclosed in response to your request list above as number 14.*

16. Identify any and all voting machines or election devices including software owned, leased, or used that have default passwords.

*The records disclosed in response to your other requests set forth herein are the only responsive records.*

17. Confirm or deny contract requires identifying FOIA requesters.

*Please see the enclosed Command Central contract for any responsive information.*

Pursuant to Wis. Stat. § 19.35(4)(b), this determination is subject to review by mandamus under Wis. Stat. § 19.37(1) or upon application to a district attorney or the Attorney General.

You previously paid \$183.24 for location fees which was received on May 28, 2021. As previously indicated, there will be additional fees associated with completing the remainder of your request. We will provide the final costs with our supplemental response.

Sincerely,

*Electronically signed by John P. Serketich*

John P. Serketich  
Principal Assistant Corporation Counsel

Enc. (4)





# COMMAND CENTRAL

an Election Management company

## Voting System Proposal

April 10, 2017

**Prepared for:**

Racine County, Wisconsin

Wendy Christensen, County Clerk

**Prepared by:**

Command Central

Mike Frericks, Regional Sales Representative

Your partner for  
successful elections!



Phone: **320.259.7027**

Fax: 320.259.7028

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**Racine County, Wisconsin**

Wendy Christensen  
730 Wisconsin Avenue  
Racine, WI 53403

April 10, 2017

Dear Wendy,

I am pleased to provide this proposal for a new voting system for Racine County.

Command Central has been providing Racine County and its municipalities with voting equipment, programming support, hardware maintenance services and customer support of your elections for over 11 years. We appreciate the opportunity to continue the professional relationship we have enjoyed and pledge to continue working hard on your behalf.

As you know from working with us over the years, Command Central's experienced staff and our dedication to providing outstanding customer service is why we have over 1,100 customers in the State of Wisconsin. We are excited to include in this proposal Dominion Voting Systems' newest innovations in their Democracy Suite® line that became certified in the State of Wisconsin in June of 2015.

Please review the **Cost & Payment Summary for Approval** page included and return a signed copy to me at: [mike.frericks@ccelections.com](mailto:mike.frericks@ccelections.com) or fax it to: 320-259-7028.

Thank you again for allowing us to be part of your elections in Racine County. If you have any additional questions or require any further information, please contact me directly at 320-258-9890.

Sincerely,

**Mike Frericks**

Regional Sales Representative  
Command Central

Email: [mike.frericks@ccelections.com](mailto:mike.frericks@ccelections.com)

**Direct: 320-258-9890**

Office: 320-259-7027

Fax: 320-259-7028

## **NOTICE OF CONFIDENTIALITY & NON-DISCLOSURE**

Some of the information provided in this proposal is Confidential and Proprietary and is marked accordingly. The information contained herein includes Trade Secrets, Commercial and Financial Information that is exempt from any Federal, State or local public disclosure or Freedom of Information Act requests. This information is provided in the strictest confidence and is not meant for public disclosure.

Please direct inquiries regarding this matter to:

**Command Central**  
2901 Third Street South  
Waite Park, MN 56387  
Phone: 320-259-7027  
Fax: 320-259-7028

**Proposal Pricing Breakdown - Democracy Suite® / ImageCast®**

The below information is an estimate of the cost of equipment, software, and services for the purchase of Dominion Voting's Democracy Suite products and related items. It is meant for budgetary purposes only.

County, State: **Racine County, Wisconsin**

Issue Date: **4/10/2017**

Customer Contact: **Wendy Christensen**

**Initial / Year One (1) Estimated Costs:**

Item #	Recommended Hardware/Software	Estimated Quantity	Unit Price*	Total Amount
<b>ImageCast® Ballot Scanning Precinct Tabulators</b>				
#	<b>ImageCast® Evolution (ICE) Precinct Tabulator **</b> Includes: 1 ADA Audio Tactile Interface (ATI), 1 Headphone, 2 8GB Compact Flash Memory Cards, 2 Security iButtons, 1 Internal Battery	73	\$ 7,200	\$ 525,600
#	<b>ImageCast® Ballot Box - ICE **</b>	73	\$ 1,000	\$ 73,000
#	<b>Digital Modem</b>	73	\$ 275	\$ 20,075
#	<b>Acceptance Testing, Installation &amp; Training</b> Includes: Preliminary acceptance testing and labeling at Command Central, 1 Tabulator Carrying Case, 1 Training Kit, 1 Election Kit, 1 On-site Group Training Session. (See additional document for kit information)	73	\$ 800	\$ 58,400
#	<b>Delivery</b> (Per Tabulator w/Ballot Box to Group Training Site)	73	\$ 150	\$ 10,950
<b>Ballot Scanning Precinct Tabulators Sub-total:</b>				<b>\$ 688,025</b>
<b>Democracy Suite® Election Management System (EMS)</b>				
#	<b>EMS Servers &amp; Client Hardware</b> Includes: Democracy Suite® EMS Server, ImageCast® Communications Manager Server, Watchguard Firewall, Switch, Server Rack (if needed), Election Event Designer (EED) / Results Tally & Reporting (RTR) Client, Report Printer, Compact Flash Card Reader/Burner, iButton Programmer. Also includes all peripheral devices (e.g., monitors, keyboards, mice, KVM Switch, cords, cables, etc.).	1	\$ 18,775	\$ 18,775
#	<b>EMS Software &amp; Licenses</b> Includes software and licenses for: Democracy Suite® EMS Server, ImageCast® Communications Manager, SQL Server, Cepstral	1	\$ 112,000	\$ 112,000
#	<b>EMS Hardware/Software Installation, Testing &amp; Training</b> Includes: Installation of all EMS and Related Hardware and Software, System Integration Testing, System Overview Training, Procedure Training & Documentation	3	\$ 1,800	\$ 5,400
#	<b>EMS Training &amp; Support</b> Includes: Initial on-site (or at Command Central) training session that covers start-to-finish election programming, proofing, testing, burning, packaging, & results transmission/receiving. Also includes year-round phone support, ballot layout assistance, election project file backup and archiving, and election project review.	1	\$ 15,000	\$ 15,000
#	<b>Estimated Delivery</b> (For all EMS hardware and peripherals)	1	\$ 800	\$ 800
<b>EMS Hardware and Software Sub-total:</b>				<b>\$ 151,975</b>
<b>Additional Items</b>				
11	<b>Wireless Modem - Data Service Agreement &amp; Hardware Warranty Agreement (DSA-HMA)</b>	73	\$ 175	\$ 12,775

	Includes: Year-round Data Service Agreement for Testing and Election Night Transmission, Hardware Maintenance Agreement on the Digital Modem. (See additional information document)			
#	<b>Sales Discount &amp; Trade-In Allowance</b>	1	\$ (115,000)	\$ (115,000)
				Additional items: \$ (102,225)
<b>Total Year One (1) Estimated Cost:</b>				<b>\$ 737,775</b>
<b>Ongoing Annual Costs:</b>				
Item #	Annual Software Licenses, Support and Maintenance	Estimated Quantity	Unit Price***	Total Amount
<b>ImageCast® Ballot Scanning Precinct Tabulators</b>				
#	<b>Annual ImageCast® ICE Firmware</b> Ongoing Annual Fee (after year 1). Covers all Dominion Voting firmware licenses and upgrades.	73	\$ 228	\$ 16,644
#	<b>Annual ICE - Hardware Maintenance Agreement (HMA)</b> Ongoing Annual Fee (after year 1). Covers all hardware, repairs, shipping costs, ongoing training, phone support and election day support.	73	\$ 400	\$ 29,200
15	<b>Wireless Modem - Data Service Agreement &amp; Hardware Warranty Agreement (DSA-HMA)</b> Ongoing Annual Fee (after year 1). Includes: Year-round Data Service Agreement for Testing and Election Night Transmission, Hardware Maintenance Agreement on the Digital Modem. (See additional information document)	73	\$ 175	\$ 12,775
				Ballot Scanning Precinct Tabulators Sub-total: \$ 58,619
<b>Democracy Suite® Election Management System (EMS)</b>				
#	<b>Annual EMS Software &amp; Licenses</b> Includes annual software licenses for: Democracy Suite® EMS Server, ImageCast® Communications Manager	1	\$ 22,400	\$ 22,400
#	<b>EMS Training &amp; Support</b> Includes: Initial on-site (or at Command Central) training session that covers start-to-finish election programming, proofing, testing, burning, packaging, & results transmission/receiving. Also includes year-round phone support, ballot layout assistance, election project file backup and archiving, and election project review.	1	\$ 15,000	\$ 15,000
				Central Count Systems Sub-total: \$ 37,400
<b>Ongoing Annual Estimated Cost:</b>				<b>\$ 96,019</b>

\*Pricing is guaranteed for 90 days from the date of this quote.

\*\*Includes 12 Mo. Hardware Warranty & Software License.

\*\*\*Amounts due in years 2 and thereafter are subject to annual increases reflective of inflation.

\*\*\*\*Modem data plans are required for transmission of results to EMS Communications Manager Server. See additional service plan.

**Command Central Sales Contact:**

**Mike Frericks**

email: [mike.frericks@ccelections.com](mailto:mike.frericks@ccelections.com)

phone: **320.258.9890**

Visit our website: [www.ccelections.com](http://www.ccelections.com)

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## Cost & Payment Summary for Approval

### Racine County, Wisconsin

The below information summarizes the cost of equipment, software, and services as well as which vendor payments will be made to. The costs and fees are detailed in the various documents included in this proposal.

**A signature from an authorized person is required to accept this proposal.**

#### Summary of All Fees Paid to Dominion Voting Systems, Inc.

##### Initial Purchase:

Precinct Tabulation Hardware	\$ 618,675
Election Management Software	\$ 112,000
Election Management Hardware & Implementation	\$ 24,975
Sales Discount & Trade-In Allowance	(\$ 115,000)
<b>Total:</b>	<b>\$ 640,650</b>

##### Ongoing Annual Fees (after year 1):

EMS Software Licenses	\$ 22,400
Tabulator Firmware	\$ 16,644
<b>Total:</b>	<b>\$ 39,044</b>

**IMPORTANT:** The purchase of ImageCast equipment includes a one-year warranty through Dominion. However, Command Central will honor and service that agreement at no charge for municipalities and support them directly through training, installation and support throughout the year following the purchase. We will provide all support (both in-person and phone), shipping of loaners (if necessary) and support in your area on Election Day at Command Central's cost for the duration of the first year. Subsequent annual support will be provided by Command Central's Hardware Maintenance Agreement as outlined below.

#### Summary of All Fees Paid to Command Central, LLC.

##### Initial Training, Installation, & Delivery:

Training and Installation	\$ 58,400
Delivery	\$ 10,950
Wireless Modem DSA-HMAs	\$ 12,775
Software Support Agreement	\$ 15,000
<b>Total:</b>	<b>\$ 97,125</b>

##### Ongoing Annual Fees (after year 1):

Hardware Maintenance Agreements	\$ 29,200
Wireless Modem DSA-HMAs	\$ 12,775
Software Support Agreement	\$ 15,000
<b>Total:</b>	<b>\$ 56,975</b>

**Acceptance of Proposal:**

With an authorized signature below, I hereby accept the above prices and conditions outlined above and on included proposal details pages. Payment is due upon receipt of invoice to the companies outlined above.

**Authorized Signature:** \_\_\_\_\_

**Printed Name & Title:** \_\_\_\_\_

**Date of Acceptance:** \_\_\_\_\_



REVIEWED BY FINANCE DIRECTOR

Sheldyn Zinn 5/18/17  
Sign Date



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## Budgetary Equipment List Pricing

### ImageCast Tabulators (DVS-DemSuite4.14-D)

<b>ICP</b> ImageCast Precinct w/Ballot Box	<b>\$4,900.00</b>
<b>ICP-BMD</b> ImageCast Precinct w/Ballot Box plus HAVA compliant accessories	<b>\$5,900.00</b>
<b>ICE</b> ImageCast Evolution w/Ballot Box	<b>\$8,200.00</b>
<b>ICE-D</b> ImageCast Evolution w/Ballot Box plus add-on external display accessories	<b>\$9,500.00</b>
<b>ICC</b> ImageCast Central Count Various scanner options to best fit your jurisdiction's needs.	<b>Contact Us</b>

### Additional Fees

<b>Equipment Installation &amp; Training Package</b> See detail document for a list of everything that is included in the package. per Tabulator w/Ballot Box	<b>\$800.00</b>
<b>Delivery</b> per Tabulator w/Ballot Box	<b>\$150.00</b>

### Firmware License Fees

A firmware license fee is charged by the equipment manufacturer (Dominion Voting Systems) for each tabulator per year, after the first year. The first year of the hardware firmware license is included in the initial purchase.

<b>ICP, ICP-BMD, ICE</b>	<b>\$228.00</b>
<b>ICE-D</b>	<b>\$299.00</b>

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## 2017 Budget Information

### ImageCast Election Equipment - RTR + Media Programming license owners

#### ImageCast Precinct, ImageCast Evolution

(DVS-DemSuite4.14-D)

##### 1-Sided Ballots

- 8.5"x11", 8.5"x14"
- 8.5"x17", 8.5"x19", 8.5"x20", 8.5"x22"

Per Tabulator

**\$235**

**\$275**

##### 2-Sided Ballots

- 8.5"x11" and 8.5"x14"
- 8.5"x17", 8.5"x19", 8.5"x20", 8.5"x22"

**\$305**

**\$345**

##### Additional Fee Per Ballot Style

- 8.5"x11", 8.5"x14"
- 8.5"x17", 8.5"x19", 8.5"x20", 8.5"x22"

**\$25/each**

**\$50/each**

**Please Note:** The cost estimation above includes only the initial programming of each election into the Democracy Suite Election Management System (EMS) software that Command Central is licensed for. The customer will also be required to have purchased all of the hardware and own a current software license for the Results, Tally and Reporting + Media Programming (RTR+) version of the software. Once all required reports and ballots are proofed and given final approval by the customer, Command Central will provide a final packaged copy of the programmed election to the customer to load into their version of EMS RTR+ for the remainder of the election programming procedures. Any changes to the initial programming completed by Command Central after final approval will be subject to correction fees on an hourly basis.

#### Election programming pricing conditions: \*

- This pricing applies only to **county-wide** elections. Any other election type requires special pricing.
- All election information must be supplied by the County Clerk.
- Submitted election information must be correct, complete, and within time guidelines.
- Command Central will bill counties only.
- Command Central will provide ongoing training and orientation classes for County Clerks and their staff at our facility at no charge. Ongoing training at customer's location is subject to a \$1,500 per day fee.
- School Districts will be billed directly for their portion of the programming unless otherwise requested.
- Counties/municipalities may divide coding charges depending on individual policies.
- Any other language other than English requires special pricing.
- Corrections or work outside the above parameters constitute "Enhanced Support" and is billable at \$150/hour, \$300 minimum billing.

\*Command Central reserves the right to adjust programming and in the case of unforeseen circumstances on a case-by-case basis.

## 2017 Budget Information (Continued)

### Dominion Voting ImageCast Tabulators

#### Election Memory Device Results Backup/Archiving & Transfer Requests

For any voting systems approved for use after January 1, 2009, the "data" that should be transferred and maintained electronically for 22 months pursuant to §7.23(1)(f) and (g), Wis. Stats., and 42 U.S.C. § 1974, is the electronic record of the program by which votes are to be recorded or tabulated, which is captured prior to the election and all election programming and materials from each device, which can be downloaded to hard drive or disk before erasure and reprogramming. All ImageCast tabulators will have been certified after January 1, 2009.

#### ImageCast Precinct, ImageCast Evolution

(DVS-DemSuite4.14-D)

##### Memory Device - Backup/Archiving

**Tabulator Memory Device Set**  
(2 - Compact Flash Cards per set)

**\$20** Per Tabulator / Set of Cards,  
per election

##### Memory Device - Transfer for Records Requests

**Tabulator Memory Device Set**  
(2 - Compact Flash Cards per set)

**\$20** Per Tabulator / Set of Cards

#### Memory device backup/archiving & transfer request pricing\* conditions:

- All pricing is subject to the return of memory devices to Command Central after the required retention as defined by the June 9, 2010 statement issued by the Wisconsin Government Accountability Board. The statement can be referenced here: <http://gab.wi.gov/node/1126>. If memory devices are returned earlier than the 14 or 21 day retention period, additional fees may apply.
- Before Command Central will provide a backup/archiving service, the "Memory Device Return Policy" must be signed and returned for all memory devices.
- All transfer requests will be provided either digitally via an FTP site or by a hardware storage device such as a CD, DVD or USB flash drive. All requests within a county will be provided on one (1) hardware storage device.
- Multiple copies and/or request will be billed individually.
- Command Central will bill counties only.
- Any additional request or work outside the above parameters constitutes "Enhanced Support" and is billable at \$150/hour, \$300 minimum billing.
- Counties/municipalities may divide backup/archiving & transfer request charges depending on individual policies.

\*Command Central reserves the right to adjust backup/archiving & transfer request pricing in the case of unforeseen circumstances on a case-by-case basis.

**2017 Budget Information (Continued)**  
**Dominion Voting ImageCast Tabulators**

**Hardware Maintenance Agreement (HMA)**

**ImageCast Tabulators**

(DVS-DemSuite4.14-D)

<b>ImageCast Precinct (ICP)</b>	<b>\$300/year</b>
<b>ImageCast Precinct w/HAVA components (ICP-BMD)</b>	<b>\$325/year</b>
<b>ImageCast Evolution (ICE)</b>	<b>\$400/year</b>
<b>ImageCast Evolution w/Dual Display Option (ICE-D)</b>	<b>\$425/year</b>
<b>ImageCast Central Count</b>	<b>\$3,500/year</b>

**HMA pricing\* conditions:**

- 2017 rates apply to tabulators that have a current HMA or warranty expiring in 2016.
- HMAs may be prorated to align with the calendar year whenever possible.
- HMA pricing assumes “depot site” preventative maintenance (PM) checks. A “depot site” is a centralized location where multiple municipalities bring their equipment once per year for a scheduled PM check.
- All Command Central support not under HMA will be billed at \$150/hour.
- An HMA Reinstatement Fee of \$350 will be assessed for municipalities letting their HMA coverage lapse. If a municipality cancels an agreement one year and decides to reinstate it the next, there will be a \$350 re-certification.

\*Command Central reserves the right to adjust programming and HMA pricing in the case of unforeseen circumstances on a case-by-case basis.

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## **2017 ImageCast® Wireless Modem Service Plans Verizon – Budgeting Information**

The following budgetary information is intended for customers who have or will have the Democracy Suite® - Results, Tally, and Reporting (RTR) application along with ImageCast tabulators and will use wireless modems on the Verizon Wireless Network. Counties and municipalities using wireless modems to transmit election results will be required to have an active data plan established.

### **Data Service Agreement & Hardware Maintenance Agreement (DSA+HMA)\***

Command Central has partnered with Verizon Wireless to offer a year-round **Data Service Agreement (DSA)** plan that will allow for data transmission anytime during the year. It is important to have a plan in place so that your scheduled elections, special elections, and even training and mock elections will have a data plan available for use. Our plan offers a price that is much more cost-efficient than the standard consumer data pricing plans.

As with all of our **Hardware Maintenance Agreement (HMA)** plans, our HMA plan for the modems covers all costs associated in maintaining the modem during the duration of the agreement. This includes an annual Preventative Maintenance (PM)\* review of the device, internal radio testing, SIM card plan management, back-up / loaner equipment (including equipment on hand with our roaming technicians on Election Day), any additional parts or repairs, all shipping costs of devices if repairs are needed, and of course telephone support.

**The cost of the DSA+HMA plan is: \$175 per modem, annually.\***

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### **\*Terms & Conditions:**

- Only devices certified for use with ImageCast tabulators are allowed to be used. Any attempt to use other devices will cause the tabulator to malfunction.
- All modems must be collected by the county and available for a single-event pick up for each annual PM event. Modem PM events will be performed near year-end, after any election data retention periods.
- Command Central will bill counties only, unless otherwise approved.
- Counties/municipalities may divide service charges depending on individual policies.
- Command Central reserves the right to adjust service pricing in the case of unforeseen circumstances on a case-by-case basis.

## **Equipment Installation & Training ImageCast Tabulator Package Detail**

This detail is to inform you of all the steps, components, and features that are included with our installation and training package for the new ImageCast tabulators. We take great pride in understanding and providing everything you need to get ready for your first election. We want to prove to you up front the quality customer service from Command Central that you can expect for years to come.

### **Installation & Compliance Testing**

All components are shipped from Dominion Voting directly to Command Central's warehouse where we confirm inventory and assemble all the components. We then test the following items included in your equipment purchase for compliance and certify them to be in working order:

- ImageCast Tabulator
  - Built-In Write-In Ballot Diverter
  - Built-In Thermal Printer w/Paper Roll
  - Built-In 4 Hour Internal Battery
- ImageCast Ballot Box & Tabulator Specific Locking Tray
- Additional Power Cord for Routine Battery Charging
- ADA Audio-Tactile Interface (ATI) , Cable & Headphones
- Ballot Marking Device (BMD) & Cables (if applicable)
- Dual-Display Monitor & Cable (if applicable)
- 2 Compact Flash Memory Cards
- iButton Security Key
- Ink Cartridge (for ballot marking device)

Once everything has been approved by our technicians, we add additional instructional labels and signage that accompany our Testing/Election and Training Guides to make the equipment easier to use for your poll workers. We also assemble your Election and Training Kits that have been customized to your state's requirements to ensure a successful election.

### **Equipment Carrying Cases**

Specially designed carrying cases are included with the installation and training package. These carrying cases help protect the tabulators (and printers if applicable) during storage and provide an easier way to transport them for Preventative Maintenance visits.

### **Equipment Training**

#### **Initial Group Training Session**

After Command Central is confident that every installation detail is complete and ready for you, we will deliver the equipment to the pre-scheduled group training session(s) where all clerks, deputies, and chief inspectors are encouraged to attend the FIRST round of training. During the initial group training session, we will demonstrate the new equipment and answer all questions or concerns about upgrading to the new equipment. Because your new equipment will be at the training session, you will get to spend a few hours of hands-on training with our trainers and technicians that will be on site. Our #1 training goal is to make sure that when you leave the initial training session, you have 100% confidence in the new equipment and your ability to use it.

### **First Election Refresher Training Session**

To be absolutely sure that you have complete confidence in the equipment for your first election, we will again send a trainer to a pre-scheduled group training session to offer a refresher before your first pre-election testing begins. You will not bring your equipment to this session as we will provide a few training machines.

### **Training and Election Kits**

Each tabulator will come with a durable storage bin that will help organize all your election and training materials. In each bin, the following items are provided as part of your installation and training fee:

#### **Training Kit**

Our training kit includes everything you need to conduct routine poll worker training at your convenience.

- Printed training guide
- Access to online training videos
- Access to online training files to print in additional guides or help documents
- 2 pre-marked training ballot test decks:
  - Special training deck showing errors
  - Standard training deck showing tabulation and reporting
- 50 blank training ballots
- Training lanyard/wallet
  - Custom-printed identification card
- 2 additional compact flash memory cards for training purposes only
- Removable carabineer for security keys
- Additional iButton security key for training purposes only
- Additional ballot box key

#### **Election Kit**

The election kit includes everything needed to perform your pre-election testing tasks and election day requirements.

- Printed election guide
- Access to online testing and election day training videos
- Access to online files to print additional guides or help documents
- Election lanyard/wallet\*
  - Custom-printed identification card
- Removable carabineer for security keys
- Ballot box key

\* Each election will require the 2 compact flash memory cards and the iButton security key to be programmed individually. The election lanyard/wallet, all compact flash cards, and all security keys will be securely stored at Command Central when not in use.

### **Additional Training**

County and Municipal Clerks that are customers of Command Central are welcome to visit us at our St. Cloud, MN office for training at agreed-upon dates at no charge, once a year.

## Components of a Command Central Hardware Maintenance Agreement (HMA) for ImageCast Equipment and applicable charges without an HMA

- 1) **One Annual Preventive Maintenance (PM) Inspection per Year.** Once a year, our technicians will analyze your machine(s) to ensure that they are working properly for the upcoming election(s). This PM inspection includes running diagnostics, cleaning the unit, recalibration, cleaning print heads, testing printers, testing audio units, and making any necessary adjustments. *Election tabulators that are properly maintained will continue operating in the field for up to 40% longer than those that are not.* In other words, if you maintain your tabulator and all required components, the units will perform as if it were new for many years to come and you will maximize the life of the machine!

WITHOUT AN HMA: Technical support is available for \$150/hour, including travel time, minimum billing of two hour.

- 2) **Machine and Media Parts, Labor and Services.** If our technicians need to replace any parts or perform any repairs to keep your equipment and/or memory devices running smoothly, those charges are included in an HMA. This work may be performed onsite or at a Command Central facility, in which case all shipping expenses are paid by Command Central.

WITHOUT AN HMA: All parts and labor, plus installation and shipping charges required to keep your equipment and media operating properly would be billable.

- 3) **Telephone Support.** Customers with an HMA can pick up the phone *at any time* and call Command Central. **This includes any and all questions regarding PRE-Lat and Public Testing, or Election Day support.** In fact, we *encourage* you to call if you encounter any unusual situations or messages. This phone support includes extended hours during pre-election testing and 6:30 a.m. through 9:00 p.m. each and every Election Day where your call will be answered immediately, or returned within just a few minutes.

WITHOUT AN HMA: Any inquires, plus Pre-LAT, Public Test or Election Day telephone support is available at \$150 per hour, minimum billing of two hour.

- 4) **"Mandatory" Election Programming Backup.** The State of Wisconsin's Electronic Election Data Retention Policy, WI State Statute §7.23(1)(g), **requires** election programming to be backed up electronically and stored for 22 months. Command Central provides programming backup and storage (off-site, in a secured vault), for every election, making you fully compliant with state statutes.

WITHOUT AN HMA: **Mandatory** Programming Backup and Storage costs would cost \$50 per election. Typically, there are four statewide elections in even years and two elections in odd years.

- 5) **Training Classes.** In January of even-numbered years, Command Central offers training/re-training classes at several different locations throughout the State of Wisconsin. In addition, upon request, any and all training is available *at any time* at Command Central facilities. (ALL free-of-charge.)

WITHOUT AN HMA: Training would be billed at \$150 per hour, including setup and travel time.

(continued on reverse side)



- 6) "Election Guide" Updates.** Command Central Election Guide (Machine Operating Instruction Manual) updates and revisions are available at no charge to customers with HMA's. That includes new, upgraded versions of the Election Guide which are offered periodically.

WITHOUT AN HMA: Election Guides (partial or complete) updates, revisions, or upgrades are \$50.

- 7) Post-Election Technical Support.** HMA customers are encouraged to call Command Central for onsite Post-Election technical support. When Command Central Technicians are in the field immediately following every statewide major election, they are available for onsite support. This is the ideal time to address a "non-emergency" issue that may have occurred on Election Day.

WITHOUT AN HMA: Technical consultation/support is available at \$150 per hour, including travel time, with a minimum billing of two hour.

- 8) "Loaner Equipment".** Pre-Election or applicable Election Day "loaner equipment" is available for customers with an HMA. In other words, if you experience problems with your equipment *prior* to Election Day or on Election Day, Command Central will ship or drop off a loaner unit at no charge. We will then either repair your unit in the field or issue a "pick up tag" for your unit to be returned to us for repair (in which case Command Central will cover all shipping charges, as well).

WITHOUT AN HMA: Per election back-up unit prices, if emergency loaner equipment is required: ICP-BMD: \$750; ICE: \$1,500; NOTE—Federal Law requires that a HAVA-compliant voting machine must be operational in every polling location for every election.

- 9) In-State Election Day Support.** Command Central places between 6 and 8 support people in Wisconsin for *every* state-wide election. These support people are available for onsite support and carry back-up units (tabulators and printers) with them in case an issue can be resolved by temporarily replacing your unit. HMA customers may use this service at no charge.

WITHOUT AN HMA: In-state Election Day Support is available at \$150 per hour, minimum billing of two hour.

- 10) Open Record Request Consultation.** Command Central is available for questions regarding available services for responding to open-records requests.

WITHOUT AN HMA: Consultation is available at \$150 per hour, minimum billing of two hour.

- 11) Command Central Website.** Users may visit a Command Central website with an "access code" specific to HMA customers. Supply ordering, Election Guide information, and other current or future online tools will be available.

WITHOUT AN HMA: Access will only be available to HMA "members".

**TO REINSTATE AN EXPIRED HMA: An HMA Reinstatement Fee of \$300 will be assessed for municipalities letting their HMA coverage lapse. If a municipality cancels an agreement one year and decides to reinstate it the next, there will be a \$200 re-certification charge (to cover special diagnostic testing to ensure the machine is functioning properly) PLUS that year's normal HMA fee.**



United States Election Assistance Commission



## Certificate of Conformance

### Dominion Voting Systems Democracy Suite 4.14-D

The voting system identified on this certificate has been evaluated at an accredited voting system testing laboratory for conformance to the 2005 *Voluntary Voting System Guidelines (2005 VVSG)*. Components evaluated for this certification are detailed in the attached Scope of Certification document. This certificate applies only to the specific version and release of the product in its evaluated configuration. The evaluation has been verified by the EAC in accordance with the provisions of the *EAC Voting System Testing and Certification Program Manual* and the conclusions of the testing laboratory in the test report are consistent with the evidence adduced. This certificate is not an endorsement of the product by any agency of the U.S. Government and no warranty of the product is either expressed or implied.

Product Name: Democracy Suite

Model or Version: 4.14-D

Name of VSTL: NTS Huntsville

EAC Certification Number: DVS-DemSuite4.14-D

Date Issued: 11/25/2014

*Chief Operating Officer & Acting Executive Director*  
*U.S. Election Assistance Commission*

Scope of Certification Attached

# State of Wisconsin\Government Accountability Board

212 East Washington Avenue, 3<sup>rd</sup> Floor  
Post Office Box 7984  
Madison, WI 53707-7984  
Voice (608) 266-8005  
Fax (608) 267-0500  
E-mail: [gab@wisconsin.gov](mailto:gab@wisconsin.gov)  
<http://gab.wi.gov>



JUDGE GERALD C. NICHOL  
Chair

KEVIN J. KENNEDY  
Director and General Counsel

---

## Via Email

June 29, 2015

Mr. Ian S. Piper  
Director of Federal Certification  
Dominion Voting Systems, Inc.  
1201 18<sup>th</sup> Street, Suite 210  
Denver, CO 80202

Mr. Piper:

On June 18, 2015, the Wisconsin Government Accountability Board (Board) granted approval of the Dominion Democracy Suite 4.14-D and 4.14-DS voting systems.

Board Staff tested and the Board approved the following hardware for the 4.14-D and 4.14-DS:

<i>Equipment</i>	<i>Hardware Version(s)/Make and Model</i>	<i>Firmware Version</i>	<i>Type</i>
ImageCast Precinct (ICP)	320A, 320C	4.14.17-US**	Polling place scanner and tabulator
Ballot Marking Device (ICP-BMD Audio)	HP Office Jet 7110*		Accessibility add-on
ImageCast Central (ICC)	Canon Scanner DR-X10C/G1130*  OptiPlex 9020/9030 Desktop*	4.14.17**	Central count scanner and tabulator
ImageCast Evolution (ICE)	410A  External Monitor AOC 156LM00003*	4.14.21**	Polling place scanner and tabulator w/ accessibility functionality

Compact Flash Cards*	<u>SanDisk Ultra***:</u> SDCFHS-004G SDCFHS-008G <u>RiData:</u> CFC-14A RDF8G-233XMCB2-1 RDF16G-233XMCB2-1 RDF32G-233XMCB2-1 <u>SanDisk Extreme:</u> SDCFX-016G SDCFX-032G <u>SanDisk:</u> SDFAA-008G		Memory device for ICP and ICE tabulators.
Modems (4.14-DS only)*	Verizon USB Modem Pantech UML295  USB Modem MultiTech MT9234MU  CellGo Cellular Modem E-Device 3GPUSUS  AT&T USB Modem MultiTech GSM MTD-H5 Fax Modem US Robotics 56K V.92.		Analog and wireless modems for transmitting unofficial election night results.

\* COTS devices used by the Democracy Suite Voting System.  
 \*\* Board staff visually inspected firmware versions on each piece of voting equipment.  
 \*\*\* Dominion recommended flash cards.

Board staff tested and the Board approved the following software for the 4.14-D and 4.14-DS:

<i>Software</i>	<i>Version</i>
Democracy Suite Election Management System (EMS)*	4.14.37
<ol style="list-style-type: none"> <li>1. Election Event Designer</li> <li>2. Results Tally and Reporting</li> <li>3. Audio Studio</li> <li>4. Data Center Manager</li> <li>5. Election Data Translator</li> <li>6. Application Server</li> <li>7. Network Attached Storage Server</li> <li>8. EMS File System Service</li> <li>9. Database Server Application</li> </ol>	
ImageCast Listener (4.14-DS only)	2.1.1.5301

\*The EMS version presented for approval excluded any Adjudication or AIMS software components (which received approval by the EAC) due to scheduling of testing and limited practical uses of the Adjudication software in Wisconsin.

In order to maintain approval for use of the 4.14-D and 4.14-DS in Wisconsin, Dominion must comply with the requirements of Chapter 7 of the Government Accountability Board Administrative Code. A copy of this chapter has been enclosed for your review. Specifically, Dominion must:

1. Timely pay the Board's costs for testing and approving these voting systems. An invoice will arrive separately.
2. Immediately notify the Board of any changes to these voting systems. The Board will determine the procedures for approving any changes for use in Wisconsin on a case-by-case basis.
3. Furnish a copy of the programs, documentation, and source code for these systems to be placed in escrow with EscrowTech International, Inc within 90 days from the date of this letter, in accordance with Wis. Stat. § 5.905(2).
4. Ensure that the election results from these systems can be exported on election night into the Statewide Voter Registration System (SVRS) in a format specified by the Board.
5. Inform the Board regarding any municipalities in Wisconsin which agree to use these voting systems, as well as any states or other jurisdictions which approve this voting system for use.
6. In the instance of voluntary withdrawal, involuntary decertification by the US EAC (or other Federal agency responsible for voting systems certification), or revocation of approval by the Board of the Dominion Democracy Suite 4.14-D or 4.14-DS (including any component), Dominion shall provide affected customers with substitute tabulation equipment so that any impacted election may be properly tabulated pursuant to Wis. Stat. § 5.40.
7. Submit an Application for Modification for *de minimis* or non-*de minimis* changes; however, any non-*de minimis* changes may require a full or limited application and testing process.
8. Complete the attached Certificate of Performance Compliance: Delivery of Voting System for each municipality when the 4.14-D or 4.14-DS is purchased. One certified copy must be provided to the municipality upon delivery of the voting system and one certified copy must be provided to the Board.

Furthermore, the Board enacted additional requirements for the Dominion Democracy Suite 4.14-D and 4.14-DS voting systems. The Board determined that the following continuing conditions shall remain ongoing for Dominion and purchasing localities.

1. Dominion may not impose customer deadlines contrary to requirements provided in Wisconsin Statutes, as determined by the Board. In order to enforce this provision, local

jurisdictions purchasing Dominion equipment shall also include such a provision in their respective purchase contract or amend their contract if such a provision does not currently exist.

2. The 4.14-D or 4.14-DS must always be configured to include the following options:
  - a. Automatically reject all overvoted ballots, without the option to override.
  - b. Store election set-up, results, and ballot images on both compact memory cards. Each memory card must be retained, with the data intact, for the required retention period. If a jurisdiction transfers the data from the memory cards to a digital storage device after the recount period they must transfer all files from both memory cards into two separate files.
  - c. Prohibit the use of the Write-In Preference feature, which causes write-in votes to always count over a ballot candidate.
  - d. Provide an audible warning tone and visual warning message when a crossover, overvote, blank, or ambiguous ballot is fed into the voting equipment.
  - e. Return a marked ballot to the voter for review prior to casting the ballot when ballots are marked using the ICE on-board marking device system.
  - f. The ambiguous mark threshold ranges must be set per Dominion's recommendation, which are 15%-35% for the oval and 12%-35% for the write-in box. The Board retains the discretion to alter these ranges.
  - g. Capture digital ballot images of all ballots cast by the system.
3. Election inspectors shall continue to check the main bin and review all ballots for validly cast write-ins at the close of the polls at every election.
4. Election inspectors shall remake all absentee ballots automatically rejected by the voting equipment so that the ballot count is consistent with total voter numbers.
5. Clerks and election inspectors shall ensure that external modems are secured prior to, during, and after every election.
6. Election inspectors shall enable an on-screen review of the ballot on the ICE for every ballot marked using the on-board ballot marking device.
7. As part of US EAC certificate: DVS-DemSuite4.14-D, only equipment included in this certificate are allowed to be used together to conduct an election in Wisconsin. Previous systems that were approved for use by the former Elections Board and the G.A.B. are not compatible with the new Dominion voting system, and are not to be used together with the equipment seeking approval by the Board, as this would void the US EAC certificate. If a jurisdiction upgrades to 4.14-D, they need to upgrade each and every component of the voting system to the requirements of what is approved herein. Likewise, if a jurisdiction upgrades to 4.14-DS, they need to upgrade each and every component of the voting system to the requirements of what is approved herein. The 4.14-D and 4.14-DS voting systems require a hardened computer terminal to program elections. Municipalities may not use an AutoMARK as a ballot marking device for ballots that will be fed into a 4.14-D or 4.14-DS piece of equipment.
8. Dominion shall abide by applicable Wisconsin public records laws. If, pursuant to a proper public records request, the customer receives a request for matters that might be proprietary

or confidential, customer will notify Dominion, providing the same with the opportunity to either provide customer with the record that is requested for release to the requestor, or shall advise Customer that Dominion objects to the release of the information, and provide the legal and factual basis of the objection. If for any reason, the customer concludes that customer is obligated to provide such records, Dominion shall provide such records immediately upon customer's request. Dominion shall negotiate and specify retention and public records production costs in writing with customers prior to charging said fees. In absence of meeting such conditions of approval, Dominion shall not charge customer for work performed pursuant to a proper public records request, except for the "actual, necessary, and direct" charge of responding to the records request, as that is defined and interpreted in Wisconsin law, plus shipping, handling, and chain of custody.

Please note that noncompliance with these, or any other requirements contained in Wisconsin Statutes or the Government Accountability Board Administrative Code, may result in the suspension or withdrawal of the Board's approval of these voting systems.

We require written acceptance of the terms specified in this letter within 20 business days from the date of this letter. If you have any questions, please do not hesitate to contact either myself or Matthew Kitzman of the Wisconsin Government Accountability Board.

Sincerely,

**Wisconsin Government Accountability Board**



Kevin J. Kennedy  
Director and General Counsel

cc:

Dana LaTour  
Regional Sales Manager  
Dominion Voting Systems

Chad Trice  
President  
Command Central

Michael Haas  
Elections Administrator  
Wisconsin Government Accountability Board

Ross Hein  
Elections Supervisor  
Wisconsin Government Accountability Board

Matthew Kitzman  
Electronic Voting Equipment Election Specialist  
Wisconsin Government Accountability Board

# COMMAND CENTRAL

an Election Management company

a dealer partner of  
DOMINION  
VOTING



## IMAGECAST® EVOLUTION



The first ALL-IN-ONE optical scan tabulator and ballot marking device. Integrates ballot scanning and accessible ballot marking solutions in one universal integrated device.

### Advantages of an ALL-IN-ONE Voting Machine:

- ✓ One vote total
- ✓ One machine to purchase
- ✓ One machine to program
- ✓ One machine to test
- ✓ One machine to support
- ✓ One machine to store and maintain
- ✓ One machine to train election workers

**One machine for ALL voters!**

### Additional Benefits:

- High resolution digital scanning technology
- Patented AuditMark® technology illustrates how ballots are read
- Marginal mark detection clarifies intent
- End-to-end system auditability
- Engineered simplicity, start to finish

Your partner for  
**successful elections!**

For more information on products and services,  
Call: **320.259.7027** or visit: **www.ccelections.com**



April 11, 2017

RESOLUTION NO. 2016-157

RESOLUTION BY THE GOVERNMENT SERVICES COMMITTEE AUTHORIZING THE TRANSFER OF \$175,120.00 FROM THE CAPITAL PROJECTS 2017 BUDGET TO THE RACINE COUNTY CLERK'S VOTING EQUIPMENT 2017 BUDGET, AUTHORIZING AN INTERGOVERNMENTAL COOPERATIVE AGREEMENT BETWEEN RACINE COUNTY AND RACINE COUNTY'S SEVENTEEN (17) MUNICIPALITIES TO COORDINATE THE PURCHASE OF HAVA-COMPLIANT VOTING MACHINES, AUTHORIZING A WAIVER OF BIDDING REQUIREMENTS, AND AUTHORIZING A CONTRACT BETWEEN RACINE COUNTY AND A STATE-APPROVED VOTING EQUIPMENT VENDOR

To the Honorable Members of the Racine County Board of Supervisors:

BE IT RESOLVED by the Racine County Board of Supervisors that the transfer of funds from the Capital Projects 2017 Budget to the Racine County Clerk's Voting Equipment 2017 budget as set forth in Exhibit "A" which is attached hereto is authorized and approved.

BE IT FURTHER RESOLVED by the Racine County Board of Supervisors that the Intergovernmental Cooperative Agreement between Racine County and the individual Racine County municipalities as set forth in Exhibit "B" which is attached hereto is authorized and approved.

BE IT FURTHER RESOLVED by the Racine County Board of Supervisors that the contract between Racine County and Command Central for the purchase of HAVA compliant voting machines and associated programming equipment and software, as set forth in Exhibit "C" which is attached hereto, is authorized and approved.

BE IT FURTHER RESOLVED by the Racine County Board of Supervisors that pursuant to Sec. 7-230 of the Racine County Code of Ordinances, any and all bidding requirements are waived.

BE IT FURTHER RESOLVED by the Racine County Board of Supervisors that any two of the County Clerk, the County Executive or the County Board Chairman are authorized to execute any contracts, agreements or other documents necessary to carry out the intent of this resolution.

Respectfully submitted,

Government Services Committee

1st Reading 4-11-17

2nd Reading 4-11-17

BOARD ACTION

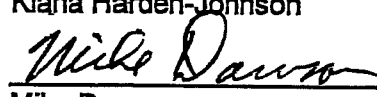
Adopted yes
For 18
Against 0
Absent 3

VOTE REQUIRED: 2/3 M.E.

Prepared by:
Corporation Counsel

Handwritten signatures of Janet Bernberg, Katherine Buske, Melissa Kaprelian-Becker, and Thomas Roanhouse with their respective titles.

3   
4 \_\_\_\_\_  
5 Scott Maier

6 \_\_\_\_\_  
7 Kiana Harden-Johnson  
8   
9 \_\_\_\_\_  
10 Mike Dawson

11  
12 **The foregoing legislation adopted by the County Board of Supervisors of**  
13 **Racine County, Wisconsin, is hereby:**

14 **Approved:**

15 **Vetoed:**

16  
17 **Date:** 4-11-17

18   
19 \_\_\_\_\_  
20 **Jonathan Delagrave, County Executive**

21  
22  
23 **INFORMATION ONLY**

24  
25 **WHEREAS**, the State of Wisconsin has developed a plan to implement the requirements  
26 of the federal Help America Vote Act of 2002 ("HAVA"); and

27  
28 **WHEREAS**, upon information and belief, the seventeen (17) individual municipalities are  
29 all in support of the arrangement that provides for the County Clerk to coordinate and manage  
30 the purchase of HAVA compliant voting machines located in Racine County.

31  
32 **WHEREAS**, by coordinating the purchase, the Clerks office can better assure that the  
33 voting systems utilized in the various locations around the county are uniform and compatible.



Please Remit To:  
 Command Central  
 POB 7306  
 St Cloud MN 56302

# COMMAND CENTRAL

an Election Management company  
**Phone 320.259.7027**  
**Fax 320.259.7028**

# Invoice

Date	Invoice #
11/1/2014	16443

Bill To
Racine County Clerk/W Christensen ATTN: Accounts Payable 730 Wisconsin AVE Racine WI 53403-1274

Ship To
Racine County Blanket PO# 13000006-000 0B Wendy Christensen 730 Wisconsin AVE 1st Floor Racine WI 53403

P.O. Number	Terms	Shipped	Via	County
HMA/SSA Renewal	Net 30	11/1/2014		Racine

Quantity	Item Code	Description	Price Each	Amount
2	5512707	HMA - Edge II V5.0.24	260.00	520.00
1	5512705	HMA - Optech Insight (HPX K1.42, APX K2.10)	290.00	290.00
2	5512702	HMA - Optech IIIPE (Eagle) w/Modem	300.00	600.00
1	5512704	HMA - MPR (Memory Pack Receiver/Programmer)	220.00	220.00
1	5512711	SSA - WinEDS	9,900.00	9,900.00
<p>Coverage for the period of: 1/1/2015 - 12/31/2015</p> <p>This invoice covers the automatic renewal of your existing HMA and/or the addition of any equipment whose initial warranty period/prorated HMA expires on 12/31/2014. See details on the enclosed Hardware Maintenance Agreement (HMA).</p> <p>Please sign and return the enclosed HMA with your payment.</p> <p>Thank You !</p>				

1630.4

FILED  
 11 NOV 10 AM 8:31  
 RACINE COUNTY CLERK

Thank you for your continued confidence in Command Central !	<b>Total</b> \$11,530.00
--	--------------------------

## Election Hardware Maintenance Agreement

<b>Customer</b> <u>Racine County</u>	<b>Date</b> <u>11/1/2014</u>
<b>County</b> <u>Racine</u>	
<b>Contact</b> <u>Wendy Christensen</u>	<b>Phone#</b> <u>262.636.3897</u>
<b>Address</b> <u>730 Wisconsin AVE 1st Floor</u>	<b>Fax#</b> <u>262.636.3491</u>
<b>C/S/Z</b> <u>Racine WI 53403-1274</u>	<b>Service</b> <u>Depot</u>
<b>Email</b> <u>wendy.christensen@goracine.org</u>	<b>Service Site</b> <u>Racine/C</u>

*Commencement Date*  
**January 1, 2015**

*Expiration Date*  
**December 31, 2015**

Contract Type	Hardware Type	Quantity	Serial #'s	Maintenance Fee	Contract #
HMA	Edge	1		\$260	1472
HMA	Edge	1		\$260	1472
HMA	IIIPE w/Modem	1		\$300	1472
HMA	IIIPE w/Modem	1		\$300	1472
HMA	Insight	1		\$290	1472
HMA	MPR	1		\$220	1472
SSA	WinEDS Software	1		\$9,900	2701

**Includes:** Annual Preventative Maintenance  
Parts, Labor, and Service  
PreLAT and Public Test Support  
Election Day and Night Support  
Election Guide Updates  
Backup Units Available  
Post Election Support/Maintenance

Please see the Terms and Conditions on the reverse side of this document.

Please sign this Agreement and return it with your payment.

Thank you for your business !

**Total of this Agreement**


**\$11,530.00**

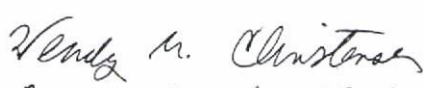
**# of Units**

**7**

**Command Central**

**Racine County**

**By**   
**Title** President  
**Date** November 1, 2014

**By**   
**Title** Racine County Clerk  
**Date** 12/5/14



# **Election Hardware Maintenance Agreement Terms and Conditions**

## **Responsibilities of Command Central**

- A. Command Central will provide one annual preventative maintenance inspection (PM) per equipment item each calendar year.
- B. Command Central will provide all parts and labor required to keep the equipment in proper working condition.
- C. Should there be an annual increase, that increase will not exceed 5% per year, unless of unforeseen circumstances or if other services are added to the agreement.

## **Responsibilities of Customer**

- A. Should the Customer not provide all equipment at the designated service site and time, the Customer shall be responsible for shipping costs, (including insurance), to and from the Command Central maintenance facility. Customer will bear all risk of damage or loss to the equipment during the delivery process.
- B. Should the Customer desire equipment service above and beyond the annual preventative maintenance inspection (PM), the Customer shall be responsible for all costs of shipping and labor (including insurance), to and from the Command Central office, where such service shall be performed.
- C. The Customer assumes responsibility to store the equipment in a clean, controlled environment. Equipment that has been subjected to extreme heat, cold, humidity or dust will not be covered under this agreement. Equipment that has been abused, mishandled, dropped, or not used in the manner prescribed in Command Central election guides, training materials or any other online training will not be covered under this agreement. Command Central will not clean exterior covers of the equipment during the PM.
- D. WARNING: The use of any applied adhesive label and/or "sticker" to a ballot for write-in campaigns or otherwise that cause any damage to the equipment or result in additional repair work are not covered by this agreement and will be the responsibility of the Customer.

## **Excluded Services**

- A. The Customer shall bear the costs to repair or replace all batteries (Edges and Prom Packs), ribbons, roll paper, take-ups or any other supplies.
- B. Command Central reserves the right to decline service to any equipment determined to be un-repairable to a maintainable condition.
- C. Reinstatement Fee is \$350/unit plus shipping to/from the Command Central office.
- D. Firmware upgrades themselves are not included in this agreement. Installation of upgrades is included.

## **Termination**

This agreement shall be automatically renewed for another term at the expiration date. This agreement will be terminated when Command Central is specifically notified in writing at least 60 days before the expiration date of the current term. Command Central's technical support is billable at \$150 per hour with a two-hour minimum (\$300).

Annual fees are non-refundable.

## **Force Majeure**

Command Central or Customer shall be excused from performance hereunder for any period Command Central or Customer is prevented from performing their obligations hereunder in whole or in part as a result of an act of God, war, civil disturbance, court order, labor dispute or other cause beyond its reasonable control. In addition, such nonperformance shall not be a ground for termination or default.

## **Waiver**

Any waiver by either party of any provision of this agreement must be in writing, and shall not imply subsequent waiver of that or any other provision.

## **Governing Law**

This agreement shall be construed and enforced with the laws of the State of Wisconsin.

Please Remit To:  
 Command Central  
 POB 7306  
 St Cloud MN 56302

# COMMAND CENTRAL

an Election Management company  
**Phone 320.259.7027**  
**Fax 320.259.7028**

# Invoice

Date	Invoice #
11/1/2015	17988

Bill To
Racine County Clerk/W Christensen ATTN: Accounts Payable 730 Wisconsin AVE Racine WI 53403-1274

Ship To
Racine County Blanket PO# 13000006-000 0B Wendy Christensen 730 Wisconsin AVE 1st Floor Racine WI 53403

P.O. Number	Terms	Shipped	Via	County
HMA/SSA Renewal	Net 30	11/1/2015		Racine

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2	5512707	HMA - Edge II V5.0.24	260.00	520.00
1	5512705	HMA - Optech Insight (HPX K1.42, APX K2.10)	290.00	290.00
2	5512702	HMA - Optech IIIPE (Eagle) w/Modem	300.00	600.00
1	5512704	HMA - MPR (Memory Pack Receiver/Programmer)	220.00	220.00
1	5512711	SSA - WinEDS	9,900.00	9,900.00
<p>Coverage for the period of: 1/1/2016 - 12/31/2016</p> <p>This invoice covers the automatic renewal of your existing HMA and/or the addition of any equipment whose initial warranty period/prorated HMA expires on 12/31/2016. See details on the enclosed Hardware Maintenance Agreement (HMA).</p> <p>Please sign and return the enclosed HMA with your payment.</p> <p>Thank You !</p>				

RECEIVED  
 15 NOV 15 AM 8:48  
 RACINE COUNTY CLERK

Thank you for your continued confidence in Command Central !	<b>Total</b> \$11,530.00
--	--------------------------







Please Remit To:  
 Command Central  
 POB 7306  
 St Cloud MN 56302

# COMMAND CENTRAL

an Election Management company  
**Phone 320.259.7027**  
**Fax 320.259.7028**

# Invoice

Date	Invoice #
11/1/2016	21212

Bill To
Racine County Clerk/W Christensen ATTN: Accounts Payable 730 Wisconsin AVE Racine WI 53403-1274

Ship To
Racine County Blanket PO# 16000225-000 00 Wendy Christensen 730 Wisconsin AVE 1st Floor Racine WI 53403

P.O. Number	Terms	Shipped	Via	County
HMA/SSA Renewal	Net 30	11/1/2016		Racine

Quantity	Item Code	Description	Price Each	Amount
2	5512707	HMA - Edge II V5.0.24	270.00	540.00
1	5512705	HMA - Optech Insight (HPX K1.42, APX K2.10)	300.00	300.00
2	5512702	HMA - Optech IIIPE (Eagle) w/Modem	310.00	620.00
1	5512704	HMA - MPR (Memory Pack Receiver/Programmer)	220.00	220.00
1	5512711	SSA - WinEDS	9,900.00	9,900.00
<p>Coverage for the period of: 1/1/2017 - 12/31/2017</p> <p>This invoice covers the automatic renewal of your existing SSA and HMA and the addition of any equipment whose initial warranty period/prorated HMA expires on 12/31/2016. See details on the enclosed Hardware Maintenance Agreement (HMA).</p> <p>Please sign and return the enclosed HMA with your payment.</p> <p>Thank You !</p>				
<p>Thank you for your continued confidence in Command Central !</p>			<p style="writing-mode: vertical-rl; transform: rotate(180deg);">           RECEIVED            RACINE COUNTY CLERK            11/01/16 2:41:29 PM         </p>	<p style="writing-mode: vertical-rl; transform: rotate(180deg);">           21212            11/01/16         </p>
			<b>Total</b>	<b>\$11,580.00</b>

## Election Hardware Maintenance Agreement

<b>Customer</b> <u>Racine County</u>	<b>Date</b> <u>11/1/2016</u>
<b>County</b> <u>Racine</u>	
<b>Contact</b> <u>Wendy Christensen</u>	<b>Phone#</b> <u>262.636.3897</u>
<b>Address</b> <u>730 Wisconsin AVE 1st Floor</u>	<b>Fax#</b> <u>262.636.3491</u>
<b>C/S/Z</b> <u>Racine WI 53403-1274</u>	<b>Service</b> <u>Depot</u>
<b>Email</b> <u>wendy.christensen@goracine.org</u>	<b>Service Site</b> <u>Racine/C</u>


<i>Commencement Date</i>	<i>Expiration Date</i>
<b>January 1, 2017</b>	<b>December 31, 2017</b>

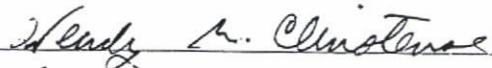
Contract Type	Hardware Type	Quantity	Serial #'s	Maintenance Fee	Contract #
HMA	Edge	1	[REDACTED]	\$270	1472
HMA	Edge	1		\$270	1472
HMA	IIPE w/Modem	1		\$310	1472
HMA	IIPE w/Modem	1		\$310	1472
HMA	Insight	1		\$300	1472
HMA	MPR	1		\$220	1472
SSA	WinEDS Software	1		\$9,900	2701

<p><b>Includes:</b> Annual Preventative Maintenance Parts, Labor, and Service PreLAT and Public Test Support Election Day and Night Support Election Guide Updates Backup Units Available Post Election Support/Maintenance</p>	<p>Please see the Terms and Conditions on the reverse side of this document.</p> <p>Please sign this Agreement and return it with your payment.</p> <p>Thank you for your business !</p>	<div style="background-color: black; color: white; padding: 5px; margin-bottom: 5px;"><b>Total of this Agreement</b></div> <div style="font-size: 1.2em; font-weight: bold; margin-bottom: 5px;">\$11,580.00</div> <div style="background-color: black; color: white; padding: 5px; margin-bottom: 5px;"><b># of Units</b></div> <div style="font-size: 1.5em; font-weight: bold;">7</div>
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**Command Central**

**Racine County**

By   
 Title President  
 Date November 1, 2016

By   
 Title Racine County Clerk  
 Date 1/25/17



## Racine County General Terms and Conditions

The Following General Terms and Conditions Shall Apply to All Purchases by or on Behalf of Racine County, unless Specifically Provided Otherwise on the Previous Pages of this Purchase Order

1. **TAX EXEMPTION:** Racine County is exempt from State of Wisconsin sales tax by virtue of exemption certificate number ES2058 Wisconsin Retailers' occupation tax, use tax, and municipal retailer's occupation tax do not apply to materials purchased by Racine County. Vendors must not charge for any of these taxes, if billed for the above taxes, the invoice will be paid short to deduct the cost of non-applicable taxes.
2. **ACCEPTANCE OF CONTRACT:** This is the County's offer to purchase the goods and or services described on the preceding page(s) from the vendor. The County's placement of this order is expressly conditioned upon Vendor's acceptance of all terms and conditions of purchase contained on or attached to this purchase order.
3. **AMENDMENTS:** No agreement or understanding to modify this contract shall be binding upon the County unless in writing and signed by the County's authorized agent. All specifications, drawings, and data submitted to the Vendor with this order are hereby incorporated and made a part of this contract.
4. **DELIVERY:** All prices must be FOB to the (ship to) address on the first page of the Purchase Order, unless otherwise stated on the Purchase order. Time is of the essence in this contract. If completed deliveries are not made at the time agreed, the County reserves the right to cancel or purchase elsewhere and hold this Vendor accountable for cost procuring the product or service. If delivery dates cannot be met, Vendor agrees to advise the County, in writing of the earliest possible shipping date. The County reserves the right for acceptance of the shipping schedule.
5. **RISK OF LOSS:** Regardless of FOB point, Vendor agrees to bear all risk of loss, injury or destruction of goods and materials ordered herein which may for any reason occur prior to delivery to the County. No such loss, injury or destruction shall release Vendor from any obligations.
6. **INSPECTION:** Goods and materials must be properly packaged. Damaged goods and materials will not be accepted, or if the damage is not readily apparent at the time of delivery, the goods shall be returned at no cost to the County. The County reserves the right to inspect the goods at a reasonable time subsequent to delivery where circumstances or conditions prevent effective inspection of the goods at the time of delivery.
7. **PATENTS, COPYRIGHTS, TRADEMARKS AND SOFTWARE LICENSES:** If an article sold and delivered to the County hereunder shall be protected by any applicable patent or copyright, the Vendor agrees to indemnify and save harmless the County, for and against any and all suits, claims, judgments, and costs instituted or recovered against it by any person whomsoever on account of the use or sale of such articles by the County in violation or right under such patent or copyright.
8. **MSDS:** Proper Material Safety Data Sheets, in compliance with OSHA's hazard communication standard, must be provided by the Vendor to the County at the time of delivery or upon request.
9. **COMPLIANCE WITH LAWS:** The Vendor certifies that in performing this contract they will comply with all applicable provisions of the federal, state and local laws, regulations, rules and orders.
10. **LAWS GOVERNING:** This contract shall be governed by and construed according to the laws of the State of Wisconsin. Venue for any action related to this agreement shall be in Wisconsin, County of Racine.
11. **WARRANTY:** The Vendor warrants to the County that all goods and services furnished hereunder will conform in all respects to the terms of this order, including any drawings, specifications or standards incorporated herein, and/or defects in materials, workmanship, and free from such defects in design. In addition, Vendor warrants the goods and services are suitable for and will perform in accordance with the purposes for which they were intended.
12. **NONDISCRIMINATION / AFFIRMATIVE ACTION:** In connection with the performance of work under this contract, the contractor agrees not to discriminate against any employee or applicant for employment because of age, race, religion, color, handicap, sex, physical condition, developmental disability as defined in s. 51.01(5), Wis. Stats., sexual orientation as defined in s. 111.32(13m), Wis. Stats., or national origin. This provision shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.
13. **SAFETY REQUIREMENTS:** All materials, equipment, and supplies provided to Racine County must comply fully with all safety requirements as set forth by the Wisconsin Administrative Code and all applicable OSHA Standards. The equipment or chemicals you would supply to Racine County must comply with all requirements and standards as specified by the Occupational Safety and Health Administration and Wisconsin Department of Commerce. All guards and protectors as well as appropriate markings must be in place before delivery. Items not meeting current regulatory specifications will be refused. The supplier may be required to provide training to County employees in the operation and handling of the item and its maintenance, at the supplier's expense and at the convenience of the County.
14. **COMPETITIVE BIDS:** If this purchase order is the result of a competitive bid or request for proposals (RFP) process, then all terms and conditions of the bid or RFP document are incorporated into the purchase order by reference and are a binding part of this contract.
15. **PAYMENT:** Terms are Net 30. Payment will be made following receipt and acceptance of the goods and receipt, in proper form and substance, of an invoice and all documentation required by this Purchase Order. Payment will not be made if any outstanding issue on the part of the vendor regarding the purchase is unresolved. This Purchase Order shall not be filled at prices higher than stated, except as expressly agreed by Buyer. Seller agrees to indemnify, defend and hold harmless Buyer from and against any and all liens and encumbrances arising out of Seller's performance of this Purchase Order or arising out of any claim for payment by any laborer, subcontractor or supplier of Seller.
16. **ETHICS:** In addition to ethical standards set forth in Wisconsin Statutes Section 19.59 for all County employees and officials [either elected or appointed] Racine County has adopted an Ethics Policy that is applicable to County employees in conducting county business.  
  
The Ethics Policy is intended to ensure that public trust in Racine County government is maintained and that decisions affecting the county and its citizens are made fairly and impartially for the benefit of all citizens and not for personal gain. This policy precludes the misuse or misappropriation of County property or funds for personal use or otherwise, use or disclosure of confidential information for personal gain or otherwise, elimination of conflicts of interests, receipt of gift or favors or other considerations of value by County employees, the use of the employee's public position to influence or gain unlawful benefits or to influence or gain advantages or privileges for the employee, and the conducting of persona business or campaigning during working hours.  
  
This policy, furthermore, requires employees to disclose and report to the proper authorities any violation of this policy by either other employees or by any non-employee or citizen seeking to or aiding or abetting in efforts to circumvent this policy. Any employee failing to make such disclosure or report is subject to discipline and / or prosecution. Any non-employee may also be debarred from contracting with Racine County.  
  
In addition, Wisconsin Statutes Section 946.12 involving misconduct in public office and 946.13 involving a private interest in a public contract are considered Class 1 felonies and activity considered in violation of these statutes will be reported to the Racine County Sheriff for investigation and the Racine County District Attorney for prosecution. Violations of any Federal Law are prosecuted by the U.S. Attorney. Questions concerning this matter may be addressed to the Office of the Corporation Counsel, 730 Wisconsin Avenue, Racine, WI. 53403. Phone: 262-636-3115.



Please Remit To:  
**Command Central**  
**POB 7306**  
**St Cloud MN 56302**



# Invoice

**Phone 320.259.7027**  
**Fax 320.259.7028**

Date	Invoice #
12/4/2017	22987

Bill To
Racine County Clerk/W Christensen ATTN: Accounts Payable 730 Wisconsin AVE Racine WI 53403-1274

Ship To
Racine County Blanket PO# 16000225-000 00 Wendy Christensen 730 Wisconsin AVE 1st Floor Racine WI 53403

P.O. Number	Terms	Shipped	Via	County
ImageCast Services	Net 30	11/28/2017	In Person	Racine

Quantity	Item Code	Description	Price Each	Amount
71	7460301	ImageCast Equipment Installation & Training Package	800.00	56,800.00
71	7490999	Delivery, Shipping & Handling of ICE Tabulator w/ Ballot Box	150.00	10,650.00
71	5522801	HMA - Data Services Agreement (1/1/2018 - 12/31/2018)	175.00	12,425.00
1	5522705	SSA - EMS v4.14.37 (1/1/2018 - 12/31/2018)	15,000.00	15,000.00
72	8550101	Electronics Recycling Fee - Optech IIIPE Eagle	25.00	1,800.00
		Training and Installation of Democracy Suites ImageCast Equipment, conducted November 28-30, 2017, at Racine County by Command Central staff.		
		Thank You !		

Thank you for your continued confidence in Command Central !	<b>Total</b>	\$96,675.00
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Please Remit To:  
 Command Central  
 POB 7306  
 St Cloud MN 56302



# Invoice

Phone 320.259.7027  
 www.ccelections.com

Date	Invoice #
11/1/2018	24736

Bill To
Racine County Clerk/W Christensen ATTN: Accounts Payable 730 Wisconsin AVE Racine WI 53403-1274

Ship To
Racine County Blanket PO# 16000225-000 00 Wendy Christensen 730 Wisconsin AVE 1st Floor Racine WI 53403

P.O. Number	Terms	Shipped	Via	County
New ICE SSA/HMA	Net 30	11/1/2018		Racine

Quantity	Item Code	Description	Price Each	Amount
1	5522705	SSA - EMS v4.14.37	15,000.00	15,000.00
2	5522702	HMA - ImageCast - ICE v4.14.21	400.00	800.00
-1	5512707	Carried-Over 2017 Credit	4,040.00	-4,040.00
Coverage for the period of: 1/1/2019 - 12/31/2019  This invoice covers the automatic renewal of your existing HMA and/or the addition of any equipment whose initial warranty period/prorated HMA expires on 12/31/2018. See details on the enclosed Hardware Maintenance Agreement (HMA).  Please sign and return the enclosed HMA with your payment.  Thank You !				

PAID  
 19 NOV - 5 AM 9:09  
 WENDY M. CHRISTENSEN  
 RACINE COUNTY CLERK

Thank you for your continued confidence in Command Central !	<b>Total</b>	\$11,760.00
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## ImageCast Election Hardware Maintenance Agreement

Customer <u>Racine County</u>	Date <u>11/1/2018</u>
County <u>Racine</u>	
Contact <u>Wendy Christensen</u>	Phone# <u>262.636.3897</u>
Address <u>730 Wisconsin AVE 1st Floor</u>	Fax# <u>262.636.3491</u>
C/S/Z <u>Racine WI 53403-1274</u>	Service <u>On-Site</u>
Email <u>wendy.christensen@goracine.org</u>	Service Site <u>Racine County</u>

*Commencement Date*  
**January 1, 2019**

*Expiration Date*  
**December 31, 2019**

Contract Type	Hardware Type	Quantity	Serial #'s	Maintenance Fee	Contract #
SSA	<b>EMS (ICE)</b>	<b>1</b>		<b>\$15,000</b>	3718
WARR	<b>ICE</b>	<b>1</b>		\$400	3708
WARR	<b>ICE</b>	<b>1</b>		\$400	3708
WARR	<b>ICE - ATI</b>	<b>1</b>			3708
WARR	<b>ICE - ATI</b>	<b>1</b>			3708
WARR	<b>ICE - BalBox</b>	<b>1</b>			3708
WARR	<b>ICE - BalBox</b>	<b>1</b>			3708

Includes: Annual Preventative Maintenance  
Parts, Labor, and Service  
PreLAT and Public Test Support  
Election Day and Night Support  
Election Guide Updates  
Backup Units Available  
Post Election Support/Maintenance

Please see the Terms and Conditions on the reverse side of this document.

Please sign this Agreement and return it with your payment.

Thank you for your business !

**Total of this Agreement**

**\$15,800.00**


**# of Units**

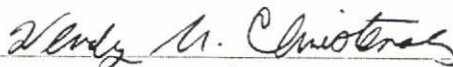
**7**

**Command Central, LLC**

**Racine County**

*(I've reviewed and agree to the Terms and Conditions on the reverse side.)*

By   
Title President  
Date November 1, 2018

By   
Title Racine County Clerk  
Date 11/13/18



# ImageCast Election Hardware Maintenance Agreement Terms and Conditions

## Responsibilities of Command Central

- A. Command Central will provide one annual preventative maintenance inspection (PM) per equipment item each calendar year.
- B. Command Central will provide all parts and labor required to keep the equipment in proper working condition.
- C. Should there be an annual increase, that increase will not exceed 5% per year, unless of unforeseen circumstances or if other services are added to the agreement.

## Responsibilities of Customer

- A. Should the Customer not provide all equipment at the designated service site and time, the Customer shall be responsible for shipping costs, (including insurance), to and from the Command Central maintenance facility. Customer will bear all risk of damage or loss to the equipment during the delivery process.
- B. Should the Customer desire equipment service above and beyond the annual preventative maintenance inspection (PM), the Customer shall be responsible for all costs of shipping and labor (including insurance), to and from the Command Central office, where such service shall be performed.
- C. The Customer assumes responsibility to store the equipment in a clean, controlled environment. Equipment that has been subjected to extreme heat, cold, humidity or dust will not be covered under this agreement. Equipment that has been abused, mishandled, dropped, or not used in the manner prescribed in Command Central election guides, training materials or any other online training will not be covered under this agreement. Command Central will not clean exterior covers of the equipment during the PM.
- D. WARNING: The use of any applied adhesive label and/or "sticker" to a ballot for write-in campaigns or otherwise that cause any damage to the equipment or result in additional repair work are not covered by this agreement and will be the responsibility of the Customer.

## Excluded Services

- A. The Customer shall bear the costs to repair or replace all batteries\*, ink cartridges, roll paper, or any other supplies.  
*\* ICE battery replacement is currently \$330 and should occur every four to six years if proper charging of the battery has occurred every three months. The machine log will be accessed to determine if routine and proper charging occurred. If a battery fails because of improper charging, the customer shall be responsible for earlier replacement (and associated costs).*
- B. Command Central reserves the right to decline service to any equipment determined to be un-repairable to a maintainable condition.
- C. Reinstatement Fee is \$300/unit plus shipping to/from the Command Central office.
- D. Firmware upgrades themselves are not included in this agreement. Installation of upgrades is included.

## Termination

This agreement shall be automatically renewed for another term at the expiration date. This agreement will be terminated when Command Central is specifically notified in writing at least 60 days before the expiration date of the current term. Command Central's technical support is billable at \$150 per hour with a two-hour minimum (\$300).

Annual fees are non-refundable.

## Force Majeure

Command Central or Customer shall be excused from performance hereunder for any period Command Central or Customer is prevented from performing their obligations hereunder in whole or in part as a result of an act of God, war, civil disturbance, court order, labor dispute or other cause beyond its reasonable control. In addition, such nonperformance shall not be a ground for termination or default.

## Waiver

Any waiver by either party of any provision of this agreement must be in writing, and shall not imply subsequent waiver of that or any other provision.

## Governing Law

This agreement shall be construed and enforced with the laws of the State of Wisconsin.

Please Remit To:  
 Command Central  
 POB 7306  
 St Cloud MN 56302



# Invoice

Date	Invoice #
11/1/2018	24756

Bill To
Racine County Clerk/W Christensen ATTN: Accounts Payable 730 Wisconsin AVE Racine WI 53403-1274

Ship To
Racine County Blanket PO# 16000225-000 00 Wendy Christensen 730 Wisconsin AVE 1st Floor Racine WI 53403

P.O. Number	Terms	Shipped	Via	County
DSA+HMA Renewal	Net 30	11/1/2018		Racine

Quantity	Item Code	Description	Price Each	Amount
71	5522801	<p>HMA - Data Services Agreement on your ICE External Wireless Modems</p> <p>Coverage for the period of: 1/1/2019 - 12/31/2019</p> <p>This invoice covers the automatic renewal of your existing DSA+HMA and the addition of any equipment whose initial warranty period/prorated HMA expires on 12/31/2018. See details on the enclosed Data Services Agreement + Hardware Maintenance Agreement (DSA+HMA).</p> <p>Please sign and return the enclosed DSA+HMA with your payment.</p> <p>Thank You !</p>	175.00	12,425.00

FILED  
 19 NOV -5 AM 9:09  
 WENDY M. CHRISTENSEN  
 RACINE COUNTY CLERK

Thank you for your continued confidence in Command Central !	<b>Total</b>	\$12,425.00
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**ImageCast Equipment - Modems  
Data Service Agreement &  
Election Hardware Maintenance Agreement (DSA+HMA)  
Terms and Conditions**

**Responsibilities of Command Central**

- A. Command Central will provide one annual preventative maintenance inspection (PM) per equipment item each calendar year. All modem devices must be collected by the county and available for a single-event pick up for each annual PM event.
- B. Command Central will provide all parts and labor required to keep the equipment in proper working condition.
- C. Command Central will bill counties only, unless otherwise approved. Counties/municipalities may divide service charges depending on individual policies.
- D. Should there be an annual increase, that increase will not exceed 5% per year, unless of unforeseen circumstances or if other services are added to the agreement.

**Responsibilities of Customer**

- A. Should the Customer not provide all equipment at the designated service site and time, the Customer shall be responsible for shipping costs, (including insurance), to and from the Command Central maintenance facility. Customer will bear all risk of damage or loss to the equipment during the delivery process.
- B. Should the Customer desire equipment service above and beyond the annual preventative maintenance inspection (PM), the Customer shall be responsible for all costs of shipping and labor (including insurance), to and from the Command Central office, where such service shall be performed.
- C. The Customer assumes responsibility to store the equipment in a clean, controlled environment. Equipment that has been subjected to extreme heat, cold, humidity or dust will not be covered under this agreement. Equipment that has been abused, mishandled, dropped, or not used in the manner prescribed in Command Central election guides, training materials or any other online training will not be covered under this agreement. Command Central will not clean exterior covers of the equipment during the PM.

**Excluded Services**

- A. Command Central reserves the right to decline service to any equipment determined to be un-repairable to a maintainable condition. Only modem devices certified for use with ImageCast tabulators are allowed to be used. Any attempt to use other devices will cause the tabulator to malfunction and may void the warranty and hardware maintenance agreement on the tabulator.
- B. Reinstatement Fee is \$200/unit plus shipping to/from the Command Central office.

**Termination**

This agreement shall be automatically renewed for another term at the expiration date. This agreement will be terminated when Command Central is specifically notified in writing at least 60 days before the expiration date of the current term. Command Central's technical support is billable at \$150 per hour with a one-hour minimum (\$150).

Annual fees are non-refundable.

**Force Majeure**

Command Central or Customer shall be excused from performance hereunder for any period Command Central or Customer is prevented from performing their obligations hereunder in whole or in part as a result of an act of God, war, civil disturbance, court order, labor dispute or other cause beyond its reasonable control. In addition, such nonperformance shall not be a ground for termination or default.

**Waiver**

Any waiver by either party of any provision of this agreement must be in writing, and shall not imply subsequent waiver of that or any other provision.

**Governing Law**

This agreement shall be construed and enforced with the laws of the State of Wisconsin.

**ImageCast Equipment - Modems  
Data Services Agreement +  
Election Hardware Maintenance Agreement**

Customer Racine County Date 11/1/2018  
 County Racine  
 Contact Wendy Christensen Phone# 262.636.3897  
 Address 730 Wisconsin AVE 1st Floor Fax# 262.636.3491  
 C/S/Z Racine WI 53403-1274 Service On-Site  
 Email wendy,.christensen@goracine.org Service Site Racine County

Commencement Date  
**January 1, 2019**

Expiration Date  
**December 31, 2019**

Contract Type	Hardware Type	Quantity	Serial #'s	Maintenance Fee	Contract #
---------------	---------------	----------	------------	-----------------	------------

**See Attached List for Hardware/Locations Covered**

Includes: Annual Preventative Maintenance  
Parts, Labor, and Service  
PreLAT and Public Test Support  
Election Day and Night Support  
Election Guide Updates  
Backup Units Available  
Post Election Support/Maintenance

Please see the Terms and Conditions on the reverse side of this document.  
Please sign this Agreement and return it with your payment.  
Thank you for your business !

**Total of this Agreement**

**\$12,425.00**

**# of Units**


**71**

**Command Central, LLC**

**Racine County**

*(I've reviewed and agree to the Terms and Conditions on the reverse side.)*

By   
 Title President  
 Date November 1, 2018

By   
 Title Racine County Clerk  
 Date 11/13/18









April 11, 2017

RESOLUTION NO. 2016-157

RESOLUTION BY THE GOVERNMENT SERVICES COMMITTEE AUTHORIZING THE TRANSFER OF \$175,120.00 FROM THE CAPITAL PROJECTS 2017 BUDGET TO THE RACINE COUNTY CLERK'S VOTING EQUIPMENT 2017 BUDGET, AUTHORIZING AN INTERGOVERNMENTAL COOPERATIVE AGREEMENT BETWEEN RACINE COUNTY AND RACINE COUNTY'S SEVENTEEN (17) MUNICIPALITIES TO COORDINATE THE PURCHASE OF HAVA-COMPLIANT VOTING MACHINES, AUTHORIZING A WAIVER OF BIDDING REQUIREMENTS, AND AUTHORIZING A CONTRACT BETWEEN RACINE COUNTY AND A STATE-APPROVED VOTING EQUIPMENT VENDOR

To the Honorable Members of the Racine County Board of Supervisors:

BE IT RESOLVED by the Racine County Board of Supervisors that the transfer of funds from the Capital Projects 2017 Budget to the Racine County Clerk's Voting Equipment 2017 budget as set forth in Exhibit "A" which is attached hereto is authorized and approved.

BE IT FURTHER RESOLVED by the Racine County Board of Supervisors that the Intergovernmental Cooperative Agreement between Racine County and the individual Racine County municipalities as set forth in Exhibit "B" which is attached hereto is authorized and approved.

BE IT FURTHER RESOLVED by the Racine County Board of Supervisors that the contract between Racine County and Command Central for the purchase of HAVA compliant voting machines and associated programming equipment and software, as set forth in Exhibit "C" which is attached hereto, is authorized and approved.

BE IT FURTHER RESOLVED by the Racine County Board of Supervisors that pursuant to Sec. 7-230 of the Racine County Code of Ordinances, any and all bidding requirements are waived.

BE IT FURTHER RESOLVED by the Racine County Board of Supervisors that any two of the County Clerk, the County Executive or the County Board Chairman are authorized to execute any contracts, agreements or other documents necessary to carry out the intent of this resolution.

Respectfully submitted,

Government Services Committee

1st Reading 4-11-17

2nd Reading 4-11-17

BOARD ACTION
Adopted yes
For 18
Against 0
Absent 3

VOTE REQUIRED: 2/3 M.E.

Prepared by:
Corporation Counsel

Janet Bernberg, Chairman

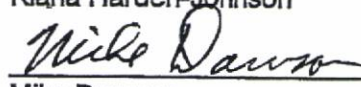
Katherine Buske, Vice-Chairman

Melissa Kaprelian-Becker, Secretary

Thomas Roanhouse

1 Resolution No. 2017-157  
2 Page Two

  
\_\_\_\_\_  
Scott Maier

\_\_\_\_\_  
Kiana Harden-Johnson  
  
\_\_\_\_\_  
Mike Dawson

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The foregoing legislation adopted by the County Board of Supervisors of Racine County, Wisconsin, is hereby:

Approved: ✓

Vetoed: \_\_\_\_\_

Date: 4-18-17  
  
\_\_\_\_\_  
Jonathan Delagrave, County Executive

**INFORMATION ONLY**

**WHEREAS**, the State of Wisconsin has developed a plan to implement the requirements of the federal Help America Vote Act of 2002 ("HAVA"); and

**WHEREAS**, upon information and belief, the seventeen (17) individual municipalities are all in support of the arrangement that provides for the County Clerk to coordinate and manage the purchase of HAVA compliant voting machines located in Racine County.

**WHEREAS**, by coordinating the purchase, the Clerks office can better assure that the voting systems utilized in the various locations around the county are uniform and compatible.

APRIL-11-17\*

FISCAL NOTE RESOLUTION NO: 2016-157

Fiscal Year: 2017

ACCOUNT NAME	ACCOUNT NUMBER	CURRENT BUDGET	CURRENT BALANCE
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CAPITAL PROJECTS - 2017

CO CLERK VOTING EQUIP	33137000.470000.17C11	175,120	175,120
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THERE ARE SUFFICIENT FUNDS AVAILABLE TO COVER THE PURCHASE OF VOTING EQUIPMENT.

Racine County will be entering into Intergovernmental Cooperative Agreement with the Municipalities where Racine County will be the lead on purchasing all voting equipment and if the Municipalities didn't budget the full cost of the voting equipment in 2017 a receivable will be set up with the expectation of the receivable to be paid by January 31, 2018.

The receivable will be set up in account 10.135000 - TVCCOG Receivable.

After reviewing the Resolution/Ordinance and fiscal information supplied, your Finance Committee recommends FOR-AGAINST adoption.  
REASONS

FOR

AGAINST

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**INTERGOVERNMENTAL COOPERATIVE AGREEMENT  
TO FACILITATE PURCHASE OF ACCESSIBLE VOTING SYSTEM**

**THIS INTERGOVERNMENTAL COOPERATIVE AGREEMENT** (hereinafter "Agreement") IS MADE between Racine County, Wisconsin, (hereinafter "Racine County") and \_\_\_\_\_, a Racine County municipal unit of government (hereinafter "Municipality"). Racine County and Municipality are collectively referred to in this Agreement as (hereinafter "Parties").

**WHEREAS**, there is a need for all Racine County municipalities to upgrade their voting machines to remain in compliance with the Help America Vote Act of 2002 (hereinafter "HAVA"); and

**WHEREAS**, Racine County, through its County Clerk shall provide a coordinating role in the acquisition process of the systems for the polling places in Racine County on behalf of the seventeen (17) municipalities in Racine County that must otherwise obtain the systems for their polling places.

**IT IS HEREBY AGREED AS FOLLOWS:**

1. Racine County shall purchase on behalf of Municipality for each of its polling places the following accessible voting equipment and services:

- ImageCast Evolution with Ballot Box (ICE) Precinct Tabulation Hardware & Modems
- Training and Installation
- Delivery
- Equipment Carrying Cases
- Initial Warranty

2. Racine County will make the advance payment to vendors for the total sums necessary to purchase the accessible voting systems and accessories and the municipalities agree to the reimbursement terms and agreements as follows based on the selected option and number of units ordered:

\_\_\_\_\_ A. If Municipality has budgeted full amount in 2017 budget, the municipality agrees to pay, upon receipt of equipment and billing from Racine County, the full balance within 30 days.

\_\_\_\_\_ B. If Municipality has budgeted repayment over two (2) years in 2017 and 2018 budgets, municipality agrees to pay 50% of the balance due, upon receipt of equipment and billing from Racine County, and remaining balance no later than January 31, 2018.

\_\_\_\_\_ C. If Municipality has not budgeted for the upgrades in 2017 budget, the Municipality agrees to pay the full balance no later than January 31, 2018.



➤ \_\_\_\_\_ (quantity) machines have been ordered on behalf of Municipality at the cost of  
\$ \_\_\_\_\_ per unit.

3. Unless the Parties otherwise agree, the system will be delivered to the office of the Racine County Clerk at the Ives Grove County Complex, 14200 Washington Avenue, Sturtevant, WI 53177, and it will be the responsibility of Municipality to transport the system to Municipality's polling location.
4. Unless the Parties otherwise agree, Municipality will store the system at the polling location or such other location of Municipality as approved by the Racine County Clerk.
5. Title to the system software will be in the name of Racine County, and title to the system hardware will be in the name of Municipality.
6. Municipality shall be solely responsible for the proper use and operation of the system in conducting its elections.
7. Except for the start-up supplies provided with the purchase under Paragraph 1 above, all supplies associated with the operation of the system shall be solely the expense and responsibility of Municipality.
8. Except for the start-up training provided with the purchase under Paragraph 1 above, all training associated with the operation of the system shall be solely the expense and responsibility of Municipality.
9. Except for the repairs provided for in the standard warranty provided with the purchase under Paragraph 1 above, all extended warranty agreements and repairs associated with the operation of the system shall be solely the expense and responsibility of Municipality.
10. Ownership of the voting system vests with the Municipality upon execution of this Agreement.
11. Municipality shall be entitled to the exclusive use of the system hardware as long as it complies with all of the terms and conditions of this Agreement. Racine County will utilize the system software to program Municipality's hardware as long as Municipality maintains its hardware in proper working order.
12. Notices required or deemed advisable under this Agreement shall be placed in writing and delivered personally or by mail upon Racine County to **Wendy M. Christensen, County Clerk, RACINE COUNTY, 730 Wisconsin Avenue, Racine, WI 53403**, and upon Municipality at the office of its Clerk.
13. The Parties agree fully to indemnify and hold one another harmless from and against all claims, actions, judgments, costs, and expenses arising out of damages or injuries to third persons or their property caused by the fault or negligence of the said party, its agents or employees in the performance of this Agreement. The Parties shall give to each other prompt and reasonable notice of any such claims or actions and the other party shall have the right to investigate, compromise, and defend the same.
14. No waiver of any breaches of this Agreement shall be held to be a waiver of any other or any subsequent breaches. All remedies afforded in this Agreement shall be considered to be cumulative and in addition to any other remedies provided by law.

15. The Municipality shall submit a resolution from its governing board authorizing the execution of this Agreement.

16. This Agreement shall be governed under the laws of the State of Wisconsin and is made at Racine County, Wisconsin, and venue for any legal action to enforce the terms of this Agreement shall be in Racine County Circuit Court.

17. The Parties agree that there shall be no assignment or transfer of this Agreement nor of any interests, rights, or responsibilities herein contained except as agreed to in writing.

18. There shall be no modifications to this Agreement except in writing signed by both parties.

19. The entire agreement of the parties is contained herein and this Agreement supersedes all previous agreements whether written or oral and all negotiations as well as any previous agreements presently in effect between Racine County and Municipality relating to the subject matter of this Agreement.

All parties hereto having read and understood the entirety of this Agreement consisting of three (3) typewritten pages hereby affix their duly authorized signatures.

**RACINE COUNTY**

**MUNICIPALITY**

By: \_\_\_\_\_  
Wendy M. Christensen  
County Clerk

By: \_\_\_\_\_

Dated: \_\_\_\_\_

Dated: \_\_\_\_\_

By: \_\_\_\_\_

Dated: \_\_\_\_\_



**ALL CONTESTS**  
**RACINE COUNTY**  
**2020 General Election**

**SUMMARY STATEMENT OF THE BOARD OF CANVASSERS**

The total number of votes cast for the **PRESIDENT OF THE UNITED STATES**

was **106,451**

of which	Joseph R. Biden / Kamala D. Harris	received	50,159
	Donald J. Trump / Michael R. Pence	received	54,479
	Don Blankenship / William Mohr	received	169
	Jo Jorgensen / Jeremy Spike Cohen	received	1,200
	Brian Carroll / Amar Patel	received	150
	Kasey Wells (write-in)	received	0
	Jade Simmons/Claudelia J. Roze (write-in)	received	2
	President R19 Boddie (write-in)	received	0
	Howie Hawkins / Angela Walker (write-in)	received	43
	Gloria La Riva/Sunil Freeman (write-in)	received	2
	Kanye West / Michelle Tidball (write-in)	received	12
	Mark Charles/Adrian Wallace (write-in)	received	2
	SCATTERING	received	233

The total number of votes cast for the **REPRESENTATIVE IN CONGRESS DISTRICT 1**

was **104,514**

of which	Roger Polack	received	45,091
	Bryan Steil	received	59,331
	SCATTERING	received	92

The total number of votes cast for the **STATE SENATOR DISTRICT 22**

was **20,427**

of which	Robert W. Wirch	received	19,643
	SCATTERING	received	784

The total number of votes cast for the **STATE SENATOR DISTRICT 28**

was **7,745**

of which	Adam Murphy	received	2,213
	Julian Bradley	received	5,528
	SCATTERING	received	4

The total number of votes cast for the **REPRESENTATIVE TO THE ASSEMBLY DISTRICT 32**

was **1,157**

of which	<b>Katherine Gauke</b>	received	<b>376</b>
	<b>Tyler August</b>	received	<b>781</b>
	<b>Jacquelyn Rose Romando (write-in)</b>	received	<b>0</b>
	<b>SCATTERING</b>	received	<b>0</b>

The total number of votes cast for the **REPRESENTATIVE TO THE ASSEMBLY DISTRICT 62**

was **35,034**

of which	<b>August Schutz</b>	received	<b>14,463</b>
	<b>Robert Wittke</b>	received	<b>20,540</b>
	<b>SCATTERING</b>	received	<b>31</b>

The total number of votes cast for the **REPRESENTATIVE TO THE ASSEMBLY DISTRICT 63**

was **34,087**

of which	<b>Joel Jacobsen</b>	received	<b>14,132</b>
	<b>Robin J. Vos</b>	received	<b>19,919</b>
	<b>SCATTERING</b>	received	<b>36</b>

The total number of votes cast for the **REPRESENTATIVE TO THE ASSEMBLY DISTRICT 64**

was **4,919**

of which	<b>Tip McGuire</b>	received	<b>2,705</b>
	<b>Ed Hibschi</b>	received	<b>2,211</b>
	<b>SCATTERING</b>	received	<b>3</b>

The total number of votes cast for the **REPRESENTATIVE TO THE ASSEMBLY DISTRICT 66**

was **20,694**

of which	<b>Greta Neubauer</b>	received	<b>14,522</b>
	<b>Will Levenson</b>	received	<b>6,131</b>
	<b>SCATTERING</b>	received	<b>41</b>

The total number of votes cast for the **REPRESENTATIVE TO THE ASSEMBLY DISTRICT 83**

was **7,720**

of which	<b>Alan R. DeYoung</b>	received	<b>2,209</b>
	<b>Chuck Wichgers</b>	received	<b>5,506</b>
	<b>SCATTERING</b>	received	<b>5</b>

The total number of votes cast for the **RACINE COUNTY DISTRICT ATTORNEY**

was

77,059

of which

Tricia Hanson	received	73,990
SCATTERING	received	3,069

### Certification of the Board of Canvassers

We, the undersigned, certify that we are the members of the Board of Canvassers for RACINE County.

We certify that the attached tabular statement of Votes Cast and Summary Statement of the Board of Canvassers, canvassed and prepared by us, are correct and true as compiled from the original returns made to the RACINE County Clerk.

#### BOARD OF CANVASSERS

(1) *Heidi M. Christensen*      (2) *Rosanne Keenemund*  
(3) *Melissa H. Warner*

(Date) Tuesday, November 10, 2020