



CITY OF NOVI CITY COUNCIL
SEPTEMBER 25, 2023

SUBJECT: Approval of Agreement for Election Services between Oakland County, Township of Novi, City of Northville, and City of Novi for the purpose of operating an early voting site, subject to final review of the form of agreement by the City Manager's office and City Attorney.

SUBMITTING DEPARTMENT: City Clerk

BACKGROUND INFORMATION:

In November 2022, voters approved Proposal 2022-2 which contained a requirement to conduct early voting in statewide and federal elections. The Oakland County Elections Division is partnering with the majority of municipalities to establish early voting sites for the upcoming November 7, 2023, Election to pilot the early voting process. The benefits of partnering with Oakland County are considerable. They will provide the resources necessary to conduct early voting, including brand new Verity Print, On-Demand Ballot Printing, devices, voting booths, and supplies. They will also manage the appointment and scheduling of election workers for all 9 early voting days.

The early voting site will be at the Novi Civic Center and will serve voters in the City of Novi, Novi Township, and City of Northville. A site supervisor, the City Clerk, will remain accessible during all early voting hours to assist as needed. The site supervisor will also be responsible for ensuring the polls open and close following BOE procedures and the equipment, ballots, and supplies are kept in a secure location until the polls open again. If approved, the contract would be effective October 2023 through November 2024. At that time, possible contract renewal will be discussed.

RECOMMENDED ACTION: Approval of Agreement for Election Services between Oakland County, Township of Novi, City of Northville, and City of Novi for the purpose of operating an early voting site, subject to final review of the form of agreement by the City Manager's office and City Attorney.

AGREEMENT FOR ELECTION SERVICES
 BETWEEN OAKLAND COUNTY AND TOWNSHIP OF NOVI And CITY OF NORTHVILLE And CITY OF NOVI

This County Early Voting Site Agreement (the “Agreement”) is made between Oakland County, 1200 N. Telegraph Road, Pontiac, Michigan 48341 (the “County”) and Township of Novi, 44114 Wyngate Drive, Northville, Michigan 48167, City of Northville, 215 W. Main Street, Northville, Michigan 48167, and the City of Novi, 45175 W. Ten Mile Road, Novi, Michigan 48375 (“Municipality”) (the County and each municipality are sometimes referred to as the “Parties”). In this Agreement, the County and each municipality are represented by their respective clerks in their official capacities.

PURPOSE OF THE AGREEMENT. The County and the municipalities enter into this Agreement pursuant to Article II, Section 4(m) of the Michigan Constitution of 1963 and the Michigan Election Law, 1954 Public Act 116, MCL 168.720a *et seq.*, for the purpose of operating an early voting site.

Name of county
Oakland County

Name of municipality	Number of precincts in municipality	Number of registered electors in municipality
Township of Novi	1	135
City of Northville	2	5,236
City of Novi	25	46,282

1. **DEFINITIONS.** The following words and expressions used throughout this Agreement, whether used in the singular or plural, shall be defined, read, and interpreted as follows:
 - 1.1 **Agreement** means the terms and conditions of this Agreement and any other mutually agreed to written and executed modification, amendment, exhibit, and attachment to this Agreement.
 - 1.2 **Coordinator** means the individual appointed by the County Clerk and identified as the individual responsible for providing oversight to ensure sufficient resources are available and timely dispatched to each early voting site and monitoring the administrative requirements of early voting for the participating municipalities.
 - 1.3 **Early Voting Plan** means the document and any addenda to the document outlining the manner in which early voting will be provided in a county or municipality, as described in MCL 168.720a *et seq.* The requirements of an Early Voting Plan are described in MCL 168.720h(3).
 - 1.4 **Election Services** encompasses the following individual Election Services provided by the County Clerk’s Elections Division: Conduct and Administration of Early Voting.
 - 1.5 **Legislative Body of the Municipality** means the city or township governing board elected or appointed and serving in the municipality.
 - 1.6 **Municipality** means any participating municipality, which are entities created by the State or local authority or which are primarily funded by or through State or local authority, including, but not limited to, their council, Board, departments, divisions,

elected and appointed officials, directors, board members, council members, commissioners, authorities, committees, employees, agents, subcontractors, attorneys, volunteers, and/or any such persons' successors.

1.7 **QVF** means the Qualified Voter File as described in MCL 168.509m.

1.8 **QVF Controller** means the individual appointed by the County Clerk and identified as the Qualified Voter File (QVF) administrator of early voting information within the QVF.

1.9 **Site Supervisor** means the participating municipal clerk or a member of the County Clerk's staff who shall act as supervisor for each day of early voting. The County Clerk may appoint a different participating municipal clerk or member of the County Clerk's staff to act as a supervisor for different days of early voting. A site supervisor may delegate the supervisor's duties to a member of the supervisor's staff.

2. SCOPE OF THE AGREEMENT.

2.1 The Parties agree that early voting will be provided for all statewide and federal elections, and all other non-statewide elections conducted in the county.

3. COORDINATOR.

3.1 The Oakland County Director of Elections will serve as the Coordinator of each early voting site and will be responsible for organizing and monitoring the administrative requirements, including staffing, of early voting for the participating municipalities.

3.1.1 In the event that the Coordinator is unable to personally supervise and staff each early voting site on each day of early voting, the Coordinator may designate early voting site supervisors to assist with the staffing and supervision of early voting.

3.2 If the Coordinator becomes unavailable for any reason, the Coordinator role will be filled as follows:

3.2.1 The County Clerk will appoint a new Coordinator.

3.2.2 The new Coordinator will assume the responsibilities of the Coordinator on either a temporary or permanent basis.

4. QVF CONTROLLER.

4.1 The Oakland County Director of Elections will serve as the Qualified Voter File (QVF) administrator of early voting information within the QVF. The QVF Controller's duties will involve setting up the necessary voting regions, user access, and application access needed for the site(s) designated in the Agreement. The QVF Controller may designate these duties to a member of his/her staff.

5. APPROVAL OF EARLY VOTING SITES.

5.1 Pursuant to MCL 168.662, the County Clerk, after consulting the participating municipal clerks, will submit each early voting site location to the Board of County Election Commissioners for approval.

5.2 A regional early voting site will serve all electors covered by this Agreement. The electors covered by this Agreement will also be served by the County's central early voting site.

6. APPOINTMENT OF ELECTION INSPECTORS.

- 6.1 The Board of County Election Commissioners is responsible for the appointment of Election Inspectors.
- 6.2 At least 21 days before each election, the Board of County Election Commissioners will appoint for each early voting site at least 3 Election Inspectors and as many more as, in its opinion, are required for the efficient, speedy, and proper conduct of the election.
- 6.3 The Board of County Election Commissioners will further designate one appointed Election Inspector from each early voting site as chairperson.
- 6.4 The selection of Election Inspectors will be governed by MCL 168.674.

7. APPROVAL OF EARLY VOTING HOURS.

- 7.1 The Parties agree to all of the following:
 - 7.1.1 Early voting will be conducted for the nine days guaranteed by the Constitution. The hours will be from 8:30am-4:30pm each day, except that Thursday the hours will be from 12pm-8pm.
 - 7.1.2 The days and hours specified in this Agreement apply to early voting at all elections conducted in the County.

8. NOTICE OF EARLY VOTING HOURS.

- 8.1 Not less than 45 days before Election Day, the County Clerk and the clerk of each participating municipality agree to give public notice of the dates and hours for early voting at the regional early voting site and central early voting site by posting information on the County's and each municipality's website. If the municipality does not maintain a website, it shall post the notice in the same manner as it posts other notices.
- 8.2 After an Early Voting Site is approved by the Board of County Election Commissioners, the County Clerk will send a notice to each registered elector entitled to vote at that Early Voting Site with the information required under Michigan Election Law. The notice will be subject to review and approval by the parties. After that initial notice by the County Clerk, the Municipal Clerk will be responsible for sending the appropriate notice to each new registrant. The cost of printing and mailing the required notices will be the responsibility of each municipality.

9. BUDGET AND COST SHARING.

- 9.1 The Parties agree to the following cost sharing and chargeback procedures as follows:
 - 9.1.1 The County agrees to request funding and/or reimbursement from the State, local school district or other entity responsible for costs related to early voting.
 - 9.1.2 The County agrees to assume all costs related to the acquisition of equipment, software and supplies.
 - 9.1.3 The costs related to staffing the regional early voting site with Election Inspectors, publications and facility rental/cleaning charges that are not reimbursed by the State or other entity will be allocated as follows:
 - 9.1.3.1 Novi Township will pay \$150 for each election with the remaining balance being allocated 90% to the City of Novi and 10% to the City of

Northville. Payment will be remitted to the County within 30 days of receipt of the invoice.

10. STAFFING, SUPERVISION AND TRAINING.

- 10.1** The Coordinator is responsible for ensuring adequate staffing and supervision at the regional early voting site, and central early voting site, including selection of the site supervisor who oversees the site(s).
- 10.2** The site supervisor shall operate in the same manner and have the same authority as a municipal clerk operates in an election day polling place.
- 10.3** The site supervisors for early voting sites shall be designated for each election on the attached Exhibit B.
- 10.4** The Coordinator is responsible for providing training to the Site Supervisors and Election Inspectors appointed to serve at the Early Voting Site for each election.

11. TABULATORS AND EARLY VOTING POLL BOOK LAPTOPS AT EARLY VOTING SITE(S).

- 11.1** The Parties agree to all of the following:
 - 11.1.1** The Coordinator, in consultation with the participating municipal clerks, will determine the number of tabulators and early voting poll book laptops or other voting equipment that are necessary at the regional early voting site.
 - 11.1.2** The County will provide the tabulators, early voting poll book laptops, other necessary voting equipment and supplies.
- 11.2** The Board of County Election Commissioners will be responsible for conducting testing of the electronic voting equipment.
- 11.3** The Coordinator, or designated site supervisor, will be responsible for taking necessary steps to set up the early voting poll book laptops.

12. CANVASS OF EARLY VOTING RETURNS AND REPORTING OF EARLY VOTING RESULTS.

- 12.1** The Board of County Election Commissioners is responsible for appointing the receiving board or group of election inspectors to canvass the early vote returns on Election Day and report early voting results to the County Clerk.

13. EARLY VOTING PLAN.

- 13.1** No later than 120 days before the first statewide or federal election in each even numbered year, the Coordinator will be responsible for ensuring an Early Voting Plan, attached as Exhibit A, is filed with the County Clerk of the county in which the municipalities are located.

14. NOTICE TO SOS OF CHANGES TO LOCATIONS, DAYS, AND HOURS OF EARLY VOTING.

- 14.1** Not less than 45 days before the first early voting day allowed by statute, the Coordinator will be responsible for providing the Secretary of State any changes made

to a previously submitted Early Voting Plan that affect the locations, days, and hours of operation for each early voting site operated by the County.

15. DURATION OF AGREEMENT.

- 15.1** This Agreement and any amendments will be effective when executed by all Parties, as evidenced by the signature of the County Clerk and each participating municipal clerk, unless the Agreement has an effective date specifically entered on the signature page.
- 15.2** This Agreement has no fixed termination date and may be terminated pursuant to its terms.

16. CANCELLATION, MODIFICATION, AND TERMINATION OF AGREEMENT.

- 16.1** The County Clerk may withdraw from this Agreement for any reason by providing at least 30 days written notice to the other parties to the Agreement. The notice shall be sent to the municipalities at the address provided in this Agreement to the attention of the Municipal Clerk. If the County Clerk withdraws during the statutory timeframe from the Agreement for any reason, the Agreement will cease to exist, and the clerk of each participating municipality must submit a revised Early Voting Plan to the State Bureau of Elections outlining the manner in which early voting will be provided.
- 16.2** The municipality may withdraw from this Agreement for any reason by providing at least 30 days written notice to the other parties to the Agreement. The notice shall be sent to the county at the address provided in this Agreement to the attention of the County Clerk. If a municipality withdraws from the Agreement for any reason during the statutory timeframe, the clerk of the municipality withdrawing from the Agreement must submit a revised Early Voting Plan to the State Bureau of Elections outlining the manner in which early voting will be provided.

17. GENERAL PROVISIONS.

- 17.1** County shall not be liable for any consequential, incidental, indirect, remote, speculative, punitive, exemplary, liquidated, treble, or special damages, including, but not limited to, loss of profit, opportunity, use, revenue, data, or goodwill, whether based in whole or in part in contract, tort, equity, strict liability, under statute, or any other theory of liability, regardless of whether such damages were foreseeable or contemplated and even if County was advised or aware of the possibility of such damages.
- 17.2** This Agreement shall be governed, interpreted, and enforced by the laws of the State of Michigan, excluding Michigan's conflict of law principles. Except as otherwise required by law or court rule, any action brought to enforce, interpret, or decide any claim arising under or related to this Agreement shall be brought in the Sixth Judicial Circuit Court of the State of Michigan, the 50th District Court of the State of Michigan, or the United States District Court for the Eastern District of Michigan, Southern Division, as dictated by the applicable jurisdiction of the court. Except as otherwise required by law or court rule, venue is proper in the courts set forth above. The choice of forum set forth above shall not be deemed to preclude the enforcement of any judgment obtained in such forum or taking action under this Contract to enforce such judgment in any appropriate jurisdiction.

- 17.3** This Agreement represents the entire agreement and understanding between the Parties. This Agreement supersedes all other prior oral or written understandings, communications, agreements, or contracts between the Parties, except the accompanying license agreement which is incorporated by reference. The language of this Agreement shall be construed as a whole according to its fair meaning and not construed strictly for or against any Party.
- 17.4** “Confidential Information” means all information and data that the County is required or permitted by law to keep confidential, which includes computer software, cybersecurity assessments and plans and measures to protect the County’s copyrighted training materials.
- 17.5** Municipality shall use appropriate safeguards to protect the confidentiality and integrity of Confidential Information. Municipality shall not reproduce, provide, disclose, or give access of Confidential Information to any Municipality Employee or third-party not having a legitimate need to know. Municipality and Municipality Employees shall only use the Confidential Information for performance of this Agreement. Notwithstanding the foregoing, Municipality may disclose the Confidential Information, if required by law, statute, or other legal process; provided that Municipality: (a) gives the County prompt written notice of the impending disclosure; (b) provides reasonable assistance to the County in opposing or limiting the disclosure; and (c) makes only such disclosure as is compelled or required. This Agreement imposes no obligation upon Municipality with respect to any Confidential Information which Municipality can establish by legally sufficient evidence: (a) was in possession of or was known by Municipality, prior to its receipt from the County, without any obligation to maintain its confidentiality; or (b) is obtained by Municipality from a third-party having the right to disclose it, without an obligation to keep such information confidential.

AGREEMENT FOR ELECTION SERVICES
BETWEEN OAKLAND COUNTY AND TOWNSHIP OF NOVI And CITY OF NORTHVILLE And CITY OF NOVI

Lisa Brown
Oakland County Clerk

Signature of County Clerk

Date

Janeen Crittenden
Township of Novi Clerk

Signature of Clerk

Date

Michael Smith
City of Northville Clerk

Signature of Clerk

Date

Cortney Hanson
City of Novi Clerk

Signature of Clerk

Date

EXHIBIT A: Early Voting Plan

No later than 120 days before the first statewide or federal election in each even numbered year, the Coordinator will file an Early Voting Plan, covering the Parties to the County Agreement, with the County Clerk of the County.

Not less than 45 days before the first early voting day allowed by statute, the Coordinator will provide the Secretary of State any changes made to a previously submitted Early Voting Plan that affect the locations, dates, and hours of operation for each joint early voting site operated by the participating County and municipalities to ensure that the correct information is posted on the Michigan Voter Information Center (MVIC) portion of the Department of State’s website.

Plan Coverage: County Agreement

Coordinator of County Agreement:

Name of Coordinator	Position	Email Address	Phone Number
Joseph J. Rozell	Director of Elections	rozellj@oakgov.com	(248) 858-0564

County:

Name of county	Clerk of County
Oakland County	Lisa Brown

Municipality 1:

Name of municipality	Clerk of municipality	Number of precincts in municipality	Number of registered electors in municipality
Township of Novi	Janeen Crittenden	1	135

Municipality 2:

Name of municipality	Clerk of municipality	Number of precincts in municipality	Number of registered electors in municipality
City of Northville	Michael Smith	2	5,236

Municipality 3:

Name of municipality	Clerk of municipality	Number of precincts in municipality	Number of registered electors in municipality
City of Novi	Cortney Hanson	25	46,282

Early Voting Location Information:

	Early voting site #1	Early voting site #2
Location of site	Novi Civic Center, 45175 W. Ten Mile Rd., Novi, Michigan 48375	Waterford Oaks Activity Center, 2800 Watkins Lake Rd., Waterford, Michigan 48328
Municipalities served at site	3	45
Number of Election Workers at site	7	7
Is this an EV site for all 9 days of Constitutionally-required early voting? (Y/N)	Yes	Yes
Hours for 9 days of Constitutionally-required early voting	8:30 - 4:30 p.m. Thursday 12 - 8 p.m.	8:30 - 4:30 p.m. Thursday 12 - 8 p.m.
How many (if any) additional days of early voting will be provided at this site?	None	None
Hours for any additional days of early voting	N/A	N/A
Is this site ADA compliant?	Yes	Yes
In selecting this site, did you take into account expected turnout, population density, public transportation, accessibility, travel time, travel patterns, and any other relevant considerations?	Yes	Yes

Communication Strategy:

The parties will use the following communication strategy for informing electors of their opportunity for early voting:

Social media, websites, community newsletters, and other mediums deemed appropriate by clerks.

EXHIBIT B: SITE SUPERVISORS

Regional Early Voting Site Number: _____

Election Date: _____

Early Voting Site Supervisors:

	Primary Site Supervisor	Backup Site Supervisor
Early Voting Day 1		
Early Voting Day 2		
Early Voting Day 3		
Early Voting Day 4		
Early Voting Day 5		
Early Voting Day 6		
Early Voting Day 7		
Early Voting Day 8		
Early Voting Day 9		