

AGREEMENT FOR ELECTION SERVICES

BETWEEN BERRIEN COUNTY AND BENTON HARBOR CITY AND BRIDGMAN CITY AND BUCHANAN CITY AND COLOMA CITY AND NEW BUFFALO CITY AND NILES CITY AND ST. JOSEPH CITY AND WATERVLIET CITY AND BARODA TOWNSHIP AND BERRIEN TOWNSHIP AND BERTRAND CHARTER TOWNSHIP AND BUCHANAN CHARTER TOWNSHIP AND CHIKAMING TOWNSHIP AND COLOMA CHARTER TOWNSHIP AND GALIEN TOWNSHIP AND HAGAR TOWNSHIP AND LAKE CHARTER TOWNSHIP AND LINCOLN CHARTER TOWNSHIP AND NEW BUFFALO TOWNSHIP AND NILES CHARTER TOWNSHIP AND ORONOKO CHARTER TOWNSHIP AND PIPESTONE TOWNSHIP AND ROYALTON TOWNSHIP AND ST. JOSEPH CHARTER TOWNSHIP AND SODUS TOWNSHIP AND THREE OAKS TOWNSHIP AND WATERVLIET CHARTER TOWNSHIP AND WEESAW TOWNSHIP

This County Early Voting Site Agreement (the "Agreement") is made between Berrien County, 811 Port Street, St. Joseph, Michigan 49085 (the "County") and Benton Harbor City, 200 Wall Street, Benton Harbor, Michigan 49022, Bridgman City, 9765 Maple Street, Bridgman, Michigan 49106, Buchanan City, 302 North Redbud trail, Buchanan, Michigan 49107, Coloma City, 119 N. Paw Paw Street, Coloma, Michigan 49038, New Buffalo City, 224 W. Buffalo Street, New Buffalo, Michigan 49117, Niles City, 333 N. Second Street, Niles, Michigan 49120, St. Joseph City, 700 Broad Street, St. Joseph, Michigan 49085, Watervliet City, 158 W. Pleasant Street, Watervliet, Michigan 49098, Baroda Township, 9091 First Street, Baroda, Michigan 49101, Berrien Township, 8916 M-140, Berrien Center, Michigan 49102, Bertrand Charter Township, 3835 Buffalo Road, Buchanan, Michigan 49107, Buchanan Charter Township, 15235 N. Main Street, Buchanan, Michigan 49107, Chikaming Township, 13535 Red Arrow Highway, Harbert, Michigan 49115, Coloma Charter Township, 4919 Paw Paw Lake Road, Coloma, Michigan 49038, Galien Township, 305 Kiley Drive, Galien, Michigan 49113, Hagar Township, 3900 Riverside Road, Riverside, Michigan 49084, Lake Charter Township, 3220 Shawnee Road, Bridgman, Michigan 49106, Lincoln Charter Township, 2055 W. John Beers Road, Stevensville, Michigan 49127, New Buffalo Township, 17425 Red Arrow Highway, New Buffalo, Michigan 49117, Niles Charter Township, 320 Bell Road, Niles, Michigan 49120, Oronoko Charter Township, 4583 E. Snow Road, Berrien Springs, Michigan 49103, Pipestone Township, 7185 Elm Street, Eau Claire, Michigan 49111, Royalton Township, 980 Miners Road, St. Joseph, Michigan 49085, St. Joseph Charter Township, 3000 Washington Avenue, St. Joseph, Michigan 49085, Sodus Township, 4056 King Drive, Sodus, Michigan 49126, Three Oaks Township, 6810 US Highway 12, Three Oaks, Michigan 49128, Watervliet Charter Township, 4959 M-140 Highway, Watervliet, Michigan 49098, and Weesaw Township 13518 State Street, New Troy, Michigan 49119 ("Municipality" or "Municipalities") (the County and each Municipality are sometimes referred to as the "Parties"). In this Agreement, the County and each Municipality will be represented by their respective clerk in their official capacity.

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 joint early voting site(s).

Name of County
Berrien County

Name of Municipality	Number of precincts in Municipality (no AVCB precincts)	Number of registered electors in Municipality (includes active, challenged, and to be verified electors from QVF)
Benton Harbor City	4	8,137
Bridgman City	1	1,877
Buchanan City	2	3,708
Coloma City	1	1,238
New Buffalo City	1	1,748
Niles City	4	10,513
St. Joseph City	3	7,266
Watervliet City	1	1,370
Baroda Township	1	2,379
Berrien Township	2	3,869
Bertrand Charter Township	1	2,419
Buchanan Charter Township	1	2,969
Chikaming Township	1	2,776
Coloma Charter Township	2	4,434
Galien Township	1	1,255
Hagar Township	2	2,872
Lake Charter Township	1	2,761
Lincoln Charter Township	6	12,331
New Buffalo Township	1	2,080
Niles Charter Township	5	12,380
Oronoko Charter Township	3	5,981
Pipestone Township	1	1,908
Royalton Township	2	4,138
St. Joseph Charter Township	4	8,925
Sodus Township	1	1,747
Three Oaks Township	1	2,220
Watervliet Charter Township	1	2,758
Weesaw Township	1	1,717

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 or a Municipality's Elections Division, if applicable: Conduct and administration of early voting.
- 1.5 **Legislative Body of the Municipality** means the City or Township Council elected or appointed and serving in the Municipality.
- 1.6 **Municipality** means any participating Municipality, which are entities created by 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.

2. **PARTIES TO AN AGREEMENT.**

- 2.1 An Agreement may be entered into between one or more Municipalities wholly or partially located within the same County and the County Clerk of that County.
- 2.2 A Municipality located in multiple Counties can only enter into an Agreement with one of the Counties in which the Municipality is located.

3. **SCOPE OF THE AGREEMENT.**

- 3.1 The Parties agree that early voting will be provided for all statewide and federal elections for the nine days early voting period required by the Michigan State Constitution. The provisions of this Agreement shall not apply to any non-statewide elections.

4. **COORDINATOR.**

- 4.1 The Berrien County Election Coordinator will serve as Coordinator of the joint early voting site and will be responsible for organizing and monitoring the administrative requirements, including staffing, of early voting for the participating Municipalities.
 - 4.1.1 In the event that that 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.
- 4.2 If the Coordinator becomes unavailable for any reason, the role will be filled in the following way:
 - 4.2.1 The County Clerk will appoint a new Berrien County Election Coordinator.

4.2.2 The new Berrien County Election Coordinator would assume the responsibilities of the Coordinator on either a temporary or permanent basis.

5. QVF CONTROLLER.

5.1 The Berrien County Election Coordinator will serve as the Qualified Voter File (QVF) administrator of early voting information within the QVF. The Controller's duties will involve setting up the necessary voting regions, user access, and application access needed for the sites designated in the Agreement. The QVF Controller must meet the security requirements of a QVF user. The QVF Controller can be the same as the Coordinator as long as the appropriate QVF training is completed.

5.2 If the QVF Controller becomes unavailable for any reason, the role will be filled in the following way:

5.2.1 The County Clerk will appoint a new QVF Controller.

5.2.2 The new QVF Controller would assume the responsibilities of the QVF Controller on either a temporary or permanent basis.

6. APPROVAL OF EARLY VOTING SITES.

6.1 Pursuant to MCL 168.662, the County Clerk, after consulting the participating Municipal Clerks, must submit each early voting site location to the Board of County Election Commissioners for approval.

6.2 Each early voting site may serve all electors covered by the County Agreement, the electors in specific Municipalities, the electors of one Municipality, or any combination of these options, as long as each elector in the County is served by one or more early voting sites.

6.3 The location(s) of early voting site(s) that will serve the electors covered by this Agreement is contained in Exhibit A.

7. APPOINTMENT OF ELECTION INSPECTORS.

7.1 The Board of County Election Commissioners is responsible for the appointment of Election Inspectors.

7.2 At least thirty-one (31) days before each statewide and federal election, the Board will appoint for each early voting site at least three (3) Election Inspectors and as many more as, in its opinion, are required for the efficient, speedy, and proper conduct of the election.

7.3 The Board will further designate at least one appointed Election Inspector as Chairperson for each early voting site for each day of early voting.

7.4 The selection of Election Inspectors will be governed by MCL 168.674.

8. APPROVAL OF EARLY VOTING HOURS.

8.1 Prior to the submission of an Agreement or Early Voting Plan, the County Clerk and the Clerks of the participating Municipalities will do all of the following:

8.1.1 For the nine early voting days guaranteed by the Michigan Constitution, the Parties will decide among themselves the hours that early voting will be

provided at the approved joint early voting site or sites and include those hours in this Agreement under Exhibit A.

8.1.2 The days and hours specified in this Agreement apply to early voting at all early voting site(s) in this Agreement under Exhibit A.

8.1.3 The days and hours specified in this Agreement apply only to statewide and federal elections.

9. NOTICE OF EARLY VOTING HOURS.

9.1 Not less than forty-five (45) days before Election Day, the County Clerk and the Clerk of each participating Municipality will give public notice of the dates and hours for early voting at the joint early voting site or sites by posting of the notice on the County's and each Municipality's website and any other publication or posting the County Clerk and/or the Clerk of each participating Municipality considers advisable.

10. BUDGET AND COST SHARING.

10.1 The initial estimated early voting budget is set forth in Exhibit C.

10.2 The County shall prepare and provide to the participating Municipalities a proposed early voting budget for each subsequent election as to which the terms of this Agreement apply, with such budget to be attached as an addendum to this Agreement upon its approval by the Clerk of each of the participating Municipalities.

10.3 The budgets set forth in 10.1 and 10.2 may be amended as deemed necessary by the County Clerk due to the circumstances that include but are not limited to the type of election occurring; anticipated voter turnout; needs associated with specific early voting sites; the need to acquire equipment, software, or services that will aid in enhancing efficiency and/or service to early voters; the possibility of Municipalities joining or withdrawing from this Agreement; and/or changes in state law or promulgated rule. The Parties agree that the County Clerk had discretion to amend the budget by up to a 20% increase without the need for additional approval by the Municipalities.

10.4 The County is hereby designated as the Party responsible for requesting and dispensing all funds related to early voting.

10.5 The County agrees to seek and utilize any known funding source from the State of Michigan to apply to the costs of providing early voting pursuant to this Agreement before seeking reimbursements from the participating Municipalities.

10.6 All costs of early voting pursuant to this Agreement shall be shared among the participating Municipalities according to the number of registered electors in each Municipality (including active, challenged, and to be verified electors) according to the Qualified Voter File, to be determined between one hundred and thirty (130) days and one hundred and twenty (120) days before the first statewide or federal election in each even numbered year.

10.7 The County will issue an invoice to participating Municipalities as needed and within sixty (60) days following each election date during which early voting is administered on behalf of the participating Municipalities pursuant to this Agreement. Payment in full will be made by each Municipality within thirty (30) days of receipt of the invoice.

10.8 The parties agree that the County Treasurer may withhold funds otherwise payable to the participating Municipalities from the next tax disbursement monies due to a participating Municipality when early voting reimbursement is not made by that Municipality within six (6) months of the reimbursement request date, in order to satisfy any outstanding amounts due to the County from that participating Municipality pursuant to the terms of this Agreement.

11. STAFFING AND SUPERVISION AND TRAINING

11.1 The Coordinator is responsible for ensuring adequate staffing and supervision at early voting site(s) including selection of the Site Supervisor who oversees a specific early voting site(s).

11.2 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.

11.3 The Site Supervisors for early voting sites are listed in the attached Exhibit B. The Parties agree that this Exhibit may be amended by the County Clerk from time to time without the need for approval by the Parties.

11.4 Pursuant to MCL 168.720g(7), the Coordinator, where practicable, will select a different Municipal Clerk, or their Deputy, from among the Clerks of the participating Municipalities to be Site Supervisor(s) each day. If none are available, the Coordinator, as a member of the County Clerk's staff, will assume the role of Site Supervisor, or the Coordinator shall select another member of the County Clerk's staff to serve as the Supervisor. The County Clerk or the Coordinator may substitute Site Supervisors if the need arises, but at all times will make every attempt to locate a Municipal Clerk or their Deputy to perform the duties of the Site Supervisor.

11.5 The Coordinator is responsible for providing training to the Site Supervisors and Election Inspectors to serve at the early voting site(s) for each election.

11.5.1 Upon the approval of the County Clerk, and under the County Clerk's authority, the Coordinator may designate Municipality Clerks to assist in providing training to the Site Supervisors and Election Inspectors to serve at the early voting site(s) for each election.

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

12.1 Prior to the submission of the Early Voting Plan, the County Clerk and the Clerks of the participating Municipalities will do all of the following:

12.1.1 Determine the number of tabulators and early voting poll book laptops or other voting equipment that are necessary at each early voting site.

12.1.2 Determine whether the County or a Municipality will provide the tabulators and early voting poll book laptops or other voting equipment.

12.2 The Board of County Election Commissioners will be responsible for conducting testing of the electronic voting equipment, and has the authority to designate that duty to the County Clerk and County Clerk's staff.

12.3 The Coordinator, and/or designated Site Supervisor(s), will be responsible for taking necessary steps to set up the early voting poll book and early voting poll book laptops.

- 12.4 Tabulators and early voting poll book laptops used at each early voting site must be configured in one of the ways set forth in MCL 168.720j(5).

13. CLOSING PROCEDURES DURING EARLY VOTING AND ON ELECTION DAY

- 13.1 During early voting, the Coordinator and/or designated Site Supervisor(s) must ensure compliance with the closing procedures described in MCL 168.720j(8) and 720j(9) and any instructions issued by the Secretary of State.
- 13.2 During early voting, the Coordinator and/or designated Site Supervisor(s) must ensure that specified election materials are secured in compliance with MCL 168.720j(10) and any instructions issued by the Secretary of State.
- 13.3 At the conclusion of Election Day, the Coordinator and/or designated Site Supervisor(s) must ensure compliance with the closing procedures described in MCL 168.720j(11) and any instructions issued by the Secretary of State.

14. CANVASS OF EARLY VOTE RETURNS AND REPORTING OF EARLY VOTING RESULTS

- 14.1 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.
- 14.2 At the conclusion of Election Day, the Coordinator must ensure compliance with the canvass and reporting requirements described in MCL 168.720j(11)-(14) and MCL 168.801-810.
- 14.3 The County Clerk shall retain all tabulated ballots and election documents related to each required election for the full term of the required retention period.

15. EXECUTION OF COUNTY JOINT EARLY VOTE SITE AGREEMENT.

- 15.1 A county Early Voting Site Agreement must be finalized and signed by the participating County and all Municipalities:
 - 15.1.1 No later than one hundred and twenty-five (125) days before the first regularly scheduled statewide or federal election in each even numbered year.
 - 15.1.2 No later than ninety (90) days before a special statewide or federal election.

16. EARLY VOTING PLAN.

- 16.1 No later than one hundred and twenty (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.

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

- 17.1 Not less than forty-five (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, dates, and hours of operation for each joint early voting site operated by the participating County and Municipalities. This ensures that the correct information is posted on the Michigan Voter Information Center (MVIC) portion of the Department of State's website.

18. DURATION OF AGREEMENT.

- 18.1** 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 and any other required authorized Official of each of the participating Municipalities.
- 18.2** This Agreement has no fixed termination date, and may be terminated pursuant to its terms.

19. CANCELLATION, MODIFICATION, AND TERMINATION OF COUNTY JOINT EARLY VOTE SITE AGREEMENT.

- 19.1** The County Clerk may terminate the Agreement for any reason; upon termination, the Agreement will cease to exist and the Clerk of each participating Municipality must submit a revised Early Voting Plan to the Department outlining the manner in which early voting will be provided. The County Clerk may terminate the Agreement by providing at least thirty (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.
- 19.2** This Agreement may be modified by a written amendment executed by all Parties. If a modification will result in impact to a subset of Parties, only, only those Parties affected need execute the modification.
- 19.3** If the Parties terminate Agreement for any reason, the Clerk of each participating Municipality must submit a revised Early Voting Plan to the Department outlining the manner in which early voting will be provided.
- 19.4** If a Party withdraws from the Agreement for any reason, the Clerk of the Municipality withdrawing from the Agreement must submit a revised Early Voting Plan to the Department outlining the manner in which early voting will be provided. A Party to the Agreement may withdraw from the Agreement by providing at least thirty (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 County Clerk and Municipal Clerk.
- 19.5** A Party may not terminate or withdraw from the Agreement during the period beginning one hundred and fifty (150) days before the first statewide November election in an even numbered year and ending on the completion of the County canvass for the statewide general November election in that even numbered year.
- 19.6** If the Agreement covers any elections in addition to statewide and federal elections, a Party may not withdraw from the Agreement during the period beginning one hundred and fifty (150) days before the election covered under the Agreement and ending on the completion of the County canvass for that election.

20. GENERAL PROVISIONS.

- 20.1** The 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 the County was advised or aware of the possibility of such damages.

20.2 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 Berrien County Trial Court, or the United States District Court for the Western 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.

20.3 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 and the annual Berrien County elections fee schedule which are 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.

20.4 “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.

20.5 The participating Municipalities shall use appropriate safeguards to protect the confidentiality and integrity of Confidential Information. Municipalities 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. Municipalities and Municipality Employees shall only use the Confidential Information for performance of this Agreement. Notwithstanding the foregoing, Municipalities may disclose the Confidential Information, if required by law, statute, or other legal process; provided that Municipalities: (a) give the County prompt written notice of the impending disclosure; (b) provide reasonable assistance to the County in opposing or limiting the disclosure; and (c) make only such disclosure as is compelled or required. This Agreement imposes no obligation upon Municipalities with respect to any Confidential Information which Municipalities can establish by legally sufficient evidence: (a) was in possession of or was known by Municipalities, 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.

21. ELECTRONIC SIGNATURES AND COUNTERPARTS.

21.1 This Agreement may be executed in two or more counterparts, and each counterpart shall become binding when the other(s) has or have been signed as if it had been signed

by each Party. Facsimile or electronic signatures shall be considered original signatures for the purposes of execution and enforcement of the rights and obligations described herein.

Sharon Tyler Berrien County Clerk	_____ Signature of County Clerk	_____ Date
Tiffany Moore Benton Harbor City Clerk	_____ Signature of Clerk	_____ Date
Sheila Reitz Bridgman City Clerk	_____ Signature of Clerk	_____ Date
Kalla Langston Buchanan City Clerk	_____ Signature of Clerk	_____ Date
Kelly Clements Coloma City Clerk	_____ Signature of Clerk	_____ Date
Amy Fidler New Buffalo City Clerk	_____ Signature of Clerk	_____ Date
Tina Bergman Niles City Clerk	_____ Signature of Clerk	_____ Date
Abby Bishop St. Joseph City Clerk	_____ Signature of Clerk	_____ Date
Melanie Marvin Watervliet City Clerk	_____ Signature of Clerk	_____ Date
Christina Price Baroda Township Clerk	_____ Signature of Clerk	_____ Date
Mary Jane Dean Berrien Township Clerk	_____ Signature of Clerk	_____ Date
Don Vite Bertrand Charter Township Clerk	_____ Signature of Clerk	_____ Date
Wendi Heyliger Buchanan Charter Township Clerk	_____ Signature of Clerk	_____ Date
Paula Dudiak Chikaming Township Clerk	_____ Signature of Clerk	_____ Date
Sheila Hickmott Coloma Charter Township Clerk	_____ Signature of Clerk	_____ Date
Jennifer Richter Galien Township Clerk	_____ Signature of Clerk	_____ Date
Tom Allen Hager Township Clerk	_____ Signature of Clerk	_____ Date
***** Lake Charter Township Clerk	_____ Signature of Clerk	_____ Date

Stacy Loar-Porter Lincoln Charter Township Clerk	_____ Signature of Clerk	_____ Date
Judith Zabicki New Buffalo Township Clerk	_____ Signature of Clerk	_____ Date
Terry Eull Niles Charter Township Clerk	_____ Signature of Clerk	_____ Date
Suzanne Renton Oronoko Charter Township Clerk	_____ Signature of Clerk	_____ Date
Karen Basham Pipestone Township Clerk	_____ Signature of Clerk	_____ Date
Rachel Bernard Royalton Township Clerk	_____ Signature of Clerk	_____ Date
Patrice Rose St. Joseph Charter Township Clerk	_____ Signature of Clerk	_____ Date
Cheryl Andres Sodus Township Clerk	_____ Signature of Clerk	_____ Date
Elizabeth Zabel Three Oaks Township Clerk	_____ Signature of Clerk	_____ Date
Patt Bambrick Watervliet Charter Township Clerk	_____ Signature of Clerk	_____ Date
Kelly Knitz Weesaw Township 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 is responsible for ensuring an Early Voting Plan, covering the parties to the County Agreement, is filed with the County clerk of the County.

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 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. This 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
Kathryn Klemesrud	Election Administrator, Interim Election Coordinator	kklemesrud@berriencounty.org	269-983-7111, Ext. 8011

County:

Name of County	Clerk of County
Berrien	Sharon Tyler

Name of Municipality	Clerk of Municipality	Number of precincts in Municipality (no AVCB precincts)	Number of registered electors in Municipality (includes active, challenged, and to be verified electors from QVF)
Benton Harbor City	Tiffany Moore	4	8,137
Bridgman City	Sheila Reitz	1	1,877
Buchanan City	Kalla Langston	2	3,708
Coloma City	Kelly Clements	1	1,238
New Buffalo City	Amy Fidler	1	1,748
Niles City	Tina Bergman	4	10,513
St. Joseph City	Abby Bishop	3	7,266
Watervliet City	Melanie Marvin	1	1,370
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Berrien Township	Mary Jane Dean	2	3,869
Bertrand Charter Township	Don Vite	1	2,419

Buchanan Charter Township	Wendi Heyliger	1	2,969
Chikaming Township	Paula Dudiak	1	2,776
Coloma Charter Township	Sheila Hickmott	2	4,434
Galien Township	Jennifer Richter	1	1,255
Hagar Township	Tom Allen	2	2,872
Lake Charter Township	****	1	2,761
Lincoln Charter Township	Stacy Loar-Porter	6	12,331
New Buffalo Township	Judith Zabicki	1	2,080
Niles Charter Township	Terry Eull	5	12,380
Oronoko Charter Township	Suzanne Renton	3	5,981
Pipestone Township	Karen Basham	1	1,908
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Sodus Township	Cheryl Andres	1	1,747
Three Oaks Township	Elizabeth Zabel	1	2,220
Watervliet Charter Township	Patt Bambrick	1	2,758
Weesaw Township	Kelly Knitz	1	1,717

Early Voting Location Information:

	Early voting site #1	Early voting site #2
Location of site	Lake Michigan College Todd Center 2785 E. Napier Avenue Benton Harbor, Michigan 49022 Back up location: Berrien County Conference Center 2149 E. Napier Avenue Benton Harbor, Michigan 49022	Berrien County South County Building 1205 N. Front Street Niles, Michigan 49120
Municipalities served at site	Benton Harbor City Coloma City St. Joseph City Watervliet City Coloma Charter Township Hagar Township Lincoln Charter Township Pipestone Township Royalton Township St. Joseph Charter Township Sodus Township Watervliet Township	Bridgman City Buchanan City New Buffalo City Niles City Baroda Township Berrien Township Bertrand Charter Township Buchanan Charter Township Chikaming Township Galien Township Lake Charter Township New Buffalo Township Niles Charter Township Oronoko Charter Township

		Three Oaks Township Weesaw Township
	57,124 electors	60,652 electors
Number of Election Workers at site	22 Election Inspectors 4 Receiving Board	22 Election Inspectors 4 Receiving Board
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	Day 1 Saturday: 8:30 AM-4:30 PM Day 2 Sunday: 8:30 AM-4:30 PM Day 3 Monday: 8:30 AM-4:30 PM Day 4 Tuesday: 8:30 AM-4:30 PM Day 5 Wednesday: 11:00 AM-7:00 PM Day 6 Thursday: 8:30 AM-4:30 PM Day 7 Friday: 8:30 AM-4:30 PM Day 8 Saturday: 8:30 AM-4:30 PM Day 9 Sunday: 8:30 AM-4:30 PM	Day 1 Saturday: 8:30 AM-4:30 PM Day 2 Sunday: 8:30 AM-4:30 PM Day 3 Monday: 8:30 AM-4:30 PM Day 4 Tuesday: 8:30 AM-4:30 PM Day 5 Wednesday: 11:00 AM-7:00 PM Day 6 Thursday: 8:30 AM-4:30 PM Day 7 Friday: 8:30 AM-4:30 PM Day 8 Saturday: 8:30 AM-4:30 PM Day 9 Sunday: 8:30 AM-4:30 PM
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	None	None
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

Early Voting Equipment Information:

	Early voting site #1	Early voting site #2
Number of tabulators at site	6	6
Municipality responsible for providing tabulators	County, by reimbursement from grant(s) and possible local units of government	County, by reimbursement from grant(s) and possible local units of government
Number of early voting poll book laptops	6	6
Municipality responsible for providing early voting poll book laptops	County, by reimbursement from grant(s) and possible local units of government	County, by reimbursement from grant(s) and possible local units of government

Clerk responsible for taking necessary steps to set up the early voting poll book laptops	Election Coordinator and/or designated Site Supervisor(s)	Election Coordinator and/or designated Site Supervisor(s)
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Describe the communication strategy for informing electors of their opportunity for early voting:

Initial written notification of early voting site locations and hours of availability to be sent via USPS mail to electors, as required by Public Act 81 of 2023, will be coordinated by the County and funded by the participating Municipalities.

The County will develop and implement an outreach strategy that notifies voters of early voting location(s), hours, and other information prior to each election covered by this Agreement/Early Voting Plan. This strategy may include, but is not limited to, publication of public notices, publication of notice on the County website, and publication of press releases, and other methods as determined to be appropriate by the County Clerk.

Municipalities will develop and implement an outreach strategy that notifies voters of early voting location(s), hours, and other information prior to each election covered by this Agreement/Early Voting Plan. This strategy may include, but is not limited to, publication of public notices, publication of notice on the participating Municipalities’ websites, and publication within municipal newsletters (as available), and other methods as determined to be appropriate by the Municipality.

EXHIBIT B: SITE SUPERVISORS

Early Voting Site Supervisors:

Site Supervisors will be appointed by the Election Coordinator prior to each election.

	Supervisor at Early voting site #1	Supervisor at Early voting site #2
Early Voting Day 1-9	City or Township Clerk, Deputy, or County Clerk Staff	City or Township Clerk, Deputy, or County Clerk Staff