

City of Lathrup Village
27400 Southfield Road | Lathrup Village, MI 48076
treasurer@lathrupvillage.org
Office: 248.557.2600 x 226

Date: August 15, 2023

To: Mayor Garrett and City Council Members

From: Kelda London, City Clerk

Re: Agreement for Election Services

Oakland County, The City of Southfield, and The City of Lathrup Village will enter into agreement to facilitate, staff, and execute nine days of early voting according to the Michigan Constitution and Michigan Election Law.

Suggested Motion:

To approve the Agreement for Election Services between Oakland County, The City of Southfield, and the City of Lathrup Village and authorize the Clerk to sign all related documents.

AGREEMENT FOR ELECTION SERVICES
BETWEEN OAKLAND COUNTY AND CITY OF LATHRUP VILLAGE And CITY OF SOUTHFIELD

This County Early Voting Site Agreement (the "Agreement") is made between Oakland County, 1200 N. Telegraph Road, Pontiac, Michigan 48341 (the "County") and City of Lathrup Village, 27400 Southfield Road, Lathrup Village, Michigan 48076, and the City of Southfield, 26000 Evergreen Road, P. O. Box 2055, Southfield, Michigan 48037 ("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
City of Lathrup Village	2	3,976
City of Southfield	36	63,354

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 shall be equally divided amongst the participating municipalities. 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.

Item 15.

AGREEMENT FOR ELECTION SERVICES
BETWEEN OAKLAND COUNTY AND CITY OF LATHRUP VILLAGE And CITY OF SOUTHFIELD

Lisa Brown
Oakland County Clerk

Signature of County Clerk

Date

Kelda London
City of Lathrup Village Clerk

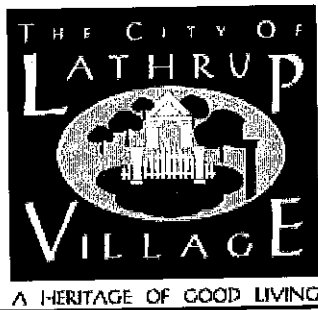
Signature of Clerk

Date

Allyson Bettis
City of Southfield Clerk

Signature of Clerk

Date



City Council Regular Meeting

Monday, September 25, 2023, 7:30 pm

27400 Southfield Road, Lathrup Village, Michigan 48076

1. **Call to Order** by Mayor Garrett at 7:30 pm

2. **Roll Call**

Present: Mayor Garrett, Councilmember Jennings, Councilmember Kenez, Councilmember Miller

Staff Present: City Clerk Kelda London, City Attorney Scott Baker

3. **Pledge of Allegiance**

Motion by Councilmember Jennings to excuse Mayor Pro Tem Kantor. Motion seconded by Councilmember Miller.

Yes: Jennings, Kenez, Miller, Garrett
No: None
Motion carried

4. **Approval of Agenda**

Motion by Councilmember Jennings to approve the agenda with the removal of Action Item 7 C. The motion was seconded by Councilmember Miller.

Yes: Kenez, Miller, Garrett, Jennings
No: None
Motion carried

5. **Public Comment for Items on the Agenda** (speakers are limited to 3 minutes)

None

6. **Consent Agenda**

All items listed under "Consent Agenda" are considered to be routine and non-controversial by the City Council and will be approved by one motion. There will be no separate discussion. If a discussion is desired, that item(s) will be removed from the consent agenda and discussed separately immediately after consent agenda approval in its normal sequence on the regular agenda.

7. Action Requests - For Consideration / Approval

A. MML Liability & Property Pool Renewal Proposal

The renewal premium for the Property and Liability insurance policy, effective September 1, 2023, with the MML Liability & Property Pool, is \$92,998 compared to the previous premium of \$91,110, a premium increase of \$1,888 or 2%.

Councilmember Jennings moved to approve the renewal of the MML Liability & Property Pool Renewal Proposal at the annual rate of \$92,998, effective September 1, 2023, and authorize the Mayor and/or Interim City Administrator to sign the related documents. Councilmember Miller seconded the motion.

Yes: Kenez, Miller, Garrett, Jennings

No: None

Motion carried.

B. Agreement for Election Services

The agreement between Oakland County Election Division, the City of Southfield, and Lathrup Village for the facilitation, staffing, and execution of the nine-day early voting.

Councilmember Jennings moved to approve the agreement for election services and authorize the Clerk to sign all related documents.

Yes: Miller, Garrett, Jennings, Kenez,

No: None

Motion carried.

C. Leaf Storage Agreement with The City of Ferndale

The annual agreement with the City of Ferndale for the use of their Southwest storage yard as a transfer site for leaves. The storage period is from October 9, 2023, through December 31, 2023.

Councilmember Jennings moved to approve the agreement between the City of Ferndale and Lathrup Village regarding using Southwest Storage Area as a leave transfer site. Councilmember Miller seconded the motion.

Yes: Garrett, Jennings, Kenez, Miller

No: None

Motion carried.

8. City Administrator Report