



Pontiac Election Commission

Commission Members
Garland S. Doyle, M.P.A., Interim City Clerk
Anthony Chubb, Esq., City Attorney
Sekar Bawa, City Treasurer
Jo Lynn Williams, Elections Administrator

47450 Woodward Avenue
Pontiac, Michigan 48342
Phone (248) 758-3200
Fax (248) 758-3160

MEETING AGENDA

June 29, 2021

5:00 P.M.

Bowens Center

52 Bagley

Pontiac, MI 48341

- I. Roll Call
- II. Authorization to Excuse Commissioners
- III. Amendments to the Agenda
- IV. Approval of the Agenda
- V. Approval of the Minutes- June 18, 2021
Be it further resolved that the Pontiac Election Commission approves the minutes from June 18, 2021 Meeting
- VI. Approval of Alonzo Cash as the designee to work with Oakland County in the Absentee Voting Counting Board for the August 3, 2021 Primary Election
Be it further resolved that the Pontiac Election Commission appoints Alonzo Cash to work with County on Election Day to assist with the counting of the absentee ballots
- VII. Appointment of Precinct Inspectors
Be it Further Resolved that the Pontiac Election Commission appoints the following individuals listed under attachment A as Precinct Inspectors and authorize the Interim City Clerk to amend and/or change the appointment of inspectors as needed
- VIII. Public Comment
- IX. Adjournment

V.

MINUTES



Pontiac Election Commission

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MEETING MINUTES

June 18, 2021

12:00 P.M.

Call to Order

The Pontiac Election Commission meeting was called to order electronically on June 18, 2021 at 12:00 p.m. by Interim City Clerk, Garland Doyle.

Roll Call

Commission Members Present: Commissioner Bawa, Commissioner Chubb and Commissioner Doyle
Members Absent: None

Authorization to Excuse Commissioners.

Amendments to the Agenda.

Motion to add agenda item before public comment to schedule a meeting on June 29th at 5 p.m. for approval of election workers. Moved by Chubb and Second by Doyle

Ayes: Bawa, Chubb, Doyle

No: None

Motion Carried

Motion to add a July 21st meeting at 10 a.m. to the agenda to conduct the public accuracy test in the Shrine room. Moved by Chubb and Second by Bawa

Ayes: Bawa, Chubb, Doyle

No: None

Motion Carried

Motion to amend item #9 from a resolution to only receive and file. Moved by Chubb and Second by Bawa

Ayes: Bawa, Chubb, Doyle

No: None

Motion Carried

Approval of the amended Agenda. Moved by Chubb and Second by Bawa

Ayes: Bawa, Chubb, Doyle

No: None

Motion Carried

Approval of the May 24, 2021 Minutes. Moved by Chubb and Second by Doyle

Be it further resolved that the Pontiac Election Commission approves the minutes from the May 24, 2021 meeting

Ayes: Chubb, Doyle

No: None

Abstain: Bawa

Motion Carried

Approval of the May 28, 2021 Minutes. Moved by Chubb and Second by Bawa

Be it further resolved that the Pontiac Election Commission approves the minutes from the May 28, 2021 meeting

Ayes: Bawa, Chubb, Doyle

No: None

Abstain: None

Motion Carried

Motion to table the approval of Alonzo Cash as the designee to work with Oakland County in the Absentee Voting Counting Board for the August 3, 2021 Primary Election, to the June 29, 2021 meeting.

Moved by Chubb and Second by Bawa

Ayes: Bawa, Chubb, Doyle

No: None

Abstain: None

Motion Carried

Motion to approve Walt Whitman Elementary School as the New Polling Location for Precincts 7 and 8 beginning with the November 2, 2021 General Election. Moved by Chubb and Second by Bawa

Ayes: Bawa, Chubb, Doyle

No: None

Abstain: None

Motion Carried

Motion to have an in-person meeting to approve the election workers to be held on June 29th at 5 p.m.

Moved by Chubb and Second by Bawa

Ayes: Bawa, Chubb, Doyle

No: None

Abstain: None

Motion Carried

Motion to have the Public Accuracy Test on July 21st in the Shrine Room at 10 a.m. Moved by Chubb and Second by Bawa

Ayes: Bawa, Chubb, Doyle

No: None

Abstain: None

Motion Carried

Public Comment. No Comments

Meeting was adjournment at 12:25 p.m.

Jo Lynn Williams

Elections Administrator

VI.

**APPROVE
ALONZO CASH
TO WORK A V
WITH THE
COUNTY**

**AGREEMENT FOR ELECTION SERVICES BETWEEN
OAKLAND COUNTY AND
[City of Pontiac]**

This Agreement for Election Services Agreement (the "Agreement") is made between Oakland County, a Municipal and Constitutional Corporation, 1200 North Telegraph Road, Pontiac, Michigan 48341 ("County"), and the [City of Pontiac] ("Public Body") [47450 Woodward Pontiac, MI 48342]. In this Agreement, the County shall be represented by the Oakland County Clerk, in her official capacity as a Michigan Constitutional Officer. County and Public Body may be referred to individually as a "Party" and jointly as "Parties".

PURPOSE OF AGREEMENT. County and Public Body enter into this Agreement pursuant to the Michigan Election Law, 1954 Public Act 116, MCL 168.764 *et seq.*, for the purpose of County providing Ballot Counting Services for Public Body.

In consideration of the mutual promises, obligations, representations, and assurances in this Agreement, the Parties agree to the following:

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. **Act** means the Michigan Election Law, 1954 Public Act 116, MCL 168.764 *et seq.*
 - 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. **Claims** mean any alleged losses, claims, complaints, demands for relief or damages, lawsuits, causes of action, proceedings, judgments, deficiencies, liabilities, penalties, litigation, costs, and expenses, including, but not limited to, reimbursement for reasonable attorney fees, witness fees, court costs, investigation expenses, litigation expenses, amounts paid in settlement, and/or other amounts or liabilities of any kind which are incurred by or asserted against County or Public Body, or for which County or Public Body may become legally and/or contractually obligated to pay or defend against, whether direct, indirect or consequential, whether based upon any alleged violation of the federal or the state constitution, any federal or state statute, rule, regulation, or any alleged violation of federal or state common law, whether any such claims are brought in law or equity, tort, contract, or otherwise, and/or whether commenced or threatened.
 - 1.3. **Confidential Information** means all information and data that County is required or permitted by law to keep confidential, including records of County's security measures, security plans, security codes and combinations, passwords, keys, and security procedures, to the extent that the records relate to ongoing security of County as well as records or information to protect the security or safety of persons or property, whether public or private, including, but not limited to, building, public works, and public water supply designs relating to ongoing security measures, capabilities and plans for responding to violations of the Michigan Anti-terrorism Act, emergency response plans, risk planning documents, threat assessments and domestic preparedness strategies.
 - 1.4. **County** means Oakland County, a Municipal and Constitutional Corporation, including, but not limited to, all of its departments, divisions, the County Board of Commissioners,

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

- 1.5. **Day** means any calendar day beginning at 12:00 a.m. and ending at 11:59 p.m.
- 1.6. **Election Services** means the following individual Election Services provided by County's Clerk's Elections Division, if applicable:
 - 1.6.1. **Absentee Ballot Counting** means processing, including, but not limited to, opening, tabulating and reporting absentee ballots and related results.
- 1.7. **Exhibits** mean the following descriptions of Election Services which are governed by this Agreement only if they are attached to this Agreement and incorporated in this Agreement under Section 2 or added at a later date by a formal amendment to this Agreement:
 - Exhibit I: Absentee Ballot Counting Services
- 1.8. **Local Clerk** means the local elected or appointed Clerk for Public Body or their designee.
- 1.8. **Public Body** means the [City of Pontiac] which is an entity created by state or local authority or which is primarily funded by or through state or local authority, including, but not limited to, its 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. For purposes of this Agreement, Public Body includes any Michigan court, when acting in concert with its funding unit, to obtain Election Services.
- 1.9. **Public Body Employee** means any employees, officers, directors, members, managers, trustees, volunteers, attorneys, representatives of Public Body, licensees, concessionaires, contractors, subcontractors, independent contractors, agents, and/or any such persons' successors or predecessors (whether such persons act or acted in their personal, representative or official capacities), and/or any persons acting by, through, under, or in concert with any of the above who use or have access to the Election Services provided under this Agreement. "Public Body Employee" shall also include any person who was a Public Body Employee at any time during the term of this Agreement but, for any reason, is no longer employed, appointed, or elected in that capacity.
- 1.10. **Points of Contact** mean the individuals designated by Public Body and identified to County to act as primary and secondary contacts for communication and other purposes as described herein.

2. **COUNTY RESPONSIBILITIES.**

- 2.1. County, through its County Clerk Elections Division, will provide the Election Services described in Exhibit I which is attached and incorporated into this Agreement. County is not obligated or required to provide any additional services that are not specified in this Agreement.
- 2.2. County, through its Board of Election Commissioners and authorized representatives, shall take the necessary and appropriate actions to comply with Section 764d(8) of the Act in the appointment of election inspectors to a County absent voter counting board and all other provisions under the Act governing such board.

- 2.3. County may access, use, and disclose transaction information and any content to comply with the law such as a subpoena, court order or Freedom of Information Act request. County shall first refer all such requests for information to Public Body's Points of Contact for their response within the required time frame. County shall provide assistance for the response if requested by Public Body's Points of Contact, and if able to access the requested information. County shall not distribute Public Body's data to other entities for reasons other than when it is required by law.

3. PUBLIC BODY RESPONSIBILITIES.

- 3.1. Public Body shall comply with all terms and conditions in this Agreement, including Exhibit I to this Agreement, and the Act.
- 3.2. Public Body shall deliver the Agreement executed by its authorized representative(s) to County within the time-frame set forth in Section 764d(5) of the Act and, upon County's execution of the Agreement, the Agreement shall be deemed to be filed by Public Body with County in compliance with Section 764d(5) of the Act.
- 3.3. For each Election Service covered by an Exhibit to this Agreement, Public Body shall designate two representatives to act as a primary and secondary Points of Contact with County. The Points of Contact responsibilities shall include:
 - 3.3.1. Direct coordination and interaction with County staff.
 - 3.3.2. Communication with the general public when appropriate.
- 3.4. Public Body shall respond to and be responsible for Freedom of Information Act requests relating to Public Body's records, data, or other information.
- 3.5. Third-party product or service providers may require County to pass through to Public Body certain terms and conditions contained in license agreements, service agreements, acceptable use policies and similar terms of service or usage, in order to provide Election Services to Public Body. Public Body agrees to comply with these terms and conditions. Public Body must follow the termination provisions of this Agreement if it determines that it cannot comply with any of the terms and conditions.

4. DURATION OF INTERLOCAL AGREEMENT.

- 4.1. This Agreement and any amendments shall be effective when executed by both Parties with resolutions passed by the governing bodies of each Party or other written notice evidencing such Party's governing body's approval, except as otherwise specified below. The approval and terms of this Agreement and any amendments, except as specified below, shall be entered in the official minutes of the governing bodies of each Party. An executed copy of this Agreement and any amendments shall be filed by the County Clerk with the Secretary of State. If Public Body is a court, a signature from the Chief Judge of the court shall evidence approval by Public Body, providing a resolution and minutes do not apply. If Public Body is the State of Michigan, approval and signature shall be as provided by law.
- 4.2. Notwithstanding Section 4.1, the Chairperson of the Oakland County Board of Commissioners is authorized to sign amendments to the Agreement to add Exhibits that were previously approved by the Board of Commissioners. An amendment signed by the Board Chairperson under this Section must be sent to the Elections Division in the County Clerk's Office to be filed with the Agreement once it is signed by both Parties.
- 4.3. Unless extended by an amendment, this Agreement shall remain in effect until cancelled or terminated by any of the Parties pursuant to the terms of the Agreement.

5. PAYMENTS.

- 5.1. Election Services shall be provided to Public Body at the rates and for the charges specified in the Exhibits, if applicable.
- 5.2. If County is legally obligated for any reason, e.g. subpoena, court order, or Freedom of Information Request, to search for, identify, produce or testify regarding Public Body's records, data, or information that is stored by County relating to Election Services that Public Body receives under this Agreement, then Public Body shall reimburse County for all reasonable costs County incurs in searching for, identifying, producing or testifying regarding such records, data, or information. County may waive this requirement in its sole discretion.
- 5.3. County shall provide Public Body with an invoice/explanation of County's costs for Election Services provided herein and/or a statement describing any amounts owed to County. Public Body shall pay the full amount shown on any such invoice within sixty (60) calendar days after the date shown on any such invoice. Payment shall be sent along with a copy of the invoice to: Oakland County Treasurer – Cash Acctg, Bldg 12 E, 1200 N. Telegraph Road, Pontiac, MI 48341.
- 5.4. If Public Body, for any reason, fails to pay County any monies when and as due under this Agreement, Public Body agrees that unless expressly prohibited by law, County or the Oakland County Treasurer, at their sole option, shall be entitled to set off from any other Public Body funds that are in County's possession for any reason, including but not limited to, the Oakland County Delinquent Tax Revolving Fund ("DTRF"), if applicable. Any setoff or retention of funds by County shall be deemed a voluntary assignment of the amount by Public Body to County. Public Body waives any Claims against County or its Officials for any acts related specifically to County's offsetting or retaining of such amounts. This paragraph shall not limit Public Body's legal right to dispute whether the underlying amount retained by County was actually due and owing under this Agreement.
- 5.5. If County chooses not to exercise its right to setoff or if any setoff is insufficient to fully pay County any amounts due and owing County under this Agreement, County shall have the right to charge up to the then-maximum legal interest on any unpaid amount. Interest charges shall be in addition to any other amounts due to County under this Agreement. Interest charges shall be calculated using the daily unpaid balance method and accumulate until all outstanding amounts and accumulated interest are fully paid.
- 5.6. Nothing in this Section shall operate to limit County's right to pursue or exercise any other legal rights or remedies under this Agreement or at law against Public Body to secure payment of amounts due to County under this Agreement. The remedies in this Section shall be available to County on an ongoing and successive basis if Public Body becomes delinquent in its payment. Notwithstanding any other term and condition in this Agreement, if County pursues any legal action in any court to secure its payment under this Agreement, Public Body agrees to pay all costs and expenses, including attorney fees and court costs, incurred by County in the collection of any amount owed by Public Body.
- 5.7. Either Party's decision to terminate and/or cancel this Agreement, or any one or more of the individual Election Services identified herein, shall not relieve Public Body of any payment obligation for any Election Services rendered prior to the effective date of any termination or cancellation of this Agreement. The provisions of this Section shall survive the termination, cancellation, and/or expiration of this Agreement.

6. ASSURANCES.

- 6.1. **Responsibility for Claims.** Each Party shall be responsible for any Claims made against that Party by a third party, and for the acts of its employees arising under or related to this Agreement.
- 6.2. **Responsibility for Attorney Fees and Costs.** Except as provided for in Section 5.6, in any Claim that may arise from the performance of this Agreement, each Party shall seek its own legal representation and bear the costs associated with such representation, including judgments and attorney fees.
- 6.3. **No Indemnification.** Except as otherwise provided for in this Agreement, neither Party shall have any right under this Agreement or under any other legal principle to be indemnified or reimbursed by the other Party or any of its agents in connection with any Claim.
- 6.4. **Costs, Fines, and Fees for Noncompliance.** Public Body shall be solely responsible for all costs, fines and fees associated with any misuse of the Election Services and/or for noncompliance with this Agreement by Public Body Employees.
- 6.5. **Reservation of Rights.** This Agreement does not, and is not intended to, impair, divest, delegate or contravene any constitutional, statutory, and/or other legal right, privilege, power, obligation, duty, or immunity of the Parties. Nothing in this Agreement shall be construed as a waiver of governmental immunity for either Party.
- 6.6. **Authorization and Completion of Agreement.** The Parties have taken all actions and secured all approvals necessary to authorize and complete this Agreement. The persons signing this Agreement on behalf of each Party have legal authority to sign this Agreement and bind the Parties to the terms and conditions contained herein.
- 6.7. **Compliance with Laws.** Each Party shall comply with all federal, state, and local ordinances, regulations, administrative rules, and requirements applicable to its activities performed under this Agreement.

7. USE OF CONFIDENTIAL INFORMATION

- 7.1. The Parties shall not reproduce, provide, disclose, or give access to Confidential Information to County or to a Public Body Employee not having a legitimate need to know the Confidential Information, or to any third-party. County and Public Body Employees shall only use the Confidential Information for performance of this Agreement. Notwithstanding the foregoing, the Parties may disclose the Confidential Information if required by law, statute, or other legal process provided that the Party required to disclose the information: (i) provides prompt written notice of the impending disclosure to the other Party, (ii) provides reasonable assistance in opposing or limiting the disclosure, and (iii) makes only such disclosure as is compelled or required. This Agreement imposes no obligation upon the Parties with respect to any Confidential Information when it can be established by legally sufficient evidence that the Confidential Information: (i) was in possession of or was known by prior to its receipt from the other Party, without any obligation to maintain its confidentiality; or (ii) was obtained from a third party having the right to disclose it, without an obligation to keep such information confidential.
- 7.2. Within five (5) business days after receiving a written request from the other Party, or upon termination of this Agreement, the receiving Party shall return or destroy all of the disclosing Party's Confidential Information.

8. DISCLAIMER OF WARRANTIES.

- 8.1. THE ELECTION SERVICES, INCLUDING ANY GOODS, PARTS, SUPPLIES, EQUIPMENT, OR OTHER ITEMS THAT ARE PROVIDED TO PUBLIC BODY AS PART OF THE ELECTION SERVICES, ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS "WITH ALL FAULTS."
- 8.2. COUNTY EXPRESSLY DISCLAIMS ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON- INFRINGEMENT.
- 8.3. COUNTY MAKES NO WARRANTY THAT: (I) THE ELECTION SERVICES WILL MEET PUBLIC BODY'S REQUIREMENTS; OR (II) THE ELECTION SERVICES WILL BE UNINTERRUPTED, TIMELY, SECURE, OR ERROR-FREE.

9. **LIMITATION OF LIABILITY:**

- 9.1. IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER PARTY OR ANY OTHER PERSON, FOR ANY CONSEQUENTIAL, INCIDENTAL, INDIRECT, SPECIAL, AND/OR PUNITIVE DAMAGES ARISING OUT OF THIS AGREEMENT, REGARDLESS OF WHETHER THE OTHER PARTY HAS BEEN INFORMED OF THE POSSIBILITY OF SUCH DAMAGES.
- 9.2. NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED HEREIN AND TO THE EXTENT PERMITTED BY LAW, THE TOTAL LIABILITY OF COUNTY UNDER THIS AGREEMENT (WHETHER BY REASON OF BREACH OF CONTRACT, TORT, OR OTHERWISE) SHALL NOT EXCEED THE AMOUNT PAID BY PUBLIC BODY TO COUNTY WITH RESPECT TO THE PARTICULAR ELECTION SERVICE GIVING RISE TO SUCH LIABILITY.

10. **DISPUTE RESOLUTION.** All disputes relating to the execution, interpretation, performance, or nonperformance of this Agreement involving or affecting the Parties may first be submitted to County's Director of Elections and Public Body's Agreement Administrator for possible resolution. County's Clerk and Public Body's Agreement Administrator may promptly meet and confer in an effort to resolve such dispute. If they cannot resolve the dispute in five (5) business days, the dispute may be submitted to the signatories of this Agreement or their successors in office. The signatories of this Agreement may meet promptly and confer in an effort to resolve such dispute.

11. **TERMINATION OR CANCELLATION OF AGREEMENT.**

- 11.1. Either Party may terminate or cancel this entire Agreement or any one of the Election Services described in the attached Exhibit(s), upon eighty-four (84) days written notice, or such other notice period as otherwise required by the Act, to the clerk of the other Party if either Party decided, in its sole discretion, to terminate this Agreement or one of the Exhibit(s), for any reason including convenience. Each Party shall also comply with the requirements under the Act for filing the notice of termination, in which case, Public Body's timely delivery of a notice of termination to County shall be deemed to comply with its filing requirement.
- 11.2. Early termination fees may apply to Public Body if provided for in the Exhibit(s).
- 11.3. The effective date of termination and/or cancellation shall be clearly stated in the written notice. Either the County Executive or the Board of Commissioners is authorized to terminate this Agreement for County under this provision. A termination of one or more of the Exhibits which does not constitute a termination of the entire Agreement may be accepted on behalf of County by its County Clerk.

12. **SUSPENSION OF SERVICES.** County, through its County Clerk, may immediately suspend Election Services for any of the following reasons: (i) requests by law enforcement or other governmental agencies; (ii) engagement by Public Body in fraudulent or illegal activities relating to the Election Services provided herein; (iii) breach of the terms and conditions of this Agreement; or (iv) unexpected technical or security issues. The right to suspend Election Services is in addition to the right to terminate or cancel this Agreement according to the provisions in Section 11. County shall not incur any penalty, expense or liability if Election Services are suspended under this Section.
13. **DELEGATION OR ASSIGNMENT.** Neither Party shall delegate or assign any obligations or rights under this Agreement without the prior written consent of the other Party.
14. **NO EMPLOYEE-EMPLOYER RELATIONSHIP.** Nothing in this Agreement shall be construed as creating an employee-employer relationship between County and Public Body. At all times and for all purposes under this Agreement, the Parties' relationship to each other is that of an independent contractor. Each Party will be solely responsible for the acts of its own employees, agents, and servants during the term of this Agreement. No liability, right or benefits arising out of an employer/employee relationship, either express or implied, shall arise or accrue to either Party as a result of this Agreement.
15. **NO THIRD-PARTY BENEFICIARIES.** Except as provided for the benefit of the Parties, this Agreement does not and is not intended to create any obligation, duty, promise, contractual right or benefit, right to indemnification, right to subrogation, and/or any other right in favor of any other person or entity.
16. **NO IMPLIED WAIVER.** Absent a written waiver, no act, failure, or delay by a Party to pursue or enforce any rights or remedies under this Agreement shall constitute a waiver of those rights with regard to any existing or subsequent breach of this Agreement. No waiver of any term, condition, or provision of this Agreement, whether by conduct or otherwise, in one or more instances shall be deemed or construed as a continuing waiver of any term, condition, or provision of this Agreement. No waiver by either Party shall subsequently affect its right to require strict performance of this Agreement.
17. **SEVERABILITY.** If a court of competent jurisdiction finds a term or condition of this Agreement to be illegal or invalid, then the term or condition shall be deemed severed from this Agreement. All other terms, conditions, and provisions of this Agreement shall remain in full force.
18. **PRECEDENCE OF DOCUMENTS.** In the event of a conflict between the terms and conditions of any of the documents that comprise this Agreement, the terms in the Agreement shall prevail and take precedence over any allegedly conflicting terms and conditions in the Exhibits or other documents that comprise this Agreement.
19. **CAPTIONS.** The section and subsection numbers, captions, and any index to such sections and subsections contained in this Agreement are intended for the convenience of the reader and are not intended to have any substantive meaning. The numbers, captions, and indexes shall not be interpreted or be considered as part of this Agreement. Any use of the singular or plural, any reference to gender, and any use of the nominative, objective or possessive case in this Agreement shall be deemed the appropriate plurality, gender or possession as the context requires.
20. **FORCE MAJEURE.** Notwithstanding any other term or provision of this Agreement, neither Party shall be liable to the other for any failure of performance hereunder if such failure is due to any cause beyond the reasonable control of that Party and that Party cannot reasonably accommodate or mitigate the effects of any such cause. Such cause shall include, without limitation, acts of God, fire, explosion, vandalism, national emergencies, insurrections, riots, wars, strikes, lockouts, work

stoppages, other labor difficulties, or any law, order, regulation, direction, action, or request of the United States government or of any other government. Reasonable notice shall be given to the affected Party of any such event.

21. **NOTICES.** Except as otherwise provided in the Exhibits, notices given under this Agreement shall be in writing and shall be personally delivered, sent by express delivery service, certified mail, or first class U.S. mail postage prepaid, and addressed to the person listed below. Notice will be deemed given on the date when one of the following first occur: (i) the date of actual receipt; (ii) the next business day when notice is sent express delivery service or personal delivery; or (iii) three days after mailing first class or certified U.S. mail.

21.1. If Notice is sent to County, it shall be addressed and sent to: Oakland County Clerk, Election's Division, 1200 N. Telegraph Road, Bldg. 16 East, Pontiac, MI 48341, and the Chairperson of the Oakland County Board of Commissioners, 1200 North Telegraph Road, Pontiac, Michigan 48341.

21.2. If Notice is sent to Public Body, it shall be addressed to: [Office of the City Clerk, Attention: Interim City Clerk, 47450 Woodward, Pontiac, MI 48342].

21.3. Either Party may change the individual to whom Notice is sent and/or the mailing address by notifying the other Party in writing of the change.

22. **GOVERNING LAW/CONSENT TO JURISDICTION AND VENUE.** This Agreement shall be governed, interpreted, and enforced by the laws of the State of Michigan. 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 6th 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.

23. **SURVIVAL OF TERMS.** The following terms and conditions shall survive and continue in full force beyond the termination, cancellation, or expiration of this Agreement (or any part thereof) until the terms and conditions are fully satisfied or expire by their nature: Definitions (Section 1); Assurances (Section 6); Payments (Section 5); Use of Confidential Information (Section 7); Disclaimer of Warranties (Section 8); Limitation of Liability (Section 9); Dispute Resolution (Section 10); No Employee-Employer Relationship (Section 14); No Third-Party Beneficiaries (Section 15); No Implied Waiver (Section 16); Severability (Section 17); Precedence of Documents (Section 18); Force Majeure (Section 20); Governing Law/Consent to Jurisdiction and Venue (Section 22); Survival of Terms (Section 23); Entire Agreement (Section 24).

24. **ENTIRE AGREEMENT.**

24.1. This Agreement represents the entire agreement and understanding between the Parties regarding the specific Election Services described in the attached Exhibit(s). With regard to those Election Services, this Agreement supersedes all other oral or written agreements between the Parties.

24.2. 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.

IN WITNESS WHEREOF, [Deirdre Waterman, Mayor] hereby acknowledges that he/she has been authorized by a resolution of the [City of Pontiac], a certified copy of which is attached, to execute this Agreement on behalf of Public Body and hereby accepts and binds Public Body to the terms and conditions of this Agreement.

EXECUTED: Deirdre Waterman
[Deirdre Waterman, Mayor, City of Pontiac]

DATE: 7/7/20

WITNESSED: [Signature]
[Garland S. Doyle, Interim City Clerk]

DATE: 7/7/20

AGREEMENT ADMINISTRATOR: [Signature]
(IF APPLICABLE) Joyan Williams
Elections Administrator

DATE: 7/7/20

IN WITNESS WHEREOF, David T. Woodward, Chairperson, Oakland County Board of Commissioners, hereby acknowledges that he has been authorized by a resolution of the Oakland County Board of Commissioners, a certified copy of which is attached, to execute this Agreement on behalf of Oakland County, and hereby accepts and binds Oakland County to the terms and conditions of this Agreement.

EXECUTED: _____
David T. Woodward, Chairperson
Oakland County Board of Commissioners

DATE: _____

WITNESSED: _____
[insert name, title]

DATE: _____

IN WITNESS WHEREOF, Lisa Brown, in her official capacity as the Oakland County Clerk, a Michigan Constitutional Office, hereby concurs and accepts the terms and conditions of this Agreement.

EXECUTED: _____
Lisa Brown, Clerk/Register of Deeds,
County of Oakland

DATE: _____

WITNESSED: _____

DATE: _____

EXHIBIT I

ABSENT VOTER BALLOT COUNTING SERVICES

1. COUNTY RESPONSIBILITIES.

- 1.1. County, through its Board of Election Commissioners, shall, subject to Public Body's performance of its duties and obligations under this Agreement and the Act, render absent voter ballot counting services in compliance with the Act for absent voter ballots received by the clerk for Public Body prior to 4:00 p.m. on the day before an election. For clarification, County is not providing Election Services for absent voter ballots received by the clerk for Public Body after 4:00 p.m. on the day before an election; pursuant to Section 764d(10) of the Act, Public Body must deliver such ballots to the voting precinct of the elector on election day to be processed and counted.
- 1.2. Unless otherwise agreed upon in writing by the Parties, County shall cause absent voter ballots, including, the ballot return envelopes, secrecy sleeves, and ballots (collectively the "Ballots"), received by the clerk for Public Body prior to 4:00 p.m. on the day before an election to be picked up from the clerk by 6:00 p.m. that day by an authorized representative of County.
- 1.3. Upon completing the process for counting the ballots, County shall place the ballots in ballot containers either provided by Public Body that comply with the requirements described below or provided by County, as determined in County's sole discretion, and seal the ballot containers in compliance with all applicable laws. County shall notify Public Body of its decision to require Public Body to provide ballot containers or to provide ballot containers at least sixty (60) days prior to each election for which County is providing Election Services to Public Body under this Agreement.
- 1.4. County shall retain the sealed ballot containers containing the Ballots for thirty (30) days after the day of the election for which the Ballots were submitted. County shall make arrangements with Public Body for an authorized representative(s) of Public Body to, after the expiration of the thirty (30) day period, pick-up from County the Ballots, mail trails, ballot envelopes, ballot boxes provided by Public Body, qualified voter list, and any other items related to the Ballots transferred by Public Body to County.

2. PUBLIC BODY RESPONSIBILITIES.

- 2.1. Public Body shall perform its duties and obligations under this Agreement and the Act and take any other action necessary or appropriate to assist, and cooperate with, County in rendering the absent voter ballot counting services under this Agreement.
- 2.2. Public Body shall, by 4:30 on the day before an election, have available for transfer to County immediately upon arrival of County's representative, the Ballots received by the clerk for Public Body prior to 4:00 p.m. on that day properly organized in mailing trays, ballot containers, unless provided by County pursuant to this Agreement, in good condition and compliant with the required and appropriate sealing procedures, and a reconciled voter list from the qualified voter file that matches the number of Ballots being transferred to County.
- 2.3. Public Body shall, during any period County is actively rendering Election Services, provide to County access to Public Body's electronic qualified voter file for the sole purpose of County reconciling such list with the number of Ballot envelopes received by County and to make any necessary corrections to the list to reflect the number of Ballot envelopes received.

Resolution of the Pontiac City Council

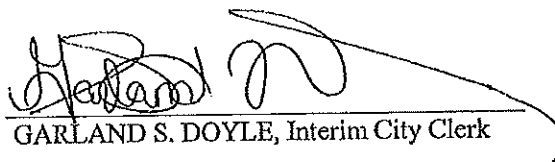


20-314 **Resolution to approve the agreement for absent voter ballot counting services between Oakland County and the City of Pontiac. The County will perform the service at no charge to the City. Move by Councilperson Waterman and second by Councilperson Taylor-Burks.**

Whereas, recent legislation has been approved to allow counties to perform the absent voter ballot counting services for municipalities; and
Whereas, the City of Pontiac is entering into an agreement with Oakland County for election services; and
Whereas, the County will perform the service at no charge to the City of Pontiac.
Now, therefore, Be It resolved, that the City Council for the City of Pontiac authorizes the Mayor to sign the agreement for election services between Oakland County and the City of Pontiac.

Ayes: Waterman, Williams, Carter, Miller, Pietila, Shramski and Taylor-Burks
No: None
Resolution Passed.

I, Garland S. Doyle, Interim City Clerk of the City of Pontiac, hereby certify that the above Resolution is a true and accurate copy of the Resolution passed by the City Council of the City of Pontiac on June 23, 2020.


GARLAND S. DOYLE, Interim City Clerk

Dated: June 30, 2020



Pontiac Election Commission

Commission Members

Garland S. Doyle, M.P.A., Interim City Clerk

Anthony Chubb, Esq., City Attorney

Sekar Bawa, City Treasurer

Jo Lynn Williams, Elections Administrator

47450 Woodward Avenue

Pontiac, Michigan 48342

Phone (248) 758-3200

Fax (248) 758-3160

TO: Pontiac Election Commission

FROM: Jo Lynn Williams, Elections Administrator

RE: Selection of Alonzo Cash to work with the County AV Board

DATE: June 28, 2021

Question 1: What is the rate of pay for the inspector working with the county?

Answer 1: The rate of pay will be \$225 in total, including training.

Question 2: What are the responsibilities/duties of the inspector working with the county?

Answer 2: As far as duties are concerned, they are going to assist with the tabulation of ballots for the Primary Election for the County ran AV board as per the agreement entered into between Oakland County and the City of Pontiac, which is attached.

Question 3: What was the selection process?

Answer 3: I selected Alonzo Cash because he was one of the individuals who previously worked with the County during the last two elections and he expressed to me that he would like to continue to count AVs at the County in the future.

VII.
APPROVE
PRECINCT
INSPECTORS

Precinct	Position	Last Name	First Name
1	Chair	Tiggs	Sonya
1	Co-chair	Machado-Wright	Maria
1	Inspector	Cohen	Tina
1	Inspector	Ivey	LaTina
1	Inspector	Washington	Patrick
2	Chair	Reece	LaShunda
2	Co-chair	Reece	Janiqua
2	Inspector	Shelvy	Demetri
2	Inspector	Woods	Earsia
2	Inspector	Washington	Ronald
2	Inspector	Ellsworth	Delores
3	Location Manager	Cosby	Kelly
3	Chair	Lewis	Latina
3	Co-chair	Gordon	Carolyn
3	Inspector	Blacknall	Rodney
3	Inspector	Vargos	Carmen
3	Inspector/SDM	Fultz	Kuwan
4	Chair	Hardie	LaKeshia
4	Co-chair	Hardie	Kimari
4	Inspector	Simmons	John
4	Inspector	Davies	Barbara
4	Inspector	Coleman	Loretta
4	Inspector	Briggs	Jacqueline
5	Chair	Dooley	Jennifer
5	Co-chair	Franklin	Ruperta
5	Inspector	Williams	Vicki
5	Inspector	Thomas	Jerrydine
5	Inspector	Edison	Callie
5	Location Manager	Dillion	Sharon
6	Chair	Bates	Valerie
6	Co-chair	Watts	Luis
6	Inspector	Green	Levon
6	Inspector	Womble	Robert
6	Inspector	Torres-Harper	Mirtha
6	Inspector	Coleman	Mavis
7	Chair	Green	Julia
7	Co-chair	Neal	Mark
7	Inspector	Manzoor	Iman
7	Inspector	Latimer	Lesia
7	Inspector	McClenon	Eunice
7	Inspector	McAdo	John
8	Chair	Rose	Arthur
8	Co-chair	Baylor-Boothe	DaQuetta
8	Inspector	Morway	Cheryl
8	Inspector/SDM	Blout	Cameron
8	Inspector	Higginbotham	Andrea

9	Chair	Wright	Charita
9	Co-chair	Dempsey	Debie
9	Inspector	Dowell	Fern
9	Inspector	Wright	Jordin
9	Inspector	Lopez	Stephany
10	Chair	Talibah	Suhailah
10	Co-chair	Bailey	Leslie
10	Inspector	English	Lula
10	Inspector	Crawford	Karmaleeda
10	Inspector	Fleming	Jennifer
10	Inspector	Boyes	Christine
11	Location Manager	Castro	Mary
11	Chair	Castro	Benansio
11	Co-chair	Castro	Irene
11	Inspector	Bullock	Zelma
11	Inspector	Gordan	John
11	Inspector	Ramos-Ortiz	Neftali
11	Inspector	Lafferty	John
11	Inspector/SDM	McQuade	Peggy
12	Inspector	Stanfield	Valentina
12	Inspector	Pugh	Johnetta
12	Inspector	Carthane	Kim
12	SDM	Elam	Jamia
13	Chair	Miller	Elaine
13	Co-chair	Cobos	Ana
13	Inspector	Fed	Sandra
13	Inspector	LeDuff	Octave
14	Chair	Donalson	Christine
14	Co-chair	Robbins	David
14	Inspector	Nuccio	Beth
14	Inspector	Johnson	Irma
14	Inspector	Williams	Avana
14	Inspector	Lewis	Nancy
15	Chair	Hodges	Beverly
15	Co-chair	Hodges	Lyketta
15	SDM	Fletcher	Antijuan
15	Inspector	Smith	Gwendolyn
15	Inspector	Meas	Savannah
16	Chair	Foster	Shani
16	Co-chair	Sharpton	Canovia
16	Inspector	Lucas	Earl
16	Inspector	Kapanka	Susan
16	Inspector	Peals	Calvanita
17	Chair	Barnes	Tempest
17	Co-chair	Anantharaman	Krishnan
17	Inspector	Carson	Pauletta
17	Inspector	Allen	Chris

17	Inspector	Hauser	Carrie
18	Chair	Hamilton	ViLisa
18	Co-chair	Mohan	Briana
18	Inspector	Johnson	John
18	Inspector	Moody	Debra
18	Inspector	Clark	Quanicia
18	SDM	Elam	Jordyn
19	Chair	Bradferd	Cassandra
19	Inspector	Smith	Zenora
19	Inspector	Johnson	Z'areyah
19	Inspector	Nicholas	Regina
19	Sanitizer	Nauss	Harrison
19	Co-chair/SDM	Jones	Vanessa
19	Inspector/SDM	Brown	Deandre
19	Inspector / SDM	Fultz	Kwanzell
20	Chair	Newman	Malkia
20	Co-chair	Newman	Debrae
20	Inspector	Thomas	Joyce
20	Inspector	Kirkland	Andrew
21	Chair	Washington	Jennifer
21	Co-chair	Washington	JaiLynn
21	Inspector	Walker	Gayle
21	Inspector	Cabbil	Sheryl
21	Inspector	McCathern	Charmeen
21	Inspector	Hawkins	Jozette