

AGREEMENT FOR ELECTION PUBLISHING SERVICES

This Agreement is made as of January 1, 2026, by the City/Township Clerk, a Michigan municipal corporation, _____ (“the City/Township Clerk”) and the County of Ottawa, a Michigan municipal corporation, 12220 Fillmore St., West Olive, MI 49460 (“Ottawa County”), with reference to the following facts and circumstances:

- A. City/Township Clerk, pursuant to Michigan Compiled Laws (MCL 168.498, MCL 168.653(a) & MCL 168.798) is required to provide public notice by publication in a newspaper of general circulation, three separate election related notices (Registration, Election and Public Accuracy Test).
- B. City/Township Clerk, pursuant to Michigan Compiled Laws (MCL 168.498(3) & MCL 168.653(a)(2)), may enter into an agreement with the County Clerk to jointly publish the notices required.
- C. The City/Township Clerk has requested that the Ottawa County Clerk provide assistance in publishing three notices for each election (as described and defined in this Agreement) and has agreed to reimburse Ottawa County for these services as provided in this Agreement.
- D. Pursuant to the Urban Cooperation Act, MCL 124.501 et seq, Ottawa County is willing to assist the City/Township Clerk by providing the requested election publishing services under the terms and conditions of this Agreement.

NOW, THEREFORE in consideration of the mutual promises and representations, set forth in this Agreement, and for other good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, the City/Township Clerk and Ottawa County agree as follows:

- 1. **General Agreement:** Ottawa County, through the Ottawa County Clerk/Register’s Office (“County Clerk”) agrees to publish three (3) notices for each election, for those cities and townships that enter into an Agreement for Election Publishing Services with Ottawa County. The publishing will be administered by the County Clerk, utilizing a newspaper of general circulation within each jurisdiction in accordance with Michigan law. The County Clerk will organize, design, approve, and monitor the publishing requirements, in consultation with, the City/Township Clerk. Ottawa County agrees to perform the following services through its employees, and to provide the materials set forth herein:
 - A. **Scope of Service:** The County Clerk, through its employees, agrees to administer and publish during every election, according to the laws of the State of Michigan, a Registration, Election and Public Accuracy Test Notice in a newspaper of general circulation in the cities and townships listed in the notice, for the City/Township Clerk and the other City/Township Clerks within

Ottawa County which are parties to this Agreement, starting January 1, 2026, and concluding its services December 31, 2028.

- B. **The City/Township Clerks in the following jurisdictions may enter such Election Publishing Services Agreement with Ottawa County are:** Allendale Charter Township; Blendon Township; Chester Township; City of Coopersville; Crockery Township; City of Ferrysburg; City of Grand Haven; Grand Haven Charter Township; Georgetown Charter Township, Holland Charter Township; City of Holland (including those parts of the City of Holland within Allegan County); City of Hudsonville; Jamestown Charter Township; Olive Township; Park Township; Polkton Charter Township; Port Sheldon Township; Robinson Township; Spring Lake Township; Tallmadge Charter Township; Wright Township; Zeeland Charter Township; City of Zeeland; Ottawa County.
- C. **Provide Proofs of Publication to City/Township Clerk:** The County Clerk will be responsible for providing a proof of publication to the City/Township Clerk for review and approval. The County Clerk shall provide the City/Township Clerk with an initial review period of no less than three (3) days, and may as specified in the transmittal, allow additional review time when feasible. Following receipt of approval, or deemed approval as provided herein, from the City/Township Clerk, The County Clerk will publish the notice utilizing a newspaper of general circulation within each jurisdiction in accordance with Michigan Law.
- D. **Public Notice for Receiving Registrations:** The County Clerk will be responsible for publishing notice, no later than thirty (30) days before the applicable election, specifying the location and the hours of operation of the City/Township Clerk's Office, for the purpose of receiving registrations before an election. The notice must include the offices to be filled that will appear on the ballot and a brief caption or description of any ballot proposals that will appear on the ballot, and where an elector can obtain the full text of the ballot proposal.
- E. **Public Notice of Election:** The County Clerk will be responsible for publishing notice, no later than seven (7) days before the election, specifying the location and the time at which the election is to be held, the offices to be filled, and the proposals to be submitted to the voters. The notice must include a caption or brief description of the proposal or proposals along with the location where an elector can obtain the full text of the proposal or proposals. If certain offices or proposals are to be voted on in less than all of the precincts, the notice shall specify the townships or cities that shall vote on only those offices or proposals.
- F. **Public Notice of Public Accuracy Testing:** The County Clerk will be responsible for publishing notice, no later than forty-eight (48) hours before

the testing of electronic tabulating equipment, specifying the location and the time at which the test will be held.

- G. **Process for Withdrawing from Agreement:** Ottawa County or the City/Township Clerk may withdraw from this Agreement by providing at least thirty (30) days' written notice to the other. Any City/Township Clerk withdrawing from the Agreement must send written notice of its withdrawal to the following parties: the County Clerk, Corporate Counsel of Ottawa County at 12220 Fillmore Street Room 130, West Olive, MI 49464, and any other participating City/Township Clerk that has entered an existing Agreement for Election Publishing Services with Ottawa County. If Ottawa County withdraws from this Agreement, written notice of its withdrawal shall be sent to the City/Township Clerk and all other participating City/Township Clerks that have entered an existing Agreement for Election Publishing Services with Ottawa County. The City/Township Clerk and Ottawa County agree that they may not withdraw from this Agreement during the period beginning sixty (60) days before an Election.

Upon receiving written notice of withdrawal, and if the thirty (30) day notice described above has been met, the County Clerk will send the City/Township Clerk an approval letter acknowledging the withdrawal, with simultaneous copies to all other parties to the Agreement. The Agreement will expire thirty (30) days from the date of delivery of the notice of withdrawal if all deadlines are satisfied. If the withdrawal falls within the sixty (60) days before an Election, the County Clerk will send the City/Township Clerk a letter rejecting the termination of the Agreement; the City/Township Clerk then will continue to perform all responsibilities as outlined in this Agreement.

2. **Responsibilities of the City/Township Clerk:** The City/Township Clerk agrees to perform the following services through its employees, and to provide the materials set forth herein:

- A. **Review and Approval of Publication:** The City/Township Clerk is responsible for reviewing, proofreading, and approving all publications prior to release. The City/Township Clerk's review shall include, but not be limited to, accuracy, completeness, formatting, and compliance with applicable laws, policies and standards.

The City/Township Clerk shall provide written approval or requested revisions within the established initial review period, as defined by the timeframe communicated by the County Clerk at the time the proof of publication is transmitted. If no written response is received within that period, the notice shall be deemed approved. No publication shall be finalized or published until written approval is received or approval is deemed granted pursuant to this section.

- B. **Payment:** The City/Township Clerk is responsible for paying its portion of Ottawa County's actual expenses for the services provided. Ottawa County will bill the City/Township Clerk after each election, and the City/Township Clerk will pay Ottawa County within thirty (30) days following its receipt of the invoice.
- C. **Other Notices:** In the event that notice is required outside of publication in a newspaper, the City/Township Clerk shall be responsible for posting all written or printed notices.
3. **Independent Contractor:** At all times and for all purposes under this Agreement, the relationship of Ottawa County and the City/Township Clerk shall be that of independent contractors. All employees of Ottawa County who perform services under this Agreement shall be and remain employees of Ottawa County. They shall be subject to the discipline, supervision, direction, policies, and control of Ottawa County and the County Clerk. All employees or agents of the City/Township Clerk who perform services under this Agreement shall be and remain employees or agents of the City/Township Clerk, subject to the discipline, supervision, direction, policies and control of the City/Township Clerk.
4. **Indemnification and Hold Harmless:** Each party to this Agreement shall defend, indemnify and hold the other parties, and their officers, employees, agents, and assigns, harmless from claims and any liability which arise out of and/or are the result of an alleged error, mistake, negligence, or intentional act or omission of the indemnifying party, its officers, employees, agents, and assigns.
5. **Insurance:** The City/Township Clerk will include Ottawa County, the Ottawa County and its officers, employees, agents, and assigns as additional named insureds on a policy of liability insurance. The required insurance policy shall have commercial general liability policy limits of not less than \$1,000,000. Ottawa County will include the City/Township Clerk and its officers, employees, agents, and assigns as additional named insureds on a policy of liability insurance or in its Memorandum of Coverage from the Ottawa County, Michigan Insurance Authority. The required insurance policy or coverage will have commercial general liability policy limits of not less than \$1,000,000. Written proof of the existence of such insurances will be supplied by the City/Township Clerk and Ottawa County to each other as of effective date of this Agreement, and at such times during the term thereafter, as Ottawa County or the City/Township Clerk may reasonably require per this agreement.
6. **Term of Agreement:** The effective date of this Agreement shall be January 1, 2026. This Agreement shall continue in effect from the effective date through December 31, 2028. This Agreement may be renewed thereafter for three (3) additional 4-year renewals, by mutual written agreement of the parties, entered into no later than December 31 of the previous year.

7. **Miscellaneous:**

- A. **Section Headings.** The headings of the several sections shall be solely for convenience of reference and shall not affect the meaning, construction or effect of the language in those sections.
- B. **Severability.** If any one (1) or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, then such provision or provisions shall be deemed severable from the remaining provisions of this Agreement. Any such invalidity, illegality, or unenforceability shall not affect any other provision of this Agreement, which shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.
- C. **Entire Agreement and Amendment.** In conjunction with matters covered by this Agreement, the Agreement contains the entire understanding and agreement of the parties. There have been no promises, representations, agreements, warranties, or undertakings by any of the parties, either oral or written, of any character or nature hereafter binding except as set forth in this Agreement. The parties acknowledge that terms within this Agreement may be altered, amended or modified as a result of impending legislation, but only by an instrument in writing, executed by the parties to this Agreement. Each party to this Agreement waives its future right to claim or assert that this Agreement has been modified, canceled, superseded, or changed by any oral agreement, course of conduct, waiver, or estoppel.
- D. **Successors and Assigns.** All representations, covenants, and warranties set forth in the Agreement, by or on behalf of or for the benefit of any or all of the parties hereto, shall be binding upon and inure to the benefit of any or all such parties, and their successors and assigns.
- E. **Terms and Conditions.** The terms and conditions used in this Agreement shall be given their common and ordinary definition and will not be construed against any party considered to be the drafter of this Agreement.
- F. **Execution of Counterparts.** This Agreement may be executed in any number of counterparts; all such counterparts shall for all purposes be deemed to be an original. All such counterparts, or as many of them as the parties shall preserve undestroyed, shall together constitute one (1) and the same instrument.
- G. **Individuality of Contractual Relationship.** Although multiple local units may enter into this agreement with the Ottawa County, each particular contract shall be individual between the County and the particular local unit that approves and executes it. Stated differently, this Agreement creates no contractual obligations among the local units executing it and each agreement stands on its own relative to the County.

In witness whereof the parties have executed this Agreement as of the indicated date (s).

City/Township Clerk:

By: _____

Its: _____

Dated: _____

COUNTY OF OTTAWA:

By: _____

Josh Brugger, Chairperson

Its: Board of Commissioners

By: _____

Justin F. Roebuck

Its: County Clerk/Register of Deeds

Dated: _____