

FIRST CONTRACT AMENDMENT
ELECTION EQUIPMENT AGREEMENT
OTTAWA COUNTY, MICHIGAN

This Amendment (hereinafter "Amendment") pertains to the **Election Equipment Agreement** executed in June of 2018 (hereinafter "Original Agreement") between the City of _____/_____ Township and Ottawa County. This Amendment and the Original Agreement collectively constitute the "Agreement" by and between the City of _____/_____ Township located at _____ (referred to as the "Local Jurisdiction"), and the County of Ottawa, located at 12220 Fillmore St., West Olive, MI 49460 (referred to as the "County").

WHEREAS, the County and Local Jurisdiction are parties to an Original Agreement, where the County purchased election equipment and assigned equipment devices to the Local Jurisdiction and the Local Jurisdiction bound itself to the County for certain County obligations stated in the Original Agreement.

WHEREAS, the parties to this Amendment now desire to make certain amendments to the Original Agreement under the following terms and conditions limited to those specified below.

NOW, THEREFORE, in consideration of the mutual provisions, covenants and undertakings set forth in this Amendment and in the Original Agreement, and other good and valuable consideration, which is hereby acknowledged, the parties to this Amendment agree as follows:

1. Amend Exhibit A referenced in the Original Agreement to incorporate the additional pieces of equipment that have been purchased and to exclude the equipment returned to the County since 2017.

2. Modify the language in II.6 of the Original Agreement to state:

The County retains full ownership of all equipment purchased as part of the 2017 Purchase Agreement, and any subsequent purchases, even if assigned to the Local Jurisdictions.

3. Modify the language in II.7 of Original Agreement to state:

The County retains full responsibility for insuring all equipment purchased as part of the 2017 Purchase Agreement, and any subsequent purchases, even if assigned to the Local Jurisdictions.

4. Add the following language to II.10 of the Original Agreement to state (the original language in II.10 shall remain):

Pursuant to the Agreement for Early Voting Administrative Services, Ottawa County and the Local Jurisdictions agreed to pay annually starting in year 1 of the Agreement for Early Voting Administrative Services. These devices were purchased outside of the 2017 Purchase Agreement, and do not have contract pricing for annual maintenance. The Local Jurisdiction will be refunded the maintenance fees that it paid into the Agreement for Early Voting Administrative Services. Maintenance on these machines will be negotiated with the new State/Vendor contract that will begin in 2027.

All maintenance costs for all machines purchased in the 2017 Purchase Agreement, and any subsequent purchases after 2026, will be negotiated by the County and Local Jurisdiction when the new State/Vendor contracts are put into effect.

5. Amend Figure 1 referenced in II.10 of the Original Agreement to incorporate the additional pieces of equipment that have been purchased in 2020 and 2022, following the initial equipment purchase in 2017. The amended Figure 1 is set forth as Exhibit B to this Amendment.
6. Amend Figure 2 referenced in II.10 of the Original Agreement to incorporate the additional pieces of equipment that have been purchased in 2020 and 2022, following the initial equipment purchase in 2017. The amended Figure 2 is set forth as Exhibit C to this Amendment.
7. Add the following language to II.12 of the Original Agreement to state (the original language of II.12 shall remain):

For any equipment transferred to the Local Jurisdiction as set forth in the amended Figure 1, the Local Jurisdiction agrees to pay its portion of the maintenance agreement for the aforementioned equipment.

8. Add the following language as II.13 (c) of the Original Agreement; the existing subsections (c), (d), and (e) shall be subsections (d), (e), and (f), respectively:

(c) Any Verity Scan, Verity Touch Writer or Verity Print on Demand devices purchased and intended to be used for Early Voting purposes, shall be paid for with 50% of the cost being paid by the Local Jurisdiction, and 50% of the cost being paid for by the County. Any proceeds from the sale of such devices, if such a sale is permissible pursuant to all state contracts, grant agreements and/or state or federal law, shall be equally divided between the Local Jurisdiction and the County.

9. Add the following language as II.15 of the Original Agreement; the existing II.15, II.16, and II.17 shall be II.16, II.17, and II.18, respectively:

15. If the Local Jurisdiction no longer requires the use of assigned equipment, the Local Jurisdiction may return the equipment to the County.

(a) The Local Jurisdiction transfers all responsibilities under the 2017 Purchase Agreement pursuant to use, operation, storage, and maintenance of election equipment back to the County.

(b) The Local Jurisdiction shall be responsible for the safe and secure delivery of the equipment and all peripheral materials of the Verity Scan, Verity Touch Writer, or Verity Print on Demand to the County.

(c) The effective date of delivery of the equipment, as determined by the chain of custody form (Exhibit D), will terminate the Local Jurisdiction's maintenance agreement for that device. The Local Jurisdiction agrees to pay its portion of the maintenance agreement at a prorated monthly rate up to the date of return, and the County agrees to pay all maintenance for the aforementioned equipment following this date. All funds currently received by the County would remain with the County and no refunds for maintenance will be issued

10. Add the following language as III. Miscellaneous to the Original Agreement:

1. **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.
2. **Severability.** If any one 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.
3. **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.
4. **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.

11. This Amendment contains all revised terms and conditions agreed upon by the parties. All terms and conditions in the Original Agreement that are not inconsistent with the provisions of this Amendment shall remain in full force and effect. This Amendment and Original Agreement contain the complete expression of the parties' agreement and all understandings, oral and written, are merged into this contractual relationship between the parties, consisting of the Original Agreement as revised by this Amendment.

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OTTAWA COUNTY, MICHIGAN

IN WITNESS WHEREOF, this Amendment is executed effective on the latest date set forth below:

COUNTY OF OTTAWA

By: _____
John Teeples, Chairperson
Board of Commissioners
Date _____

By: _____
Justin F. Roebuck,
County Clerk/Register
Date _____

The undersigned certifies, under penalty of perjury, that I have the legal authorization to bind the firm hereunder:

GOVERNING BODY OF LOCAL JURISDICTION

By: _____
Signature
Date _____

Printed Name

Title

ATTEST: LOCAL CLERK

By: _____
Signature
Date _____

Printed Name

EXHIBIT A

EXHIBIT A

Exhibit B - Annual Maintenance Cost by Jurisdiction (Full Price)

Column 1	Column 2	Column 3	Column 4	Column 5	Column 6	Column 7	Column 8	Column 9
Jurisdiction	Sum of Maintenance Cost (S) 2017 Purchase	Sum of Maintenance Cost (TW) 2017 Purchase	Sum of Maintenance Cost (S) 2020 Purchase	Sum of Maintenance Cost (TW) 2022 Purchase	Sum of Local Maintenance Cost (original)	Sum of County Maintenance (original)	Sum of Local Maintenance 20-22 Purchase	Sum of County Maintenance 20-22 Purchase
Allendale	\$2,544.00	\$1,140.00	\$1,692.00	\$0.00	\$1,842.00	\$1,842.00	\$536.00	\$1,056.00
Blendon	\$1,696.00	\$760.00	\$564.00	\$0.00	\$1,228.00	\$1,228.00	\$212.00	\$352.00
Chester	\$424.00	\$380.00	\$0.00	\$0.00	\$402.00	\$402.00	\$0.00	\$0.00
City of Coopersville	\$424.00	\$380.00	\$564.00	\$0.00	\$0.00	\$402.00	\$212.00	\$352.00
City of Friesland	\$548.00	\$380.00	\$0.00	\$0.00	\$514.00	\$514.00	\$0.00	\$0.00
City of Grand Haven	\$2,120.00	\$1,520.00	\$564.00	\$0.00	\$1,820.00	\$1,820.00	\$212.00	\$352.00
City of Holland	\$8,056.00	\$2,660.00	\$0.00	\$0.00	\$5,356.00	\$5,356.00	\$0.00	\$0.00
City of Hudsonville	\$1,696.00	\$1,140.00	\$564.00	\$0.00	\$1,418.00	\$1,418.00	\$212.00	\$352.00
City of Zeeland	\$2,120.00	\$1,140.00	\$0.00	\$0.00	\$1,630.00	\$1,630.00	\$0.00	\$0.00
Crocker Township	\$848.00	\$760.00	\$564.00	\$0.00	\$804.00	\$804.00	\$212.00	\$352.00
Georgetown	\$9,752.00	\$6,460.00	\$1,128.00	\$0.00	\$8,106.00	\$8,106.00	\$424.00	\$704.00
Grand Haven Township	\$3,816.00	\$1,900.00	\$1,128.00	\$0.00	\$2,858.00	\$2,858.00	\$424.00	\$704.00
Holland Township	\$6,784.00	\$4,180.00	\$1,128.00	\$0.00	\$5,482.00	\$5,482.00	\$424.00	\$704.00
Jamestown	\$1,696.00	\$1,520.00	\$1,128.00	\$0.00	\$1,608.00	\$1,608.00	\$424.00	\$704.00
Olive	\$848.00	\$380.00	\$564.00	\$0.00	\$614.00	\$614.00	\$212.00	\$352.00
Park	\$4,664.00	\$1,900.00	\$0.00	\$0.00	\$3,282.00	\$3,282.00	\$0.00	\$0.00
Polkton	\$424.00	\$380.00	\$0.00	\$0.00	\$402.00	\$402.00	\$0.00	\$0.00
Port Sheldon	\$1,272.00	\$760.00	\$0.00	\$0.00	\$1,016.00	\$1,016.00	\$0.00	\$0.00
Robinson	\$1,696.00	\$380.00	\$0.00	\$0.00	\$1,038.00	\$1,038.00	\$0.00	\$0.00
Spring Lake	\$3,392.00	\$2,280.00	\$1,592.00	\$0.00	\$2,836.00	\$2,836.00	\$536.00	\$1,056.00
Tellmide	\$1,696.00	\$760.00	\$564.00	\$515.00	\$1,228.00	\$1,228.00	\$402.00	\$577.00
Wright Township	\$848.00	\$380.00	\$0.00	\$0.00	\$614.00	\$614.00	\$212.00	\$352.00
Zeeland Township	\$2,120.00	\$1,520.00	\$564.00	\$0.00	\$1,820.00	\$1,820.00	\$212.00	\$352.00
Grand Total	\$58,784.00	\$33,060.00	\$12,008.00	\$515.00	\$46,422.00	\$46,422.00	\$4,854.00	\$8,068.00

Exhibit B - replacing Figure 1 - This chart shows the annual maintenance cost for all election equipment. Per the State's contract with Hart, the State is responsible for paying these maintenance fees from 2017 through 2021, inclusive. Beginning in 2022, the County and Local Jurisdictions will be responsible for paying these annual costs. The 2017 Purchase Agreement last through 2026. Figure 2 outlines the full maintenance cost per the 2017 Purchase Agreement, as well as an annual schedule of payments owed by the Local Jurisdiction. After the contract period (years 2027 and beyond), the maintenance costs will revert to the cost schedule listed here in Figure 1 for the remaining life of the equipment as outlined in the 2017 Purchase Agreement. (Note: This chart does not include County-owned equipment or maintenance obligations.) In 2020 and 2022 additional equipment was purchased, the State is responsible for paying these maintenance fees from 2020 through 2024 and 2022-2026, inclusive. Beginning in 2025 and 2027, the County and Local Jurisdictions will be responsible for paying these annual costs. After the contract period (years 2027 and beyond), the

continuation of maintenance costs for these machines will be determined in a new contract.

Exhibit C - Annual Maintenance Cost to be Billed to Local Jurisdictions

Total maintenance costs for originally purchased equipment owed over the life of the contract, divided by remaining 9 years of the contract

Total maintenance costs for additional equipment purchased in 2020-22, divide by 9 years for remaining of maintenance due. Hart started charging in 2025.

Column 1	Column 2	Column 3	Column 4	Column 5	Column 6
Jurisdiction	Sum of Maintenance Cost on original equipment	Annual Cost of original equipment Equalized over 9 years	Sum of Maintenance Cost on additional equipment purchased between 20-22	Annual cost of additional equipment Equalized over 9 years	Total Annual Cost/Jurisdiction
Attentate	\$9,210.00	\$1,023.33	\$3,180.00	\$353.33	\$1,376.67
Blendon	\$6,140.00	\$682.22	\$1,060.00	\$117.78	\$800.00
Chester	\$2,010.00	\$223.33	\$0.00	\$0.00	\$223.33
City of Coopersville	\$2,010.00	\$223.33	\$1,060.00	\$117.78	\$341.11
City of Ferrysburg	\$3,070.00	\$341.11	\$0.00	\$0.00	\$341.11
City of Grand Haven	\$9,100.00	\$1,011.11	\$1,060.00	\$117.78	\$1,128.89
City of Holland	\$26,790.00	\$2,976.67	\$0.00	\$0.00	\$2,976.67
City of Hudsonville	\$7,090.00	\$787.78	\$1,060.00	\$117.78	\$905.56
City of Zeeland	\$8,150.00	\$905.56	\$0.00	\$0.00	\$905.56
Crockery Township	\$4,020.00	\$446.67	\$1,060.00	\$117.78	\$564.46
Georgetown	\$40,530.00	\$4,503.33	\$2,120.00	\$235.56	\$4,738.89
Grand Haven Township	\$14,290.00	\$1,587.78	\$2,120.00	\$235.56	\$1,823.34
Holland Township	\$27,410.00	\$3,045.58	\$2,120.00	\$235.56	\$3,281.12
Jamestown	\$8,040.00	\$893.33	\$2,120.00	\$235.56	\$1,128.89
Olive	\$3,070.00	\$341.11	\$1,060.00	\$117.78	\$458.89
Park	\$16,410.00	\$1,823.33	\$0.00	\$0.00	\$1,823.33
Polkton	\$2,010.00	\$223.33	\$0.00	\$0.00	\$223.33
Port Sheldon	\$5,080.00	\$564.44	\$0.00	\$0.00	\$564.44
Robinson	\$5,190.00	\$576.67	\$0.00	\$0.00	\$576.67
Spring Lake	\$14,180.00	\$1,575.56	\$3,180.00	\$353.33	\$1,928.89
Taitmadge	\$6,140.00	\$682.22	\$2,010.00	\$223.33	\$905.55
Wright Township	\$3,070.00	\$341.11	\$0.00	\$0.00	\$341.11
Zeeland Township	\$9,100.00	\$1,011.11	\$1,060.00	\$117.78	\$1,128.89
Grand Total	\$232,110.00	\$25,789.99	\$24,270.00	\$2,698.69	\$28,488.69

Exhibit C replacing Figure 2- Column 2 of this chart shows the total maintenance cost owed by each jurisdiction for the full life of the County's 10 year contract with Hart. Column 3 shows the annual maintenance cost obligation owed by each local jurisdiction, equalized over a period of 9 years. Column 4 of this chart shows the total maintenance cost owed by each jurisdiction for equipment purchased in 2020-2022. Column 5 shows the annual maintenance cost obligation owed by each local jurisdiction, equalized over a period of 9 years. Hart started billing for the 2020 devices in 2025. Column 6 shows the annual total maintenance cost owed by each jurisdiction.



Ottawa County
Clerk, Registrar & Director
Justin F. Rucinski

Exhibit D Elections Chain of Custody Form

Received from: _____ Jurisdiction: _____	Received by: _____ Jurisdiction: _____
Date: _____	Date: _____
Printed: _____	Printed: _____
Signature: _____ (Print name of individual using)	Signature: _____ (Do not create if applicable)
Signature: _____ (Do not create if applicable)	Signature: _____ (Do not create if applicable)

Serial Number:	Seal Number:	Ward/Precinct:	Reason:	Notes:
Serial Number:	Seal Number:	Ward/Precinct:	Reason:	Notes:
Serial Number:	Seal Number:	Ward/Precinct:	Reason:	Notes:
Serial Number:	Seal Number:	Ward/Precinct:	Reason:	Notes:
Serial Number:	Seal Number:	Ward/Precinct:	Reason:	Notes:
Serial Number:	Seal Number:	Ward/Precinct:	Reason:	Notes: