



**CITY OF NOVI CITY COUNCIL
OCTOBER 7, 2019**

SUBJECT: Approval of Election Precinct Agreements, subject to minor amendments as approved by the City Manager and City Attorney.

SUBMITTING DEPARTMENT: City Clerk

BACKGROUND INFORMATION: The Michigan Bureau of Elections recommends that all municipalities have a formal written agreement with their precinct locations to ensure all parties' interests are protected. As some of our polling locations are not owned or controlled by the City, we began the process of formalizing those informal agreements. This agreement addresses several topics including ADA compliance, campaigning on Election Day, and campaign signs. The majority of locations have already reviewed and executed the agreement.

These agreements are independent of the precinct boundary changes that have been discussed previously. The proposed precinct boundary changes must first be approved by the Election Commission, which will meet in November, and then be presented to City Council.

RECOMMENDED ACTION: Approve Election Precinct Agreements, subject to minor amendments as approved by the City Manager and City Attorney.

ELECTION PRECINCT AGREEMENT

The **City of Novi**, a Michigan municipal corporation, whose address is 45175 Ten Mile Road, Novi, Michigan (referred to in this Agreement as the "City"), and **(INSERT NAME OF FACILITY)**, (referred to in this Agreement as the "Facility"), whose address is **(INSERT ADDRESS) Road Novi MI** (referred to in this Agreement as the "Property"), agree as follows:

1. Grant of Right to Use Property as Election Precinct. City shall have the exclusive use of the **(INSERT AREA TO BE USED)** at the Property and may make reasonable use other areas of the Property for an election polling place on all dates determined by the local, state or federal government to be an election day. City shall provide prior written notice to Facility of each election day when the Property shall be used. City's use of the Property shall include the use of restrooms, heat, electric service, outlets, fixtures, and other items necessary for conducting an election. In addition to the use of the Property, at all times on an election day, including times before and after the polls are open, City may enter upon the Property the day before each election to set up voting machines and equipment, tables, chairs, etc. and the day after each election to remove the voting machines and equipment, and other materials.

2. Term. This Agreement will take effect upon being fully signed by both Parties and continue until terminated as provided herein.

3. Termination. This Agreement may be terminated by either party for any reason with written notice to the other party. If the Facility decides to terminate this Agreement, it must do so at least one (1) year prior to the next election date in order to allow for the City to establish a new polling location.

4. General Understandings. In order to help coordinate the use of the building for a public election while the building may also be continuing some of its normal daily uses, the parties acknowledge a mutual understanding that the following cooperative efforts and communications will occur between them:

(a) By January 15th of each year after the commencement date set forth above, City agrees to provide a calendar to Facility identifying all potential election dates in the ensuing calendar year, so that Owner can appropriately schedule consistently with them.

(b) Facility will provide access to the building for delivery of the election equipment prior to each election (usually sometime the day before the election) and for pick-up of the equipment after the election (usually the day after the election). Actual delivery/pick-up dates will be established by the City.

(c) The Facility will provide the **(INSERT ROOM/AREA TO BE USED)** at the Property as agreed upon for all future August and November Elections. Facility also agrees to provide this same room for any other scheduled Elections if available. If not available, the Facility will provide alternate accommodations required per

this Agreement that is mutually agreeable to both Parties. Also, parking and unrestricted access to and from voting rooms shall be available on Election Day such that the Elections can be conducted in compliance with all applicable laws and regulations. This includes ensuring that those with disabilities and the elderly can properly access designated voting rooms, as well as maintaining the property free from snow, ice, debris, and any other objects and conditions that may limit residents' access to the Property. The Facility will not require City to alter the entrance or exit to the facility and/or room(s) being used for voting once the polls have opened.

(d) City will notify the Facility of the number of tables and chairs that will be needed in the designated room on Election Day.

(e) On each Election Day, Facility understands that it will need to provide City access to all designated areas of the building and Property starting promptly at 6:00 a.m., and thereafter until all final paperwork and other election-related duties have been completed following the closure of the polls (approximately 9:00 p.m., but Facility understands that it may be later)

(f) Facility will make sure that all parking areas and rooms are conducive for public use, including lit parking areas for the entire time City has access to the facility and heated or air-conditioned rooms as appropriate for the time of year.

(g) Facility understands that since the property is being used and advertised as a polling location, campaigners are permitted under Michigan Election Law to campaign 100 feet from the door of the building (the outside door to the building, which voters use to access the polls). Facility agrees and understands that for the times during which the Property is open as a polling location on election days, it will not limit or restrict this campaigning or any campaign materials outside of these 100 feet. If Facility has any issues at any time with any individuals, it should call the Novi Police Department for assistance. If signs and other campaign material still remain after three (3) calendar days following an election, the Facility shall contact the City and the City shall properly remove such signs, if and to the extent it determines that it is appropriate and permissible to do so.

(g) It is understood that, upon Facility's request, City will obtain and/or provide proof of a rider to its insurance adding standard coverage for the election event.

5. City. For purposes of access to and use of the Property under this Agreement, the term "City," includes the City, and its officers, directors, and employees, and all election inspectors, poll workers, election officials and other persons that are duly authorized to be involved in conducting an election.

6. Contact Information. The Parties designate the following persons as primary and alternate contacts:

Facility:

_____ [name, title, telephone number]

_____ [name, title, telephone number]

City:

_____ [name, title, telephone number]

_____ [name, title, telephone number]

5. Cost and Deposit. City may use the Facilities at no charge and with no security deposit.

6. Amendment. Except as otherwise provided above, no amendment, modification, or alteration of the terms of this Agreement shall be binding unless the same is in writing and signed by the parties.

9. Notices. All notices hereunder shall be in writing and shall be deemed to be given when either delivered personally or mailed by certified or registered mail to the receiving party at the address first stated in this Agreement or at an address furnished to the other party in writing during the term of this Agreement.

10. Non-assignability. This Agreement, including any part of it, may not be assigned by either party without the prior written consent of the other party.

11. Authority to Execute. The Parties each represent that the individuals signing this Agreement are fully authorized to execute the document and bind their respective parties to the terms and conditions contained herein.

12. Conflicts and Severability. Nothing in this Agreement is intended to conflict with any current state of federal law. If a term of this Agreement is inconsistent with such authority, then that term shall be invalid, but the remaining terms and conditions of this Agreement shall remain in full force and effect.

13. Entire Agreement. This Agreement contains the entire agreement between the parties and supersedes all prior written and oral agreements relating to the subject matter.

14. Governing Law. This Agreement shall be governed, construed, and interpreted in accordance with the laws of the State of Michigan.

CITY OF NOVI ("City"):

[INSERT NAME OF FACILITY] ("Facility")

By: _____
Robert J. Gatt, Mayor

By: _____
Name:
Title:

By: _____
Cortney Hanson, City Clerk

By: _____
Name:
Title: