



CITY OF NOVI CITY COUNCIL
OCTOBER 9, 2023

SUBJECT: Approval of a License Agreement with the Board of County Election Commissioners for Oakland County for the use of the Novi Civic Center for the purpose of operating an early voting site, subject to final review of the form of agreement by the City Manager's office and City Attorney.

SUBMITTING DEPARTMENT: City Clerk

BACKGROUND INFORMATION:

In November 2022, voters approved Proposal 2022-2 which contained a requirement to conduct early voting in statewide and federal elections. The City of Novi is partnering with Oakland County for the upcoming November 7, 2023 election to pilot the early voting process. This License Agreement outlines the terms of utilizing the Civic Center as the early voting site.

RECOMMENDED ACTION: Approval of a License Agreement with the Board of County Election Commissioners for Oakland County for the use of the Novi Civic Center for the purpose of operating an early voting site, subject to final review of the form of agreement by the City Manager's office and City Attorney.

License Agreement

City of Novi (“Licensor”) hereby grants a license for use of its property as set forth herein to:

Name of Entity or Person (“Licensee”): Board of County Election Commissioners for Oakland County

Address: 1200 N. Telegraph, Pontiac, Michigan 48341

Contact Person: Joseph Rozell, Director of Elections for Oakland County

Telephone Number: 248-452-2276

E-Mail Address: rozellj@oakgov.com

For and in consideration of the issuance of this license, the Parties agree to the following terms and conditions:

1. **Use of Property.** Licensee may only use the property described below for the purposes set forth in this Agreement.
 - 1.1. **Property.** **Novi Civic Center, 45175 W. Ten Mile Rd., Novi, MI 48375. (“Property”)**
 - 1.2. **Use.** The Property shall only be used as an Early Voting Site 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* during the nine days of early voting at the election dates specified in Michigan Election Law (the “Election Dates”) and up to two days before and up to three days after early voting at the Election Dates to allow for equipment setup and equipment removal.
 - 1.3. **Term of Agreement.** This Agreement shall begin on the date this Agreement is fully executed (“**Effective Date**”), and notwithstanding a license generally being terminable at the will of the Licensor, it shall terminate on December 1, 2024 so as to cover more than one election cycle, however, Licensee may only occupy the Property during the nine days of early voting at the Election Dates and up to two days before and up to three days after early voting at the Election Dates to allow for equipment setup and equipment removal.
 - 1.4. **Fee.** Licensee shall pay Licensor \$7,490 for each election in which the Property is used as an Early Voting Site which shall be governed by the Parties’ Agreement for Election Services as applicable.
 - 1.5. **Condition of Property.** During this Agreement, Licensee shall keep the Property in good order, in a clean and safe condition, and free of trash. Except for normal wear and tear, Licensee’s use of the Property shall not cause damage to the Property. Licensee is responsible for putting all trash and debris into the appropriate indoor receptacles.
 - 1.6. **Condition of Property upon Termination of Agreement.** Except for normal wear and tear, at the expiration or termination of this Agreement, Licensee shall leave or return the Property in the same condition that Licensee found it.

- 1.7. **Compliance with Law.** Licensee, including its employees, agents, volunteers, and subcontractors shall comply with all applicable federal, state, and local laws, regulations, rules, ordinances, and the provisions of this Agreement.
- 1.8. **Signs/Advertisement.** Licensor shall permit political signage to be held by individuals on the Property during the period for early voting, provided that the signage is not placed within 100 feet of the entrance used by voters. The Election Inspectors responsible for the Early Voting Site shall be responsible for the enforcement of the 100-foot requirement.
- 1.9. **Alterations, Additions, Changes to Property.** Licensee shall not make any alterations, additions, or changes to the Property, without the prior written approval of Licensor.
- 1.10. **Property "AS IS".** LICENSEE ACCEPTS THE PROPERTY "AS IS." LICENSEE ACKNOWLEDGES THAT LICENSEE HAD THE OPPORTUNITY TO INSPECT THE PROPERTY AND EITHER INSPECTED THE PROPERTY OR CHOSE NOT TO INSPECT THE PROPERTY.
- 1.11. **No Smoking.** Smoking is prohibited on the Property.
- 1.12. **Alcohol Use on Property.** Licensee shall not sell or consume or allow anyone to sell or consume alcoholic beverages on the Property.
2. **Licensee Responsibilities.**
 - 2.1. The Licensee shall coordinate the delivery of the necessary voting equipment and supplies on the Thursday or Friday prior to the start of early voting.
 - 2.2. The Licensee shall coordinate the removal of the voting equipment and supplies on the Monday or Wednesday after the end of early voting.
3. **Licensor Responsibilities.**
 - 3.1. The Licensor shall provide access to a clean space for the conduct of early voting and access to clean restroom facilities to be used by Election Inspectors and voters.
 - 3.2. The fee paid to the Licensor under Section 1.4 shall be exclusive and Licensor shall not surcharge Licensee for any additional costs such as electricity or water.
4. **Liability/Assurances.**
 - 4.1. **Damage to Licensor's Property/Facility.** Licensee shall be responsible for any damage to the Property that is caused by Licensee, its employees, agents, volunteers or subcontractors. If such damage occurs, Licensor may make the necessary repairs and/or replacements or cause a third party to make the necessary repairs and/or replacements. Licensee shall reimburse Licensor the costs for repairing and/or replacing such damage to the Property. Licensor shall invoice Licensee for such costs and Licensee shall pay such costs within thirty (30) days of receiving the bill.

- 4.2. **Damage to Licensee's Property.** Licensee shall be solely and entirely liable and responsible for any loss or damage resulting from fire, theft or other means to its personal property located, kept, or stored on the Property.
- 4.3. **Liability for Claims.** Licensee shall be solely liable and responsible for any claims asserted by Licensee's employees, agents, volunteers or subcontractors occurring at or on the Property, which arise out of Licensee's use of the Property.
- 4.4. **Reservation of Rights/Limitation of Liability.** This Agreement does not, and is not intended to impair, divest, delegate, or contravene any constitutional, statutory, or other legal right, privilege, power, obligation, duty, or immunity of the Parties.
- 4.5. **Survival.** Section 4 and the duties and obligations contained herein shall survive the expiration or termination of this Agreement.
5. **Insurance.** Oakland County is self-insured and will provide a self-insurance certificate for use of the Property.
6. **Termination.**
 - 6.1. This Agreement shall terminate automatically at the end of its term.
7. **No Interest in Property.** Licensee, by virtue of this Agreement, shall not have any title to or interest in the Property or any portion thereof. Licensee has not, does not, and will not claim any such title, interest, or any easement over the Property.
8. **Waiver.** Waiver of any term or condition under this Agreement must be in writing. No written waiver, in one or more instances, shall be deemed or construed as a continuing waiver of any term or condition of this Agreement. No waiver by either Party shall subsequently affect its right to require strict performance of this Agreement.
9. **Cumulative Remedies.** A Party's exercise of any remedy shall not preclude the exercise of any other remedies, all of which shall be cumulative. A Party shall have the right, in its sole discretion, to determine which remedies are to be exercised and in which order.
10. **Amendments.** This Agreement cannot be modified unless reduced to writing and signed by both Parties.
11. **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 or conditions shall remain in full force and effect.
12. **Governing Law.** This Agreement shall be governed, interpreted, and enforced by the laws of the State of Michigan.
13. **Counterparts.** This Agreement may be executed in one or more counterparts, including facsimile copies, each of which shall be deemed an original, but all of which shall together constitute one instrument.
14. **Entire Agreement.** This Agreement sets forth all covenants, promises, agreements, conditions, and understandings between the Parties concerning the use of the Property

and there are no covenants, promises, agreements, conditions or understandings, either oral or written, between the Parties other than are herein set forth, except the Parties' Agreement for Election Services as applicable.

15. **Authorization.** The Parties represent that their respective signatories have the requisite authority to execute and bind them to the duties and responsibilities contained herein.

APPROVED AND AUTHORIZED BY LICENSEE:

NAME: _____

TITLE: _____

DATE: _____

SIGNATURE

APPROVED AND AUTHORIZED BY LICENSOR:

NAME: _____

TITLE: _____

DATE: _____

SIGNATURE