



500 West Big Beaver
Troy, MI 48084
troymi.gov



CITY COUNCIL AGENDA ITEM

Date: October 9, 2023

To: Mark F. Miller, City Manager

From: Robert J. Bruner, Deputy City Manager
Megan E. Schubert, Assistant City Manager
Brian Goul, Recreation Director
M. Aileen Dickson, City Clerk

Subject: Oakland County License Agreement for Use of Troy Community Center as Early Voting Center

History

At the September 18, 2023 Regular City Council Meeting, City Council approved the Early Voting Agreement between the City of Troy, Oakland County, and the City of Clawson, to operate an Early Voting Center inside rooms 304 and 305 at the Troy Community Center for the voters of Troy and Clawson. Oakland County will act as the Early Voting Coordinator, and the City Clerk's Office will be the Early Voting Center Supervisor.

The License Agreement is for the usage by Oakland County of the banquet rooms in the Troy Community Center as the Early Voting Center.

Purchasing

There are no Purchasing items for consideration.

Financial

As part of the Agreement with Oakland County, the City of Troy will be reimbursed \$500 per election by Oakland County.

Recommendation

City Management recommends approval of the License Agreement between Oakland County and the City of Troy for the Early Voting Center at the Troy Community Center.

Legal Review

This item was submitted to the City Attorney for review pursuant to City Charter Section 3.17.

License Agreement

City of Troy ("Licensor"), a Michigan Municipal Corporation and owner of the property located at 3179 Livernois Road, Troy MI 48084, hereby grants a license for use of its property as set forth herein to:

Board of County Election Commissioners for Oakland County ("Licensee"), a Michigan governmental entity.

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 (Licensor and Licensee) 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.** Designated rooms located within the Troy Community Center, 3179 Livernois Rd., Troy, MI 48083. ("Property"), which shall be mutually agreed to by the parties in advance of any election during the term of this Agreement, as well as accessory use of the restrooms and parking.
 - 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 on the election dates specified in Michigan Election Law (the "Election Dates") and up to two days before and up to three days after the designated nine days of early voting to allow for equipment setup and equipment removal. This use shall also be consistent with the Parties' Agreement for Election Services.
 - 1.3. **Term of Agreement.** This Agreement shall begin on the date this Agreement is fully executed ("**Effective Date**"), and it shall terminate on December 1, 2024 so as to cover more than one election cycle. This license is not terminable at the will of the Licensor.
 - 1.4. **Fee.** Licensee shall pay Licensor \$500 for each election in which the Property is used as an Early Voting Site. This amount shall be paid at least 30 days in advance of the intended use under this Agreement.
 - 1.5. **Condition of Property.** During the Licensee's use of the Property, 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 each use under 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 comply with City of Troy City Code Chapter 85 – Signs, Section 85.03.02 Temporary Signs, which prohibits the placement of political signage on the Property during any statutory period for early voting. This does not prohibit individuals from holding campaign signs or parking vehicles displaying campaign signs outside of the building and at least 100 feet from the entrance to the building. The Election Inspectors responsible for administering the Early Voting Site shall be responsible for the enforcement of the 100-foot requirement. This provision does not apply to official election signage for the purpose of assisting voters, which is permitted to be placed by the Licensor or Licensee.
- 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 the statutory early voting period.
 - 2.2. The Licensee shall coordinate the removal of the voting equipment and supplies on the Monday or Wednesday after the end of the statutory early voting.
3. **Licensor Responsibilities.**
 - 3.1. The Licensor shall provide access to a clean space for the conduct of statutory 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.**

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: Ethan D. Baker _____

TITLE: Mayor _____

DATE: _____

SIGNATURE

NAME: M. Aileen Dickson _____

TITLE: City Clerk _____

DATE: _____

SIGNATURE

APPROVED AND AUTHORIZED BY LICENSOR:

NAME: _____

TITLE: _____

DATE: _____

SIGNATURE