

**Polling Place Agreement between
the City of Ann Arbor and Ann Arbor Community Center**

THIS AGREEMENT (Agreement) is between the City of Ann Arbor, a Michigan municipal corporation ("City") and ANN ARBOR COMMUNITY CENTER for the purpose of fixing the rights and obligations of the parties in connection with establishment of a polling location in a portion of the ANN ARBOR COMMUNITY CENTER property located within the City of Ann Arbor, Michigan.

General Recitals

The State of Michigan requires that the City of Ann Arbor establishes in writing, an agreement between the City and any organization that allows the City to use its facilities as polling locations for qualified elections.

It is in the parties' mutual interest for the City to establish polling locations for the benefit of the City residents of Ann Arbor. Accordingly, Ann Arbor Community Center is willing to allow the City to establish a polling location in accordance with the terms and conditions of this Agreement.

Therefore, in consideration of the mutual promises and covenants in this Agreement which is acknowledged by the parties as sufficient, the parties agree as follows:

Terms and Conditions

1. Ann Arbor Community Center hereby agrees to provide to the City of Ann Arbor, at no cost, the use of the following location for election purposes to serve as a polling place for all Primary, General, Special, Local or School Elections during the term of this Agreement:
 - Ward 1, Precinct 4 – Ann Arbor Community Center, 625 N. Main Street, Ann Arbor – Lower Level Community Room
- 1.1 Upon mutual agreement by the City and Ann Arbor Community Center, an acceptable room assignment may be determined each election depending on anticipated voter turnout and room availability, provided that the alternative room assignment shall be within the same building as originally designated.
- 1.2 Ann Arbor Community Center allow access to the location one day prior to each election for the purposes of delivering equipment and supplies necessary for the conduct of elections by the City, or its designated contractor; and will provide for secure overnight storage of equipment.
- 1.3 Ann Arbor Community Center will allow Poll Workers access to the polling location no later than 6:00 a.m. on Election Day, with public access scheduled from 7:00 a.m. until the close of polls.
- 1.4 Ann Arbor Community Center will provide parking accommodations, at no cost to the City, for Poll Workers on the day of the Election.
- 1.5 Ann Arbor Community Center will allow access to the location for the collection of all supplies and equipment by the City, or its designated contractor, beginning at 7:30 a.m. the day after the Election until all equipment has been removed.
2. Ann Arbor Community Center agrees to comply with State of Michigan laws concerning the rights of campaigners at the polls. Individuals shall be allowed to campaign, circulate petitions, solicit contributions and carry out similar types of sanctioned activities outside of

the polls on Election Day provided that they remain 100 feet from the doorway being used by voters to enter the building in which the polling location is located.

3. The City agrees that it enters the Facility "as is," "where is" and Ann Arbor Community Center makes no representations whatsoever as to the suitability of the Facility for the election activities anticipated by this Agreement.

3.1 The City agrees that it has been provided complete, unfettered opportunity to examine each of the polling locations identified in Article 1 above and the means to access the polling locations and all other aspects of the Facility that is relevant or may be used for the election activities and any other related activity under this Agreement. The City has satisfied itself that the Facility is acceptable to the City "as is" "where is" for the anticipated election activities and any other related activity under this Agreement so long as the Facility is maintained in the same safe condition.

4. The following individuals will be primarily responsible for coordination of the election activities under this Agreement:

For the City of Ann Arbor

Ann Arbor City Clerk
100 N. Fifth Ave
Ann Arbor, MI 48107-8647

For Ann Arbor Community Center

Reverend Yolanda Whiten
625 N. Main St.
Ann Arbor, MI 48104

With a Copy to: Election Coordinator


1. During the term of this Agreement, each party will procure and maintain such insurance policies or self-insurance coverage as will protect itself from all claims for bodily injuries, death or property damage which may arise in connection with their respective use of the Property under the terms of this Agreement, including but not limited to property, general liability and worker's compensation. Insurance required under this Article by a party shall be considered primary as respects any other collectible insurance the other party may possess and the other party's shall be considered excess insurance only and not contributory. The respective parties shall be responsible to each other or the insurance companies insuring the respective parties for all costs resulting from both financially unsound insurance companies selected and their inadequate insurance coverage. If requested, a party shall furnish the requesting party with satisfactory certificates of self-insurance/insurance or a certified copy of the policy. Further, each party acknowledges that if its insurance program contains a SIR (Self Insured Retention) it agrees to maintain sufficient reserves to fund the SIR at its own expense during the term of this Agreement. Either party may terminate this Agreement on the thirtieth day following written notice that the other is in material breach of its obligations as set forth in this Article if evidence of cure of the defect is not received.

Any personal property kept on or at the Facility by party, its officers, employees or contractors shall be at their own risk.

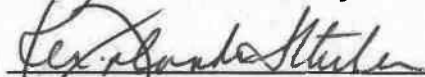
2. This Agreement shall have an indefinite term beginning March 1, 2011. The Agreement may be terminated by either party by mailing first-class postage pre-paid or personal delivery, at least 180 days in advance written notice of termination to the official identified at the address in Article 6.

3. This Agreement is entered into solely for the benefit of the parties named in it and not for the benefit of any other persons or entities. No other persons or entities may enforce it for their benefit nor shall they have any claim or remedy for its breach.

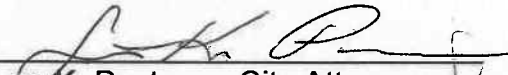
For the City

By 
Steve Powers, City Administrator

For Ann Arbor Community Center

By 
Reverend Yolanda Whiten
Its:

Approved as to Form:


Stephen K. Postema, City Attorney
