



APPROVED 6-0-1  
(PETERSON - ABSENT)

## City of Huntington Beach

File #: 19-1089

MEETING DATE: 11/4/2019

### REQUEST FOR CITY COUNCIL ACTION

**SUBMITTED TO:** Honorable Mayor and City Council Members

**SUBMITTED BY:** Robin Estanislau, CMC, City Clerk

**PREPARED BY:** Robin Estanislau, CMC, City Clerk

**Subject:**

**Approve and authorize execution of License Agreements with the County of Orange to install, operate and maintain official and secure Ballot Drop Boxes at the Huntington Beach Civic Center, 2000 Main Street, and the Main Street Branch Library, 525 Main Street, in Huntington Beach**

**Statement of Issue:**

California Senate Bill 450, aka the *California Voter's Choice Act* passed by the Legislature and signed by the Governor in 2016 authorizes counties to conduct all-mailed ballot elections if the jurisdiction can meet certain criteria. The Orange County Registrar of Voters (ROV) is in the process of transitioning to this new model of voting which will begin with the Presidential Primary Election in March 2020, and is seeking approval for placement of official Ballot Drop Boxes at two identified locations on City-owned property.

**Financial Impact:** Not applicable.

**Recommended Action:**

A) Approve and authorize the Mayor and City Clerk to execute a "License Agreement" with the County of Orange for installation, operation and maintenance of a Ballot Drop Box as identified in Exhibits A and B (License Area description and location) at the Huntington Civic Center, 2000 Main Street, Huntington Beach; and,

B) Approve and authorize the Mayor and City Clerk to execute a "License Agreement" with the County of Orange for installation, operation and maintenance of a Ballot Drop Box as identified in Exhibits A and B (License Area description and location) at the Main Street Branch Library, 525 Main Street, Huntington Beach.

**Alternative Action(s):** Deny the request.

**Analysis:**

The California Voter's Choice Act passed in 2016 allows counties to conduct all-mailed ballot elections to provide greater flexibility and convenience for voters - elections will no longer be a one-day event. In February 2019, the County Board of

Supervisors voted to enact the Voter's Choice Act. Starting in 2020, all voters in Orange County will receive a vote-by-mail ballot and can choose to: 1) return their ballot by mail (postage-free) through the United States Postal Service; 2) drop their ballot in an official and secure Ballot Drop Box; or, deliver their ballot to any four or eleven-day Vote Center within the County.

To implement the new elections model, the ROV conducted a comprehensive community outreach effort, worked to secure locations suitable to serve as four or eleven-day Vote Centers, and identified areas permissible to install, operate and maintain official and secure Ballot Drop Boxes. Orange County Registrar of Voters Neal Kelley and staff have been working closely with local government agencies to assess potential sites for the aforementioned voting options. Site selection considerations included:

- Vote center and ballot drop box location proximity to public transportation
- Vote center and ballot drop box location proximity to communities with historically low vote by mail usage
- Vote center and ballot drop box location proximity to population centers
- Vote center and ballot drop box location proximity to language minority communities
- Vote center and ballot drop box location proximity to voters with disabilities
- Vote center and ballot drop box location proximity to communities with low rates of household vehicle ownership
- Vote center and ballot drop box location proximity to low-income communities
- Vote center and ballot drop box location proximity to communities of eligible voters who are not registered to vote and may need access to same day voter registration
- Vote center and ballot drop box location proximity to geographically isolated populations, including Native American reservations
- Access to accessible and free parking at vote centers and ballot drop box locations
- The distance and time a voter must travel by car or public transportation to a vote center and ballot drop box location
- The need for alternate methods for voters with disabilities for whom vote by mail ballots are not accessible to cast a ballot
- Traffic patterns near vote centers and ballot drop box locations
- The need for mobile vote centers in addition to the number of vote centers established pursuant to this section
- Room size and location
- Facility availability for multiple days and extended hours, including weekends

On September 30, 2019, the City received a request to enter into license agreements with the County to install Ballot Drop Boxes in specific "license areas" at the Huntington Beach Civic Center and Main Street Branch Library. Information related specifically to Ballot Drop Box specifications, delivery and installation, maintenance and frequently asked questions is provided as Attachment 1. License agreements approved as to form by the City Attorney's Office is provided as Attachments 2 and 3, and voter registration data used by the County to determine the required number of four and eleven-day Vote Centers and Ballot Drop Boxes (1 per 15,000 voters) is provided as Attachment 4.

**Environmental Status:** Not applicable.

**Strategic Plan Goal:** Non-Applicable - Administrative Item

**Attachment(s):**

1. Ballot Drop Box Information Packet
2. Ballot Drop Box License Agreement - HB Civic Center
3. Ballot Drop Box "License Agreement" - HB Main Street Branch Library
4. Voter Registration Data



**REGISTRAR OF VOTERS**  
1300 South Grand Avenue, Bldg. C  
Santa Ana, California 92705  
(714) 567-7600  
FAX (714) 567-7627  
ocvote.com

**NEAL KELLEY**  
Registrar of Voters

Mailing Address:  
P.O. Box 11298  
Santa Ana, California 92711

The Orange County Registrar of Voters is in the process of transitioning the County to a new model of voting, which will begin with the Presidential Primary Election in March of 2020. Voters will have more choices as to where, when and how they can cast their ballot. Under this new model of voting, voters will be utilizing Vote Centers, as opposed to traditional polling places, which will provide a full-service voting experience for an 11-day voting period. Additionally, voters will be able to return their mail ballot in one of 110 Ballot Drop Boxes that will be located throughout the County.

By hosting a Ballot Drop Box at your location, you will be providing a valuable service to the community by offering a secure and convenient location for voters to drop off their ballot. Although the installation process will be conducted entirely by our office, your partnership is essential to providing this valuable service to the voters.

This introductory packet of information includes:

- Ballot Drop Box Information Sheet
- Ballot Drop Box Agreement
- What to Expect and Next Steps
- Frequently Asked Questions (FAQs)

The installation of the Ballot Drop Boxes will be completed in phases and is scheduled to begin in August 2019.

For additional information, please contact Espie Martinez, Vote Center Support Lead, at [Espie.Martinez@rov.ocgov.com](mailto:Espie.Martinez@rov.ocgov.com) or (714) 567-7575.

Thank you for your consideration - we look forward to partnering with you to host a Ballot Drop Box at your site!

Sincerely,

Neal Kelley  
Registrar of Voters



# ORANGE COUNTY REGISTRAR OF VOTERS BALLOT DROP BOXES

Thank you for your interest in hosting a Ballot Drop Box! Please review the information and specifications below. This will help you determine if your site is a good fit for a potential Ballot Drop Box location.

Our office will assess the requirements of the Voter's Choice Act to see if your site fulfills criteria including parking, proximity to public transportation, community access, and access to voters with disabilities.

Once a site is selected, a formalized agreement will be provided specifying obligations of the County, outlining easement and/or planning requirements and defining the commitment to participation.

## MARCH 3, 2020 Primary Election

Permanent Drop Box Locations Open  
Monday, February 3 to Tuesday, March 3

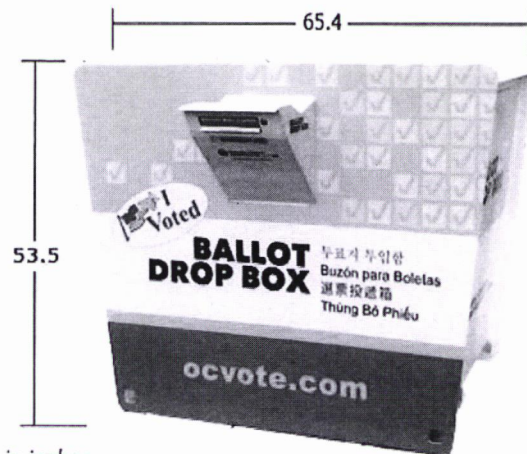
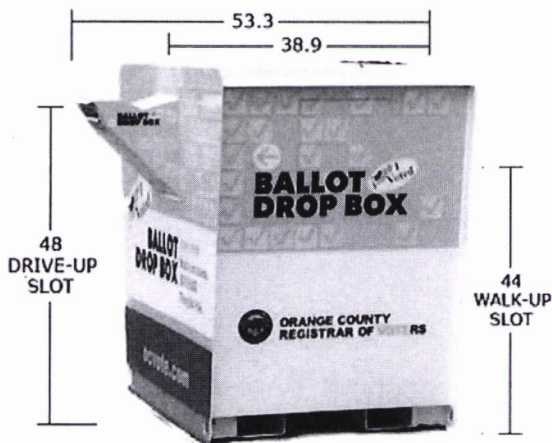
- Permanent installation, year-round (Pursuant to the license agreement)
- Metal construction, weight 1,000 lbs.
- Placement visible to the public
- Accessible 24/7
- County incurs cost of installation, maintenance and upkeep
- Location covered by security cameras highly desired

## 30 Days of Voting with Ballot Drop Boxes

29 days before Election:  
drop-off boxes open for  
vote-by-mail ballots

3	4	5	6	7	8	
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
1	2	3	4	5	6	7

Election Day: All  
drop-off boxes and  
Vote Centers are  
open for voting!



\*Measurements in inches

Please call our Vote Center staff at 714-954-1901 for more information or questions.





## ORANGE COUNTY REGISTRAR OF VOTERS

# BALLOT DROP BOXES

### What to Expect - Next Steps

- A site visit will be completed to determine the best location for Ballot Drop Box placement, as well as the completion of an accessibility assessment
- Once it is determined that the site meets the requirements, an agreement will be executed between the proposed entity and the County of Orange.
- All required insurance, permits, and agreements will be approved by County of Orange and City agencies, if necessary.
- A parcel check will be completed to ensure there are no obstructions with utilities or any liens or easements exist on the specified location.
- Ballot Drop Box delivery and installation date will be confirmed directly with the location's contact.
- Installation is ready to begin as early as August of 2019.
- A regular maintenance schedule will be kept ensuring the Ballot Drop Box is clean, in working order and has not been vandalized or tampered with.
- 29 days prior to an election the Ballot Drop Box mail slots will be opened by County of Orange employees.
- On Election Night, at 8pm the Ballot Drop Box will be locked by County of Orange employees.
- Extensive marketing will be sent to all Orange County Voters notifying them of the Ballot Drop Off locations that will include the facility name, and address. This will include targeted mailings, social media, print and television ads, and the Voter Information Guide.

Please call our Vote Center staff at 714-954-1901 for more information or questions.



ORANGE COUNTY  
REGISTRAR OF VOTERS





ORANGE COUNTY REGISTRAR OF VOTERS  
**BALLOT DROP BOXES**

**Frequently Asked Questions**

**What is a Ballot Drop Box?**

A Ballot Drop Box is a secure and locked receptacle where a voter can drop off their vote-by-mail ballot in the same manner they would at a mailbox. Ballots will only be picked up by election officials from the Registrar of Voters.

**Why are Ballot Drop Boxes being installed?**

In 2016, California legislation passed SB 450 also known as the Voter's Choice Act. This allows counties in California to provide voters more options on how, when, and where they cast their ballots during an election. In February of 2019 the County Board of Supervisors voted to enact the Voter's Choice Act in Orange County. Starting in 2020, all voters in Orange County will receive a vote-by-mail ballot. Voters will be able to mail in their ballot (no postage necessary), drop it off at any Vote Center located within the County, or place it inside a secure Ballot Drop Box. These options offer more flexibility, access, and convenience when casting their vote.

**How are Ballot Drop Box locations determined?**

Locations are determined by election officials. Along with public input, locations must also consider the 14 criteria outlined in the Voter's Choice Act. Examples of these criteria include proximity to public transportation hubs, communities with historically low vote-by-mail usage, proximity to population centers, proximity to voters with disabilities, proximity to communities with low vehicle ownership, proximity to low-income communities, and traffic patterns.

**How big is the Ballot Drop Box?**

The box measures 53.5" Height x 38.9" Depth x 65" Width. It is made of 3/16" steel and weighs 1000 lbs.

**Who will be conducting the installation?**

Delivery, installation and all expenses will be handled completely by the County of Orange.

**When will the Ballot Drop Box be installed? And how long will it take?**

Ballot Drop Boxes will begin to be installed throughout the County beginning in August 2019. Installation will take approximately 3 hours to complete.

**What responsibility does the host location have after the Ballot Drop Box is installed?**

The Ballot Drop Box installation, upkeep and maintenance will be the sole responsibility of the County of Orange. Any questions can be directed to Espie Martinez, Vote Center Support Lead, at [Espie.Martinez@rov.ocgov.com](mailto:Espie.Martinez@rov.ocgov.com) or (714) 567-7575.

Please call our Vote Center staff at 714-954-1901 for more information or questions.



**ORANGE COUNTY  
 REGISTRAR OF VOTERS**





# ORANGE COUNTY REGISTRAR OF VOTERS BALLOT DROP BOXES

## Frequently Asked Questions, Continued

### **When will the Ballot Drop Box be opened and closed?**

The Ballot Drop Box will be opened 29 days before an election and will remain open for 24 hours every day until it is closed at 8:00 PM on election night.

### **Who is responsible for opening and closing the Ballot Drop Box?**

An election official from County of Orange will be responsible for the opening and closing of the Ballot Drop Box.

### **When will ballots be picked up?**

Collection of ballots will occur every 4 days from the opening of the Ballot Drop Box, and the frequency of pick-ups will increase as Election Day approaches.

### **What do we do if there is vandalism or issues reported with the Ballot Drop Box?**

Please call the Registrar of Voters at 714-954-1901 immediately. An election official will conduct a site visit and inspection and will handle any reported issues.

### **What if someone drops something other than a ballot in the Ballot Drop Box?**

The slot used to return ballots is ½" Height by 7" Width - making it difficult to insert anything other than an envelope into the slot. Any mail incorrectly placed in the Ballot Drop Box will be forwarded to the USPS. Any items meant to be delivered to the host location will be given directly to that location.

Please call our Vote Center staff at 714-954-1901 for more information or questions.



**ORANGE COUNTY  
REGISTRAR OF VOTERS**





License Number [LA-020]  
Registrar of Voters  
[City of Huntington Beach]

## LICENSE AGREEMENT

THIS LICENSE AGREEMENT (“**License**”) is made and entered into September 30th, 2019 (“**Effective Date**”), by and between [CITY OF HUNTINGTON BEACH], (hereinafter referred to as “**Licensor**”) and the COUNTY OF ORANGE, a political subdivision of the State of California, through its REGISTRAR OF VOTERS (hereinafter referred to as “**County**”), without regard to number and gender. County and Licensor may sometimes hereinafter be referred to individually as “**Party**” or jointly as “**Parties**.”

### 1. DEFINITIONS (SALic-1.0 S)

The following words in this License shall have the significance attached to them in this Clause 1 (DEFINITIONS), unless otherwise apparent from context:

“**Chief Real Estate Officer**” means the Chief Real Estate Officer, County Executive Office, Real Estate Section, County of Orange, or upon written notice to County, such other person as shall be designated by the County Executive Officer.

“**County Executive Officer**” means the County Executive Officer, County Executive Office, County of Orange, or designee, or upon written notice to County, such other person or entity as shall be designated by the Board of Supervisors.

“**Official Ballot Drop Box**” means a mail ballot drop box.

### 2. LICENSE AREA (SALic-1.1 S)

Licensor grants to County, and its agents and contractors, the right to access and use a portion of that/those certain property(ies), described on Exhibit A and shown on Exhibit B (hereinafter referred to as the “**License Area(s)**”), which exhibits are attached hereto and by reference made a part hereof, together with non-exclusive, in common use of driveways for vehicle ingress and egress, pedestrian walkways, other facilities, and common areas appurtenant to the License Area. Licensor represents and warrants that the License Area is free and clear of easements, including utility easements that would impede the County’s use of the License Area, as set forth below. The Parties agree that the License Area may be modified by County pursuant to the terms herein. If, for example, the License Area includes multiple properties, the County may reduce the number of properties within the License Areas, pursuant to Clauses 6 and 21, below.

### 3. COUNTY AND PUBLIC USE (SALic-1.2 S)

- a. County's use of the License Area shall be limited to installing, operating, and maintaining an Official Ballot Drop Box on the License Area. County shall not use the License Area or any portion thereof for any illegal or unlawful purpose and will not cause or permit a nuisance to be created or maintained therein.
- b. The Parties further acknowledge and agree that the County’s use of the License Area is for the



operation of an Official Ballot Drop Box consistent with the California Voter's Choice Act. Licensor grants to voters, and other County invitees, the right of access to the License Area, described in Clause 2 (License Area), above, for purposes consistent with the conduct of, and participation in, an election. Licensor acknowledges that the Official Ballot Drop Box shall be open 24 hours a day for the 30 days prior to an election ("Election Period"). County shall endeavor to notify Licensor with an election schedule no later than 30 days before the Election Period pursuant to Clause 30 (NOTICES).

- c. Consistent with the uses outlined in this Clause 3, Licensor shall notify the County within 24 hours of any change to the License Area or surrounding property that would make the Official Ballot Drop Box inaccessible during the Election Period and frustrate the intent of this License.

#### **4. PARKING (SALic-1.3 S)**

Licensor, throughout the Term, as set forth below, shall provide County, and its invitees, with the non-exclusive use of parking spaces. The location and any rules or instructions for use of these parking spaces shall be determined by the Licensor and provided to the County no later than the commencement of the first Election Period after the Effective Date.

In addition to said parking spaces, Licensor shall also provide parking for disabled persons ("ADA Spaces") in accordance with the Americans with Disabilities Act, the California Uniform Building Code and the applicable codes and/or ordinances relating to parking for disabled persons as established by the local jurisdiction in which the License Area is located where the provisions of such local codes and/or ordinances exceed or supersede the State requirements.

#### **5. TERM (SALic-1.5 S)**

This License shall commence on the Effective Date written above and shall continue in effect for five (5) years ("Term") or as otherwise terminated in accordance with Clause 6 (TERMINATION) of this License.

#### **6. TERMINATION (SALic-1.6 S)**

This License shall be revocable by either Party at any time; however, as a courtesy, the terminating Party will attempt to give ninety (90) days written notice to the other Party prior to the termination date. In the event the County modifies the License Area pursuant to Section 21 (Amendments) – for example, by removing property or properties from the License Area – said modification shall not terminate the License for the remaining property or properties that comprise the License Area.

#### **7. LICENSE FEE (SALic-1.7 N)**

In consideration for the valuable public services provided to the citizens of the County of Orange performed by County consistent with Clause 3 (USE) above and pursuant to this License, the license fee shall be waived for County's use of the Licensed Area.

#### **8. UTILITIES, MAINTENANCE AND JANITORIAL (SALic-1.8 S)**

Licensor shall be responsible for all janitorial, maintenance and repairs outside of the License Area, (including but not limited to: fire alarm, fire extinguisher, HVAC system, elevator maintenance, landscaping, pest control, and trash) unless such maintenance and repairs arise out of County's negligence or intentional acts not in accordance with the uses permitted herein, per Clause 3 (USE), above and not including normal wear and tear.

#### **9. ALTERATIONS (SALic-1.9 S)**

County may make improvements and changes, at the County's expense, in and to the License Area, including, but not limited to changes described in Exhibit C, attached hereto, and those deemed necessary or appropriate by the County in its discretion, subject to advance written permission from Licensor. It is agreed that any such improvements attached to or placed upon the License Area by County shall be considered as personal property of County, who shall have the right, but not the obligation, to remove same. County agrees that the License Area shall be left in as good condition as when received, reasonable wear and tear excepted.

#### **10. OWNERSHIP OF IMPROVEMENTS (SALic-2.0 S)**

- a. All improvements, constructed or placed within the License Area by County ("County Improvements") must, upon completion, be free and clear of all liens, claims, or liability for labor or material. The County Improvements shall remain property of County and shall be removed by County at the termination of this License, without damage to the License Area.
- b. The County Improvements to be installed on the License Area shall include the Official Ballot Drop Box as specified in the included Exhibit C. The County shall be responsible for all costs incurred in the installation of the County Improvements. The County's agents shall coordinate the installation of the County Improvements with the Licensor.

#### **11. OPERATIONAL REQUIREMENTS OF COUNTY (SALic-2.1 N)**

County shall, to the satisfaction of Licensor, keep and maintain the License Area and all improvements of any kind in good condition and in substantial repair, normal wear and tear excepted. It shall be County's responsibility to take all steps necessary or appropriate to maintain such standard of condition and repair. Licensor shall endeavor to notify the County when Licensor observes that maintenance is necessary.

County expressly agrees to maintain the License Area in a safe, clean, wholesome, and sanitary condition, to the complete satisfaction of Licensor and in compliance with all applicable laws.

In the event the Licensor determines, in its reasonable discretion, that an employee, contractor, or invitee of County is failing to adhere to proper standards of public conduct, is in violation of any Licensor policy and/or is in any way disrupting the activities of the Licensor's employees, students, and/or invitees, the Licensor reserves the right to remove said individual, and/or require County to remove said individual from the License Area. If warranted, County shall endeavor to prohibit said individual's future access to the License Area, subject to applicable law.

#### **12. VIDEO SECURITY SURVEILLANCE SYSTEM**

If feasible, the County shall have access to any video security surveillance footage recorded and stored by Licensor in order for the County to meet its statutory and regulatory requirements under the California Voter's Choice Act.

### **13. INDEMNIFICATION (SALic-2.3 S)**

- a. Licensor hereby agrees to indemnify, hold harmless, and defend County, its officers, agents, and employees, with counsel approved by County, against any and all claims, loss, demands, damages, cost, expenses or liability arising out of the ownership, maintenance, or use of the License Area by Licensor, except for liability arising out of the sole negligence of County, its officers, agents, or employees, including the cost of defense of any lawsuit arising therefrom. In the event County is named as co-defendant, Licensor shall notify County of such fact and shall represent County, with counsel approved by County, in such legal action unless County undertakes to represent itself as co-defendant in such legal action, in which event Licensor shall pay to County its litigation costs, expenses and attorneys' fees.
- b. County hereby agrees to indemnify, hold harmless, and defend Licensor, its officers, agents, and employees, against any and all claims, loss, demands, damages, cost, expenses or liability arising out of the use of the License Area by County, except for liability arising out of the negligence of Licensor, its officers, agents, or employees, including the cost of defense of any lawsuit arising therefrom. In the event Licensor is named as co-defendant, County shall notify Licensor of such fact and shall represent Licensor, with counsel approved by Licensor, in such legal action unless Licensor undertakes to represent itself as co-defendant in such legal action, in which event County shall pay to Licensor its litigation costs, expenses and attorneys' fees.
- c. In the event judgment is entered against County and Licensor because of the concurrent active negligence of County and Licensor, their officers, agents, or employees, an apportionment of liability to pay such judgment shall be made by a court of competent jurisdiction. Neither Party shall request a jury apportionment.
- d. The provisions of this Section shall survive the termination or expiration of this License.

### **14. ASSIGNMENT AND SUBAGREEMENTS (SALic-2.4 N)**

Any assignment of this License or sublicenses under this License require the prior written approval of Licensor, which approval will not be unreasonable withheld, conditioned or delayed.

### **15. EMPLOYMENT (N)**

No County employee shall be considered as an employee of the Licensor under the jurisdiction of Licensor, nor shall such County employees have any Licensor pension, civil service, or other status while an employee of County.

County shall have no authority to contract on behalf of Licensor. It is expressly understood and agreed by both Parties hereto that County, while engaged in carrying out and complying with any terms of this License,

is not acting as an agent, officer, or employee of Licensor.

#### **16. SIGNS (SALic-2.7 S)**

Licensor agrees to allow County to install and maintain any sign or display upon or in front of the License Area and/or property. Such signage shall comply with all applicable laws and zoning and site plan requirements and be consistent with Licensor signage on the property upon which the License Area is located.

#### **17. ELECTIONEERING**

No electioneering, is permitted within 100 feet of the Official Ballot Drop Box during the Election Period. Licensor agrees that County and its staff may take steps they deem reasonably necessary to stop or prevent such electioneering. Licensor, its officers, agents, and employees will refrain from erecting or permitting any sign, display, or other demonstration that may have the effect of influencing or intimidating voters during the Election Period. County may take the steps they deem reasonably necessary to obscure or remove any such sign, display, or other demonstration. For purposes of this section, "electioneering" means the visible display or audible dissemination of information that advocates for or against any candidate or measure on the ballot within 100 feet of the Official Ballot Drop Box. Such electioneering information includes but is not limited to,

1. Display of a candidate's name, likeness, or logo;
2. A display of a ballot measure's number, title, subject, or logo;
3. Buttons, hats, pencils, pens, shirts, signs, or stickers containing electioneering information;
4. Dissemination of audible electioneering information; and/or
5. Loitering near or disseminating visible or audible electioneering information.

#### **18. AUTHORITY (SALic-2.8 S)**

The persons executing the License below on behalf of County or Licensor warrant that they have the power and authority to bind County or Licensor to this License.

#### **19. LICENSE ORGANIZATION (SALic-2.9 S)**

The various headings and numbers herein, the grouping of provisions of this License into separate clauses and paragraphs, and the organization hereof, are for the purpose of convenience only and shall not be considered otherwise.

#### **20. AMENDMENTS (SALic-3.0 S)**

This License is the sole and only agreement between the Parties regarding the subject matter hereof; other agreements, either oral or written, are void. Any changes to this License shall be in writing and shall be properly executed by both Parties; however, County may modify the License Area, in its discretion, upon written notification from the Chief Real Estate Officer informing Licensor of the modification and the date the modification will become effective. Based on such written notice the Parties agree to thereafter amend this License to reflect the revised License Area if so desired by either Party.

**21. PARTIAL INVALIDITY (SALic-3.1 S)**

If any term, covenant, condition, or provision of this License is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder of the provisions hereof shall remain in full force and effect and shall in no way be affected, impaired, or invalidated thereby.

**22. WAIVER OF RIGHTS (SALic-3.2 S)**

The failure of Licensor or County to insist upon strict performance of any of the terms, conditions, and covenants in this Lease shall not be deemed a waiver of any right or remedy that Licensor or County may have, and shall not be deemed a waiver of any right or remedy for a subsequent breach or default of the terms, conditions, and covenants herein contained.

**23. GOVERNING LAW AND VENUE (SALic-3.3 N)**

This License has been negotiated and executed in the State of California and shall be governed by and construed under the laws of the State of California. In the event of any legal action to enforce or interpret this License, the sole and exclusive venue shall be a court of competent jurisdiction located in Orange County, California, and the Parties hereto agree to and do hereby submit to the jurisdiction of such court, notwithstanding Code of Civil Procedure section 394.

The Parties expressly understand and agree that this License constitutes a license for use of the License Area. This License is not intended by the Parties, nor shall it be legally construed, to convey a leasehold, easement, or other interest in real property. County acknowledges that a license is a valid form of agreement and shall not contest the validity of the form of this License in any action or proceeding brought by County against the Licensor, or by the Licensor against County. Should either Party be compelled to institute arbitration, legal, or other proceedings against the other for or on account of the other Party's failure or refusal to perform or fulfill any of the covenants or conditions of this License on its part to be performed or fulfilled, the Parties agree that the rules and principles applicable to licenses shall govern such actions or proceedings.

**24. ATTORNEYS' FEES (SALic-3.4 S)**

In the event of a dispute between Licensor and County concerning claims arising out of this License, or in any action or proceeding brought to enforce or interpret any provision of this License or where any provision hereof is validly asserted as a defense, each Party shall bear its own attorney fees and costs.

**25. TIME OF ESSENCE (SALic-3.5 S)**

Time is of the essence of this License. Failure to comply with any time requirements of this License shall constitute a material breach of this License.

**26. CONDITION OF LICENSE AREA UPON TERMINATION (SALic-3.7 S)**

Except as otherwise agreed to herein, upon termination of this License, County shall redeliver possession of

said License Area to Licensor in substantially the same condition that existed immediately prior to County's entry thereon, reasonable wear and tear, flood, earthquakes, war, and any act of war excepted.

**27. RELATIONSHIP OF PARTIES (SALic-3.9 S)**

The relationship of the parties hereto is that of Licensor and County, and it is expressly understood and agreed that Licensor does not in any way or for any purpose become a partner of or a joint venture with County in the conduct of County's business or otherwise.

**28. NOTICES (SALic-4.0 S)**

All written notices pursuant to this License shall be addressed as set forth below or as either Party may hereafter designate by written notice and shall be deemed delivered upon personal delivery, delivery by facsimile machine, electronic mail, or seventy-two (72) hours after deposit in the United States Mail.

To: COUNTY

County of Orange  
Registrar of Voters  
Facilities Operations  
1300 South Grand Ave., Bldg. C  
Santa Ana CA, 92705  
Attention: Kim Hostler  
[kim.hostler@rov.ocgov.com](mailto:kim.hostler@rov.ocgov.com)  
714 567-5107

With a copy to:

County of Orange  
County Executive Office  
333 West Santa Ana Blvd., 3<sup>rd</sup> Floor  
Santa Ana, CA 92701-4084  
Attn: Thomas A. Miller,  
Chief Real Estate Officer

**29. ATTACHMENTS TO LICENSE (SALic-4.1 S)**

This License includes the following, which are attached hereto and made a part hereof:

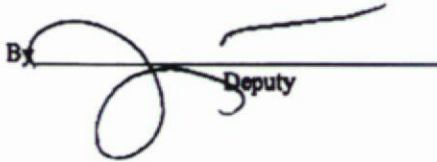
**I. EXHIBITS**

Exhibit A – License Area Description


**Exhibit B – Location Map**  
**Exhibit C – Official Ballot Drop Box Specifications**

IN WITNESS WHEREOF, the Parties have executed this License the day and year first above written.

APPROVED AS TO FORM:  
OFFICE OF COUNTY COUNSEL  
ORANGE COUNTY, CALIFORNIA

By  Deputy

**LICENSOR**

By   
Erik Peterson

Title Mayor

By   
Robin Estanislau

Title City Clerk

**RECOMMENDED FOR APPROVAL**

**REGISTRAR OF VOTERS**

By   
Neal Kelley, Registrar of Voters

APPROVED AS TO FORM

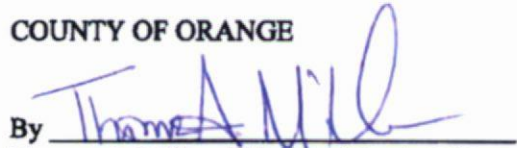
By:   
MICHAEL E. GATES  
CITY ATTORNEY  
CITY OF HUNTINGTON BEACH

**CEO/REAL ESTATE SERVICES**

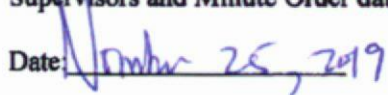
By   
Manager

**COUNTY**

COUNTY OF ORANGE

By   
Thomas A. Miller, Chief Real Estate Officer  
County Executive Office

Per Ordinance 15-009 of the Board of  
Supervisors and Minute Order date June 9, 2015

Date:  November 25, 2019



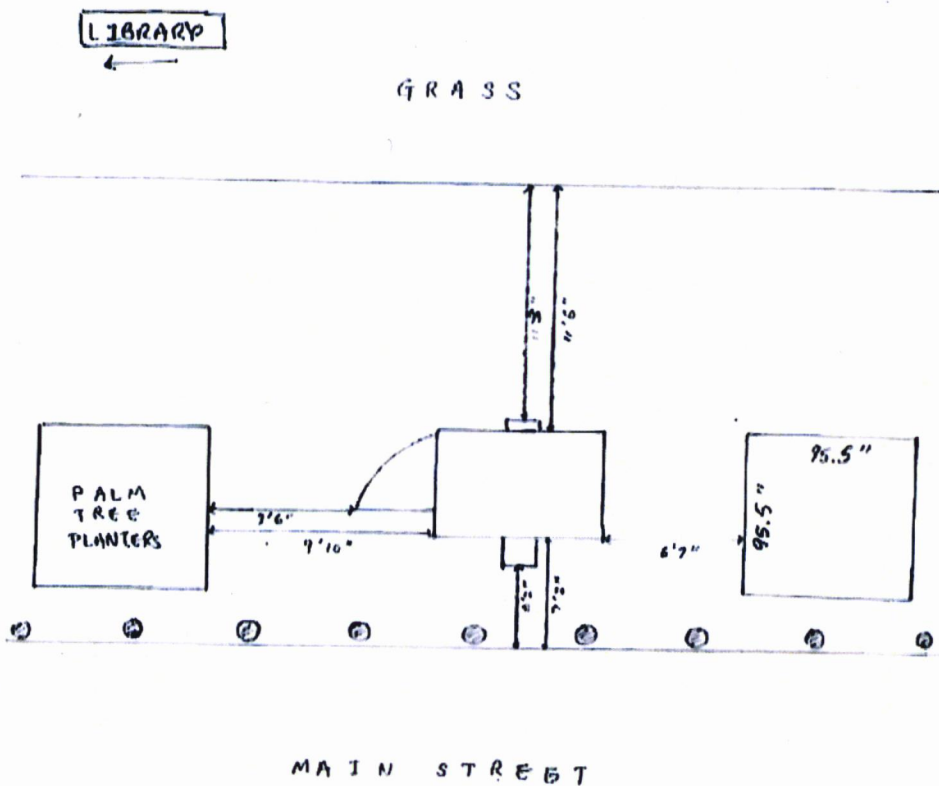
**EXHIBIT A**

**LICENSE AREA DESCRIPTION**

**NOT TO BE RECORDED**

ORANGE COUNTY REGISTRAR OF VOTERS  
**BALLOT DROP BOXES**

License Area Description - 2000 STREET, BEACH, CALIF.



KEY: ⊙ = BOLLARD



**EXHIBIT B**

**LOCATION MAP**

**GPS COORDINATES: 33°33'44"N 117°59'56"W**

**Main Street Branch Library**  
Address: 525 Main St, Huntington Beach, CA 92648



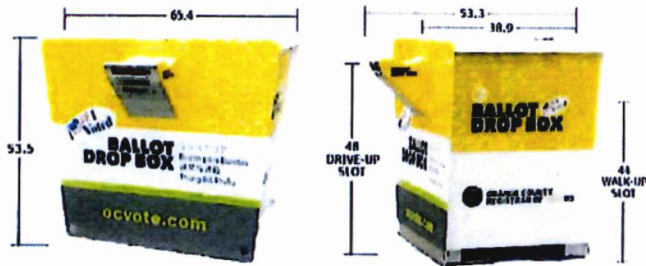
## EXHIBIT C

### OFFICIAL BALLOT DROP BOX SPECIFICATIONS

The Official Ballot Drop Box shall have the following specifications:

1. Metal construction
2. Weight: 1,000 pounds
3. Height: 53.5 inches
4. Width: 65.4 inches
5. Depth: 53.3 inches

As further detailed in the image below:



All boxes will need to be installed with anchor bolts designed for concrete or bolts cast into the concrete prior to box installation. Minimum installation requires four (4) bolts at  $\frac{3}{4}$ " (at minimum). There are eight (8) fabricated  $\frac{7}{8}$ " diameter holes with  $\frac{3}{16}$ " recess in the box specifically for these bolts.

Some installations may require leveling and pouring of a concrete pad, if no concrete pad currently exists or is not level at the install location. Additionally, any relocation or redirection of landscaping irrigation will be covered as part of the installation process.



License Number [LA-026]  
Registrar of Voters  
[CITY OF HUNTINGTON BEACH]

## LICENSE AGREEMENT

THIS LICENSE AGREEMENT (“**License**”) is made and entered into September 30, 2019 (“**Effective Date**”), by and between [CITY OF HUNTINGTON BEACH], (hereinafter referred to as “**Licensor**”) and the COUNTY OF ORANGE, a political subdivision of the State of California, through its REGISTRAR OF VOTERS (hereinafter referred to as “**County**”), without regard to number and gender. County and Licensor may sometimes hereinafter be referred to individually as “**Party**” or jointly as “**Parties.**”

### 1. DEFINITIONS (SALic-1.0 S)

The following words in this License shall have the significance attached to them in this Clause 1 (DEFINITIONS), unless otherwise apparent from context:

“**Chief Real Estate Officer**” means the Chief Real Estate Officer, County Executive Office, Real Estate Section, County of Orange, or upon written notice to County, such other person as shall be designated by the County Executive Officer.

“**County Executive Officer**” means the County Executive Officer, County Executive Office, County of Orange, or designee, or upon written notice to County, such other person or entity as shall be designated by the Board of Supervisors.

“**Official Ballot Drop Box**” means a mail ballot drop box.

### 2. LICENSE AREA (SALic-1.1 S)

Licensor grants to County, and its agents and contractors, the right to access and use a portion of that/those certain property(ies), described on Exhibit A and shown on Exhibit B (hereinafter referred to as the “**License Area(s)**”), which exhibits are attached hereto and by reference made a part hereof, together with non-exclusive, in common use of driveways for vehicle ingress and egress, pedestrian walkways, other facilities, and common areas appurtenant to the License Area. Licensor represents and warrants that the License Area is free and clear of easements, including utility easements that would impede the County’s use of the License Area, as set forth below. The Parties agree that the License Area may be modified by County pursuant to the terms herein. If, for example, the License Area includes multiple properties, the County may reduce the number of properties within the License Areas, pursuant to Clauses 6 and 21, below.

### 3. COUNTY AND PUBLIC USE (SALic-1.2 S)

- a. County's use of the License Area shall be limited to installing, operating, and maintaining an Official Ballot Drop Box on the License Area. County shall not use the License Area or any portion thereof for any illegal or unlawful purpose and will not cause or permit a nuisance to be created or maintained therein.

- b. The Parties further acknowledge and agree that the County's use of the License Area is for the operation of an Official Ballot Drop Box consistent with the California Voter's Choice Act. Licensor grants to voters, and other County invitees, the right of access to the License Area, described in Clause 2 (License Area), above, for purposes consistent with the conduct of, and participation in, an election. Licensor acknowledges that the Official Ballot Drop Box shall be open 24 hours a day for the 30 days prior to an election ("Election Period"). County shall endeavor to notify Licensor with an election schedule no later than 30 days before the Election Period pursuant to Clause 30 (NOTICES).
- c. Consistent with the uses outlined in this Clause 3, Licensor shall notify the County within 24 hours of any change to the License Area or surrounding property that would make the Official Ballot Drop Box inaccessible during the Election Period and frustrate the intent of this License.

#### **4. PARKING (SALic-1.3 S)**

Licensor, throughout the Term, as set forth below, shall provide County, and its invitees, with the non-exclusive use of parking spaces. The location and any rules or instructions for use of these parking spaces shall be determined by the Licensor and provided to the County no later than the commencement of the first Election Period after the Effective Date.

In addition to said parking spaces, Licensor shall also provide parking for disabled persons ("ADA Spaces") in accordance with the Americans with Disabilities Act, the California Uniform Building Code and the applicable codes and/or ordinances relating to parking for disabled persons as established by the local jurisdiction in which the License Area is located where the provisions of such local codes and/or ordinances exceed or supersede the State requirements.

#### **5. TERM (SALic-1.5 S)**

This License shall commence on the Effective Date written above and shall continue in effect for five (5) years ("Term") or as otherwise terminated in accordance with Clause 6 (TERMINATION) of this License.

#### **6. TERMINATION (SALic-1.6 S)**

This License shall be revocable by either Party at any time; however, as a courtesy, the terminating Party will attempt to give ninety (90) days written notice to the other Party prior to the termination date. In the event the County modifies the License Area pursuant to Section 21 (Amendments) – for example, by removing property or properties from the License Area – said modification shall not terminate the License for the remaining property or properties that comprise the License Area.

#### **7. LICENSE FEE (SALic-1.7 N)**

In consideration for the valuable public services provided to the citizens of the County of Orange performed by County consistent with Clause 3 (USE) above and pursuant to this License, the license fee shall be waived for County's use of the Licensed Area.

## **8. UTILITIES, MAINTENANCE AND JANITORIAL (SALic-1.8 S)**

Licensors shall be responsible for all janitorial, maintenance and repairs outside of the License Area, (including but not limited to: fire alarm, fire extinguisher, HVAC system, elevator maintenance, landscaping, pest control, and trash) unless such maintenance and repairs arise out of County's negligence or intentional acts not in accordance with the uses permitted herein, per Clause 3 (USE), above and not including normal wear and tear.

## **9. ALTERATIONS (SALic-1.9 S)**

County may make improvements and changes, at the County's expense, in and to the License Area, including, but not limited to changes described in Exhibit C, attached hereto, and those deemed necessary or appropriate by the County in its discretion, subject to advance written permission from Licensor. It is agreed that any such improvements attached to or placed upon the License Area by County shall be considered as personal property of County, who shall have the right, but not the obligation, to remove same. County agrees that the License Area shall be left in as good condition as when received, reasonable wear and tear excepted.

## **10. OWNERSHIP OF IMPROVEMENTS (SALic-2.0 S)**

- a. All improvements, constructed or placed within the License Area by County ("County Improvements") must, upon completion, be free and clear of all liens, claims, or liability for labor or material. The County Improvements shall remain property of County and shall be removed by County at the termination of this License, without damage to the License Area.
- b. The County Improvements to be installed on the License Area shall include the Official Ballot Drop Box as specified in the included Exhibit C. The County shall be responsible for all costs incurred in the installation of the County Improvements. The County's agents shall coordinate the installation of the County Improvements with the Licensor.

## **11. OPERATIONAL REQUIREMENTS OF COUNTY (SALic-2.1 N)**

County shall, to the satisfaction of Licensor, keep and maintain the License Area and all improvements of any kind in good condition and in substantial repair, normal wear and tear excepted. It shall be County's responsibility to take all steps necessary or appropriate to maintain such standard of condition and repair. Licensor shall endeavor to notify the County when Licensor observes that maintenance is necessary.

County expressly agrees to maintain the License Area in a safe, clean, wholesome, and sanitary condition, to the complete satisfaction of Licensor and in compliance with all applicable laws.

In the event the Licensor determines, in its reasonable discretion, that an employee, contractor, or invitee of County is failing to adhere to proper standards of public conduct, is in violation of any Licensor policy and/or is in any way disrupting the activities of the Licensor's employees, students, and/or invitees, the Licensor reserves the right to remove said individual, and/or require County to remove said individual from the License Area. If warranted, County shall endeavor to prohibit said individual's future access to the License Area, subject to applicable law.

## **12. VIDEO SECURITY SURVEILLANCE SYSTEM**

If feasible, the County shall have access to any video security surveillance footage recorded and stored by Licensor in order for the County to meet its statutory and regulatory requirements under the California Voter's Choice Act.

## **13. INDEMNIFICATION (SALic-2.3 S)**

- a. Licensor hereby agrees to indemnify, hold harmless, and defend County, its officers, agents, and employees, with counsel approved by County, against any and all claims, loss, demands, damages, cost, expenses or liability arising out of the ownership, maintenance, or use of the License Area by Licensor, except for liability arising out of the sole negligence of County, its officers, agents, or employees, including the cost of defense of any lawsuit arising therefrom. In the event County is named as co-defendant, Licensor shall notify County of such fact and shall represent County, with counsel approved by County, in such legal action unless County undertakes to represent itself as co-defendant in such legal action, in which event Licensor shall pay to County its litigation costs, expenses and attorneys' fees.
- b. County hereby agrees to indemnify, hold harmless, and defend Licensor, its officers, agents, and employees, against any and all claims, loss, demands, damages, cost, expenses or liability arising out of the use of the License Area by County, except for liability arising out of the negligence of Licensor, its officers, agents, or employees, including the cost of defense of any lawsuit arising therefrom. In the event Licensor is named as co-defendant, County shall notify Licensor of such fact and shall represent Licensor, with counsel approved by Licensor, in such legal action unless Licensor undertakes to represent itself as co-defendant in such legal action, in which event County shall pay to Licensor its litigation costs, expenses and attorneys' fees.
- c. In the event judgment is entered against County and Licensor because of the concurrent active negligence of County and Licensor, their officers, agents, or employees, an apportionment of liability to pay such judgment shall be made by a court of competent jurisdiction. Neither Party shall request a jury apportionment.
- d. The provisions of this Section shall survive the termination or expiration of this License.

## **14. ASSIGNMENT AND SUBAGREEMENTS (SALic-2.4 N)**

Any assignment of this License or sublicenses under this License require the prior written approval of Licensor, which approval will not be unreasonable withheld, conditioned or delayed.

## **15. EMPLOYMENT (N)**

No County employee shall be considered as an employee of the Licensor under the jurisdiction of Licensor, nor shall such County employees have any Licensor pension, civil service, or other status while an employee of County.

County shall have no authority to contract on behalf of Licensor. It is expressly understood and agreed by

both Parties hereto that County, while engaged in carrying out and complying with any terms of this License, is not acting as an agent, officer, or employee of Licensor.

#### **16. SIGNS (SALic-2.7 S)**

Licensor agrees to allow County to install and maintain any sign or display upon or in front of the License Area and/or property. Such signage shall comply with all applicable laws and zoning and site plan requirements and be consistent with Licensor signage on the property upon which the License Area is located.

#### **17. ELECTIONEERING**

No electioneering, is permitted within 100 feet of the Official Ballot Drop Box during the Election Period. Licensor agrees that County and its staff may take steps they deem reasonably necessary to stop or prevent such electioneering. Licensor, its officers, agents, and employees will refrain from erecting or permitting any sign, display, or other demonstration that may have the effect of influencing or intimidating voters during the Election Period. County may take the steps they deem reasonably necessary to obscure or remove any such sign, display, or other demonstration. For purposes of this section, "electioneering" means the visible display or audible dissemination of information that advocates for or against any candidate or measure on the ballot within 100 feet of the Official Ballot Drop Box. Such electioneering information includes but is not limited to,

1. Display of a candidate's name, likeness, or logo;
2. A display of a ballot measure's number, title, subject, or logo;
3. Buttons, hats, pencils, pens, shirts, signs, or stickers containing electioneering information;
4. Dissemination of audible electioneering information; and/or
5. Loitering near or disseminating visible or audible electioneering information.

#### **18. AUTHORITY (SALic-2.8 S)**

The persons executing the License below on behalf of County or Licensor warrant that they have the power and authority to bind County or Licensor to this License.

#### **19. LICENSE ORGANIZATION (SALic-2.9 S)**

The various headings and numbers herein, the grouping of provisions of this License into separate clauses and paragraphs, and the organization hereof, are for the purpose of convenience only and shall not be considered otherwise.

#### **20. AMENDMENTS (SALic-3.0 S)**

This License is the sole and only agreement between the Parties regarding the subject matter hereof; other agreements, either oral or written, are void. Any changes to this License shall be in writing and shall be properly executed by both Parties; however, County may modify the License Area, in its discretion, upon written notification from the Chief Real Estate Officer informing Licensor of the modification and the date



the modification will become effective. Based on such written notice the Parties agree to thereafter amend this License to reflect the revised License Area if so desired by either Party.

#### **21. PARTIAL INVALIDITY (SALic-3.1 S)**

If any term, covenant, condition, or provision of this License is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder of the provisions hereof shall remain in full force and effect and shall in no way be affected, impaired, or invalidated thereby.

#### **22. WAIVER OF RIGHTS (SALic-3.2 S)**

The failure of Licensor or County to insist upon strict performance of any of the terms, conditions, and covenants in this Lease shall not be deemed a waiver of any right or remedy that Licensor or County may have, and shall not be deemed a waiver of any right or remedy for a subsequent breach or default of the terms, conditions, and covenants herein contained.

#### **23. GOVERNING LAW AND VENUE (SALic-3.3 N)**

This License has been negotiated and executed in the State of California and shall be governed by and construed under the laws of the State of California. In the event of any legal action to enforce or interpret this License, the sole and exclusive venue shall be a court of competent jurisdiction located in Orange County, California, and the Parties hereto agree to and do hereby submit to the jurisdiction of such court, notwithstanding Code of Civil Procedure section 394.

The Parties expressly understand and agree that this License constitutes a license for use of the License Area. This License is not intended by the Parties, nor shall it be legally construed, to convey a leasehold, easement, or other interest in real property. County acknowledges that a license is a valid form of agreement and shall not contest the validity of the form of this License in any action or proceeding brought by County against the Licensor, or by the Licensor against County. Should either Party be compelled to institute arbitration, legal, or other proceedings against the other for or on account of the other Party's failure or refusal to perform or fulfill any of the covenants or conditions of this License on its part to be performed or fulfilled, the Parties agree that the rules and principles applicable to licenses shall govern such actions or proceedings.

#### **24. ATTORNEYS' FEES (SALic-3.4 S)**

In the event of a dispute between Licensor and County concerning claims arising out of this License, or in any action or proceeding brought to enforce or interpret any provision of this License or where any provision hereof is validly asserted as a defense, each Party shall bear its own attorney fees and costs.

#### **25. TIME OF ESSENCE (SALic-3.5 S)**

Time is of the essence of this License. Failure to comply with any time requirements of this License shall constitute a material breach of this License.

#### **26. CONDITION OF LICENSE AREA UPON TERMINATION (SALic-3.7 S)**

Except as otherwise agreed to herein, upon termination of this License, County shall redeliver possession of said License Area to Licensor in substantially the same condition that existed immediately prior to County's entry thereon, reasonable wear and tear, flood, earthquakes, war, and any act of war excepted.

**27. RELATIONSHIP OF PARTIES (SALic-3.9 S)**

The relationship of the parties hereto is that of Licensor and County, and it is expressly understood and agreed that Licensor does not in any way or for any purpose become a partner of or a joint venture with County in the conduct of County's business or otherwise.

**28. NOTICES (SALic-4.0 S)**

All written notices pursuant to this License shall be addressed as set forth below or as either Party may hereafter designate by written notice and shall be deemed delivered upon personal delivery, delivery by facsimile machine, electronic mail, or seventy-two (72) hours after deposit in the United States Mail.

To: COUNTY

County of Orange  
Registrar of Voters  
Facilities Operations  
1300 South Grand Ave., Bldg. C  
Santa Ana CA, 92705  
Attention: Kim Hostler  
[kim.hostler@rov.ocgov.com](mailto:kim.hostler@rov.ocgov.com)  
714 567-5107

With a copy to:

County of Orange  
County Executive Office  
333 West Santa Ana Blvd., 3<sup>rd</sup> Floor  
Santa Ana, CA 92701-4084  
Attn: Thomas A. Miller,  
Chief Real Estate Officer

**29. ATTACHMENTS TO LICENSE (SALic-4.1 S)**

This License includes the following, which are attached hereto and made a part hereof:

I. EXHIBITS

Orange County

7

[CITY OF HUNTINGTON BEACH]

To: LICENSOR

City Huntington Beach  
2000 Main St  
Huntington Beach CA, 92648  
Attention: Robin Estanislau  
[Robin.Estanislau@surfcity-hb.org](mailto:Robin.Estanislau@surfcity-hb.org)  
714 536-5404

With a copy to:

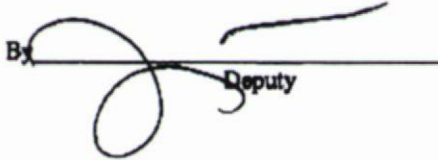
Rent Free Acquisition License  
Registrar of Voters  
License Number [LA-026]


**Exhibit A – License Area Description**  
**Exhibit B – Location Map**  
**Exhibit C – Official Ballot Drop Box Specifications**

IN WITNESS WHEREOF, the Parties have executed this License the day and year first above written.

APPROVED AS TO FORM:  
OFFICE OF COUNTY COUNSEL  
ORANGE COUNTY, CALIFORNIA

**LICENSOR**

By  Deputy

By   
Erik Peterson

Title Mayor


By   
Robin Estanislau

Title City Clerk

**RECOMMENDED FOR APPROVAL**

**REGISTRAR OF VOTERS**

By   
Neal Kelley, Registrar of Voters

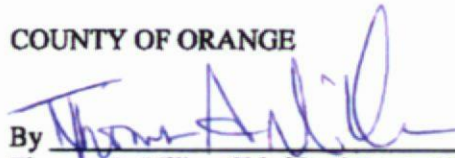
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CITY ATTORNEY  
CITY OF HUNTINGTON BEACH

**CEO/REAL ESTATE SERVICES**

By   
Manager

**COUNTY**

COUNTY OF ORANGE

By   
Thomas A. Miller, Chief Real Estate Officer  
County Executive Office  
Per Ordinance 15-009 of the Board of  
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Date: November 25, 2019

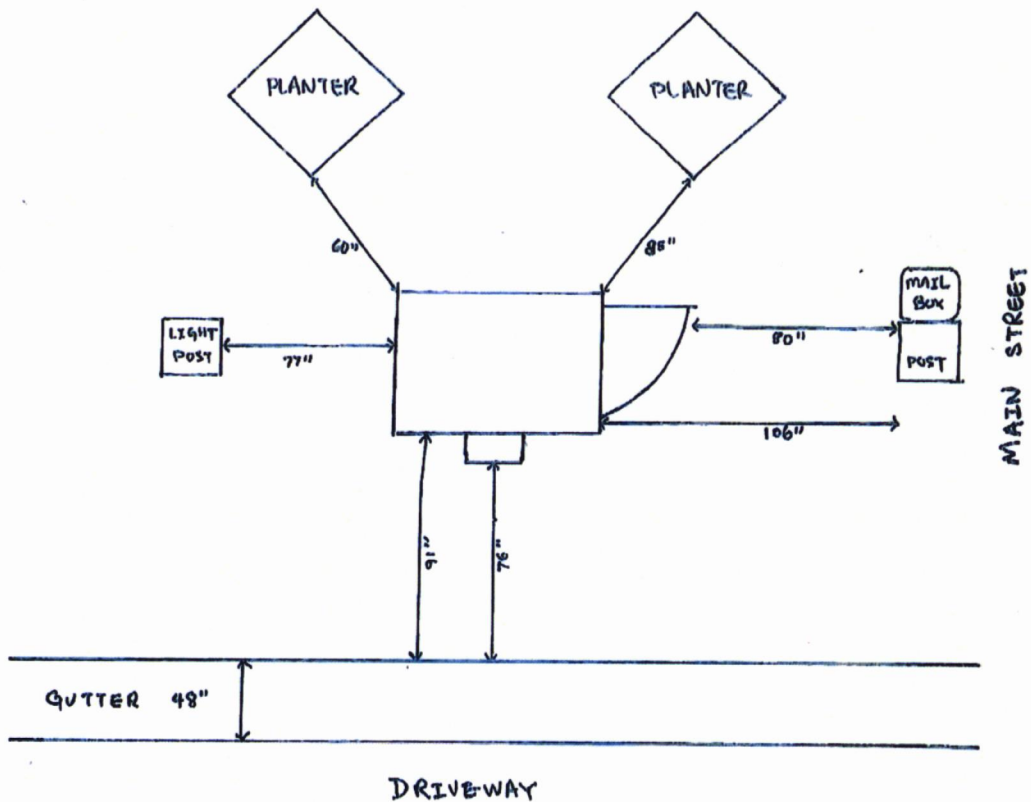
**EXHIBIT A**

**LICENSE AREA DESCRIPTION**

**NOT TO BE RECORDED**

ORANGE COUNTY REGISTRAR OF VOTERS  
**BALLOT DROP BOXES**

License Area Description  
HUNTINGTON BEACH CIVIC CENTER



Please call our Vote Center staff at 714.644.1993 for more information or questions.



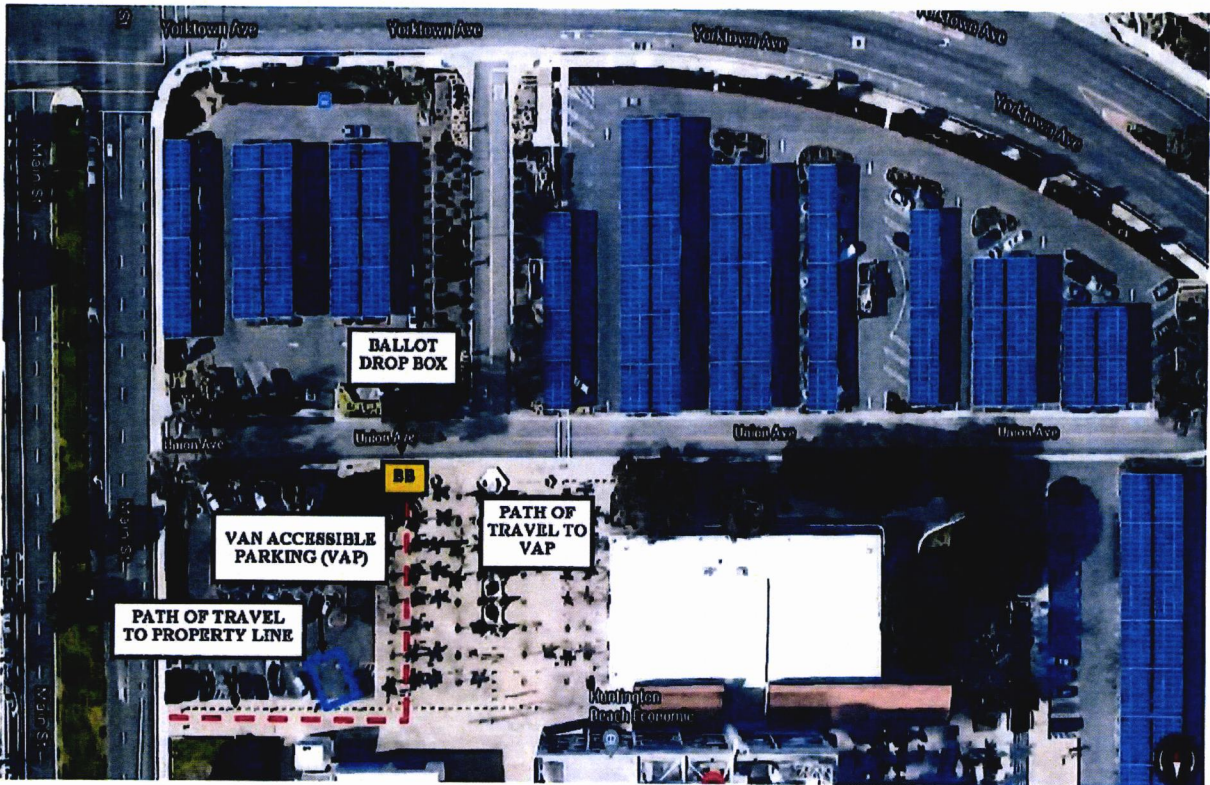
**EXHIBIT B**

**LOCATION MAP**

**GPS COORDINATES: 33°40'44" N 118°0'4" W**

**Huntington Beach Civic Center**

2000 Main St, Huntington Beach, CA 92648



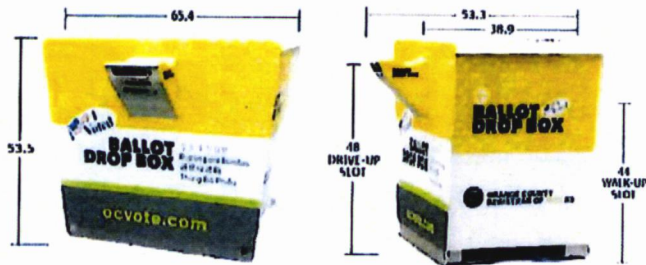
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### **OFFICIAL BALLOT DROP BOX SPECIFICATIONS**

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# City of Huntington Beach

2000 Main Street ♦ Huntington Beach, CA 92648

(714) 536-5227 ♦ [www.huntingtonbeachca.gov](http://www.huntingtonbeachca.gov)

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**Office of the City Clerk**  
Robin Estanislau, City Clerk

November 14, 2019

County of Orange  
Registrar of Voters  
Facilities Operations  
1300 South Grand Ave., Bldg. C  
Santa Ana, CA 92705  
Attn: Kim Hostler

Dear Ms. Hostler:

Enclosed please find two partially executed originals of the "License Agreement" between the County of Orange and the City of Huntington Beach to install, operate and maintain official and secure Ballot Drop Boxes at the Huntington Beach Civic Center and the Main Street Library, approved by the Huntington Beach City Council on November 4, 2019.

Upon complete execution, please return copies of the fully executed agreements to us. Please mail the Agreements to:

Robin Estanislau  
City Clerk  
2000 Main Street, 2<sup>nd</sup> Floor  
Huntington Beach CA 92648

Your attention to this matter is greatly appreciated.

Sincerely,

Robin Estanislau, CMC  
City Clerk

RE:ds

Enclosures