



Registrar of Voters
1300 S Grand Ave, Building C
Santa Ana

VOTE CENTER ENTRY PERMIT (LICENSE)

THIS IS A LICENSE TO ENTER (“**Permit**”) executed January 7, 2021 (“**Effective Date**”), by and between CITY OF HUNTINGTON BEACH, (hereinafter referred to as “**Permitter**”) and the COUNTY OF ORANGE, a political subdivision of the State of California (hereinafter referred to as “**County**” or “**Permittee**”) without regard to number or gender. Permitter and County may sometimes hereinafter be individually referred to as “**Party**” or jointly as “**Parties**.”

1. **PURPOSE:** Pursuant to Section 12283 of the Election Code, which authorizes an Election Official to request the use of a public building to be used as a polling place or voting center as needed, and to provide in-person voting sites for voters, Permitter hereby grants to County use of the MURDY COMMUNITY CENTER, STUDIO property located at 7000 Norma Dr, Huntington Beach, CA (“**Property**”) on February 26, 2021, and terminating on March 16, 2021 (“**Term**”).
 2. **AREA AND USE:** Permitter grants County and its invitees and licensees permission to enter and use the Property described above for the purpose of providing a vote center for voters. County agrees not to use the Property for any other purpose, nor to engage in or permit any other activity within or from the Property. County further agrees not to conduct or permit to be conducted any public or private nuisance in, on, or from the Property and to comply with all governmental laws and regulations in connection with its use of the Property.
- 2.1. **DATES AND HOURS OF USE AND ACCESS:** Permitter specifically grants County and its invitees and licensees permission to enter and use the Property for the purpose of providing an early voting location as follows:

Vote Center Dates	Vote Center Staff Hours	Vote Center Public Hours
Thursday, March 4	8am – 5pm	n/a
Friday, March 5	8am – 5pm	n/a
Saturday, March 6	7:30am – 9pm	8am – 8pm
Sunday, March 7	7:30am – 9pm	8am – 8pm
Monday, March 8	7:30am – 9pm	8am – 8pm
Tuesday, March 9	6:30am – 10pm	7am – 8pm
Wednesday, March 10	8am – 5pm	n/a

Vote Center Equipment Delivery and Pick-Up
Delivery Date Period: Friday, February 26 through Thursday, March 4
Pick-up Date Period: Thursday, March 11 through Tuesday, March 16

Permitter shall provide County staff with the means necessary to access the Property no later than Thursday, March 4, 2021. If Permitter is unable or unwilling to provide County staff with the means necessary to access the Property, Permitter shall provide staff to open and close the Property during the hours stated in the table above.

Permitter shall provide any necessary parking passes to County staff no later than Friday, February 19, 2021.

2.2. PROPERTY EQUIPMENT AND SUPPLIES. The Permitter acknowledges and agrees that it will supply the County with the equipment and supplies listed in Attachment 1.

2.3. PERMITTER OBLIGATIONS. The Permitter acknowledges that the County must have exclusive access to the Property during the dates and hours described in Section 2.1, above. To that end, the Permitter agrees to the following:

2.3.1. The Permitter shall secure the Property.

2.3.2. The Permitter shall prohibit access to the Property for purposes other than elections operations.

2.3.3. The Permitter shall provide 2 designated parking stalls for the County's exclusive use for placement of a temporary portable storage container for equipment and supplies.

2.3.4. The Permitter shall not disrupt, or allow to be disrupted, the organization or layout of the Property.

2.3.5. The Permitter shall not schedule, or allow to be scheduled, events or activities on the Property.

2.3.6. The Permitter shall provide restroom access for County staff.

2.3.7. The Permitter shall provide free parking for voters and County staff.

2.3.8. The Permitter shall provide electricity, including but not limited to, functioning electrical outlets on the Property.

2.3.9. The Permitter shall ensure the Property has adequate lighting both inside the Property and outside the Property.

2.3.10. The Permitter shall, if identified by County, allow for drive-thru VBM option in their parking lot that would allow the voter's to drop-off their ballot without exiting their vehicles. Logistics and set up will be responsibility of County staff.

2.4. EQUIPMENT DELIVERY DATES. The Permitter shall coordinate with the County designated

equipment delivery company to establish a mutually agreed upon date and time for portable storage container delivery for delivery no later than March 1, 2021.

2.5. EQUIPMENT REMOVAL DATES. The Permitter shall coordinate with the County designated equipment delivery company to establish a mutually agreed upon date and time for portable storage container removal which shall occur no later than March 16, 2021.

3. UTILITIES, MAINTENANCE AND JANITORIAL: Permitter shall pay all the charges for the following utilities: water, gas, electricity, trash disposal and sewer. Permitter shall provide air conditioning and/or heating on the Property during the dates and hours described in Section 2.1, above.

Permitter shall be responsible for all maintenance and repairs (including but not limited to: fire alarm, 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 2 (AREA AND USE) above, and excluding normal wear and tear.

County shall be responsible for payment of any janitorial service, telephone service, cable service, internet service, and any other costs not provided for in this section.

4. INDEMNIFICATION: County hereby agrees to indemnify, hold harmless, and defend Permitter against any and all claims, loss, demands, damages, cost, expenses or liability arising out of the use of the Property, except for liability arising out of the concurrent active or sole negligence of, Permitter including the cost of defense of any lawsuit arising therefrom. In the event Permitter is named as co-defendant, County shall notify Permitter of such fact and shall represent Permitter, in such legal action unless Permitter undertakes to represent itself as co-defendant in such legal action, in which event County shall pay to Permitter its litigation costs, expenses and attorney's fees. In the event judgment is entered against County and Permitter because of the concurrent active negligence of County and Permitter, 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. Permitter shall be covered under County's program of self-insurance.
5. COUNTY INSURANCE: County shall maintain a program of self-insurance at its own expense for its liability exposures including commercial general liability with a minimum limit of \$1,000,000 per occurrence and a \$2,000,000 aggregate, auto liability with a minimum limit of \$1,000,000 per occurrence, Workers Compensation with statutory limit and Employers' Liability with a \$1,000,000 limit. Evidence of the County's self-insurance shall be provided upon request with Property Owner named as an Indemnified Party.
6. ATTORNEYS' FEES: In any action or proceeding to enforce or interpret any provision of this Permit, or where any provision hereof is validly asserted as a defense, the Parties shall bear their own attorneys' fees, costs and expenses.
7. GOVERNING LAW AND VENUE: This Permit 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 Permit, 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.

8. NOTICES: All written notices pursuant to this Permit 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. Any written correspondence between the Parties shall be addressed as follows:

COUNTY

County of Orange
Registrar of Voters
Facilities Services
1300 South Grand Avenue
Building C
Santa Ana, CA 92705
Attention: Administrative Manager
Email: Kimberly.Golden@rov.ocgov.com

PERMITTER

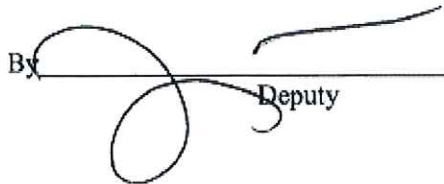
City of Huntington Beach
2000 Main Street
Huntington Beach, CA 92648
Attention: Robin Estanislau
Robin.Estanislau@surfcity-hb.org

--Signatures Follow--

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

APPROVED AS TO FORM:

Office of County Counsel
Orange County, California

By  Deputy

Date: 01/06/2021

PERMITTER

City of Huntington Beach

By _____
Name
Title

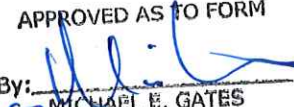
Date: _____

COUNTY

COUNTY OF ORANGE

By _____
Neal Kelley,
Registrar of Voters
Per Resolution No. 20-091
and Minute Order dated July 14, 2020

Date: _____

APPROVED AS TO FORM
By: 
MICHAEL E. GATES
CITY ATTORNEY
CITY OF HUNTINGTON BEACH

ENTRY PERMIT (LICENSE)

Attachment 1

Pursuant to Section 2.2 of this Permit, Permitter shall

1. Provide four (4) six-foot tables and six (6) chairs. If Permitter is unable to provide this equipment, it shall notify the County within 20 days before the event if the facility cannot provide tables and chairs.
2. Remove any and all items, except for the provided tables and chairs, if applicable.
3. If Permitter Staff is assigned to open facility and is running late, they are to contact the County immediately at (714) 954-1901.
4. Permitter shall provide soap, water, paper towels in restrooms to ensure proper hygiene. Provide stock supplies available over the weekend.
5. Permitter shall provide to County facility primary contact and emergency contact information.
6. The designated area for POD placement will be in close proximity to the building and be finalized 20 days before Election period begins.