

## LICENSE AGREEMENT

THIS LICENSE AGREEMENT ("License") is made and entered into September 1, 2020 ("Effective Date"), by and between [CITY OF PORTERVILLE], (hereinafter referred to as "Licensor") and the COUNTY OF TULARE, 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. **LICENSE AREA.** 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 (hereinafter referred to as the "License Area(s)"), which exhibit is attached hereto and by reference made a part hereof, together with nonexclusive, 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.
2. **COUNTY AND PUBLIC USE.**
  - 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.

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,. County agrees that the License Area shall be left in as good condition as when received, reasonable wear and tear excepted.

**9. OWNERSHIP OF IMPROVEMENTS.**

- 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 B. 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.

**10. OPERATIONAL REQUIREMENTS OF COUNTY.** 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, or other individual 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, agents, 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.

**11. 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.

carrying out and complying with any terms of this License, is not acting as an agent, officer, or employee of Licensor.

15. **SIGNS.** 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.
16. **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 authorizing a permit for 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,
  - i. Display of a candidate’s name, likeness, or logo;
  - ii. DA display of a ballot measure’s number, title, subject, or logo;
  - iii. Buttons, hats, pencils, pens, shirts, signs, or stickers containing electioneering information;
  - iv. Dissemination of audible electioneering information; and/or
  - v. Loitering near or disseminating visible or audible electioneering information.
17. **AUTHORITY.** 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.
18. **HEADINGS.** 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.
19. **AMENDMENTS.** 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

- 25. CONDITION OF LICENSE AREA UPON TERMINATION.** 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.
- 26. RELATIONSHIP OF PARTIES.** 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.
- 27. NOTICES.** 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 Tulare  
Registrar of Voters  
5951 S. Mooney Blvd  
Visalia, CA 93277  
Attention: Suzette Machado  
[SMachado@co.tulare.ca.us](mailto:SMachado@co.tulare.ca.us)  
(559) 624-7301

To: LICENSOR

City of Porterville  
291 N Main St  
Porterville, CA 93257  
Attention: Patrice Hildreth  
[cityclerk@ci.porterville.ca.us](mailto:cityclerk@ci.porterville.ca.us)  
(559) 782-7441

- 28. ATTACHMENTS TO LICENSE.** The License includes the following, which are attached hereto and made a part hereof: Exhibit A – License Area Description and Map and Exhibit B—Official ballot Drop Box Specifications.

***The remainder of this page intentionally left blank.***

Tulare County Registrar of Voters  
[CITY OF PORTERVILLE]  
Rent Free Acquisition License

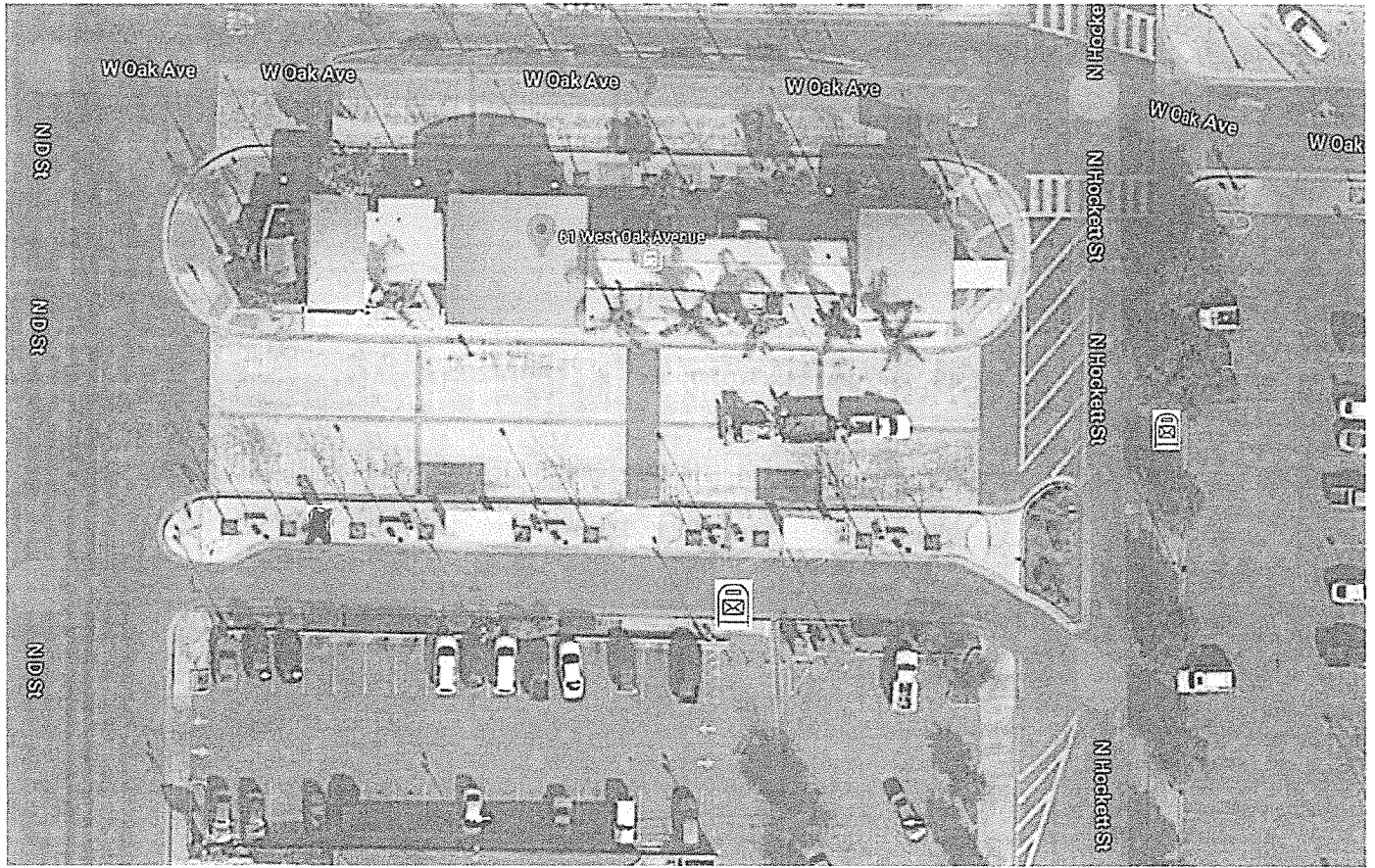
**EXHIBIT A**

Ballot Box 1

# Google Maps

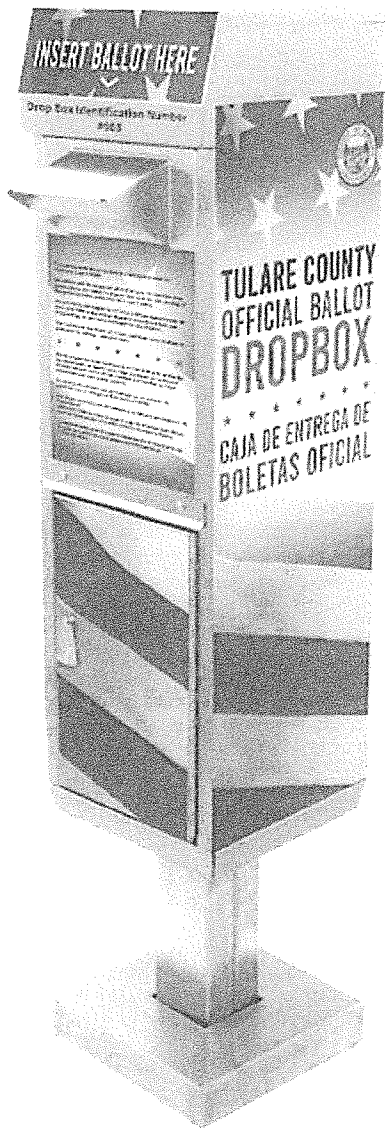


Imagery ©2020 Maxar Technologies, Map data ©2020 50 ft





**EXHIBIT B**



Outside Dimensions: (inches)	12' x 12' x 38' high
Anti-tamper chute dimensions: (inches)	6.5' x .5'
Capacity:	260+ Ballots
Material Type:	Brushed Stainless Steel
Part ID:	3107

Installed box at the Auditor's office rose garden in Visalia.

