

ITEM: APPROVE LICENSE AGREEMENT WITH SAN JOAQUIN COUNTY ALLOWING THE INSTALLATION OF A PERMANENT ELECTION BALLOT BOX IN THE CITY HALL PARKING LOT

RECOMMENDATION: Adopt Resolution Authorizing the City Manager to Execute License Agreement with San Joaquin County Registrar of Voters for the Installation of a Permanent Vote-By-Mail Ballot Box in the City Hall Parking Lot

SUMMARY:

The California Secretary of State, County and Local Election Officials throughout the state have been making significant efforts and changes to increase voter engagement and election security. Earlier this year, the San Joaquin County Registrar of Voters proposed to all San Joaquin County local agencies the installation of permanent vote-by-mail ballot boxes, to replace temporary, portable ballot boxes. This proposed upgrade complies with California Election Code Section 3025.5, which requires at a minimum:

- At least one vote-by-mail ballot drop-off location for every 30,000 registered voters within the jurisdiction where the election is held.
- A vote by mail ballot drop-off location provided for under this section consists of a secure, accessible, and locked ballot box located as near as possible to established public transportation routes and that is able to receive voted ballots.
- All vote by mail ballot drop-off locations shall be open at least during regular business hours beginning not less than 28 days before the day of the election, and on the day of the election.
- At least one vote by mail ballot drop-off location shall be an exterior drop box that is available for a minimum of 12 hours per day.

Over the years, the Lathrop City Hall has consistently been designated as a vote-by-mail ballot drop-off location during Primary and General Elections in San Joaquin by the Registrar of Voters office. Per California Election Code Section 3025(2), a "vote-by-mail ballot drop-off location" means a location consisting of a secured vote by mail ballot drop box at which a voted vote by mail ballot may be returned to the elections official from whom it was obtained.

In prior years, the vote-by-mail ballot drop box has been located inside City Hall, near the Finance Department utility payment counter. The San Joaquin County Registrar of Voters proposes that the new permanent vote-by-mail ballot drop box be located in the South-East portion of the City Hall parking lot, accessible from the North and West entrances of City Hall (Exhibit A of the Agreement; see image location below).

CITY MANAGER'S REPORT
JUNE 10, 2024 CITY COUNCIL REGULAR MEETING
APPROVE LICENSE AGREEMENT WITH SAN JOAQUIN COUNTY ALLOWING
THE INSTALLATION OF A PERMANENT ELECTION BALLOT BOX



Image of the South-East Side of the Lathrop City Hall Parking Lot.



Additional Image of the South-East Side of the Lathrop City Hall Parking Lot.

The San Joaquin County Registrar of Voters vote-by-mail ballot drop box will be open and accessible during business hours for the 30 days prior to an election, and from 7 a.m. to 8 p.m. during Election Day, pursuant to the laws set forth within the California Elections Code and Code of Regulations, also known as the "Election Period".

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During times outside of the designated Election Period, the lid to the vote-by-mail ballot drop box will be closed and locked. Additionally, the San Joaquin County Registrar of Voters will provide a 24-hour surveillance camera to ensure the necessary security during the Election Period. The surveillance camera will be monitored by the San Joaquin County Registrar of Voters and the San Joaquin County Sheriff's Office.

There will be a second vote-by-mail ballot drop box location in Lathrop at La Reina Supermarket, 1357 E. Louise Avenue, Lathrop, CA 95330. This location is privately owned and does not require City Council approval. The same levels of security will be applied to this location by the San Joaquin County Registrar of Voters. Lastly, during the 2024 March Primary Election staff tried the outside vote-by-mail ballot drop box location at City Hall. The ballot box was secured with heavy duty chains to a metal pole. While residents required a little readjusting to the new location, voter turnout significantly increased according to the feedback received by the San Joaquin County Registrar of Voters. There were also no reported issues during the said trial Election Period. The ballot box currently sits secured, locked, unbolted to the cement, pending City Council consideration of the permanent location License Agreement.

Therefore, staff requests City Council consideration of the proposed resolution authorizing the City Manager to execute a License Agreement with San Joaquin County Registrar of Voters for the installation of a permanent vote-by-mail ballot box in the City Hall parking lot.

BACKGROUND:

The San Joaquin County Registrar of Voters is the Elections Official for San Joaquin County. Additionally, Registrar of Voters provides consolidated election services to the cities, schools and special districts of San Joaquin County. Earlier this year, the San Joaquin County Registrar of Voters proposed to all San Joaquin County local agencies the installation of permanent vote-by-mail ballot boxes, to replace temporary ballot boxes, and comply with California Election Code Section 3025.5, which requires at least one vote-by-mail ballot drop-off location for every 30,000 registered voters within the jurisdiction where the election is held. The Registrar of Voters undertakes necessary measures in ensuring that voting locations and services meet the guidelines promulgated by the Secretary of State for accessibility. In determining locations, the Registrar of Voters shall, at a minimum, consider concentrations of population, geographic areas, voter convenience, proximity to public transportation, community-based locations, and security. Over the years, the Lathrop City Hall has consistently been designated a ballot drop-off location during Primary and General Elections in San Joaquin by the Registrar of Voters office. In prior years, the vote-by-mail ballot drop box has been located inside City Hall, near the Finance Department payment counter. The San Joaquin County Registrar of Voters proposes that the new permanent vote-by-mail ballot drop box be located in the City Hall parking lot, accessible from the North and West entrances of City Hall.

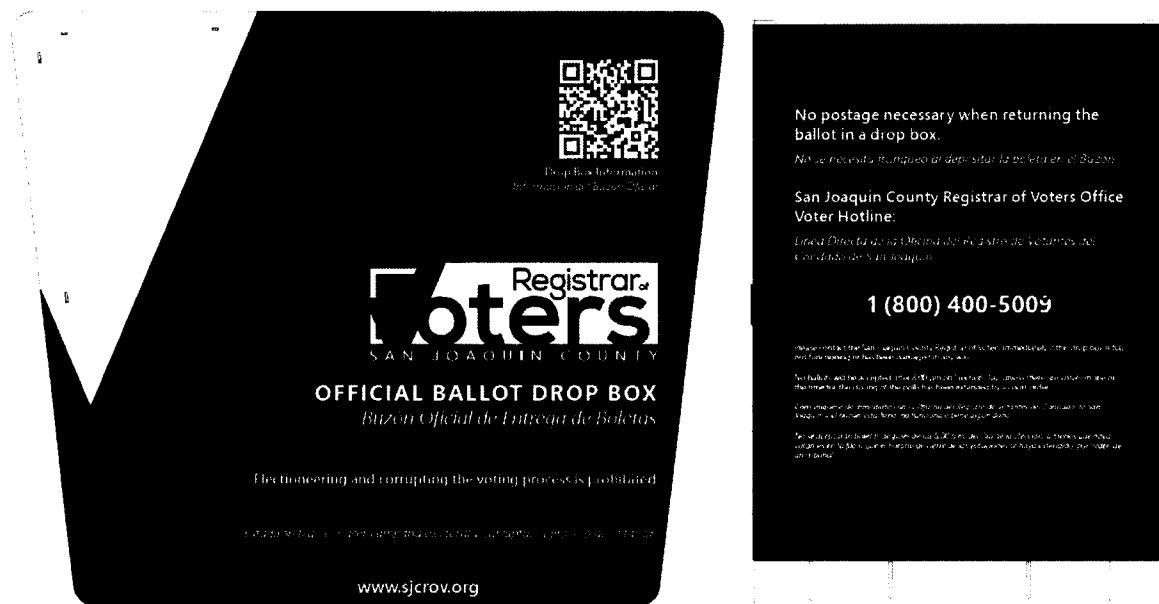
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The San Joaquin County Registrar of Voters vote-by-mail ballot drop box will be open and accessible during business hours for the 30 days prior to an election, and from 7 a.m. to 8 p.m. during Election Day, pursuant to the laws set forth within the California Elections Code and Code of Regulations. Times outside of the designated Election Period, the lid to the vote-by-mail ballot drop box will be closed and not inaccessible. Additionally, the San Joaquin County Registrar of Voters will provide a 24-hour surveillance camera to ensure the additional security during the Election Period.

The vote-by-mail 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 images 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 ¾" (at minimum). There are eight (8) fabricated 7/8" diameter holes with 3/16" recess in the box specifically for these bolts. Some installations may require leveling and pouring of a small concrete pad, if no concrete pad currently exists or is not level at the install location.

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REASON FOR RECOMMENDATION:

Staff recommends City Council consideration of the proposed resolution authorizing the City Manager to execute a License Agreement with San Joaquin County Registrar of Voters for the installation of a permanent vote-by-mail ballot box in the City Hall parking lot. This service during the Election Period provides voting accessibility and voters can confidently drop off their ballots in a secure environment.

FISCAL IMPACT:

At this time, there is no direct fiscal impact to the city. The installation, maintenance and security costs are provided by the San Joaquin County Registrar of Voters.

ATTACHMENTS:

- A. Resolution Authorizing the City Manager to Execute License Agreement with San Joaquin County Registrar of Voters for the Installation of a Permanent Vote-By-Mail Ballot Box in the City Hall Parking Lot
- B. Proposed License Agreement between the City of Lathrop and San Joaquin County Registrar of Voters for Permanent Vote-by-Mail Drop Box

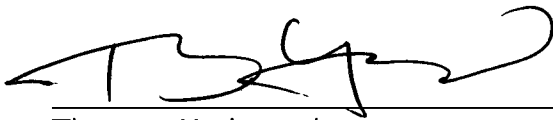
CITY MANAGER'S REPORT
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APPROVALS:



Teresa Vargas
Government Services Director &
City Clerk

4/5/24
Date



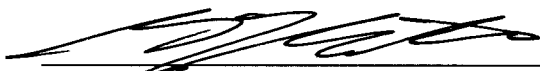
Thomas Hedegard
Deputy City Manager

6/5/2024
Date



Salvador Navarrete
City Attorney

6.5-2024
Date



Stephen J. Salvatore
City Manager

6.5.24
Date

RESOLUTION NO. 24-

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LATHROP AUTHORIZING THE CITY MANAGER TO EXECUTE LICENSE AGREEMENT WITH SAN JOAQUIN COUNTY REGISTRAR OF VOTERS FOR THE INSTALLATION OF A PERMANENT VOTE-BY-MAIL BALLOT BOX IN THE CITY HALL PARKING LOT

WHEREAS, the California Secretary of State, County and Local Election Officials throughout the state have been making significant efforts and changes to increase voter engagement and election security; and

WHEREAS, earlier this year, the San Joaquin County Registrar of Voters proposed to all San Joaquin County local agencies the installation of permanent vote-by-mail ballot boxes, to replace temporary, portable ballot boxes; and

WHEREAS, this proposed upgrade complies with California Election Code Section 3025.5, which requires at a minimum:

- At least one vote-by-mail ballot drop-off location for every 30,000 registered voters within the jurisdiction where the election is held.
- A vote by mail ballot drop-off location provided for under this section consists of a secure, accessible, and locked ballot box located as near as possible to established public transportation routes and that is able to receive voted ballots.
- All vote by mail ballot drop-off locations shall be open at least during regular business hours beginning not less than 28 days before the day of the election, and on the day of the election.
- At least one vote by mail ballot drop-off location shall be an exterior drop box that is available for a minimum of 12 hours per day; and

WHEREAS, the Lathrop City Hall has consistently been designated a ballot drop-off location during Primary and General Elections in San Joaquin by the Registrar of Voters office; and

WHEREAS, in prior years, the vote-by-mail ballot drop box has been located inside City Hall, near the Finance Department utility payment counter; and

WHEREAS, the San Joaquin County Registrar of Voters is proposing that the new permanent vote-by-mail ballot drop box be located in the South-East portion of the City Hall parking lot, accessible from the North and West entrances of City Hall; and

WHEREAS, the San Joaquin County Registrar of Voters vote-by-mail ballot drop box will be open and accessible during business hours for the 30 days prior to an election, and from 7 a.m. to 8 p.m. during Election Day, pursuant to the laws set forth within the California Elections Code and Code of Regulations, this is also known as the "Election Period"; and

WHEREAS,

WHEREAS, times outside of the designated Election Period, the lid to the vote-by-mail ballot drop box will be closed and locked; and

WHEREAS, the San Joaquin County Registrar of Voters will provide a 24-hour surveillance camera to ensure the necessary security during the Election Period. The surveillance camera will be monitored by the San Joaquin County Registrar of Voters and the San Joaquin County Sheriff's Office; and

WHEREAS, during the 2024 March Primary Election staff tried the outside vote-by-mail ballot drop box location at City Hall. The ballot box was secured with heavy duty chains to a metal pole; and

WHEREAS, there were no reported issues during the said trial Election Period. The ballot box currently sits secured, locked, unbolted to the cement, pending City Council consideration of the permanent location License Agreement.

NOW, THEREFORE, BE IT RESOLVED, that the City Council of the City of Lathrop hereby authorizes the City Manager to execute a License Agreement with San Joaquin County Registrar of Voters for the installation of a permanent vote-by-mail ballot box in the City Hall parking lot.

The foregoing resolution was passed and adopted this 10th day of June 2024, by the following vote of the City Council, to wit:

AYES:

NOES:

ABSENT:

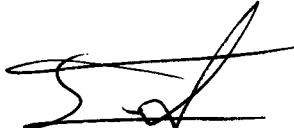
ABSTAIN:

Sonny Dhaliwal, Mayor

ATTEST:

APPROVED AS TO FORM:

Teresa Vargas, City Clerk



Salvador Navarrete, City Attorney

LICENSE AGREEMENT

THIS LICENSE AGREEMENT (“**License**”) is made and entered into February 5, 2024 (“**Effective Date**”), by and between LICENSOR, City of Lathrop (hereinafter referred to as “**Licensor**”) and the COUNTY OF SAN JOAQUIN, 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

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

- a. “**Registrar of Voters (ROV)**” means the San Joaquin County Registrar of Voters, or designee, or upon written notice from County, such other person or entity as shall be designated by the Board of Supervisors.
- b. “**Official Ballot Drop Box**” means a Vote by mail ballot drop box authorized by the ROV.

2. 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 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 20, below.

3. COUNTY AND PUBLIC USE

- a. County's use of the License Area shall be limited to installing, operating, securing, 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 applicable law as set forth within the California Elections Code and the California Code of Regulations. 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 made available during business hours for the 30 days prior to an election and until 8:00 p.m. on Election Day (“**Election Period**”). County shall endeavor to notify Licensor with an election schedule no later than 30 days before the commencement of the Election Period pursuant to Clause 28 (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. However, during a catastrophic or emergency event, Licensor may notify County as soon as reasonably possible. Licensor shall not make any discretionary and/or elective changes to the License Area or the appurtenant common areas referenced in Clause 2 (License Area) during an Election Period. Any changes to the License Area or appurtenant common areas by Licensor during an Election Period shall be reserved to emergencies or other necessitated, mandatory or required changes.

4. PARKING

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.

5. TERM

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

This License may be revocable by either Party; however, Licensor shall not revoke the License during an Election Period. Should a Party elect to revoke this License, the Party must first provide the other Party with advanced written notice pursuant to Clause 28 (NOTICES) in accordance with the following conditions:

a. Election year: whenever the ROV is tasked with administering or conducting an established election as set forth within California Elections Code section 1000, the revoking Party must provide the other party with at least two hundred (200) calendar days advance written notice prior to the termination date.

b. Non-election years: during the years in which the ROV is not administering or conducting an established election, the revoking Party must provide at least ninety (90) calendar days advance written notice to the other Party prior to the termination date.

In the event the County modifies the License Area pursuant to Section 20 (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

In consideration for the valuable public services provided to the citizens of the County of San Joaquin 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

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

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

- 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 shall coordinate the installation and inspection of the County Improvements with the Licensor and Licensor's Construction Division.

11. 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 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.

Licensor hereby acknowledges that County intends to provide video security surveillance of the License Area with camera equipment described in Exhibit D.2 located in the License Area to monitor public activity and that video surveillance activity will be limited to the License Area, unless otherwise expressly agreed in writing by the Licensor. Licensor may have access to any video security surveillance footage recorded and stored by County in accordance with State law, such as the California Public Records Act, subject to any processed mandated therein.

13. INDEMNIFICATION

- 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 or maintenance 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

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

15. EMPLOYMENT

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.

In the performance of permitted uses as consistent with Clause 3 (USE) above, as well as the various duties and obligations imposed by this License, the Parties are at all times acting independently. Neither Licensor, nor any of its officers, agents and employees shall be deemed an employee of County, nor have any claim(s) under this License or otherwise against COUNTY for vacation, sick leave, retirement benefits, social security or workers' compensation benefits.

16. 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.

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

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

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

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 ROV 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

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

The failure of Licensor or County to insist upon strict performance of any of the terms, conditions, and covenants in this License 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

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 San Joaquin 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

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

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

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

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

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 San Joaquin
Registrar of Voters
44 N San Joaquin Street, Suite 350
Stockton, CA. 95202
Attention: Olivia Hale
ohale@sjgov.org
209-468-3191

To: LICENSOR

City of Lathrop
City Manager's Office
390 Towne Centre Drive
Lathrop, CA 95330

With a copy to:

City Clerk's Office
390 Towne Centre Drive
Lathrop, CA 95330
(209) 941-7230 / cco@ci.lathrop.ca.us

29. ATTACHMENTS TO LICENSE

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.

COUNTY OF SAN JOAQUIN, a political
subdivision of the State of California

**LICENSOR, CITY OF
LATHROP**, a general law
municipal agency of the State of
California

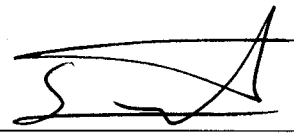
By: _____
OLIVIA HALE, Registrar of Voters
San Joaquin County, State of California

By: _____
Stephen J. Salvatore, City Manager,
City of Lathrop

APPROVED AS TO FORM:
OFFICE OF COUNTY COUNSEL
SAN JOAQUIN COUNTY, CALIFORNIA

APPROVED AS TO FORM:

By: _____
Deputy County Counsel

By:  _____
Salvador Navarrete, City Attorney,
City of Lathrop

ATTEST:

By: _____
Teresa Vargas, City Clerk,
Government Services Director
City of Lathrop

EXHIBIT A

**DROP BOX AREA OF LICENSE AREA
DESCRIPTION**

The location of the drop box is accessible and can be seen from both North and West entrances of Lathrop City Hall. It is placed right in front of the city hall main entrance under the parking lot shelter. The front of the drop box will be facing East for both Drive-up and Walk-up drop off of Vote-by-Mail ballots.



NOT TO BE RECORDED

EXHIBIT B

**LOCATION MAP FOR DROP BOX LOCATION OF
LICENSE AREA**

Latitude: 37°48'13.17"N

Longitude: 121°18'12.73"W

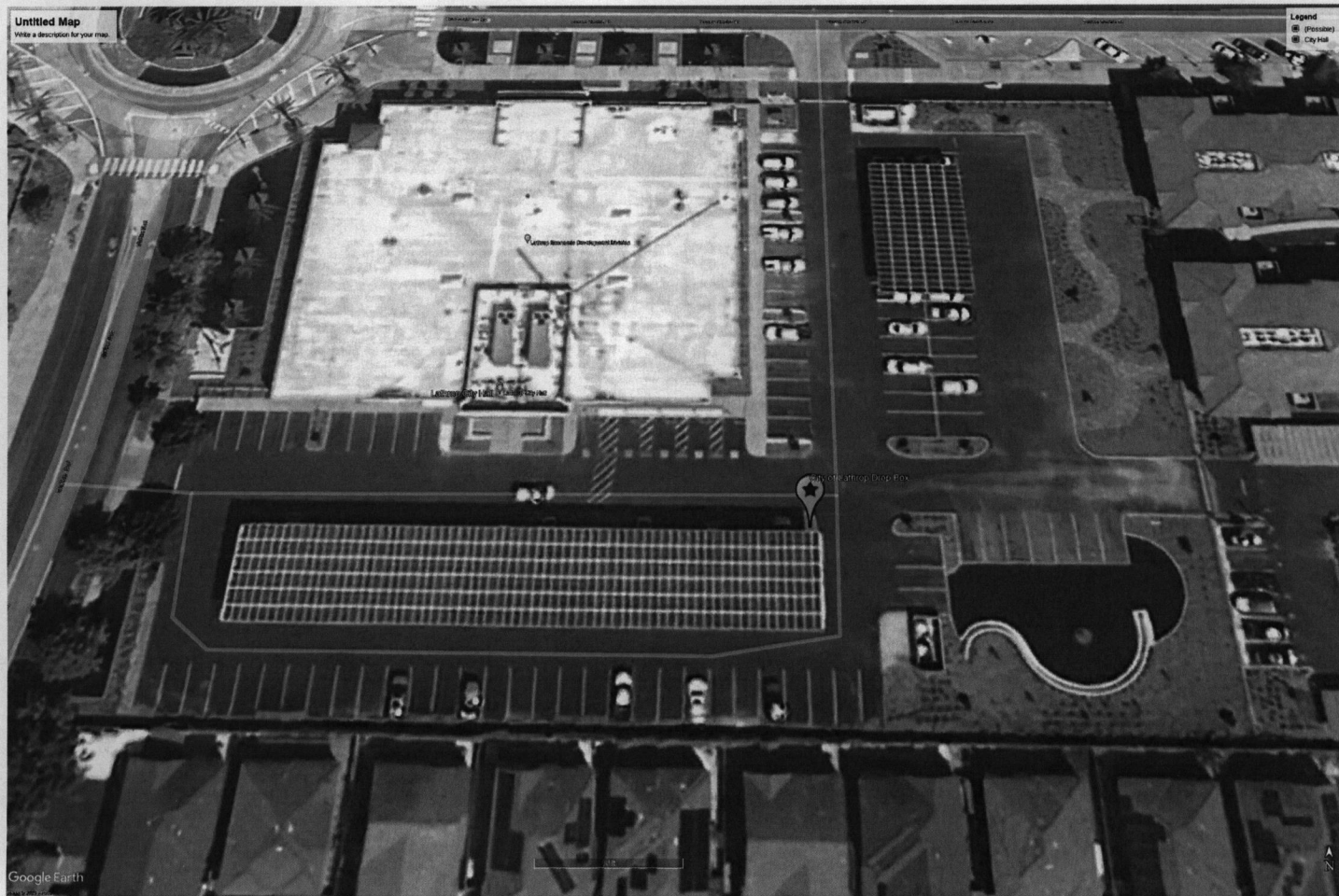


EXHIBIT C

**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:



Installation includes:

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 ¾” (at minimum). There are eight (8) fabricated 7/8” diameter holes with 3/16” recess in the box specifically for these bolts. Some installations may require leveling and pouring of a small concrete pad, if no concrete pad currently exists or is not level at the install location.

EXHIBIT D.1

SURVEILLANCE CAMERA LICENSE AREA DESCRIPTION AND LOCATION MAP

The License Area includes the location of the temporary video camera surveillance equipment described in Exhibit D.2 hereto, which will be located across from the ballot box location, designated by the coordinates below and marked in the photographs below. The County will utilize and operate the camera surveillance equipment during an election which is marked in "blue" on the provided image. The trailered surveillance equipment will be installed any time within the 7-day period preceding the 30-day election period and will be removed within 7 days after the 30-day election period concludes.

Latitude: 37°48'12.94"N

Longitude: 121°18'12.20"W

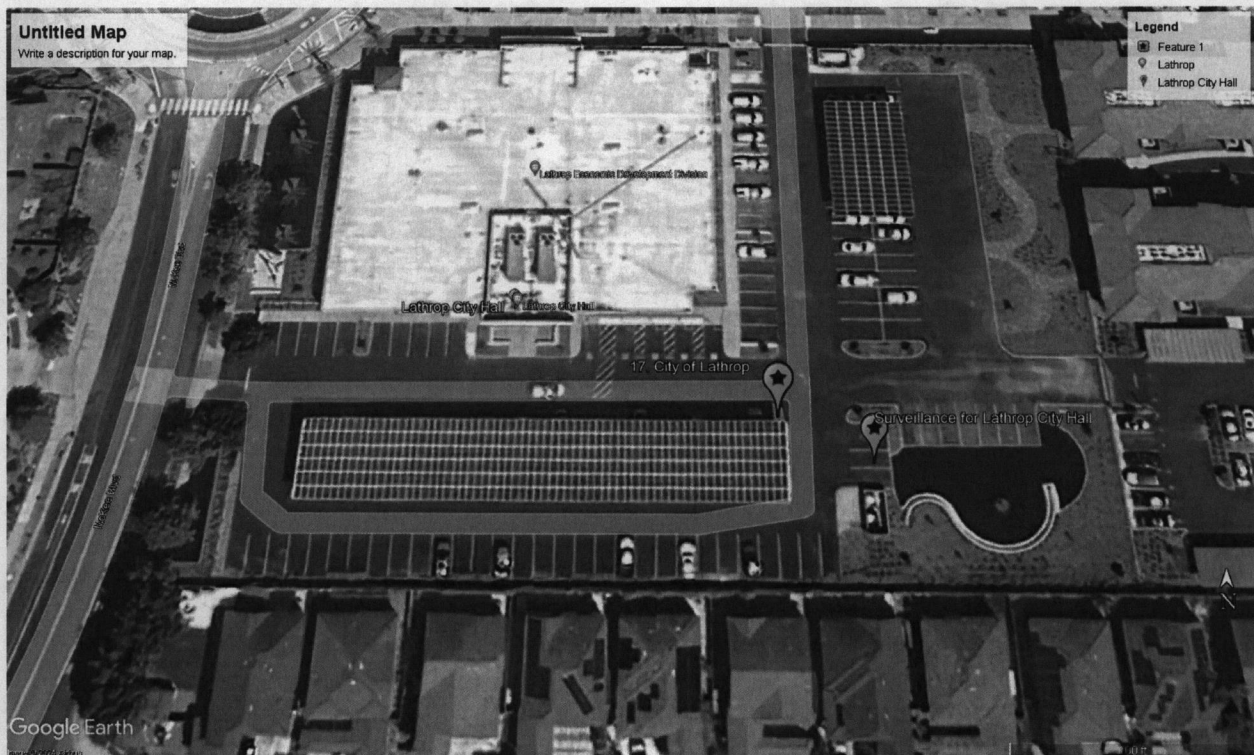


EXHIBIT D.2

SURVEILLANCE CAMERA SPECIFICATIONS

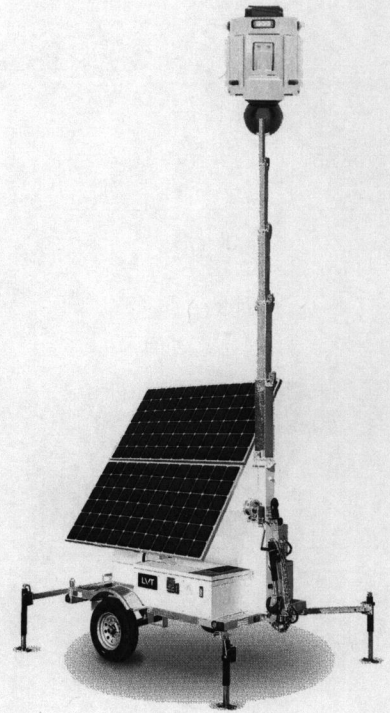


TECHNICAL SPECIFICATIONS

WEIGHT	1,900 lbs
SUSPENSION	3,500 lbs axle & springs
TIRE SIZE	13"
SOLAR GENERATION	800 watts
BATTERY CAPACITY	460 AH

MEASUREMENTS

	LENGTH	WIDTH	HEIGHT
DEPLOYED	103"	96"	264"
TRANSPORT	100"	68"	102"
TOW	135"	68"	102"



NOT TO BE RECORDED