

CITY OF MARYSVILLE AGENDA BILL

EXECUTIVE SUMMARY FOR ACTION

CITY COUNCIL MEETING DATE: January 25, 2021

| | |
|---|---------------------------|
| AGENDA ITEM: | |
| Licensing Agreement For Ballot Drop Box Location | |
| PREPARED BY: | DIRECTOR APPROVAL: |
| JR Myers, Solid Waste/Support Services Supervisor | <i>JE for KN</i> |
| DEPARTMENT: | |
| Public Works - Facilities | |
| ATTACHMENTS: | |
| Licensing Agreement | |
| BUDGET CODE: | AMOUNT: |
| N/A | \$0.00 |
| SUMMARY: | |
| Licensing agreement for the City of Marysville to permit Snohomish County Elections to maintain the placement of the ballot drop box at 1049 State Ave (City Hall) for another year, ending on December 31, 2021. | |

RECOMMENDED ACTION:

Staff recommends that Council authorize the Mayor to sign and execute the licensing agreement for ballot drop box locations with Snohomish County Elections.

RECOMMENDED MOTION:

I move to authorize the Mayor to sign and execute the licensing agreement for ballot drop box locations with Snohomish County Elections.

LICENSING AGREEMENT FOR BALLOT DROP BOX LOCATIONS

This Licensing Agreement (the "Licensing Agreement") is entered into this ____ day of _____, 2021 (the "Effective Date"), by and between City of Marysville, a municipal corporation of the State of Washington (the "City"), and Snohomish County, a political subdivision of the State of Washington (the "County") (the City and the County collectively, the "Parties").

WHEREAS, the City is the owner of certain real property and improvements (each a "Property" and collectively, the "Properties");

WHEREAS, the County desires to utilize portions of the Properties for placement of mail ballot drop boxes where Snohomish County voters will be able to deposit their mail-in election ballots; and

WHEREAS, the City is willing to permit the County to place mail ballot drop boxes at one or more of the Properties under terms and conditions set forth below;

NOW, THEREFORE, for and in consideration of the conditions and obligations set forth below, the Parties agree as follows:

1. List of Properties. The Properties that may be used for the placement of mail ballot drop boxes are listed in Exhibit 1 to this Licensing Agreement. The Parties, acting through their respective Project Managers, may make additions and deletions to the list of Properties as mutually agreed in writing.

2. Grant of License. The City hereby grants to the County a license to access, enter, occupy and use an area on each of the Properties listed in Exhibit 1 for the placement of mail ballot drop boxes (each a "Drop Box" and collectively, the "Drop Boxes"). The Drop Box location on each Property shall be mutually agreed upon in writing by the Parties' respective Project Managers; subject to reasonable relocations from time to time in the reasonable discretion of the City.

3. Term. This Licensing Agreement shall be effective as of the Effective Date and shall remain in effect until December 31, 2021.

4. Termination of Licensing Agreement. The County or the City may terminate this Licensing Agreement at any time upon ninety (90) days written notice to the other Party.

5. Compliance with Laws. In using Drop Boxes at the Drop Box Locations, the County shall at all times comply with all applicable federal, state and local laws, rules, regulations and ordinances.

6. Amendments. No changes or additions shall be made to this Licensing Agreement except as agreed to by both Parties and reduced to writing and executed with the same formalities as are required for the execution of this Licensing Agreement.

7. Obligations of the County.

7.1 The County shall securely affix each Drop Box only at the Drop Box Locations agreed to in writing by the Parties prior to any affixation or preparatory work by the County, its contractors or agents.

7.2 The County shall be responsible for all maintenance, repairs and upkeep to the Drop Boxes and shall keep the Drop Boxes in a clean and safe functioning condition for the duration of the Initial Term and any Renewal Terms.

7.3 The County shall be responsible for timely collection of ballots dropped off in the Drop Boxes and for opening and closing the Drop Boxes at the County's desired times.

7.4 The County shall keep the Properties free of all liens for work performed in installing and maintaining the Drop Boxes and will promptly pay amounts owed to any contractors for such installation work and indemnify the City for any liability relating to such work.

7.5 Upon expiration or termination of this Licensing Agreement and within 90 days of such notification, the County shall remove the Drop Boxes and restore all Drop Box Locations to the same condition as existed before placement of the Drop Boxes.

8. Actions/Activities of the City.

8.1 The City shall not unreasonably obstruct or block access to the Drop Boxes during periods when such boxes are open without written permission from the County.

8.2 The City shall have no duty or obligation to monitor the Drop Boxes but may inform the County regarding any Drop Box requiring repair, upkeep or other maintenance.

9. Indemnification.

9.1 The County shall defend, indemnify and hold harmless the City, its officials, officers, employees and agents from and against any and all claims, damages, injuries, liabilities, actions, fines, penalties, costs and expenses (including reasonable attorney fees) that arise out of or are related to the negligent act or omissions of the County (and its officials, officers, employees and agents acting within the scope of their employment) in the performance of the County's obligations under this Licensing Agreement or the exercise of the County's rights and privileges under this Licensing Agreement.

9.2 The foregoing provisions specifically and expressly intend to constitute a waiver of the County's immunity under industrial insurance, Title 51 RCW, as respects the City only, and only to the extent necessary to provide the City with a full and complete indemnity of claims made to the City's employees. This waiver has been mutually negotiated.

10. Insurance. The City acknowledges, agrees and understands that the County is self-insured for all of its liability exposures. The County agrees, at its own expense, to maintain through its self-insurance program coverage for its liability exposures for the duration of this Licensing Agreement. The County agrees to provide the City with at least thirty (30) days prior written notice of any change in the County's self-insured status and upon request will provide the City with a letter of self-insurance as adequate proof of insurance.

11. Project Managers. The Project Managers for each of the Parties are:

For the County:
Garth Fell
County Auditor
425-388-3472

For the City:
JR Meyers
Solid Waste/Support Services Supervisor
360-363-8173

12. Notices. Notices required by this Licensing Agreement shall be personally served, sent by certified mail or confirmed facsimile as follows:

If to the City:

City of Marysville
80 Columbia Avenue
Marysville, WA 98270
Attn: Solid Waste/Support Services Supervisor, JR Meyers
Phone: 360-363-8173

If to the County:

Snohomish County Elections
3000 Rockefeller Ave, M/S 505
Everett, WA 98201
Attn: County Auditor, Garth Fell
Phone: 425-388-3472

13. Permissive Use. The County acknowledges that all of the County's access to and use of the Drop Box Locations before, during and after issuance of this Licensing Agreement is permissive on the part of the City and the County makes no claim to title to the Drop Box Locations and is not acquiring any

Licensing Agreement for Ballot Drop Box Locations
Between the City of Marysville and Snohomish County

Exhibit 1

Drop Box Locations

| Property | Address |
|----------------------|--------------------------------------|
| Marysville City Hall | 1049 State Ave, Marysville, WA 98270 |