

RESOLUTION NO. 1637

A RESOLUTION APPROVING THAT INTERGOVERNMENTAL LICENSE AGREEMENT FOR BALLOT BOX PLACEMENT AND AUTHORIZING CITY MANAGER TO EXECUTE SAME

RECITALS:

- A. Jackson County conducts local, city, county, state and federal elections for the citizens of Jackson County and operates an election ballot drop box on property owned by City.
- B. As a public service to the citizens of Jackson County, the City wishes to grant the County a license to continue to operate a ballot box at its current location at City Hall and to specify the maintenance and use obligations of the County consistent therewith.

The City of Central Point resolves as follows:

Section 1. The City Council approves the Intergovernmental License Agreement for Ballot Box Placement attached hereto as Exhibit "A" and authorizes the City Manager or his designee to execute same on behalf of the City.

^{17th} Passed by the Council and signed by me in authentication of its passage this
~~10th~~ day of September, 2020.


Mayor Hank Williams

ATTEST:


City Recorder

**INTERGOVERNMENTAL LICENSE AGREEMENT
for
BALLOT BOX PLACEMENT**

THIS INTERGOVERNMENTAL LICENSE AGREEMENT FOR BALLOT BOX PLACEMENT (the "License"), is entered into by and between JACKSON COUNTY, a political subdivision of the State of Oregon, ("County"), the CITY OF CENTRAL POINT, a political subdivision of the State of Oregon ("Licensor"), (each, a Party, and collectively, the "Parties"). This License shall be effective July 1, 2020 (hereinafter the "Effective Date").

RECITALS

A. County conducts local, city, county, state and federal elections for the citizens of Jackson County and operates an election ballot drop box on property owned by the Licensor.

B. As a public service to the citizens of Jackson County, Licensor wishes to permit County to continue to operate a ballot box at its City Hall location, as provided herein.

AGREEMENT

1. License.

1.1. Grant of License. Licensor grants to County the right to use a mutually acceptable 6-foot by 6-foot area of the property described on Exhibit A (the "License Area") for placement of an election ballot drop box ("Ballot Box") together with nonexclusive access to the License Area, appurtenant common areas, and parking areas by the voting public and County's agents and contractors. The Ballot Box location existing as of the Effective Date is hereby deemed acceptable by the Licensor.

1.2. Voter Access. Licensor grants to voters, and other County invitees, the right of access to the License Area during Jackson County election periods (each, an "Election Period") for purposes consistent with the participation in an election.

2. Use.

2.1. County's use of the License Area shall be limited to installing, operating, and maintaining the Ballot Box. 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.

2.2. The Parties further acknowledge and agree that the County's use of the License Area is for the operation of the Ballot Box. Licensor grants to voters, and other County invitees, the right of access to the License Area for purposes consistent with the conduct of, and participation in, an election. Licensor acknowledges that the Ballot Box shall be accessible 24 hours a day during any Election Period. County shall endeavor to notify Licensor with an election schedule no later than 30 days before each Election Period.

2.3. Licensors shall endeavor to notify the County within 24 hours of any change to a License Area or surrounding property that would make any Ballot Box inaccessible during an Election Period and frustrate the intent of this License.

3. **Term.** This License shall commence on the Effective Date written above and shall continue in effect for 5 years or as otherwise terminated in accordance with paragraph 4 below (the "Term").

4. **Termination.** Licensors may terminate this License with respect to any or all License Areas at any time for convenience by giving County not less than 270 days written notice prior to the termination date. Notwithstanding the foregoing, Licensors may terminate this License with respect to any License Area that ceases to be operated as municipal property by providing written notice to County.

County may terminate this License with respect to any License Area by providing not less than 30 days written notice to Licensors.

5. **No License Fee.** In consideration for the valuable public services provided to the citizens of Jackson County performed by County, there shall be no license fee for County's use of the Licensed Area.

6. **Maintenance.** County shall be responsible for repairs and maintenance of the Ballot Box necessary to keep and maintain the Ballot Box in good condition and in substantial repair, normal wear and tear excepted, and in compliance with all applicable laws. Licensors shall be responsible for all other repairs and maintenance of the License Area, except to the extent such maintenance and repairs arise out of County's negligent acts or intentional misconduct.

7 **Improvements.**

7.1. 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 Ballot Box shall remain property of County and shall be removed by County at the termination of this License, at County's sole cost, without damage to the License Area, reasonable wear and tear excepted.

7.2. County shall be responsible for all costs associated with the installation of the Ballot Boxes.

8. **Mutual Indemnification.**

8.1. Subject to the conditions and limitations of the Oregon Tort Claims Act and the Oregon Constitution, Licensors hereby agree 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 negligence of County, its elected officials, officers, agents, or employees.

8.2. Subject to the conditions and limitations of the Oregon Tort Claims Act and the Oregon Constitution, County 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.

8.3. The provisions of this paragraphs 8.1 and 8.2 shall survive the termination or expiration of this License.

9. **Assignment and Sublicense.** 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.

10. **Signs.** Subject to obtaining any required third-party approvals, Licensor agrees to allow County to install and maintain any sign or display upon or immediately adjacent to the Ballot Box. 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. During any Election Period, County may place temporary informational signage for directing voters, provided that such temporary signage does not interfere with Licensor's operations.

11. **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.

12. **Notices.** A party giving or making any notice, request, demand, or other communication (each, a "Notice") pursuant to this License shall give the Notice in writing by personal delivery, Registered or Certified Mail (in each case, return receipt requested and postage prepaid), or nationally recognized overnight courier at the address designated below or at such other address as designated by a party. Notice is effective if the addressee has received the Notice and the party giving the notice has otherwise complied with this paragraph.

13. **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.

14. **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.

15. **Governing Law and Venue.** This License has been negotiated and executed in the State of Oregon and shall be governed by and construed under the laws of the State of Oregon. 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 Jackson County, Oregon, and the Parties hereto agree to and do hereby submit to the jurisdiction of such court.

16. **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.

17. **Condition upon Termination.** Except as otherwise agreed to herein, upon termination of this License, County shall redeliver possession of License Area to Licensor in substantially the same condition that existed immediately prior to County's entry thereon, reasonable wear and tear excepted.

18. **Relationship of the Parties.** The relationship of the parties hereto is that of a licensor and licensee, and it is expressly understood and agreed that neither party shall in any way or for any purpose become a partner of or a joint venturer with the other.

CITY OF CENTRAL POINT:

By _____ (Date)
Title

Approved as to Legal Sufficiency:

Sydnee Dreyer, City Counsel

JACKSON COUNTY:

By _____ (Date)
Danny Jordan, County Administrator

Approved as to Legal Sufficiency:

Sr. Asst. County Counsel

EXHIBIT A

Lots one, two, three, four and five in block 8 of the City of Central Point, Jackson County, Oregon, according to the official plat thereof.



LIBRARY/ CITY HALL

6 x 6 ft Area
Around Ballot Box