

Project: Ballot Drop Box  
Agreement  
File: 003999  
Agent: CS

**MEMORANDUM OF UNDERSTANDING/LICENSE AGREEMENT BETWEEN  
County of Santa Barbara AND City of Lompoc**

**1. PURPOSE**

The purpose of this Memorandum of Understanding/License Agreement (hereinafter "Agreement") is to define the agreement between the County of Santa Barbara (County) and the City of Lompoc (Owner) for the County to install and use a ballot drop box on property owned by Owner. This Agreement will clarify the roles and responsibilities of the parties.

**2. LICENSE, ROLES AND RESPONSIBILITIES**

At no cost to County, the Owner hereby grants to County and its representatives a license to enter, access and use the property at the following location(s):

APN: 087-011-021

LOCATION ADDRESS: Lompoc Public Library, 501 E. North Avenue, Lompoc, CA 93436; Surface mounted to concrete (See attached Exhibit A).

OWNER: City of Lompoc, Jim Throop, City Manager, 100 Civic Center Plaza, Lompoc 93436-8001

PRIMARY CONTACT: Sarah Bleyl  
PHONE #: 805-875-8785 or cell 805-315-8292  
EMAIL: [S\\_Bleyl@ci.lompoc.ca.us](mailto:S_Bleyl@ci.lompoc.ca.us)

for the purpose of installing and using a ballot drop box. This Agreement serves the public purposes of the Owner and County by allowing for an additional location for the public to vote.

The County is the sole owner of the ballot drop box and will facilitate the installation of the ballot drop box at the designated location on the Property, as shown on Exhibit A. The County will also be responsible for all costs associated with the installation.

The County is solely responsible for any repairs and required maintenance of the ballot drop box.

Owner will notify County Elections if Owner is made aware of any vandalism or damage to the ballot drop box.

If the Owner has exterior lighting available in the area of the Ballot Drop Box, it shall remain on during hours of darkness.

County Elections will secure and lock the slot closed when the ballot drop box is not in use.

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**3. GENERAL TERMS AND CONDITIONS**

Effective Date

This Agreement is effective as of the date of signing by County, provided that it has also been signed by Owner (hereinafter "Effective Date").

Term and Termination

This Agreement is for a period of five (5) years after the Effective Date. This Agreement may be terminated by either party upon ninety (90)-days' written notice. Upon termination, the County will remove the ballot drop box, unless otherwise agreed by the parties. If a concrete pad is poured during installation, then Owner will have the option to have the County remove the concrete pad as well at County's sole cost.

Information on Electioneering

No person shall disseminate visible or audible information that advocates for or against any candidate or measure on the ballot or loiter near a Ballot Drop Box Location. Prohibited electioneering information includes, but is not limited to, any of the following: a display of a candidate's name, likeness, or logo; a display of a ballot measure's number, title, subject, or logo; buttons, hats, pencils, pens, shirts, signs, or stickers containing electioneering information.

Governing Law

Venue for any action arising out of or relating to this agreement shall be in Santa Barbara County, California. This Agreement shall be governed by the laws of the State of California.

Authority

Facility-Each party represents and warrants that the individual executing this Agreement on behalf of the Facility-party is duly authorized to execute and deliver this Agreement, and that this Agreement is binding upon the Facility-party in accordance with its terms.

Amendments

This Agreement may be altered, amended or modified only by an instrument in writing, executed by the parties to this Agreement and by no other means.

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**IN WITNESS WHEREOF**, Owner and County have executed this Agreement by their respective authorized officers as set forth below to become effective upon final execution by the County.

CITY OF LOMPOC

COUNTY OF SANTA BARBARA

By: Jim James Throop, City Manager

By: \_\_\_\_\_  
Janette Pell, Director  
General Services Department

Attest:

(On behalf of the Santa Barbara County Board of Supervisors pursuant to County Code Chapter 12A-11)

By: \_\_\_\_\_  
Stacey Haddon, City Clerk

Date: \_\_\_\_\_

Approved as to form:

By: \_\_\_\_\_  
Jeff Malawy, City Attorney

RECOMMEND FOR APPROVAL:

By: \_\_\_\_\_  
Joseph E. Holland, Clerk, Recorder, Assessor,  
Registrar of Voters

APPROVED AS TO FORM:  
RACHEL VAN MULLEM  
COUNTY COUNSEL

By: \_\_\_\_\_  
Scott Greenwood, Deputy County Counsel

EXHIBIT A – City of Lompoc, Lompoc Public Library, 501 E. North Avenue, Lompoc, CA 93436

**36" Surface Mounted Drop Box to be installed in front of Public Library, between bike rack and existing library book drop as shown below.**

