



TO: Board of Directors

FROM: Ruth Floyd, Executive Director - Business Services

SUBJECT: Snohomish County Ballot Drop Box Licensing Agreement

DATE: August 2, 2022

TYPE: Action Required - Consent Agenda

The attached licensing agreement authorizes Snohomish County to locate ballot drop boxes on district sites as mutually agreed upon by the district. Currently, only one site has been identified, which is property adjacent to Stanwood Middle School. Additional ballot drop box placements may be added or deleted as mutually agreed in writing.

The term of the agreement will remain in effect for calendar year 2022, with automatic renewals occurring each January for four additional years, January 2023 through December 2026, unless the County gives written notice to the District by October 1 of the preceding calendar year. The County or District may terminate the agreement with 90 days written notice to the other party.

Recommendation: It is recommended that the Board approve the attached licensing agreement authorizing use of district property for placement of Snohomish County ballot drop boxes.

LICENSING AGREEMENT FOR BALLOT DROP BOX LOCATIONS

This Licensing Agreement (the "Licensing Agreement") is entered into this ____ day of _____, 2022 (the "Effective Date"), by and between Stanwood-Camano School District #401, a school district of the State of Washington (the "District"), and Snohomish County, a political subdivision of the State of Washington (the "County") (the District and the County collectively, the "Parties").

WHEREAS, the District 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 District 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 District 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 District.

3. Term. This Licensing Agreement shall be effective as of the Effective Date and shall remain in effect until December 31, 2022, with the County having the option of four (4) additional 12 month renewals. Each twelve (12) month renewal option shall automatically be exercised and become effective for that period of time unless the County, in its sole discretion, gives written notice to the District by no later than October 1 of the preceding calendar year that it elects not to exercise the next option. PROVIDED, HOWEVER, that the County's obligations after December 31, 2022, are contingent upon local legislative appropriation of necessary funds for this specific purpose in accordance with the Charter and applicable law.

4. Termination of Licensing Agreement. The County or the District 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 District 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 District.

8.1 The District 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 District 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 District, 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 District only, and only to the extent necessary to provide the District with a full and complete indemnity of claims made to the District's employees. This waiver has been mutually negotiated.

10. Insurance. The District 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 District 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 District 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

For the District:
Liz Jamieson
Director of Capital Projects

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

If to the District:

Stanwood-Camano School District
26920 Pioneer Hwy
Attn: Ruth Floyd
Phone: 360-629-1200

If to the County:

Snohomish County Elections
3000 Rockefeller Ave, M/S 505
Everett, WA 98201
Attn: Elections Manager
Phone: 425-388-3625

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 District 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 Stanwood-Camano School District #401 and Snohomish County

Exhibit 1

Drop Box Locations

Property	Address
Additional Library Parking	Northeast of intersection 96 th Ave NW & 271 st St NW Stanwood, WA 98292