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9/19

BALLOT DROP BOX PROPERTY USE AGREEMENT
(Clallam County Auditor)

This Ballot Drop Box Property Use Agreement (hereinafter "Agreement") is made and entered into as of the Effective Date (defined in Section 22 below) by and between City of Forks, a municipal corporation (hereinafter "City of Forks") and CLALLAM COUNTY, a municipal corporation and political subdivision of the state of Washington (hereinafter "Clallam County"). City of Forks and Clallam County may hereinafter be referred to collectively as "Parties" or individually as a "Party."

RECITALS

WHEREAS City of Forks owns those certain parcels of real property consisting of the land and improvements collectively and commonly known as 500 E. Division Street, Forks, WA and legally described in attached **Exhibit A** (hereinafter "Subject Property"); and

WHEREAS Clallam County has secured funds in its 2018 budget to purchase, install, use and maintain a ballot drop box of the type and nature shown in attached **Exhibit B** (hereinafter "Drop Box") in various locations throughout Clallam County to collect ballots cast by voters in general and special elections conducted by the Auditor of Clallam County pursuant to Chapter 29A of the Revised Code of Washington; and

WHEREAS City of Forks desires to make available to Clallam County for the installation, use and maintenance of the Drop Box that certain portion of the Subject Property graphically depicted in attached **Exhibit C** (hereinafter "Premises"); and

WHEREAS the Parties agree that it is in their mutual interest and in the best interest of the general public that, a Drop Box be located upon the Subject Property so as to facilitate and encourage public interest in electoral participation by local residents.

NOW, THEREFORE, for in and consideration of the terms, covenants and conditions set forth in this Agreement, and other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, City of Forks and Clallam County hereby agree as follows:

- a. Move the Drop Box to a newly-designated location upon the Subject Property, whereupon City of Forks shall reimburse Clallam County for the documented, reasonable cost of such move. Upon completion of such move, the newly-designated location shall for all purposes hereunder become the "Premises" and Exhibit C shall be amended as necessary to depict the same; Or
- b. Remove the Drop Box from the Subject Property, whereupon City of Forks shall reimburse Clallam County for the documented, reasonable cost of moving the box to a new location.

The foregoing notwithstanding, Clallam County shall not be required to move or remove the Drop Box during the ninety (90) days before any election.

6. Clallam County's Responsibilities. In addition to any other responsibilities expressly set forth in this Agreement, Clallam County agrees to:

6.1 Installation. Install the Drop Box in good and workmanlike manner in accordance with the manufacturer's specifications and with all laws, rules, regulations, ordinances, permits and requirements of all governmental agencies having jurisdiction.

6.2 Maintenance. Maintain the Drop Box throughout the Use Period in good repair and in a neat, clean, safe, sanitary and graffiti-free condition. If the Drop Box is breached, damaged, vandalized or defaced in any way, Clallam County shall re-secure, repair or replace the Drop Box as soon as practicable after receiving notice thereof.

6.3 Security. Provide for the security of the Drop Box and its contents. If any threat is made with respect to the Drop Box, such as an incendiary or other device, Clallam County shall be solely responsible for dealing with and resolving that threat.

7. City of Forks' Responsibilities. In addition to any other responsibilities expressly set forth in this Agreement, City of Forks agrees to:

7.1 Exercise Due Care. Exercise due care and caution with respect to the Drop Box while conducting its business operations in and about the Subject Property and shall, at its sole cost and expense, repair any and all damage to the Drop Box caused by the negligent or willful conduct of its elected or appointed officials, contractors, servants, agents, employees, or volunteers.

7.2 Notification. Notify Clallam County immediately if City of Forks becomes aware that: (a) the Drop Box has been breached, damaged, vandalized or defaced in any way; and/or (b) any threat is made with respect to the Drop Box.

To Clallam County: Clallam County Auditor's Office – Elections Division
Attn: Shoona Riggs
223 E 4th St, Suite 1
Port Angeles, WA 98362
Telephone: 360-417-2222
Email: sriggs@co.clallam.wa.us

Any Party, by written notice to the other in the manner herein provided, may designate contact information different from that set forth above. Any notices sent by a Party's attorney on behalf of such Party shall be deemed delivered by such Party.

12. Negotiation and Construction. This Agreement was negotiated by the Parties with the assistance of their own legal counsel and shall be construed according to its fair meaning and not strictly for or against either Party.

13. Time. Time is of the essence of this Agreement and of every term and provision hereof. If the date for any performance under this Agreement falls on a weekend or holiday, the time shall be extended to the next business day.

14. Counterparts. This Agreement may be signed in one or more counterparts, which taken together shall constitute the complete agreement between the Parties, and signatures to this Agreement by the Parties transmitted via facsimile shall be acceptable and binding.

15. Prior Agreements. This Agreement contains all of the agreements of the Parties with respect to any matter covered or mentioned herein and no prior agreement, letter of intent, negotiation or understanding pertaining to any such matter shall be effective for any purpose. No provision of this Agreement may be amended or added to, except by an agreement in writing signed by the Parties or their respective successors in interest.

16. Attorney Fees and Costs. If either Party requires the services of an attorney in connection with enforcing the terms of this Agreement, then the Parties agree to bear their own legal costs.

17. Vacation of Premises. Upon expiration or earlier termination of the Agreement, Clallam County shall: (a) remove the Drop Box and any associated mounting hardware from the Premises; and (b) restore the Premises to substantially the same condition existing on the Effective Date, reasonable wear and tear excepted, and leave the same in a neat, clean, safe and sanitary condition. If Clallam County fails to complete the removal and/or restoration required under this Section 17, City of Forks may cause such work to be completed and charge the documented, reasonable cost thereof to Clallam County.

CITY OF FORKS SIGNATURE PAGE

City of Forks, a municipal corporation:

By: [Signature]

Printed Name: TIM FLETCHER

Title: MAYOR

Date: 8/14/18

STATE OF WASHINGTON)
) ss.
COUNTY OF CLALLAM)

THIS IS TO CERTIFY that on this 14th day of August, 2018, before me personally appeared Tim Fletcher to me known to be the Mayor of City of Forks, a municipal corporation, described in and that executed the foregoing instrument, and acknowledged said instrument to be the free and voluntary act and deed of said corporation, for the uses and purposes therein mentioned, and on oath stated that she was authorized to execute the said instrument on behalf of said corporation.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.

Name: [Signature]
Notary Public in and for the State of
Washington, residing at: Forks
My Appointment Expires: 8/16/21



EXHIBIT A
(Legal Description of Subject Property)

The North 367.1 feet of the Southeast quarter of the Northeast quarter of Section 9, Township 28 North, Range 13, W.W.M., Clallam County, Washington, EXCEPT the East 1030 feet thereof.

EXHIBIT C
(Depiction of Premises)

City of Forks
500 E. Division St, Forks, WA

