

BLUE FOLDER ITEM

Blue folder items are additional back up material to administrative reports and/or public comments received after the printing and distribution of the agenda packet for receive and file.

CITY COUNCIL MEETING FEBRUARY 2, 2021

H.5 APPROVE CONTRACTS UNDER \$35,000: 1. APPROVE CONSENT TO ASSIGNMENT OF AGREEMENT WITH GOLDEN TOUCH CLEANING, INC. TO COMMERCIAL BUILDING MANAGEMENT SERVICES, INC. FOR THE EXISTING TERM TO MAY 31, 2022. 2. APPROVE AGREEMENT WITH MARK ANDY, INC. FOR MAINTENANCE AND REPAIR SERVICES FOR CHECK FOLDING / SEALING MACHINE IN AN AMOUNT NOT TO EXCEED \$3,200 FOR THE TERM FEBRUARY 2, 2021 TO FEBRUARY 1, 2023. 3. APPROVE FIRST AMENDMENT TO THE AGREEMENT WITH ELLIS ENVIRONMENTAL, INC. FOR THE REDONDO BEACH TRANSIT CENTER PROJECT JOB NO. 20120 FOR HAZARDOUS MATERIALS ABATEMENT MONITORING SERVICES FOR AN ADDITIONAL AMOUNT OF \$9,000 FOR THE EXISTING TERM TO DECEMBER 31, 2022. **4. APPROVE AGREEMENT WITH LOS ANGELES COUNTY REGISTRAR-RECORDER / COUNTY CLERK FOR USE OF LOS ANGELES COUNTY OFFICIAL VOTE BY MAIL BALLOT DROP BOXES FOR LOCAL ELECTIONS FOR THE CITY'S GENERAL MUNICIPAL ELECTIONS AT NO COST TO THE CITY FOR THE TERM FEBRUARY 2, 2021 TO FEBRUARY 1, 2026.**

CONTACT: MARNI RUHLAND, FINANCE DIRECTOR

ITEM #4 - LOS ANGELES COUNTY AGREEMENT

AGREEMENT FOR USE OF LOS ANGELES COUNTY OFFICIAL VOTE BY MAIL BALLOT DROP BOXES FOR LOCAL ELECTION (CITY)

This Agreement for Use of Los Angeles County Official Vote by Mail Ballot Drop Box for Local Election is entered into this 2nd day of February, 2021 by and between the County of Los Angeles, a political subdivision of the State of California ("County"), through its Department of Registrar-Recorder/County Clerk ("RR/CC"), and the City of Redondo Beach, a chartered municipal corporation ("City"). County, RR/CC, and City, are sometimes hereinafter collectively referred to as the "Parties" and each individually as a "Party."

WHEREAS, the RR/CC, as the County's election official, has established official vote by mail ballot drop boxes pursuant to the California Elections Code and California Code of Regulations;

WHEREAS, the Los Angeles County Board of Supervisors ("Board") has authorized the RR/CC to enter into and execute agreements with various cities and local jurisdictions to authorize such cities and local jurisdictions to use the County's official vote by mail ballot drop boxes to support their own elections or local government services;

WHEREAS, the City desires to enter into this Agreement for use of the County's official vote by mail ballot drop boxes located within the boundaries of the City's jurisdiction ("Drop Boxes"), for purposes of the City's election ("Election") as specified in ATTACHMENT A LOCAL ELECTION DROP BOX USE PLAN, in order to allow voters who are entitled to vote in the Election to use the Drop Boxes to drop off their voted vote-by-mail ballots, and to allow the City to collect such vote-by-mail ballots deposited into the Drop Boxes;

WHEREAS, the City acknowledges that the City Clerk has responsibilities as the City's elections officials for the Election under all applicable California law, and will ensure that the City Clerk will assume certain responsibilities as the elections official in accordance with regulations promulgated by the California Secretary of State for vote by mail ballot drop boxes pursuant to California Elections Code section 3025(b), as currently set forth in the California Code of Regulations, Title 2, Division 7, Chapter 3, Article 1, Sections 20130 *et seq.*

NOW, THEREFORE, in consideration of the mutual promises, covenants, and terms and conditions set forth herein, the Parties agree as follows:

1.0 Purpose and Consideration

The purpose of this Agreement is to authorize the City to access and use the County's Drop Boxes for the Election, as specified in or in the form of **ATTACHMENT A LOCAL ELECTION DROP BOX USE PLAN** ("Plan"), attached hereto and incorporated in full herein, in order to allow voters in the City who are entitled to vote in the Election to use

the Drop Boxes to drop off their voted vote-by-mail ballots during the dates and times specified in the Plan, and to allow the City to collect, from time to time as specified in the Plan and this Agreement, such vote-by-mail ballots deposited into the Drop Boxes. At least thirty-five (35) days prior to each Election subject to this Agreement, the Parties agree to update the Plan specific to each Election in writing. The City Clerk shall have authority to approve any ATTACHMENT A LOCAL ELECTION DROP BOX USE PLAN for each Election subject to this Agreement from time to time, without requiring any amendment to the Agreement. The City desires to use the County's Drop Boxes to maximize voting opportunities for voters who are entitled to vote in the Election. This Agreement is entered into in furtherance of the Parties' goals of maximizing voting opportunities for voters in the City and County. Consideration for the Agreement is the Parties' full and faithful compliance with the mutual promises, covenants, terms and conditions set forth herein.

2.0 Term

This Agreement shall take effect upon the execution hereof by the Parties, and shall expire five (5) years thereafter ("Initial Term"), unless sooner terminated or extended, in whole or in part, as provided in this Agreement. Upon expiration of the Initial Term, the parties may renew this Agreement for two (2) additional 2-year periods followed by a one (1) year period.

3.0 Primary Contacts and Notices.

Each Party will appoint a person or person(s) to serve as the primary and official contact(s) and coordinate the activities of the respective Party in carrying out the covenants, terms, and conditions of this Agreement. Unless otherwise provided hereunder, all notices to be made to the Parties under this Agreement shall be directed to the Parties' respective primary contacts identified in the Plan. Except as otherwise provided herein, all notices and other correspondence or communication between the Parties shall be in writing and shall be delivered, either in person, by facsimile, electronic mail, or by certified or registered mail, return receipt requested, postage prepaid, with the goal of ensuring delivery of the notice at the earliest time possible.

4.0. Amendments

No alteration or variation of the terms of this Agreement shall be valid unless made in writing and signed by the Parties. Any amendment shall become effective upon the mutual written consent of the Parties.

5.0 Termination

- 5.1 Within thirty (30) days prior to the Election, RR/CC may immediately terminate this Agreement or the City's right to use any one or all of the Drop Boxes upon written notice if RR/CC determines the City is in material breach of the terms and conditions of this Agreement, or if it is necessary to

terminate the City's right to use any one or all of the Drop Boxes in order to protect the Drop Boxes from damage or misuse, or to protect public health, safety or welfare. At any time other than within thirty (30) days prior to the Election, RR/CC may terminate this Agreement if RR/CC determines the City is in material breach of the terms and conditions of this Agreement, has notified the City in writing, and the City has failed to cure said material breach within ten (10) business days of receipt of written notice. If the material breach is incapable of being cured, RR/CC may terminate the Agreement immediately upon written notice. At any time other than within thirty (30) days prior to the Election, RR/CC may also terminate the Agreement to protect the Drop Boxes from damage or misuse, or to protect public health, safety or welfare, upon twenty-four (24) hours advance written notice to the City. Upon termination of the Agreement or termination of the City's right to use any one or all of the Drop Boxes as provided for herein, the City must immediately return the keys to the relevant Drop Box(es) back to RR/CC.

- 5.2 In the event any provision of this Agreement contradicts any applicable laws, rules, and regulations, RR/CC may terminate this Agreement, effectively immediately upon written notice, or to the extent severable, the provision of the Agreement shall be deemed severed in accordance with Section 12.0 of this Agreement.
- 5.3 In the event any provision of this Agreement contradicts Board policies, the RR/CC may terminate this Agreement any time other than within thirty (30) days prior to the Election, and any related runoff election, as applicable. Termination of the Agreement hereunder shall be effective immediately upon written notice.

6.0 County Responsibilities

- 6.1 The County authorizes the City to access and use the Drop Boxes for the purposes set forth herein, for the period of dates and times as specified in the Access Schedule of the Plan specific to each Election ("Access Period") (See ATTACHMENT A). At least thirty-five (35) days prior to each Election subject to this Agreement, the Parties agree to update the Plan specific to each Election in writing.
- 6.2 Prior to the start of the Access Period, the RR/CC shall provide authorized City personnel with keys to the Drop Boxes, and the City, City Clerk or designee shall be required sign a form acknowledging receipt and date of receipt of the keys to the Drop Boxes.

- 6.3 Upon expiration of the Access period, or termination of the Agreement or termination of the City's right to use any one or all of the Drop Boxes, the City shall immediately return the keys of the subject Drop Boxes back to the RR/CC, and the RR/CC shall sign a form acknowledging receipt of the returned keys. The RR/CC shall have thirty (30) days upon receipt of the returned keys to inspect the Drop Boxes for damage and condition and to notify the City of any damage or condition requiring repair or restoration, and the City shall be responsible to reimburse the County for such repair or restoration costs upon the submission of appropriate documentation of the costs incurred to the City; provided, however, the damage was caused by the City or during the Access Period. However, in the event City returns the keys and provides documentation that the Drop Boxes are in the same condition as they were at the commencement of each Access Period, or substantially in the same condition as they were at the commencement of each Access Period, as mutually determined by the City and County, the City shall not be liable for any damage outside the Access Period.

7.0 City Responsibilities

- 7.1 The City agrees to access and use the Drop Boxes only as specified in this Agreement and pursuant to the Access Schedule set forth in the Plan specific to each Election (see ATTACHMENT A). At least thirty-five (35) days prior to each Election subject to this Agreement, the Parties agree to update the Plan specific to each Election in writing. Upon receipt of keys to the Drop Boxes from RR/CC, the City, City Clerk or designee shall sign a form acknowledging the receipt and date of receipt of the keys to the Drop Boxes. The City is prohibited from and agrees not to duplicate any keys to the Drop Boxes. The City agrees only authorized City personnel shall have access to keys to the Drop Boxes.
- 7.2 The City shall take all necessary and appropriate actions to ensure that the Drop Boxes are locked or otherwise made unavailable to the public except during the public voting period as identified in the Access Schedule ("Public Voting Period"). The City shall inspect all Drop Boxes for damage and ensure they are empty prior to the start of the Public Voting Period.
- 7.3 The City shall take all necessary and appropriate actions to ensure that Drop Boxes are secured in accordance with regulations promulgated by the California Secretary of State, as currently set forth in California Code of Regulations, Title 2, Division 7, Chapter 3, Article 1, Section 20135.
- 7.4 The City or shall instruct the City Clerk to publicly announce the Drop Box locations to the public at least thirty-five (35) days prior to the Election. The announcement must include the days and estimated times Drop Boxes will be available. The announcement must also include information

on accessibility, including wheelchair access, for each Drop Box. Information shall be included in the sample ballot and other vote by mail election materials sent to voters, and conspicuously posted on the City Clerk's website. In the event any changes are made to locations and/or schedules, the information posted on the City Clerk's website shall be updated within 24 hours. Except as otherwise provided herein, the City shall have the City Clerk notify and inform the public regarding the use, availability, and accessibility of the Drop Boxes for the Election, and for all signage relating to the use of Drop Boxes for the Election. The City will instruct the City Clerk, as the City's elections official for the Election, to comply with all applicable responsibilities of the county elections official in accordance with regulations promulgated by the California Secretary of State, as currently set forth in California Code of Regulations, Title 2, Division 7, Chapter 3, Article 1, Section 20136, Subsection 1.

- 7.5 The City shall retrieve the vote by mail ballots from the Drop Boxes in accordance with the California Code of Regulations, Title 2, Division 7, Chapter 3, Article 1, Section 20136, Subsection 4. The City will instruct the Clerk, as the City's elections official for the Election to comply with all applicable responsibilities of the elections official in accordance with regulations promulgated by the California Secretary of State, as currently set forth in California Code of Regulations, Title 2, Division 7, Chapter 3, Article 1, Section 20136, Subsection 4.
- 7.6 Upon the closing of the polls on the day of the Election, the City will take all appropriate actions to ensure that all Drop Boxes shall be locked or otherwise made unavailable at 8:00 p.m. to ensure that no ballots are dropped off after the polls have closed. In the event there are voters in line at 8:00 p.m., or a court order has been issued extending the time for the closing of the polls, the City agrees that the Drop Boxes may remain open until those voters have cast their ballot or the court order extending time has elapsed.
- 7.7 The City will take appropriate actions to ensure that vote by mail ballots deposited into the Drop Boxes are retrieved only by designated City personnel. The City will instruct the Clerk, as the City's elections official for the Election, to comply with all applicable responsibilities of the county elections official in accordance with regulations promulgated by the California Secretary of State, as currently set forth in California Code of Regulations, Title 2, Division 7, Chapter 3, Article 1, Section 20137, including developing and implementing ballot collection and chain of procedures which shall be substantially similar to the following:
 - 7.7.1 The City will assign at least two designated City personnel as ballot retrievers ("Designated Ballot Retrievers" in the plural or "Designated Ballot Retriever" in the singular) to retrieve ballots from

each Drop Box. Each Designated Ballot Retriever shall wear a badge or similar identification that readily identifies them as a Designated Ballot Retriever for the City. In addition, each Designated Ballot Retriever must take the following oath prior to retrieving ballots: "I, _____, do solemnly swear (or affirm) that I will support and defend the Constitution of the United States and the Constitution of the State of California against all enemies, foreign and domestic; that I will bear true faith and allegiance to the Constitution of the United States and the Constitution of the State of California; that I take this obligation freely, without any mental reservation or purpose of evasion; and that I will well and faithfully discharge the duties upon which I am about to enter."

- 7.7.2 Only Designated Ballot Retrievers and law enforcement identified by the City Clerk may transport voted vote-by-mail ballots.
- 7.7.3 Upon arrival at a Drop Box, the two Designated Ballot Retrievers shall note, on a retrieval form prescribed by the City Clerk, the location and unique identification number of the Drop Box and the date and time of arrival.
- 7.7.4 The Designated Ballot Retrievers shall retrieve the voted vote by mail ballots from the Drop Box and place the voted vote by mail ballots in a secure ballot transfer device, retrieve the secure ballot container that is placed inside the Drop Box, or retrieve the staffed Drop Box which also serves as a secure ballot container.
- 7.7.5 If a Drop Box includes a secure ballot container, the Designated Ballot Retrievers shall place an empty secure ballot container inside the Drop Box prior to departure.
- 7.7.6 After the final retrieval after the closing of the polls, an empty secure ballot container shall not be placed in the Drop Box, and the Drop Box should be locked or otherwise made unavailable to prevent any further ballots from being deposited.
- 7.7.7 The time of departure from the Drop Box shall be noted on the retrieval form.
- 7.7.8 Upon arrival at the office of City Clerk, a ballot receiving center, a designated central count location, or a ballot processing location, the Designated Ballot Retrievers who retrieved the ballots shall note the time of arrival on the retrieval form.
- 7.7.9 The City will have the City Clerk, or her designee inspect the secure ballot container for evidence of tampering and shall receive

the retrieved ballots by signing the retrieval form, and including the date and time of receipt. In the event tampering is evident, that fact shall be noted on the retrieval form.

7.7.10 The completed retrieval form shall be attached to the outside of the secure ballot container or maintained in a manner prescribed by the City Clerk that ensures that the form is traceable to its respective secure ballot container.

7.7.11 When the secure container is opened by the City Clerk at the City Clerk's Office, a designated central count location, or a ballot processing location, the number of ballots retrieved and placed in that secure container shall be noted on the retrieval form.

7.8 The City agrees and acknowledges its responsibilities under California law to remove any political campaign signage or literature and not engage in audible dissemination of electioneering information within 100 feet of the Drop Boxes.

7.9 Upon expiration of the Access period, termination of the Agreement, or termination of the City's right to use any one or all of the Drop Boxes, the City shall immediately return the keys to the relevant Drop Boxes back to the RR/CC. The RR/CC shall have thirty (30) days upon receipt of the returned keys to inspect the Drop Boxes for damage and condition and to notify the City of any damage or condition requiring repair or restoration, and the City shall be responsible to reimburse the County for such repair or restoration costs upon the submission of appropriate documentation of the costs incurred to the City; provided, however, the damage was caused by the City or during the Access Period in accordance with Section 6.3.

7.10 The City will promptly notify the RR/CC of any lost, stolen or damaged Drop Boxes or keys to Drop Boxes. Should a Drop Box be damaged, defaced, or subject to graffiti, or should a key to a Drop Box be lost or damaged, the City shall reimburse RR/CC for all costs incurred to repair and restore the Drop Box or key to the Drop Box to its condition at the commencement time of each Access period, or to replace the Drop Box or key to the Drop Box.

7.11 The City shall promptly reimburse the County and RR/CC for services performed and costs incurred in connection with this Agreement.

7.12 Notwithstanding this Agreement, any provision provided herein, or any election related services the RR/CC is requested and authorized to render in support of the Election, the City agrees and acknowledge that the City Clerk is and shall remain the City's elections official for the Election under applicable California law.

8.0 Indemnity Agreement

City shall indemnify, defend and hold harmless County, its officials, trustees, officers, agents, employees, independent contractors and volunteers and RR/CC from and against any and all liability, including, but not limited to, claims for injury or damages, demands, actions, fees, loss, costs and expenses (including reasonable attorney and expert witness fees) arising out of or incurred in connection with the performance of this Agreement, but only in proportion to and to the extent such liability, loss, demands, actions, fees, costs and expenses are caused by or result from the negligent or intentional acts or omissions of the City its trustees, officers, agents, employees, independent contractors or volunteers. Notwithstanding the foregoing, in no event shall the City be liable for any damage caused to the Drop Boxes outside of the Access Period described in Attachment A.

The County and RR/CC shall indemnify, defend and hold harmless City, its officials, trustees, officers, agents, employees, independent contractors, and volunteers from and against any and all liability, including, but not limited to, claims for injury or damages, demands, actions, fees, loss, costs and expenses (including reasonable attorney and expert witness fees) arising out of or incurred in connection with the performance of this Agreement, but only in proportion to and to the extent such liability, loss, demands, actions, fees, costs and expenses are caused by or result from the negligent or intentional acts or omissions of the County, RR/CC, their officials, trustees, officers, agents, employees, independent contractors or volunteers.

9.0 Independent Status

This Agreement is by and between County/RR/CC and City and is not intended and shall not be construed to create the relationship of agent, servant, employee, partnership, joint venture or association as between County/RRCC and City.

10.0 Waiver

Any waiver by either Party of the breach of any one or more of the covenants, conditions, or terms of the Agreement herein shall not be construed to be a waiver of any other breach of the same or of any other covenant, condition, term of the Agreement herein, nor shall failure on the part of either Party to require exact, full and complete compliance with any of the covenants, conditions, terms of the Agreement herein be construed as in any manner changing the terms of this Agreement or stopping either Party from enforcing the full provisions thereof.

11.0 Governing Law, Jurisdiction, and Venue

This Agreement shall be governed by, and construed in accordance with, the laws of the State of California. The Parties agree and consent to the exclusive jurisdiction of the courts of the State of California for all purposes regarding this Agreement and

further agree and consent that venue of any action brought hereunder shall be exclusively in the County of Los Angeles.

12.0 Severability

If any provision of this Agreement is held invalid, the remainder of this Agreement shall not be affected thereby if such remainder would then continue to conform to the terms and requirements of applicable law.

13.0 Electronic Signatures

The Parties agree that facsimile, digital, and electronic scanned versions of original signatures of authorized signatures of each Party have the same force and effect as original signatures such that the Parties need not follow up facsimile or electronic transmissions of executed documents with original wet-signature versions.

IN WITNESS WHEREOF, and executed as the date first above written above, the Parties to this Agreement do hereby agree and consent to all terms and conditions provided herein.

Los Angeles County
Registrar-Recorder/County Clerk

City of Redondo Beach,
a chartered municipal corporation

Signature & Date

Signature & Date

Dean C. Logan,
Registrar-Recorder/County Clerk

William C Brand, Mayor

APPROVED AS TO FORM:

APPROVED AS TO FORM:

RODRIGO A. CASTRO-SILVA,
Los Angeles County Counsel

MICHAEL W. WEBB,
City Attorney

By: _____
Date: _____

By: _____
Date: _____

ATTEST:
ELEANOR MANZANO,
City Clerk

By: _____
Date: _____

ATTACHMENT A LOCAL ELECTION DROP BOX USE PLAN (March 2, 2021 General Municipal Election)("Election")

The following constitutes the mutually agreed Local Election Drop Box Plan for the City of Redondo Beach March 2, 2021 General Municipal Election by and between the County of Los Angeles ("County"), through its Department of Registrar-Recorder/County Clerk ("RR/CC"), and the City of the City of Redondo Beach ("City").

County Official Drop Box List

Drop Box ID No.	Location Address/Description
150	Redondo Beach Main Library: 303 North Pacific Coast Highway
156	Redondo Beach North Library: 2000 Artesia Boulevard
258	Riviera Triangle: Corner of S. Elena Avenue and Avenida del Norte

Contact List – County/RR/CC

Primary Contact Name	Adrian Avelar	Phone #	562-345-8372
Email Address	aavelar@rrcc.lacounty.gov	Alternate Phone #	562-716-4282
Secondary Contact Name	Laura Herrera	Phone #	562-462-2835
Email Address	lherrera@rrcc.lacounty.gov	Alternate Phone #	Same as above
After Hours Emergency Contact Name		Phone #	
Email Address		Alternate Phone #	

Contact List – City

Primary Contact Name	Vickie Kroneberger	Phone #	310-318-0656 x2644
Email Address	Vickie.kroneberger@redondo.org	Alternate Phone #	310-344-5934 (Clerk Manzano Cell)
After Hours Emergency Contact Name	Eleanor Manzano	Phone #	310-318-0656 x2746
Email Address	Eleanor.Manzano@redondo.org	Alternate Phone #	310-344-5934 (cell)
Primary Contact Name	Vickie Kroneberger	Phone #	310-318-0656 x2644

Access Schedule

County has agreed to grant access to the City and the public* to the designated drop box(es) for the following dates:

Access Period for the City	
Start Date	End Date
02/03/2021	03/03/2021

During the above Access Period, the City shall have access to the designated space twenty-fours (24) a day.

**The public is only granted access to the designated Drop Box(es) during the Public Voting Period for the election set forth below:*

Public Voting period for public access	
Start Date	End Date
02/04/2021	03/02/2021 until 8:00 p.m.