

**LOS ANGELES PUBLIC LIBRARY  
BOARD REPORT**

April 27, 2023

TO: Board of Library Commissioners

FROM: John F. Szabo, City Librarian

SUBJECT: **APPROVAL OF AGREEMENT BETWEEN THE CITY OF LOS ANGELES LIBRARY DEPARTMENT AND THE COUNTY OF LOS ANGELES REGISTRAR-RECORDER/COUNTY CLERK FOR THE USE OF THE LIBRARY TO HOST BALLOT VOTE DROP BOXES TO COLLECT BALLOTS FROM THE PUBLIC**

**A. RECOMMENDATIONS:**

THAT the Board of Library Commissioners (Board):

1. Approve the agreement, substantially in the form on file, with the County of Los Angeles Registrar-Recorder/County Clerk (RR/CC) for the use of the Library to host Ballot Drop Boxes (BDBs) on Library property to collect ballots from the public.
2. Determine that this project is categorically exempt from the provisions of the California Environmental Quality Act (CEQA) pursuant to Article III, Section 1, Class 3(4) [Installation of new equipment involving negligible or no expansion of use, if required for the public convenience] and Class 4(7) [Issuance of any lease, license or permit to use land involving minor alterations to the condition of the land] of City CEQA Guidelines as well as to Article 19, Sections 15303 and 15304 of California CEQA Guidelines.
3. Authorize the City Librarian and the City Attorney to make any technical and clerical changes, if needed, to the agreement.
4. Authorize the City Librarian and the Board Secretary to execute the agreement upon completion of all required approvals.
5. Adopt the attached Resolution regarding the agreement between the Library and the RR/CC for the Library to host BDBs on Library property.

**B. FINDINGS:**

1. In March 2020, the RR/CC introduced a new voting system for the Presidential Primary Election. Post-election surveys indicated that 20 percent of voters had a negative experience and 15 percent of voters reported waiting more than two hours to vote. The recommendation from RR/CC to the Los Angeles County Board of Supervisors (LACBOS) was to install BDBs at various public facilities throughout the County of Los Angeles to make it easier for voters to drop of their ballots.

2. On October 8, 2020, the Board approved an agreement with the RR/CC for the use of the Library to host BDBs on Library property to collect ballots from the public at the Central Library and the 72 branch libraries. The term of the agreement was for three years at no cost to the Library.
3. The RR/CC has recently requested that the Library continue this arrangement and enter into an updated agreement to install BDBs at the Central Library and the 72 branch libraries. The Library desires to enter into this agreement to describe roles, duties, and responsibilities, and to provide the public with a positive voting experience.
4. The City of Los Angeles Department of Public Works, Bureau of Street Services will install the BDBs and all maintenance costs will be the responsibility of CC/RR. The complete list of Library locations is identified in the Agreement. There is no fiscal impact on the Library.
5. The agreement permits the Registrar-Recorder/County Clerk (RR/CC) to use the Central Library and the 72 Branch Libraries and install new equipment to facilitate voting on Library property. Article III, Section 1, Class 3(4) of City California Environmental Quality Act (CEQA) Guidelines exempts the installation of new equipment involving negligible or no expansion of use if required for public convenience from the provisions of CEQA. Article III, Section 1, Class 4(7) of City CEQA Guidelines exempts the issue of any lease, license or permit to use land, involving minor alterations to the conditions of the land, from the provisions of CEQA. Therefore, staff recommends that the Board determine that this project is categorically exempt from the provisions of CEQA pursuant to Article III, Section 1, Class 3(4) and Class 4(7) of City CEQA Guidelines as well as to Article 19, Sections 15303 and 15304 of California CEQA Guidelines. Staff will file a Notice of Exemption with the Los Angeles County Clerk upon Board's approval.
6. The term of the proposed agreement between the Library and RR/CC is for five years.
7. The agreement has been reviewed by the City Attorney and is ready to be approved.

Attachment

Prepared by: Robert Morales, Senior Management Analyst (Retired)

Reviewed by: Susan Broman, Assistant City Librarian  
Madeleine M. Rackley, Library Business Manager  
Eloisa Sarao, Director, Facilities & Event Management

**LIBRARY RESOLUTION NO. 2023- (C- )**

**WHEREAS**, in March 2020, the County of Los Angeles Registrar-Recorder/ County Clerk (RR/CC) introduced a new voting system for the Presidential Primary Election. Post-election surveys indicated that 20 percent of voters had a negative experience and 15 percent of voters reported waiting more than two hours to vote. The recommendation from RR/CC to the Los Angeles County Board of Supervisors (LACBOS) was to install Ballot Drop Boxes (BDBs) at various public facilities throughout the County of Los Angeles to make it easier for voters to drop of their ballots;

**WHEREAS**, on October 8, 2020, the Board of Library Commissioners (Board) approved an agreement with the RR/CC for the use of the Library to host BDBs on Library property to collect ballots from the public at the Central Library and the 72 branch libraries. The term of the agreement was for three years at no cost to the Library;

**WHEREAS**, the RR/CC has requested that the Library continue this arrangement and enter into an updated agreement to install BDBs at the Central Library and the 72 branch libraries;

**WHEREAS**, the Library desires to enter into this agreement to describe roles, duties, and responsibilities, and to provide the public with a positive voting experience:

**THEREFORE, BE IT RESOLVED**, that the Board adopts the recommendations and findings of the City Librarian's Board Report and approves the agreement between the Library and the RR/CC as stated in the report;

**FURTHER RESOLVED**, that the Board authorizes the City Librarian and the City Attorney to make technical and clerical changes, as needed, to the agreement; and

**FURTHER RESOLVED**, that the Board authorizes the City Librarian and the Board Secretary to execute the agreement upon completion of all required approvals.

This is a true copy:

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Raquel M. Borden  
Commission Executive Assistant

Adopted by the following votes:

AYES:  
NOES:  
ABSENT:

## **BALLOT DROP BOX USE AGREEMENT**

This Ballot Drop Box Use Agreement (“Agreement”) is entered into by the **Los Angeles Public Library** (Host”) and the **Los Angeles County Registrar-Recorder/County Clerk** (“RR/CC”) for the use of designated space in the facilities listed in Attachment A (“Ballot Drop Box Locations”). The Host and RR/CC may be referred to herein individually as a “Party” or collectively as the “Parties”

For and in consideration of the following conditions, the Parties agree as follows:

### **Term:**

The Parties will enter into this Agreement on March 8, 2023, and it shall expire five years thereafter, unless sooner terminated or extended, in whole or in part, as provided in this Agreement.

### **Primary Contacts:**

The Host’s Primary Contact for this Agreement is Emily Fate, Assistant Director, Branch Library Services for the Los Angeles Public Library, (213) 228-7572, elenhart@lapl.org.

The RR/CC’s Primary Contact for this Agreement is Adrian Avelar, (562) 462-2835 (mobile), (562) 345-8372 (office), VBMDropOff@rrcc.lacounty.gov.

### **Use of the Facilities:**

The Host permits access to the Ballot Drop Box Locations designated in Attachment A during the period to be indicated in a Ballot Drop Box Permit (Attachment B) for each Ballot Drop Box Location. Host’s City Librarian or his designee is authorized to approve a Ballot Drop Box Permit confirming these and other details of each Drop Box Location.

Host permits access to the agreed upon designated space(s) for the installation of the 24-Hour Ballot Drop Box as depicted in Attachment C (“Designated Space Schematic”).

Host will ensure access to the designated space and the 24-Hour Ballot Drop Box to the public.

Host will permit access to RR/CC staff and vehicles to take all actions necessary to install, uninstall, and modify the Ballot Drop Box; open and close the Ballot Drop Box; retrieve ballots; perform maintenance; and comply with applicable laws and regulations governing Ballot Drop Boxes during the hours each Ballot Drop Box Location is open to public access as determined by Host.

In the event Host has a concern related to a specific Ballot Drop Box Location, Host will report the concern to RR/CC using the contact information listed for the relevant Ballot Drop Box Permit.

RR/CC will be responsible for all costs associated with the purchase, maintenance, installation, and removal of each Ballot Drop Box. All Ballot Drop Boxes will be removed following the completion of the term of this Agreement or as otherwise provided herein

or as mutually agreed in writing by the parties. Upon removal of a Ballot Drop Box, the RR/CC will return the designated space to the condition it was in at the time of installation.

Should a Ballot Drop Box be damaged, defaced, or subjected to graffiti, RR/CC will abate or correct the Ballot Drop Box to the satisfaction of Host. If RR/CC has not abated or corrected such a Ballot Drop Box after 48 hours of notice from Host, Host will have the right, but not the obligation, to abate or correct the Ballot Drop Box at the expense of RR/CC. Host will not take any action concerning a Ballot Drop Box within 31 days of an election for which the Ballot Drop Box is being utilized to collect ballots.

**Parking:**

Host agrees to make a reasonable portion of its existing parking capacity, including accessible spaces, available to voters and RR/CC staff to access Ballot Drop Boxes, and if possible, to waive any parking fees for such use.

**Public Voting Period:**

Host agrees to provide RR/CC staff access to the designated space(s) for which a Ballot Drop Box Permit is issued during the hours when the Ballot Drop Box Location is open to the public, beginning thirty-one (31) days before an election.

**Promotions and Political Material:**

Host will not engage in the dissemination of electioneering information that is audible or visible within 100 feet of a Ballot Drop Box and will not conduct any promotional activity at the Ballot Drop Box Location tied to the public voting period without prior authorization from RR/CC.

**Termination of the Agreement:**

Except for the occurrence of a natural disaster causing damage or otherwise adversely affecting the Ballot Drop Box Location or unforeseen building/structural damage to the Ballot Drop Box Location, which shall be solely determined by the RR/CC, Host shall not cancel or change the Ballot Drop Box Location, and this Agreement shall remain in effect. For avoidance of doubt, Host and RR/CC stipulate that the novel coronavirus COVID-19 pandemic is excluded as a natural disaster or ground for termination of this Agreement.

RR/CC may at any time and without reason revoke its request to use a Ballot Drop Box Location. Host may terminate RR/CC's right to utilize any Ballot Drop Box Location and revoke any Drop Box Permit if Host determines the Ballot Drop Box is interfering with the location's Library purposes, the location is needed for a City or Library project or purpose, or is appropriate to protect public health, safety, or welfare, and Host may require RR/CC to remove such Ballot Drop Box with sixty (60) days of notice to RR/CC any time other than thirty-one (31) days prior to a scheduled election. Should Host require a Ballot Drop Box to be removed, Host will use reasonable efforts to work with RR/CC to provide an alternate Ballot Drop Box Location, with removal and replacement expenses borne by RR/CC.

In the event any provision of this Agreement contradicts County of Los Angeles Board

policies or any applicable laws, rules, or regulations, RR/CC may terminate this Agreement, effective immediately upon written notice.

**Amendment of the Agreement:**

This Agreement may be modified or amended only upon the mutual written consent of both the Host and the RR/CC. Host's City Librarian or his designee is authorized to enter into amendments of the Agreement with RR/CC to add additional Ballot Drop Box Locations. Any amendment shall become effective upon the mutual written consent of both the Host and the RR/ CC.

**Certificate of Self-Insurance:**

This Agreement shall not take effect unless RR/CC provides Host with a certificate of self-insurance or other proof of adequate insurance.

**Indemnity Agreement:**

The parties agree to the following indemnification:

- a. Pursuant to Government Code Section 895.4 and 895.6, each party shall assume the full liability that the law imposes upon it, or any of its officers, agents, or employees, for injury caused by any negligent or wrongful act or omission occurring in the performance of this Agreement.
- b. Each party indemnifies and holds harmless the other party for any loss, costs, or expenses that may be imposed upon such other party by virtue of Government Code Section 895.2, which imposes joint civil liability upon public entities solely by reason of such entities' status as a party to an agreement, as defined by Government Code Section 895.
- c. In the event of third-party loss caused by negligence, a wrongful act, or an omission by more than one party, each party shall bear financial responsibility in proportion to its percentage of fault as mutually agreed or judicially determined. The provisions of Civil Code Section 2778 regarding interpretation of indemnity agreements are hereby incorporated.

The above indemnity agreement terms apply at all times during which a Ballot Drop Box is located at a Ballot Drop Box Location. The indemnity does not extend to the use of Ballot Drop Boxes at locations other than a Ballot Drop Box Location or for an election conducted by an entity other than the Los Angeles County Registrar-Recorder/County Clerk.

**RR/CC Approval of Each Ballot Drop Box Location:**

RR/CC has inspected or reviewed each Ballot Drop Box Location and determined that each location meets all requirements for the purposes for which RR/CC intends to utilize the location.

**Electronic Signatures:**

The Host and RR/CC agree that facsimile and electronic scanned versions of original

signatures of authorized signatories 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.

*(SIGNATURE PAGE TO FOLLOW)*

**IN WITNESS WHEREOF, the Parties to this Agreement agree and consent to all terms and conditions provided herein.**

**Los Angeles Public Library  
City Librarian**

**County of Los Angeles  
Registrar-Recorder / County Clerk**

\_\_\_\_\_  
Signature and Date

\_\_\_\_\_  
Signature and Date

\_\_\_\_\_  
Printed Name and Title

\_\_\_\_\_  
Printed Name and Title

**ATTEST**

Los Angeles Public Library  
Commission Executive Assistant

\_\_\_\_\_  
Signature and Date

\_\_\_\_\_  
Printed Name and Title

## Ballot Drop Box Locations

Library	Address		Library	Address	
Alma Reaves Woods - Watts Branch Library	10205 Compton Avenue	Los Angeles, CA 90002	Memorial Branch Library	4625 West Olympic Boulevard	Los Angeles, CA 90019
Angeles Mesa Branch Library	2700 West 52nd Street	Los Angeles, CA 90043	Mid-Valley Regional Library	16244 Nordhoff Street	North Hills, CA 91343
Arroyo Seco Regional Library	6145 North Figueroa Street	Los Angeles, CA 90042	North Hollywood Amelia Earhart Regional Library	5211 Tujunga Avenue	North Hollywood, CA 91601
Ascot Branch Library	120 West Florence Avenue	Los Angeles, CA 90003	Northridge Branch Library	9051 Darby Avenue	Northridge, CA 91325
Atwater Village Branch Library	3618 Revere Avenue	Los Angeles, CA 90039	Pacoima Branch Library	13605 Van Nuys Boulevard	Pacoima, CA 91331
Baldwin Hills Branch Library	2906 South La Brea Avenue	Los Angeles, CA 90016	Palisades Branch Library	861 Alma Real Drive	Pacific Palisades, CA 90272
Benjamin Franklin Branch Library	2200 East 1st Street	Los Angeles, CA, 90033	Palms - Rancho Park Branch Library	2920 Overland Avenue	Los Angeles, CA 90064
Cahuenga Branch Library	4591 Santa Monica Boulevard	Los Angeles, CA 90029	Panorama City Branch Library	14345 Roscoe Boulevard	Panorama City, CA 91402
Canoga Park Branch Library	20939 Sherman Way	Canoga Park, CA 91303	Pico Union Branch Library	1030 South Alvarado Street	Los Angeles, CA, 90006
Chatsworth Branch Library	21052 Devonshire Street	Chatsworth, CA 91311	Pio Pico - Koreatown Branch Library	694 South Oxford Avenue	Los Angeles, CA 90005
Chinatown Branch Library	639 North Hill Street	Los Angeles, CA 90012	Platt Branch Library	23600 Victory Boulevard	Woodland Hills, CA 91367
Cypress Park Branch Library	1150 Cypress Avenue	Los Angeles, CA 90065	Playa Vista Branch Library	6400 Playa Vista Drive	Los Angeles, CA 90094
Donald Bruce Kaufman - Brentwood Branch Library	11820 San Vicente Boulevard	Los Angeles, CA 90049	Porter Ranch Library	11371 Tampa Avenue	Porter Ranch, CA 91326
Eagle Rock Branch Library	5027 Caspar Avenue	Los Angeles, CA 90041	Robert Louis Stevenson Branch Library	803 Spence Street	Los Angeles, CA 90023
Echo Park Branch Library	1410 West Temple Street	Los Angeles, CA 90026	Robertson Branch Library	1719 South Robertson Boulevard	Los Angeles, CA 90035
Edendale Branch Library	2011 Sunset Boulevard	Los Angeles, CA 90026	San Pedro Regional Library	931 South Gaffey Street	San Pedro, CA 90731
El Sereno Branch Library	5226 Huntington Drive South	Los Angeles, CA, 90032	Sherman Oaks Martin Pollard Branch Library	14245 Moorpark Street	Sherman Oaks, CA 91423
Encino - Tarzana Branch Library	18231 West Ventura Boulevard	Tarzana, CA 91356	Silverlake Branch Library	2411 Glendale Boulevard	Los Angeles, CA 90039
Exposition Park - Dr. Mary McLeod Bethune Regional Library	3900 South Western Avenue	Los Angeles, CA 90062	Studio City Branch Library	12511 Moorpark Street	Studio City, CA 91604
Fairfax Branch Library	161 South Gardner Street	Los Angeles, CA 90036	Sun Valley Branch Library	7935 Vineland Avenue	Sun Valley, CA 91352
Felipe de Neve Branch Library	2820 West 6th Street	Los Angeles, CA 90057	Sunland - Tujunga Branch Library	7771 Foothill Boulevard	Tujunga, CA 91042
Frances Howard Goldwyn - Hollywood Regional Branch Library	1623 Ivar Avenue	Los Angeles, CA 90028	Sylmar Branch Library	14561 Polk Street	Sylmar, CA 91342
Granada Hills Branch Library	10640 Petit Avenue	Granada Hills, CA 91344	Valley Plaza Branch Library	12311 Vanowen Street	North Hollywood, CA 91605
Harbor Gateway Branch Library	24000 South Western Avenue	Harbor City, CA 90710	Van Nuys Branch Library	6250 Sylmar Avenue	Van Nuys, CA 91401
Hyde Park Miriam Matthews Branch Library	2205 West Florence Avenue	Los Angeles, CA, 90043	Venice - Abbot Kinney Memorial Branch Library	501 Venice Boulevard	Venice, CA 90291
Jefferson - Vassie D. Wright Memorial Branch Library	2211 West Jefferson Boulevard	Los Angeles, CA 90018	Vermont Square Branch Library	1201 West 48th Street	Los Angeles, CA 90037
John C. Fremont Branch Library	6121 Melrose Avenue	Los Angeles, CA 90038	Vernon - Leon H. Washington Jr. Memorial Branch Library	4504 South Central Avenue	Los Angeles, CA 90011
John Muir Branch Library	1005 West 64th Street	Los Angeles, CA 90044	Washington Irving Branch Library	4117 West Washington Boulevard	Los Angeles, CA 90018
Junipero Serra Branch Library	4607 South Main Street	Los Angeles, CA 90037	West Los Angeles Regional Library	11360 Santa Monica Boulevard	Los Angeles, CA 90025
Lake View Terrace Branch Library	12002 Osborne Street	Lake View Terrace, CA 91342	West Valley Regional Branch Library	19036 Vanowen Street	Reseda, CA 91335
Lincoln Heights Branch Library	2530 Workman Street	Los Angeles, CA 90031	Westchester - Loyola Village Branch Library	7114 West Manchester Avenue	Los Angeles, CA 90045
Little Tokyo Branch Library	203 South Los Angeles Street	Los Angeles, CA 90012	Westwood Branch Library	1246 Glendon Avenue	Los Angeles, CA 90024
Los Angeles Central Library	630 West 5th Street	Los Angeles, CA 90071	Will & Ariel Durant Branch Library	7140 Sunset Boulevard	Los Angeles, CA 90046
Los Feliz Branch Library	1874 Hillhurst Avenue	Los Angeles, CA 90027	Wilmington Branch Library	1300 North Avalon Boulevard	Wilmington, CA 90744
Malabar Branch Library	2801 Wabash Avenue	Los Angeles, CA, 90033	Wilshire Branch Library	149 North St. Andrews Place	Los Angeles, CA 90004
Mar Vista Branch Library	12006 Venice Boulevard	Los Angeles, CA 90066	Woodland Hills Branch Library	22200 Ventura Boulevard	Woodland Hills, CA, 91364
Mark Twain Branch Library	9621 South Figueroa Street	Los Angeles, CA 90003			

**BALLOT DROP BOX PERMIT**

The following constitutes the mutually agreed upon Ballot Drop Box Permit for the following Ballot Drop Box Location:

\_\_\_\_\_ by the City of Los Angeles Library Department (“Host”) and the Los Angeles County Registrar-Recorder / County Clerk (“RR/CC”)

**Contact List – Host**

<b>Primary Contact Name</b>		<b>Phone #</b>	
<b>Email Address</b>		<b>Alternate Phone #</b>	
<b>Secondary Contact Name</b>		<b>Phone #</b>	
<b>Email Address</b>		<b>Alternate Phone #</b>	
<b>After Hours Emergency Contact Name</b>		<b>Phone #</b>	
<b>Email Address</b>		<b>Alternate Phone #</b>	

**Contact List – RR/CC**

<b>Primary Contact Name</b>	Adrian Avelar or Laura Herrera	<b>Phone #</b>	562-462-2835
<b>Email Address</b>	VBMDropOff@rrcc.lacounty.gov	<b>Alternate Phone #</b>	562-345-8372
<b>After Hours Emergency Contact Name</b>		<b>Phone #</b>	
<b>Email Address</b>		<b>Alternate Phone #</b>	

**Ballot Drop Box - Access Schedule**

Host has agreed to grant access to the public and RR/CC to the designated space and drop box for the following dates:

START DATE	END DATE

During the above period, the public and RR/CC shall have access to the designated space twenty-four (24) hours a day for the entirety of the voting period.

**Designated Space, Parking, and Public Access**

RR/CC agrees to make best efforts to limit signage and vehicle traffic to the mutually agreed upon areas depicted in Attachment B-1.

**Additional Access Considerations**

Please specify any additional considerations necessary to provide RR/CC access to the designated space (Alarm Codes, Gate keys, Access Badges, Parking Passes, etc.):

**Designated Space Schematic**

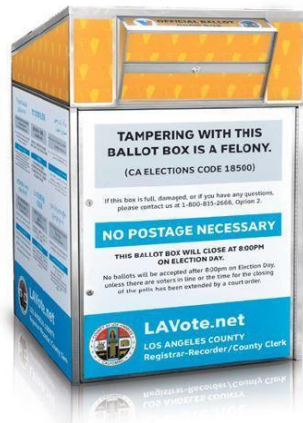
The Ballot Drop Box shall be installed in the space marked below. In the event an alternative location is identified and agreed upon by both parties, this schematic may be revised.

## **BALLOT DROP BOX DESCRIPTION**

RR/CC is authorized to install a Ballot Drop Box as described here:



## **24-Hour Drop Boxes**



### **Standard Box**

- 32" x 32" x 52"
- 140 lbs empty
- Walk up access only
- 5,000+ ballot capacity

Ballots will be retrieved at least twice a week during the first 20 days of the voting period. For the last 10 days, ballots will be picked up at least every other day and potentially daily. All boxes will be secured at 8:00pm on Election Day.