



Registrar of Voters  
 1300 S Grand Ave, Building C  
 Santa Ana, CA 92705

## AMENDMENT NO. 1 TO VOTE CENTER ENTRY PERMIT (LICENSE)

THIS IS A LICENSE TO ENTER (“**Permit**”) effective upon execution of all required signatures (“**Effective Date**”), by and between CITY OF IRVINE, (hereinafter referred to as “**Permitter**”) and the COUNTY OF ORANGE, a political subdivision of the State of California (hereinafter referred to as “**County**” or “**Permittee**”) without regard to number or gender. Permitter and County may sometimes hereinafter be individually referred to as “**Party**” or jointly as “**Parties.**”

1. PURPOSE: Pursuant to Section 12283 and 12284 of the Election Code, which authorizes an Election Official to request the use of a public building to be used as a polling place or voting center as needed, and to provide in-person voting sites for voters free of charge, Permitter hereby grants to County use of the PORTOLA SPRINGS COMMUNITY CENTER, ACJACHEMEN ROOM, property located at 900 TOMATO SPRINGS, IRVINE, CA (“**Property**”) on May 21, 2026, and terminating on June 11, 2026 (“**Term**”).
  
2. AREA AND USE: Permitter grants County and its invitees and licensees permission to enter and use the Property described above for the purpose of providing a vote center for voters. County agrees not to use the Property for any other purpose, nor to engage in or permit any other activity within or from the Property. County further agrees not to conduct or permit to be conducted any public or private nuisance in, on, or from the Property and to comply with all governmental laws and regulations in connection with its use of the Property.

### 2.1. DATES AND HOURS OF USE AND ACCESS.

2.1.1. Permitter specifically grants County and its invitees and licensees permission to enter and use the Property for the purpose of providing an early voting location on the dates and hours as follows:

Vote Center Dates	Hours of Use*
Wednesday, May 27	9am – 5pm
Thursday, May 28	9am – 5pm
Friday, May 29	9am – 5pm
Saturday, May 30	9:30am - 7pm
Sunday, May 31	9:30am - 7pm
Monday, June 1	9:30am - 7pm
Tuesday, June 2	6:30am – 12am
Wednesday, June 3	9am – 5pm

\*Vote Center hours are subject to change at any time by County based on the operational needs presented by the election turnout.

2.1.2. Permitter specifically grants County permission to enter and use the Property for the purpose of delivering and picking up Vote Center equipment on the dates and hours as follows:

<b>Vote Center Equipment Delivery and Pick-Up</b>
<b>Delivery Date Period:</b> Thursday, May 21, 2026 through Wednesday, May 27, 2026
<b>Pick-up Date Period:</b> Thursday, June 4, 2026 through Thursday, June 11, 2026
*Specific dates and hours to be provided by County by Friday, May 8, 2026.

Permitter shall provide County staff with the means necessary to access the Property by Thursday, May 21, 2026. If Permitter is unable or unwilling to provide County staff with the means necessary to access the Property, Permitter shall provide staff to open and close the Property during the hours stated in the table above.

2.2. PROPERTY EQUIPMENT AND SUPPLIES. The Permitter acknowledges and agrees that it will supply the County with the equipment and supplies listed in Attachment 1.

2.3. PERMITTER OBLIGATIONS. The Permitter acknowledges that the County must have exclusive access to the Property during the dates and hours described in Section 2.1, above. To that end, the Permitter agrees to the following:

2.3.1. If Permitter is not providing County staff with the means necessary to access the Property without the assistance of Permitter staff (i.e., Permitter is not providing County staff with the necessary keys to the Property), then Permitter shall close and secure the Property at the end of the hours stated in, or the end of the hours as provided by County pursuant to, Section 2.1.1 and Section 2.1.2. Permitter also shall secure the Property during the hours outside those stated in, or those provided by County pursuant to, Section 2.1.1. and Section 2.1.2.

2.3.2. The Permitter shall prohibit access to the Property for purposes other than elections operations.

2.3.3. The Permitter shall provide two (2) designated parking stalls for the County’s exclusive use for placement of a temporary portable storage container for equipment and supplies.

2.3.4. The Permitter shall not disrupt, or allow to be disrupted, the organization or layout of the Property.

2.3.5. The Permitter shall not schedule, or allow to be scheduled, events or activities on the Property.

2.3.6. The Permitter shall provide restroom access for County staff.

2.3.7. The Permitter shall provide free parking for County staff. If parking passes are necessary for County staff parking, the passes shall be provided no later than Friday, May 15, 2026.

2.3.8. The Permitter shall provide electricity, including but not limited to, functioning electrical

outlets on the Property.

2.3.9. The Permittee shall ensure the Property has adequate and functioning lighting both inside the Property and outside the Property.

2.3.10. The Permittee shall provide free parking for voters and a minimum of one (1) designated parking spot or vehicle staging location for curbside voting that will allow voters to cast a ballot without exiting their vehicles as required by Section 12283(d)(2) of the Elections Code. Logistics and set up will be responsibility of County staff.

3. UTILITIES, MAINTENANCE AND JANITORIAL: Permittee shall pay all the charges for the following utilities: water, gas, electricity, trash disposal and sewer. Permittee shall provide air conditioning and/or heating on the Property during the dates and hours described in Section 2.1, above.

Permittee shall be responsible for all maintenance and repairs (including but not limited to: fire alarm, HVAC system, elevator maintenance, landscaping, pest control, and trash) unless such maintenance and repairs arise out of County's negligence or intentional acts not in accordance with the uses permitted herein, per Clause 2 (AREA AND USE) above, and excluding normal wear and tear.

Upon mutual agreement in advance of a not to exceed cost, County shall be responsible for payment of any janitorial service, telephone service, cable service, internet service and any other costs not provided for in this section if approved in writing and noted in section 4 below. An estimated cost breakdown of fees shall be included in Attachment 2.

4. AUTHORIZATION FOR USE OF PROPERTY: Parties acknowledge and agree that the use of this property is provided pursuant to Elections Code section 12283.

4.1. PERMIT FEE. If applicable, County agrees to pay Permittee in arrears a one-time payment in an amount not to exceed N/A dollars (\$N/A) as a fee for the use of the Property ("Permit Fee") during the Term. The Permittee will provide an invoice to the County on the Permittee's letterhead describing the service rendered and the permit fee amount.

Invoice and support documentation are to be sent to:

ROV  
Attn: Accounts Payable  
PO Box 11298  
Santa Ana, CA 92711

Said Permit Fee shall be submitted to: N/A

5. INDEMNIFICATION: County hereby agrees to indemnify, hold harmless, and defend Permittee against any and all claims, loss, demands, damages, cost, expenses or liability arising out of the use of the Property, except for liability arising out of the concurrent active or sole negligence of, Permittee including the cost of defense of any lawsuit arising therefrom. In the event Permittee is named as co-defendant, County shall notify Permittee of such fact and shall represent Permittee, in such legal action unless Permittee undertakes to represent itself as co-defendant in such legal action, in which event County shall pay to Permittee its litigation costs, expenses and attorney's fees. In the event judgment

is entered against County and Permittee because of the concurrent active negligence of County and Permittee, their officers, agents, or employees, an apportionment of liability to pay such judgment shall be made by a court of competent jurisdiction. Neither Party shall request a jury apportionment.

6. ATTORNEYS' FEES: In any action or proceeding to enforce or interpret any provision of this Permit, or where any provision hereof is validly asserted as a defense, the Parties shall bear their own attorneys' fees, costs and expenses.
7. GOVERNING LAW AND VENUE: This Permit has been negotiated and executed in the State of California and shall be governed by and construed under the laws of the State of California. In the event of any legal action to enforce or interpret this Permit, the sole and exclusive venue shall be a court of competent jurisdiction located in Orange County, California, and the Parties hereto agree to and do hereby submit to the jurisdiction of such court, notwithstanding Code of Civil Procedure Section 394.
8. AUTHORIZED SIGNATURES: Both Parties to this Permit represent that the signatories executing this document are fully authorized to enter into this Permit.
9. NOTICES: All written notices pursuant to this Permit shall be addressed as set forth below or as either Party may hereafter designate by written notice and shall be deemed delivered upon personal delivery, delivery by facsimile machine, electronic mail, or seventy-two (72) hours after deposit in the United States Mail. Any written correspondence between the Parties shall be addressed as follows:

**COUNTY**

County of Orange  
Registrar of Voters  
Facilities Services  
1300 South Grand Avenue  
Building C  
Santa Ana, CA 92705  
Attention: Administrative Manager  
Email: Kimberly.Hostler@ocvote.gov

**PERMITTEE**

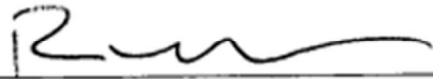
CITY OF IRVINE  
  
1 Civic Center Plaza  
Irvine, CA 92606  
  
Attention: Carl Petersen  
CPetersen@cityofirvine.org

**Signatures Follow--**

IN WITNESS WHEREOF, the Parties have executed this agreement the day and year first above written.

**APPROVED AS TO FORM:**


Office of County Counsel  
Orange County, California

By  \_\_\_\_\_  
Deputy County Counsel

Date: TEMPLATE APPROVED 12152025


**PERMITTER**

CITY OF IRVINE

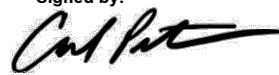
DocuSigned by:  
By  \_\_\_\_\_  
Sean Crumby  
City Manager

Date: 3/31/2026

**APPROVED AS TO FORM:**


DocuSigned by:  
By  \_\_\_\_\_  
Jeffrey Melching  
City Attorney

**ATTEST:**

Signed by:  
By  \_\_\_\_\_  
Carl Petersen  
City Clerk

**COUNTY**

COUNTY OF ORANGE

Signed by:  
By  \_\_\_\_\_  
Bob Page,  
Registrar of Voters  
Per Resolution No. 20-091  
and Minute Order dated July 14, 2020

Date: 3/31/2026

**ENTRY PERMIT (LICENSE)**  
**Attachment 1**

Pursuant to Section 2.2 of this Permit, Permitter shall

1. Provide four (4) six-foot tables and six (6) chairs. If Permitter is unable to provide this equipment, it shall notify the County within 20 days before the event if the facility cannot provide tables and chairs.
2. Remove any and all items from Property (Voting Room referenced in Section 1), except for the provided tables and chairs, if applicable. Said room shall be free and clear by Set Up Day.
3. Permitter shall provide soap, water, paper towels in restrooms to ensure proper hygiene. Provide stock supplies available over the weekend.
4. If Permitter Staff is assigned to open facility and is running late, they are to contact the County immediately at (714) 954-1901.
5. Permitter shall provide to County facility primary contact and emergency contact information.
6. Provide a designated area for PODS placement that will be in close proximity to the building and be finalized 20 days before Election period begins for the delivery and pick up of voting equipment.
7. Permitter shall ensure exclusive, secure access to the Voting Room for the County and all doors shall have the ability to lock. When the permitter needs access to the room, the permitter shall coordinate access with the County.
8. The Permitter shall, if identified by County, allow for drive-thru VBM option in their parking lot that would allow the voters to drop-off their ballot without exiting their vehicles. Logistics and set up will be responsibility of County staff.

**FEE SCHEDULE**  
**Attachment 2**

N/A