

MEMORANDUM OF UNDERSTANDING
BETWEEN
CALIFORNIA STATE UNIVERSITY, SAN BERNARDINO
AND
COUNTY OF SAN BERNARDINO

1. PURPOSE

This MOU defines the agreement between the Trustees of the California State University, San Bernardino ("University") and San Bernardino County ("County") and regarding the continued presence, use, maintenance, monitoring, and removal of a secure ballot drop box and related surveillance equipment on University property.

The purpose is to provide a secure, accessible location for ballot drop-off while ensuring protection of University property, safety of its community, and compliance with applicable law.

2. LICENSE

The University grants the County and its agents a revocable license to access, use, monitor, maintain, and remove the ballot drop box and related equipment at the designated location. This license is:

- Non-exclusive and revocable at any time by the University with ninety (90) days' written notice in non-election years, or if in an election year, one hundred and twenty (120) days prior to an election.
- Conditioned on the County's full compliance with this MOU.
- Limited solely to ballot drop-off purposes during authorized election periods.

3. ROLES AND RESPONSIBILITIES

3.1 County Responsibilities

1. Remain the sole owner of the ballot drop box and wireless camera equipment.
2. Bear all costs of maintenance, monitoring, repair, and eventual removal of the ballot drop box and related equipment.
3. Be solely responsible for all claims, damages, vandalism, theft, or liabilities arising from the ballot drop box and its operations.
4. Maintain, repair, or replace the ballot drop box and wireless camera as necessary.
5. Service the drop box in compliance with all State and County regulations, including timely removal of ballots.
6. Provide staff to secure and lock the drop box at the close of each election day.
7. Ensure wireless surveillance cameras do not monitor or record areas beyond the ballot box itself, to protect University privacy and operations.
8. Promptly respond to any reported issues, vandalism, or safety concerns.
9. Restore the site to its original condition upon removal, at County's sole expense.

3.2 University Responsibilities

1. Allow reasonable access to the ballot drop box area during election periods.
2. Retain the right to restrict or suspend access in case of emergency, safety concerns, or operational conflicts.
3. Maintain general cleanliness of adjacent areas under University control but shall not assume any responsibility for ballot box security, monitoring, or operation.
4. Report any observed damage or issues to the County.
5. Not be required to remove ballots or provide election services, except in extraordinary emergency situations upon mutual agreement.

4. GENERAL TERMS AND CONDITIONS

4.1 Term and Termination

This MOU is effective upon execution and continues through October 1, 2030, unless terminated earlier. Either party may terminate the MOU with a ninety (90) day written notice of termination in non-election years, or if in an election year, one hundred and twenty (120) days prior to an election

4.2 Resources and Funding

The parties acknowledge and agree that this MOU does not create any fiscal responsibilities or financial obligations between University and County. Neither party shall be liable for any expenses, costs, or financial commitments incurred by the other party in connection with this MOU. All costs associated with the activities outlined in this MOU shall be borne by the party incurring such costs, unless otherwise agreed in writing by both parties.

4.3 Notices

The Parties agree to send all notices required hereunder to the respective address below, with postage prepaid via traceable means including delivery confirmation, unless otherwise permitted herein.

UNIVERSITY:

California State University, San
Bernardino
Attn: Procurement and Contract
5500 University Pkwy, Sierra Hall
San Bernardino, CA 92407

COUNTY:

San Bernardino County Registrar of
Voters
Attn: Joani Finwall
777 E. Rialto Ave,
San Bernardino, CA 92415

4.4 Endorsement

Nothing contained in this MOU shall be construed as conferring on any Party, any right to use the other Party's name as an endorsement of product/service or to advertise, promote or otherwise market any product or service without the prior written consent of the other Party. Furthermore, nothing in this MOU shall be construed as endorsement of any commercial product or service by the CSU, its officers or employees.

4.5 Independent Status

Parties, in the performance of this MOU, shall act in an independent capacity and not as officers, employees or agents of the other Party.

4.6 Insurance

County shall, at its sole expense, maintain the following coverage (or qualified self-insurance) for the Term and provide evidence prior to execution and upon renewal:

1. Commercial General Liability (CGL) — occurrence form at least as broad as ISO CG 00 01; limits not less than \$2,000,000 per occurrence and \$4,000,000 general aggregate. Policies shall name The State of California, the Trustees of the California State University, California State University, San Bernardino, and their officers, employees, volunteers, and agents as additional insureds via endorsement (e.g., CG 20 10 and CG 20 37, or equivalents). Coverage shall be primary and non-contributory to insurance or self-insurance maintained by the University and include a waiver of subrogation in favor of the University.
2. Automobile Liability — coverage for owned, hired, and non-owned autos, with limits not less than \$1,000,000 combined single limit per accident; additional insured endorsement in favor of the University required.
3. Workers' Compensation & Employers' Liability — statutory WC in compliance with California law and Employers' Liability of not less than \$1,000,000 each accident, each employee, and policy limit; waiver of subrogation in favor of the University.
4. Evidence of Coverage — County shall furnish certificates of insurance and the required additional insured endorsements (not just certificate notations) to CSUSB Risk Management at the address designated by CSUSB. CSU may request certified copies. Any self-insurance program must provide written evidence of coverage at limits not less than those above.

4.7 Indemnification

The County agrees to indemnify, defend, and hold harmless the University, the Trustees of the California State University, officers, employees, volunteers, and students from all claims, damages, or liabilities arising out of the continued use, monitoring, maintenance, or removal of the ballot drop box and related equipment.

4.8 Security Equipment Use

Wireless cameras must comply with all privacy, data storage, and security requirements. The County shall ensure that no recordings are used for non-election purposes.

4.9 Amendments

No alteration or variation of the MOU shall be valid unless made in writing and signed by the Parties hereto, and no oral understanding or agreement not incorporated in writing in the MOU shall be binding on any of the Parties hereto.

4.10 Governing Law

This MOU shall be construed in accordance with and governed by the laws of the State of California, except where superseded by federal law.

4.11 Electronic Signatures

This MOU may be executed in any number of counterparts, each of which so executed shall be deemed to be an original, and such counterparts shall together constitute one and the same MOU. The parties shall be entitled to sign and transmit an electronic signature of this MOU (whether by facsimile, PDF or other email transmission), which signature shall be binding on the party whose name is contained therein. Each party providing an electronic signature agrees to promptly execute and deliver to the other party an original signed MOU upon request.

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

**Trustees of the California State
University, San Bernardino**

Signature

Name

Title

Date

San Bernardino County:

Signature

Name

Title

Date