

THE INFORMATION IN THIS BOX IS NOT A PART OF THE CONTRACT AND IS FOR COUNTY USE ONLY



Contract Number

20-926

SAP Number

Registrar of Voters

Department Contract Representative	<u>Bob Page</u>
Telephone Number	<u>909-387-2100</u>
Contractor	<u>California State University, San Bernardino</u>
Contractor Representative	<u>Jennifer Sorenson</u>
Telephone Number	<u></u>
Contract Term	<u>9/28/2020 through 10/1/2020</u>
Original Contract Amount	<u>\$0</u>
Amendment Amount	<u></u>
Total Contract Amount	<u>\$0</u>
Cost Center	<u></u>

Briefly describe the general nature of the contract: *This Memorandum of Understanding with California State University, San Bernardino for the installation of a secure mail ballot drop box on its property.*

FOR COUNTY USE ONLY

Approved as to Legal Form

Jolena Grider
Jolena Grider, Deputy County Counsel

Date 9/29/20

Reviewed for Contract Compliance

▶

Date

Reviewed/Approved by Department

Bob Page
Bob Page, Registrar of Voters

Date

9/29/2020

**MEMORANDUM OF UNDERSTANDING / REVOCABLE LICENSE
BY AND BETWEEN THE COUNTY OF SAN BERNARDINO
AND CALIFORNIA STATE UNIVERSITY SAN BERNARDINO**

THIS MEMORANDUM OF UNDERSTANDING / REVOCABLE LICENSE (“MOU”), dated as of SEPTEMBER 28, 2020 (“Effective Date”), is by and between the County of San Bernardino, a political subdivision of the State of California, acting by and through its Registrar of Voters (“County”), and California State University, San Bernardino, a California state agency acting in the higher education capacity (“University”). County and University are sometimes individually referred to herein as a “party” and collectively as the “parties.”

1. PURPOSE.

The purpose of this MOU is to define the agreement between the County and the University for the County to install and use a secure ballot drop box on property owned by the University. This MOU serves the public purposes of the County and the University by allowing for an additional location for the public to deposit official ballots, 24/7, for all elections in County of San Bernardino. This MOU further sets forth the roles and responsibilities of the parties.

2. LICENSE.

At no cost to the County, the University hereby grants to the County and its employees, agents, and representatives a revocable license to enter, access, and use the property located at 5500 University Parkway, San Bernardino CA 92407 in the city of San Bernardino and more commonly identified by County of San Bernardino Assessor’s Parcel Number 026-504-109 (“Property”) for the purpose of installing and using a secure ballot drop box. The secure ballot drop box will be temporarily installed by the County on the Property at the location shown on Exhibit A, attached hereto and incorporated by this reference.

3. ROLES AND RESPONSIBILITIES

3.1 County’s Role and Responsibilities. The County agrees to the following:

- 1) The County shall be the sole owner of the ballot drop box and shall be responsible for all costs associated with acquiring, providing, and installing the ballot drop box at the designated location on the Property (Exhibit A).
- 2) The County shall be responsible for all costs associated with removing the ballot drop box and restoring the University’s property to its original condition.
- 3) The County shall timely notify the University of any elections to be conducted where the ballot drop box will need to be available.
- 4) The County shall regularly service the ballot drop box by removing the ballots as required by County and State requirements during an election period.
- 5) The County shall provide staff on site to securely lock the box to prevent ballots from being deposited promptly at 8:00 p.m. on the day of any election.
- 6) The County shall provide a cover for and shall secure and lot the ballot drop box at all times the ballot drop box is not in use.

- 7) The County shall maintain, repair, or replace the ballot drop box as needed.
- 8) The County shall promptly respond to any reported problems or incidents related to the ballot drop box.

3.2 University Roles and Responsibilities. The University agrees to the following:

- 1) The University shall allow access to the ballot drop box by voters during any scheduled County election.
- 2) The University shall maintain the area adjacent to the ballot drop box by keeping the area in good condition and conducting regular inspections and routine maintenance of the area.
- 3) The University shall promptly report any damage to, tampering with, or defacement of the ballot drop box to the County if the University is made aware of such vandalism, damage, or tampering.
- 4) The University shall monitor the status of the ballot drop box during an election and report any issues to the County.
- 5) The University shall remove and secure ballots from the ballot drop box on an emergency basis only.

4. GENERAL TERMS AND CONDITIONS.

4.1 Term and Termination. This MOU shall commence on the Effective Date and shall continue in full force and effect through October 1, 2025, unless earlier terminated in accordance with the provisions set forth in this paragraph. This MOU may be terminated by either party upon ninety (90) days' written notice to the other party. Upon termination, the County shall remove the ballot drop box, unless otherwise agreed to by the parties. The County shall be responsible for all costs to return the Property to the condition it was in at the Effective Date, normal wear and tear excepted.

4.2 Notices. All notices shall be made in writing and shall be given by personal delivery or by U.S. Mail or courier service. Notices, bills, and payments shall be addressed as follows:

If to County: County of San Bernardino
Registrar of Voters
Attn: Bob Page
777 E. Rialto Ave San Bernardino, CA 92415
Office: 909-387-2100
Email: Bob.Page@rov.sbcounty.gov

If to University: California State University, San Bernardino
University Police
Chief of Police & Director of Public Safety
Attn: Nina Jamsen
5500 University Parkway San Bernardino, CA 92407
Office: 909-537-7138
Email: nina.jamsen@csusb.edu

If to University: California State University, San Bernardino
Facilities Services – Planning & Management
Associate Vice President Facilities Planning & Management
Attn: Jennifer Sorenson
5500 University Parkway San Bernardino, CA 92407
Office: 909-537-5069
Email: jennifer.sorenson@csusb.edu

When a notice is given by a generally recognized overnight courier service, the notice shall be deemed received on the next business day. When a copy of a notice is sent by facsimile or email, the notice shall be deemed received upon transmission as long as (1) the original copy of the notice is promptly deposited in the U.S. mail and postmarked on the date of the facsimile or email, (2) the sender has a written confirmation of the facsimile transmission or email, and (3) the facsimile or email is transmitted before 5 p.m. (recipient's time). In all other instances, notices shall be effective upon receipt by the recipient. Changes may be made in the names and addresses of the person to whom notices are to be given by giving written notice pursuant to this paragraph.

4.3 Insurance Requirements. Both parties are authorized self-insured public entities for purposes of Professional Liability, General Liability, Automobile Liability and Workers' Compensation and warrant that through their respective programs of self-insurance, they have adequate coverage or resources to protect against liabilities arising out of the performance of the terms, conditions or obligations of this agreement, then that shall suffice for coverage and meet the insurance requirements for this Contract. The County's proof of insurance is attached hereto as Exhibit B and incorporated by this reference.

4.4 Indemnification. Each party agrees to indemnify, hold harmless, and release the other party and its officers, agents, and employees, from and against any actions, claims, damages, liabilities, disabilities, or expenses, that may be asserted by any person or entity, that arise out of the negligence, omissions, or willful misconduct of the indemnifying party or its officers, agents, employees, contractors, subcontractors, or invitees.

4.5 Amendments. This MOU may be altered, amended, or modified only by an instrument in writing, executed by the parties to this MOU, and by no other means.

4.6 Governing Law. This MOU shall be governed by and construed in all respects in accordance with California state law.

- 5** 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 the 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, County and University have executed this MOU by and through their respective authorized officers, as set forth below.

Count of San Bernardino Registrar of Voters

By: 

Gary McBride
County Executive Officer
County of San Bernardino

Date: 10/1/20

CALIFORNIA STATE UNIVERSITY, San Bernardino

By: _____
Erika Takenaka
Lead Procurement
California State University of San Bernardino

Date: _____

IN WITNESS WHEREOF, County and University have executed this MOU by and through their respective authorized officers, as set forth below.

Count of San Bernardino Registrar of Voters

By: _____
Gary McBride
County Executive Officer
County of San Bernardino

Date: _____

CALIFORNIA STATE UNIVERSITY, San Bernardino

By: *Erika Takenaka*
Erika Takenaka
Lead Procurement
California State University of San Bernardino

Date: Oct 1, 2020

ATTACHMENTS: EXHIBIT A-SITE PLAN SHOWING DESIGNATED LOCATION OF BALLOT DROP BOX



ATTACHMENTS: EXHIBIT B – Certificate of Insurance



**County of San Bernardino
RISK MANAGEMENT DEPARTMENT
222 West Hospitality Lane, Third Floor
San Bernardino, CA 92415-0016**

**CERTIFICATE OF INSURANCE
OR SELF-INSURANCE**

In the event of cancellation of the self-insurance programs or policies designated below, it is the intent of the County of San Bernardino to mail 30 days' prior notice thereof to:

**CALIFORNIA STATE UNIVERSITY
SAN BERNARDINO - PURCHASING OFFICE
5500 UNIVERSITY PARKWAY
SAN BERNARDINO, CA 92407**

As respects County of San Bernardino, Memorandum of Understanding / Revocable License (MOU) by and between the County of San Bernardino and California State University San Bernardino for the County to install and use a secure ballot drop box on property owned by the University, located at 5500 University Parkway, San Bernardino, CA 92407, (APN 026-5045-109). The MOU serves the public purposes of the County and the University by allowing for an additional location for the public to deposit official ballots, 24/7, for all elections in the County of San Bernardino. The MOU / Revocable License shall commence on the Effective Date of September 28, 2020 through October 1, 2025, unless earlier terminated in accordance with the provisions set forth in the MOU.

The County of San Bernardino certifies that the following self-insurance programs or policies are in force:

TYPE OF COVERAGE	COMPANY AND POLICY NO.	POLICY PERIOD	LIMITS OF LIABILITY	
			Bodily Injury	Property Damage
Comprehensive General Liability incl. Auto Liability	<i>self-insured</i>	7/1/2020 through 6/30/2021	\$3,000,000.00 Combined Single Limits	
Excess Comprehensive General Liability incl. Auto Liability				
Workers' Compensation	<i>self-insured</i>	7/1/2020 through 6/30/2021	\$2,000,000.00	
OTHER				

This Certificate is not valid unless countersigned by an authorized representative of the County of San Bernardino, Risk Management Department. The State of California, the Trustees of the California State University, the University, the officers, employees, representatives, volunteers, and agents are additional insureds, but only insofar as the Memorandum of Understanding / Revocable License from September 28, 2020 through October 1, 2025.

cc: Yvonne Flores, Staff Analyst II
San Bernardino County Registrar of Voters

September 29, 2020

Date

Authorized Representative

For information regarding the above self-insurance programs or policies, please contact Risk Management Department at (909) 386-8624.
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