

COUNTY BOARD ADDENDUM

County of Champaign, Urbana, Illinois

Thursday, September 24, 2020 – 6:30 p.m.

Lyle Shields Meeting Room

Brookens Administrative Services

1776 East Washington Street, Urbana, Illinois

Agenda Items

Page

XIII. New Business

- E. Adoption of Resolution No. 2020-276 authorizing an Intergovernmental Election
Ballot Box Master License Agreement

1-31

RESOLUTION NO. 2020-276

RESOLUTION AUTHORIZING AN INTERGOVERNMENTAL ELECTION
BALLOT BOX MASTER LICENSE AGREEMENT

WHEREAS, 10 ILCS 5/2B-20(e) authorizes election authorities to establish secure election sites for the postage-free return of vote by mail ballots; and

WHEREAS, The County of Champaign proposes to install a ballot box on property or right-of-way's belonging to the City of Champaign, the Champaign Park District, the City of Urbana, the Champaign-Urbana Public Health District and the University of Illinois; and

WHEREAS, Section 10 of Article VII of the Illinois Constitution of 1970 and the Illinois Intergovernmental Cooperation Act, 5 ILCS 220/1 et. seq. enables units of local government to enter into agreements among themselves and provide authority for intergovernmental cooperation; and

WHEREAS, The County of Champaign wishes to enter into an agreement for 24-hour ballot collection sites with the City of Champaign, the Champaign Park District, the City of Urbana, the Champaign-Urbana Public Health District and the University of Illinois; and

WHEREAS, The intergovernmental agreements outline the responsibilities of each party; and

NOW, THEREFORE, BE IT RESOLVED that the County Board of Champaign County authorizes the County Executive to enter into intergovernmental agreements on behalf of Champaign County with the City of Champaign, the Champaign Park District, the City of Urbana, the Champaign-Urbana Public Health District, the University of Illinois and other locations as needed.

PRESENTED, ADOPTED, APPROVED, AND RECORDED this 24th day of September A.D. 2020.

Giraldo Rosales, Chair
Champaign County Board

Recorded
& Attest: _____
Aaron Ammons, County Clerk
and ex-officio Clerk of the
Champaign County Board
Date: _____

Approved: _____
Darlene A. Kloepfel, County Executive
Date: _____

ELECTION BALLOT BOX MASTER LICENSE AGREEMENT

(City of Champaign – Champaign County)

THIS ELECTION BALLOT BOX MASTER LICENSE AGREEMENT is being made and entered into on the first date that it is fully executed by all of the parties hereto, by and between the CITY OF CHAMPAIGN (“City”) and CHAMPAIGN COUNTY (“County”).

WHEREAS, 10 ILCS 5/2B-20(e) authorizes election authorities to establish secure collection sites for the postage-free return of vote by mail ballots.

WHEREAS, the State Board of Elections has established additional guidelines for the security of such collection sites.

WHEREAS, the guidelines include, among other things, the establishment of 24-hour ballot collection sites.

WHEREAS, the County proposes to install a ballot box on City right-of-way.

WHEREAS, Section 27.5-402 of the Champaign Municipal Code of 1985, as amended, authorizes the City Manager to enter into an agreement with other governmental units to permit use of City right-of-way in order to exercise a public function or to provide a public service.

WHEREAS, the desired location for the ballot box is depicted on the attached map, which may be updated from time to time, if more locations are added by agreement of the parties.

WHEREAS, the City agrees to grant to the County a license to install a ballot box on a portion of City right-of-way, subject to the conditions set forth herein and in compliance with applicable regulations of the Champaign Municipal Code of 1985, as amended, and state and federal law.

NOW, THEREFORE, in consideration of the foregoing and the mutual promises and covenants contained herein, the City and the County hereby agree as follows:

Article 1. Definitions.

- 1.1 **Agreement** means this Election Ballot Box Master License Agreement made and entered into the date that it is fully executed by the parties.
- 1.2 **Ballot Box** means the election ballot collection box, in-ground post, and concrete pad located and installed on a portion of City right-of-way.
- 1.3 **City** means the City of Champaign, Illinois, a home rule municipal corporation.
- 1.4 **Code** means the Champaign Municipal Code of 1985, as amended, and the Manual of Practice.
- 1.5 **County** means the Champaign County, a municipal corporation of the State of Illinois.
- 1.6 **Right-of-Way** means the portion of the street, sidewalk and parkway owned and controlled by the City for public purposes.
- 1.7 **Site Map** means the documents depicting the location of a Ballot Box.
- 1.8 **Site Plans** means the design and construction plans to construct and install a Ballot Box.

Article 2. Responsibilities of the City.

- 2.1 Grant of License.** The City grants to the County a license to construct, install, maintain and use a Ballot Box located in a section of Right-of-Way as depicted in the Site Map attached hereto as **Exhibit A**. The footprint of the Ballot Box shall no greater than 24” x 30” x 36”. Additional locations to construct, install, maintain and use a Ballot Box may be approved from time-to-time by execution of an addendum signed by the County Executive (or designee) and the Public Works Director (or designee). The rights granted to the County shall be subordinate to the City’s use of the Right-of-Way.
- 2.2 Effective Date; Term.** This Agreement shall be effective upon the date it is fully executed. The term of this Agreement shall be for a period of one hundred eighty (180) days from the effective date subject to the right of either party to terminate the agreement with thirty days’ (30) days’ notice pursuant to the Termination provisions of Section 6.1 herein. This Agreement may be amended from time-to-time by agreement of the parties.

Article 3. Responsibilities of the County.

- 3.1 Ballot Box.** The County agrees to install and maintain a Ballot Box as depicted in the Specifications attached hereto as **Exhibit B**. Ballot Boxes at additional locations may be approved from time-to-time by execution of an addendum signed by the County Executive (or designee) and the Public Works Director (or designee). The installation plan for the Ballot Box shall be approved by the Public Works Director (or designee) before installation by the County commences. All design, construction, installation, and maintenance activity shall be at the County’s sole cost and expense.
- 3.2 Maintenance of Right-of-Way and Ballot Box.** The County shall maintain the Right-of-Way and Ballot Box depicted in Exhibits A and B in a good and operating condition, free from accumulation of snow, ice, and debris. All maintenance, repair and replacement required under this Agreement will be performed in a timely and workmanlike manner at the sole cost and expense of the County. Nothing in this Agreement shall obligate the City to notify the County of the need for maintenance, repair, or replacement prior to the County’s completion of any maintenance, repair, or replacement in and around the Right-of-Way and Ballot Box. Upon notice of termination of this Agreement, the County shall remove the Ballot Box subject to this Agreement within thirty (30) days otherwise the City has the right to remove the Ballot Box and seek reimbursement for the costs of removal, which shall be paid within a reasonable time.
- 3.3 Removal or Relocation.** In the event that the City determines that it is reasonably necessary to remove or relocate a Ballot Box for the construction, repair, maintenance, or installation of any City improvement in or upon the right-of-way, the County shall be required to do so at its sole cost within thirty (30) days of written notification of same. The County shall respond to any such request in good faith and in a reasonable and timely manner. If the County denies such request, then the parties shall work in good faith to resolve such dispute. Any unresolved dispute is subject to the dispute resolution provisions herein. This Section shall survive termination of this Agreement.

- 3.4 Insurance.** The County shall maintain insurance in the amounts and types as required by Section 30-407 of the Code, which is Commercial General Liability (CGL) insurance with a limit of liability of \$1,000,000 each occurrence and in the aggregate. The CGL insurance shall cover liability arising from premises, operations, independent contractors, and personal and advertising injury. There shall be no endorsement or modification of the CGL to make it excess over other available insurance. The “City of Champaign, its officers and employees” shall be included as insured under the CGL insurance. The insurance shall apply as primary insurance. A certificate of insurance demonstrating such insurance coverage shall be attached as **Exhibit C**.
- 3.5 Assignment; Transfer.** The privileges granted under this Agreement may not be assigned or transferred to any other governmental unit without the express written approval of the City. Such approval shall not be unreasonably withheld. Acceptance of payment from a person or entity other than the County shall not constitute a waiver of this provision.

Article 4. Indemnification.

- 4.1 County Indemnification of City.** The County will defend, indemnify and hold harmless the City from and against all claims, damages, liabilities and expenses (including, without limitation, reasonable attorneys’ fees and costs) that are sustained by the City in connection with any damages arising from this Agreement, including but not limited to loss of life, personal injury, or property damage, arising from the exercise of the rights granted herein, except to the extent caused by the gross negligence or willful misconduct of the City, or its contractors, agents, licensees or employees. This Section shall survive termination of this Agreement. In connection with any indemnification hereunder, the City will tender to the County the defense of any claim made against the City that is subject to indemnification hereunder in sufficient time to avoid prejudice to the County, for handling by counsel of the City’s selection and reasonably acceptable to the County. Notwithstanding the foregoing, the County retains all defenses and immunities provided by the Local Governmental and Governmental Employees Tort Immunity Act, 745 ILCS 10/1-101, *et seq.*
- 4.2 City Indemnification of the County.** The City will defend, indemnify and hold harmless the County from and against all claims, damages, liabilities and expenses (including, without limitation, reasonable attorneys’ fees and costs) that are sustained by the County in connection with any damages arising from this Agreement, which are caused or contributed to by the willful and wanton misconduct of the City, or its contractors, agents, licensees, or employees. In connection with any indemnification hereunder, the County will tender to the City the defense of any claim made against the County that is subject to indemnification hereunder in sufficient time to avoid prejudice to the City, for handling by counsel of the County’s selection and reasonably acceptable to the City. Notwithstanding the foregoing, the City retains all defenses and immunities provided by

the Local Governmental and Governmental Employees Tort Immunity Act, 745 ILCS 10/1-101, *et seq.*

Article 5. Default and Remedies.

- 5.1. Breach or Default.** Unless otherwise provided herein, in the event of a breach/default of this Agreement by a party, such breaching/defaulting party shall, upon written notice from the other party, cure or remedy such breach/default immediately. In the event the breaching/defaulting party has not cured the breach/default or made a good faith effort to do so within thirty (30) days of said notice, the aggrieved party may institute such proceedings as it deems necessary to cure and remedy such breach/default. Under no circumstances shall the County or a third party be entitled to damages in the form of specific performance, punitive damages, reliance, expectation, compensatory, or any other damages incurred or related to this Agreement. Uncured default by any party to this Agreement shall entitle the aggrieved party reasonable attorneys' fees, costs, and related expenses directly incurred due the breach/default of this Agreement.
- 5.2. Cumulative Remedies.** The rights and remedies of the parties to this Agreement shall be cumulative of each other and of rights and remedies under other provisions of applicable regulations of the Code and state and federal law. Exercise of one or more rights or remedies shall not waive or bar exercise of any other, unless expressly waived in writing.

Article 6. Termination.

- 6.1. Right of Termination.** Each party has the right to terminate all or part of this Agreement upon thirty (30) days prior written notice to the other party.
- A. Rescission.** Upon termination of this Agreement by either party, the grant of benefits to the County shall be rescinded pursuant to this Agreement.
- B. Removal and Restoration.** If this Agreement is terminated by either party and it is cancelled due to the County's default or breach, then the City may in its discretion pay for the costs to remove the Ballot Box and restore the Right-of-Way to at least as good a condition as it was existing prior to the construction, installation, maintenance and use of the Right-of-Way by the County. Reimbursement of costs shall be sought pursuant to Section 3.3 herein. This Section shall survive termination of this Agreement.

Article 7. General Conditions.

- 7.1. Applicable Laws.** Except as otherwise provided herein, this Agreement shall not be construed to weaken the applicability of any laws, resolutions, or ordinances to the County. The parties agree that any claims arising directly or indirectly from this Agreement shall be litigated in accordance with the laws of the State of Illinois in the Champaign County Circuit Court.
- 7.2. Severability.** If any provision of this Agreement is rendered invalid for any reason, such invalidation shall not render any other provision invalid if it can be given effect without the invalid provision.

- 7.3. **Merger.** This Agreement contains all the terms and conditions relating to the agreements of the parties, and no oral representations, covenants or agreements existing between the parties other than those herein stated.
- 7.4. **Time.** The parties agree that time is of the essence to the performance by said parties of the terms and conditions of this Agreement.
- 7.5. **Dispute Resolution.** In the event a dispute arises regarding the interpretation of the provisions of this Agreement, or breach thereof, the parties shall make a good faith effort to resolve such dispute. If the parties are unable to resolve the dispute within sixty (60) days from when written notice of such dispute was sent, then the parties shall submit the dispute to mediation. The selection of the mediator and the mediation process shall be governed by the rules of the Uniform Mediation Act, 710 ILCS 35/1, *et seq.* Each party shall bear its own costs, including half of the costs invoiced by the mediator.
- 7.6. **Notice.** Any written notice under this Agreement shall be sent and be effective the day of mailing via certified mail, or upon personal service to the following parties as designated:

For the City: City Manager
 City of Champaign
 102 North Neil Street
 Champaign, IL 61820

For County: County Executive
 Champaign County
 1776 East Washington Street
 Urbana, Illinois 61802

- 7.7. **Signatures.** This Agreement may be executed in counterparts, each of which shall be deemed an original. Facsimile, pdf, or other electronic signature (e.g. DocuSign) shall be deemed to have the same legal effect as an original ink signature.

IN WITNESS WHEREOF, the City and the County have caused this Agreement to be executed by the parties as of the dates written below.

<p>CHAMPAIGN COUNTY</p> <p>By: _____</p> <p>County Executive</p> <p>Date: _____</p> <p>Approved as to form:</p> <p>_____</p> <p>State's Attorney</p>	<p>CITY OF CHAMPAIGN</p> <p>By: _____</p> <p>City Manager</p> <p>Date: _____</p> <p>Approved as to form:</p> <p>_____</p> <p>City Attorney</p> <p>Sec. 27.5-402 of Cham. Mun. Code</p>
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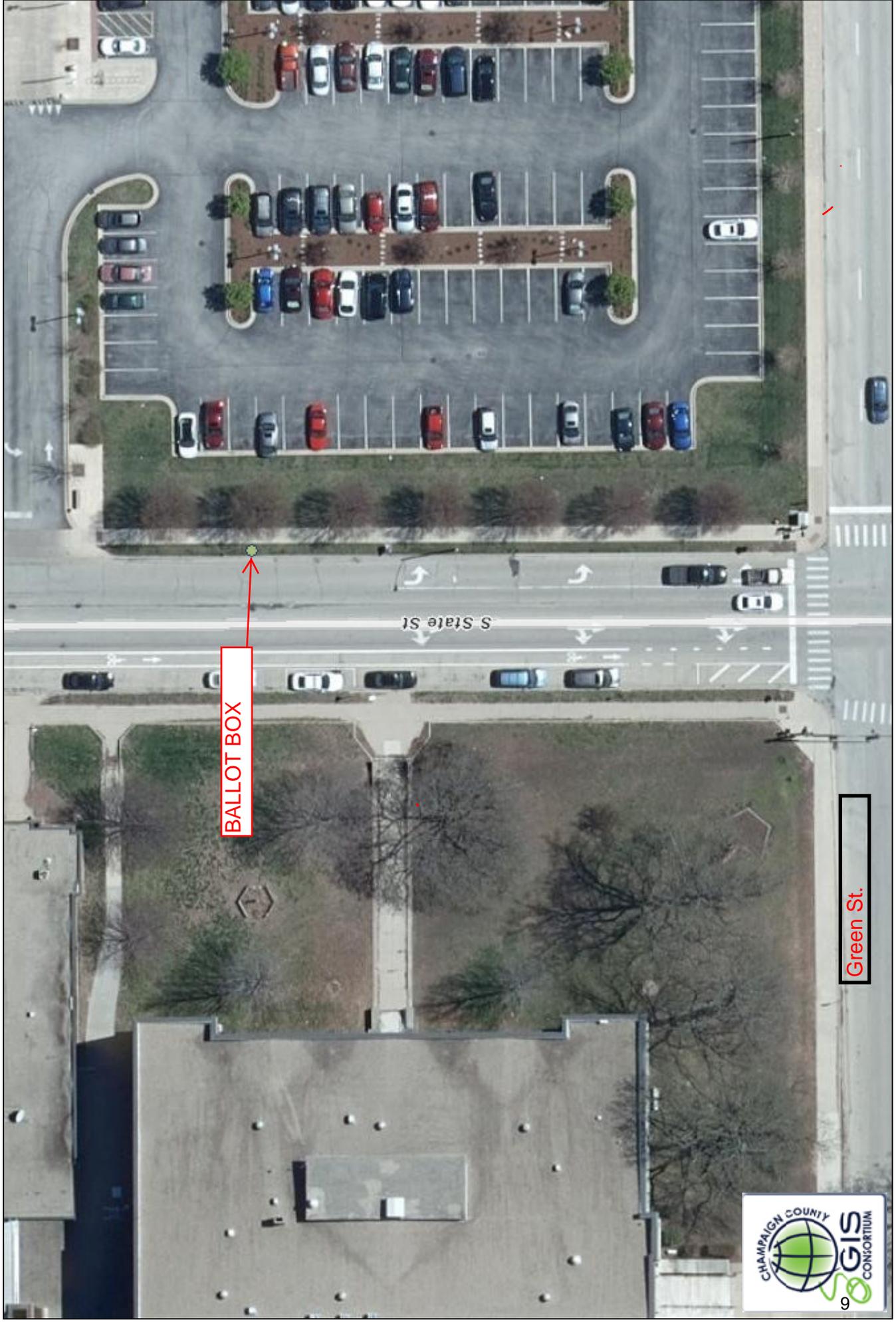
LIST OF EXHIBITS

A. Site Map

B. Ballot Box Specifications

C. Insurance Certificate

GIS Webmap Public Interface Champaign County, Illinois



BALLOT BOX

Green St.



25

Feet

This map was prepared with geographic information system (GIS) data created by the Champaign County GIS Consortium (CCGIS), or other CCGIS member agency. These entities do not warrant or guarantee the accuracy or suitability of GIS data for any purpose. The GIS data within this map is intended to be used as a general index to spatial information and not intended for detailed, site-specific analysis or resolution of legal matters. Users assume all risk arising from the use or misuse of this map and information contained herein. The use of this map constitutes acknowledgement of this disclaimer.

Date: Wednesday, August 26, 2020



FORT KNOX MAILBOX

HOME

MAILBOXES

MULTIPLE MAILBOXES

OTHER PRODUCTS

ABOUT

CONTACT US



MEDIUM BALLOT BOX

24" x 30" x 36" at 400 LBS. (Ballot Box Only)

Our Fort Knox Ballot Boxes are unlike any available on the market and keep ballots safe from destruction. Made from 1/4" steel (2" gauge). One option is to add front and rear entry for ballot drop off for walk- and drive-up situations. They can be locked in the open and closed positions for on and off voting seasons. Also included is a tag system for a serial or seal setup for more security. We suggest a 40" heavy duty steel post for in-ground mounting. For the larger 36" wide Ballot Box, twin 40" posts are recommended. We can also do surface mounting and make custom sizes.

*ESTIMATED TO HOLD 1,500–2,250 BALLOTS

14,100 cubic inches of ballot storage

Prices are before multiple discounts when ordering more than one

Call or email if more ballot boxes are needed, and save more!

(800) 206-8067 or info@fortknoxballotbox.com

\$2,198.00

Ballot Removal Door

Select an option... ▾

Front and Rear Ballot Drop Off Slots

Select an option... ▾

Add custom side skin sets for both sides

Select an option... ▾

Add Vinyl Protection Covers

10



Add a steel T-post

Enter special requests below

- 1 +
+ Add to cart + preview accessories

Description Additional information

SPECIAL FEATURES ON OUR FORT KNOX BALLOT BOXES:

- 1/4" thick (4" gauge) steel all-welded shell (no rivets)
- 3/16" thick and reinforced welded steel doors
- 2" continuous welded steel hinges on all doors with 3/8" thick hinge pin
- Recessed doors to defend against prying with large tools
- Locking Ballot Drop Off door in the open AND closed positions
- 7 Pin Tubular "pick-proof" locks
 - 2 for upper ballot drop off door and 1 for retrieval door (Large = 2 locks)
 - All locks are keyed alike per each Ballot Box and county
 - Upgradable Locks available
- Internal Serial Tag lockout (see picture)
- Weather-resistant with drip edges, and recessed slots and doors to keep ballots dry
- Anti-water damage drip out design
 - Water and sand poured in the front slot come out below on the front of the box
- Decals "Voting Closed" and "Vote Here" included
- High-Performance Powder Coating inside and out
 - Special colors are available!
- Matching 5" x 5" x 40" In-ground steel post (optional)
 - T-Post is the selected post for the 24" Wide Box
 - Twin posts on a welded rack is the best fit for the large 36" Box
 - Optional breakaway post(s) for surface mounting to existing sidewalk
- Can be custom adjusted and upgraded
- Upgrade Locks Available:
 - High-Security Medeco and Abloy Locks (retrieval door only)
 - The Vault Lock (retrieval door only)
 - The Vault Lock EXTREME! (adding the Medeco Lock)
- Optional LED Wireless Light (for collecting ballots during the evening hours)

ELECTION BALLOT BOX MASTER LICENSE AGREEMENT

(Champaign Park District – Champaign County)

THIS ELECTION BALLOT BOX MASTER LICENSE AGREEMENT is being made and entered into on the first date that it is fully executed by all of the parties hereto, by and between the CHAMPAIGN (“Park District”) and CHAMPAIGN COUNTY (“County”).

WHEREAS, 10 ILCS 5/2B-20(e) authorizes election authorities to establish secure collection sites for the postage-free return of vote by mail ballots.

WHEREAS, the State Board of Elections has established additional guidelines for the security of such collection sites.

WHEREAS, the guidelines include, among other things, the establishment of 24-hour ballot collection sites.

WHEREAS, the County proposes to install a ballot box on a Park District Property or Right-of-Way.

WHEREAS, the Intergovernmental Cooperation Act, 5 ILCS 220/1 et. seq. and Section 8-11 of the Illinois Park District Code, authorize the Park District to enter into agreements with other governmental entities to permit the use of Park District property or rights-of-way for the construction, operation, and use of facilities thereon.

WHEREAS, the desired location for the ballot box is depicted on the attached map, which may be updated from time to time, if more locations are added by agreement of the parties.

WHEREAS, the Park District agrees to grant to the County a license to install a ballot box on a portion of Park District Property or Right-of-Way, subject to the conditions set forth herein and in compliance with applicable regulations and state and federal law.

NOW, THEREFORE, in consideration of the foregoing and the mutual promises and covenants contained herein, the Park District and the County hereby agree as follows:

Article 1. Definitions.

- 1.1 **Agreement** means this Election Ballot Box Master License Agreement made and entered into the date that it is fully executed by the parties.
- 1.2 **Ballot Box** means the election ballot collection box, in-ground post, and concrete pad located and installed on a portion of Park District Property or Right-of-Way.
- 1.3 **Park District** means the Park District of Champaign, Illinois.
- 1.4 **County** means the Champaign County, a municipal corporation of the State of Illinois.
- 1.5 **Property or Right-of-Way** means the portion of the street, sidewalk, parkway, or park owned and controlled by the Park District for public purposes.
- 1.6 **Site Map** means the documents depicting the location of a Ballot Box.
- 1.7 **Site Plans** means the design and construction plans to construct and install a Ballot Box.

Article 2. Responsibilities of the Park District.

- 2.1 **Grant of License.** The Park District grants to the County a license to construct, install, maintain and use a Ballot Box located in a section of Property or Right-of-Way as

depicted in the Site Map attached hereto as **Exhibit A**. The footprint of the Ballot Box shall no greater than 24" x 30" x 36". Additional locations to construct, install, maintain, and use a Ballot Box may be approved from time-to-time by execution of an addendum signed by the County Executive (or designee) and the Park District's Executive Director (or designee). The rights granted to the County shall be subordinate to the Park District's use of the Property or Right-of-Way.

- 2.2 Effective Date; Term.** This Agreement shall be effective upon the date it is fully executed. The term of this Agreement shall be for a period of one hundred eighty (180) days from the effective date subject to the right of either party to terminate the agreement with thirty days' (30) days' written notice pursuant to the Termination provisions of Section 6.1 herein. This Agreement may be amended from time-to-time by further agreement of the parties.

Article 3. Responsibilities of the County.

- 3.1 Ballot Box.** The County agrees to install, maintain, and operate a Ballot Box as depicted in the Specifications attached hereto as **Exhibit B** and in accordance with 10 ILCS 5/2B-20(e) as well as the associated guidelines published by the State Board of Elections. Ballot Boxes at additional locations may be approved from time-to-time by execution of an addendum signed by the County Executive (or designee) and the Public Works Director (or designee). The installation plan for the Ballot Box shall be approved by the Public Works Director (or designee) before installation by the County commences. All design, construction, installation, and maintenance activity shall be at the County's sole cost and expense.
- 3.2 Identification and Inspection of Property or Right-of-Way.** The County is solely responsible for determining whether the Property or Right-of-Way is safe, suitable, and appropriate for the installation, maintenance, and operation of a Ballot Box and shall inspect the Property or Right-of-Way prior to and subsequent to the installation of a Ballot Box to determine the suitability of the Property or Right-of-Way for any contemplated use and to identify any potential safety hazards or dangerous conditions. Once installation of a Ballot Box begins, the County certifies that it has inspected the Property or Right-of-Way and further certifies that the Property or Right-of-Way is safe for installation, maintenance, and operation of a Ballot Box. The County shall take all reasonable measures to protect citizens, volunteers, staff, participants, spectators, electors, voters, balloters, visitors, guests, officials, and like or similar persons, from known safety hazards or potential risks. The County shall promptly advise the Park District of any known safety hazard(s) or potentially dangerous condition(s) associated with the Property or Right-of-Way on which a Ballot Box is installed.
- 3.3 Maintenance of Property or Right-of-Way and Ballot Box.** The County shall maintain the Property or Right-of-Way and Ballot Box depicted in Exhibits A and B in a good and operating condition, free from accumulation of snow, ice, and debris. All maintenance, repair and replacement required under this Agreement will be performed in a timely and

workmanlike manner at the sole cost and expense of the County. Nothing in this Agreement shall obligate the Park District to notify the County of the need for maintenance, repair, or replacement prior to the County's completion of any maintenance, repair, or replacement in and around the Property or Right-of-Way and Ballot Box. Upon notice of termination of this Agreement, the County shall remove the Ballot Box subject to this Agreement within thirty (30) days otherwise the Park District has the right to remove the Ballot Box and seek reimbursement for the costs of removal, which shall be paid within a reasonable time.

- 3.4 Removal or Relocation.** In the event that the Park District determines that it is reasonably necessary to remove or relocate a Ballot Box for the construction, repair, maintenance, or installation of any Park District improvement in or upon the Property or Right-of-Way, the County shall be required to do so at its sole cost within thirty (30) days of written notification of same. The County shall respond to any such request in good faith and in a reasonable and timely manner. If the County denies such request, then the parties shall work in good faith to resolve such dispute. Any unresolved dispute is subject to the dispute resolution provisions herein. This Section shall survive termination of this Agreement.
- 3.5 Insurance.** The County shall maintain Commercial General Liability (CGL) insurance with a limit of liability of \$1,000,000 each occurrence and in the aggregate. The CGL insurance shall cover liability arising from premises, operations, independent contractors, and personal and advertising injury. There shall be no endorsement or modification of the CGL to make it excess over other available insurance. The "Park District of Champaign, its commissioners, officers, employees, and agents" shall be included as insured under the CGL insurance. The insurance shall apply as primary insurance. A certificate of insurance together with applicable riders, endorsements, or additional insured terms demonstrating such insurance coverage shall be attached as **Exhibit C**.
- 3.6 Assignment; Transfer.** The privileges granted under this Agreement may not be assigned or transferred to any other governmental unit without the express written approval of the Park District. Such approval shall not be unreasonably withheld. Acceptance of payment from a person or entity other than the County shall not constitute a waiver of this provision.

Article 4. Indemnification.

- 4.1 County Indemnification of Park District.** The County will defend, indemnify and hold harmless the Park District, its commissioners, officers, employees, and agents from and against all claims, damages, liabilities and expenses (including, without limitation, reasonable attorneys' fees and costs) that are incurred, sustained by, or claimed against the Park District in connection with any damages arising from this Agreement, including but not limited to loss of life, personal injury, infringement of rights, or property damage, arising from the exercise of the rights granted herein, except to the extent caused by the gross negligence or willful misconduct of the Park District, or its contractors, agents,

licensees or employees. This Section shall survive termination of this Agreement. In connection with any indemnification hereunder, the Park District will tender to the County the defense of any claim made against the Park District that is subject to indemnification hereunder in sufficient time to avoid prejudice to the County, for handling by counsel of the Park District's selection and reasonably acceptable to the County. Notwithstanding the foregoing, the County retains all defenses and immunities provided by the Local Governmental and Governmental Employees Tort Immunity Act, 745 ILCS 10/1-101, *et seq.*

Article 5. Default and Remedies.

- 5.1 Breach or Default.** Unless otherwise provided herein, in the event of a breach/default of this Agreement by a party, such breaching/defaulting party shall, upon written notice from the other party, cure or remedy such breach/default immediately. In the event the breaching/defaulting party has not cured the breach/default or made a good faith effort to do so within thirty (30) days of said notice, the aggrieved party may institute such proceedings as it deems necessary to cure and remedy such breach/default. Under no circumstances shall the County or a third party be entitled to damages in the form of specific performance, punitive damages, reliance, expectation, compensatory, or any other damages incurred or related to this Agreement. Uncured default by any party to this Agreement shall entitle the aggrieved party reasonable attorneys' fees, costs, and related expenses directly incurred due the breach/default of this Agreement.
- 5.2 Cumulative Remedies.** The rights and remedies of the parties to this Agreement shall be cumulative of each other and of rights and remedies under other provisions of applicable regulations and state and federal law. Exercise of one or more rights or remedies shall not waive or bar exercise of any other, unless expressly waived in writing.

Article 6. Termination.

- 6.1 Right of Termination.** Each party has the right to terminate all or part of this Agreement upon thirty (30) days prior written notice to the other party.
- A. Rescission.** Upon termination of this Agreement by either party, the grant of benefits to the County shall be rescinded pursuant to this Agreement.
- B. Removal and Restoration.** If this Agreement is terminated by either party or it is cancelled due to the County's default or breach, then the County shall pay for the costs to remove the Ballot Box and restore the Property or Right-of-Way to at least as good a condition as it was existing prior to the construction, installation, maintenance and use of the Property or Right-of-Way by the County. Reimbursement of costs shall be undertaken pursuant to Section 3.3 herein. This Section and Section 4.1 shall survive termination of this Agreement.

Article 7. General Conditions.

- 7.1 **Applicable Laws.** Except as otherwise provided herein, this Agreement shall not be construed to reduce the effectiveness of any laws, resolutions, or ordinances applicable to the County or Park District. Any claims arising directly or indirectly from this Agreement shall be litigated in accordance with the laws of the State of Illinois in the Champaign County Circuit Court; provided that, the Parties shall first undertake Dispute Resolution pursuant to Section 7.5 of this Agreement.
- 7.2 **Third Party Beneficiaries.** This Agreement is entered into solely for the benefit of the contracting parties, and nothing in this Agreement is intended, either expressly or impliedly, to provide any right or benefit of any kind or character whatsoever to any person or entity who is not a party to this Agreement, or to acknowledge, establish, give rise to, or impose any legal duty to any third party.
- 7.3 **Severability.** If any provision of this Agreement is rendered invalid for any reason, such invalidation shall not render any other provision invalid if it can be given effect without the invalid provision.
- 7.4 **Merger.** This Agreement contains all the terms and conditions relating to the agreements of the parties, and no oral representations, covenants or agreements existing between the parties other than those herein stated.
- 7.5 **Time.** The parties agree that time is of the essence to the performance by said parties of the terms and conditions of this Agreement.
- 7.6 **Dispute Resolution.** In the event a dispute arises regarding the interpretation of the provisions of this Agreement, or breach thereof, the parties shall make a good faith effort to resolve such dispute. If the parties are unable to resolve the dispute within sixty (60) days from when written notice of such dispute was sent, then the parties shall submit the dispute to mediation. The selection of the mediator and the mediation process shall be governed by the rules of the Uniform Mediation Act, 710 ILCS 35/1, *et seq.* Each party shall bear its own costs, including half of the costs invoiced by the mediator.
- 7.7 **Notice.** Any written notice under this Agreement shall be sent and be effective the day of mailing via certified mail, or upon personal service to the following parties as designated:

For the Park District: Executive Director
 Champaign Park District
 706 Kenwood Road
 Champaign, IL 61820

For County: County Executive
 Champaign County
 1776 East Washington Street
 Urbana, Illinois 61802

- 7.8 **Signatures.** This Agreement may be executed in counterparts, each of which shall be deemed an original. Facsimile, pdf, or other electronic signature (e.g. DocuSign) shall be deemed to have the same legal effect as an original ink signature.

IN WITNESS WHEREOF, the Park District and the County have caused this Agreement to be executed by the parties as of the dates written below.

<p>CHAMPAIGN COUNTY</p> <p>By: _____</p> <p>County Executive</p> <p>Date: _____</p> <p>Approved as to form:</p> <p>_____</p> <p>State's Attorney</p>	<p>CHAMPAIGN PARK DISTRICT</p> <p>By: _____</p> <p>Executive Director</p> <p>Date: _____</p> <p>Approved as to form:</p> <p>_____</p> <p>Park District Attorney</p>
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LIST OF EXHIBITS

A. Site Map

B. Ballot Box Specifications

C. Insurance Certificate

Drop Box Installation/Delivery Info

Timeline for delivery of Drop Boxes is now mid September

Installation complete by 9/24-9/26

University of Illinois Quad NW Corner of the Illini Union

1401 W Green Street Urbana IL 61801

1 Medium Ballot Drop Box 24x30 x36 400lbs approx.

Above ground brackets bolted to concrete installation





Champaign Public Library Main Branch

200 W Green Street Champaign IL 61820

1 Medium Ballot Drop Box 24x30 x36 400lbs approx.

In ground steel post installation







Champaign Public Library—Douglass Branch

504 E Grove St Champaign IL 61820

1 Small drop box 12x24x40 250 lbs

In ground steel post installation



Urbana Free Library

210 W Green St Urbana IL 61801

1 Small drop box 12x24x40 250 lbs

In ground steel post installation

INSTALLATION Contact TROY RICHMOND



CUPHD

201 W Kenyon Rd Champaign IL 61820

1 Small drop box 12x24x40 250 lbs

In ground steel post installation







Sholem Aquatic Center

2205 Sangamon Dr #4981 Champaign IL 61821 1 Medium Ballot Drop Box
24x30 x36 400lbs approx. In ground steel post installation





Brookens Admin Center

Installed in circle drive

1776 E Washington St Urbana IL 61802

1 Small drop box 12x24x40 250 lbs

In ground steel post installation