

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 (“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 (1) year from the effective date with a one (1) year option to renew 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 for additional locations may be approved from time-to-time pursuant to an addendum executed by the County Executive (or designee) and the Park District Board of Commissioners (or designee). The number and installation plan for additional Ballot Boxes is subject to approval by the Park District Board of Commissioners before any such installation shall be permitted. 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 obtain from the County reimbursement for the costs of removal and restoration, 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 undertake such removal or relocation in good faith and in a reasonable and timely manner. 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, agents, representatives, and volunteers" 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, agents, representatives, and volunteers 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 within thirty (30) days 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.

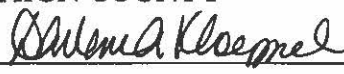
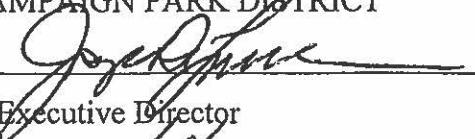
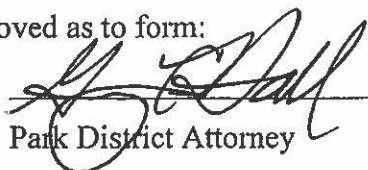
- 7.1 Applicable Laws.** Except as otherwise provided herein, this Agreement shall not be construed to reduce the effectiveness of any laws, resolutions, or ordinances applicable to the County or Park District. Any claims arising directly or indirectly from this Agreement shall be litigated in accordance 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 7.6 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.

CHAMPAIGN COUNTY By: <u></u> County Executive Date: <u>6-24-21</u> Approved as to form: _____ State's Attorney	CHAMPAIGN PARK DISTRICT By: <u></u> Executive Director Date: <u>5/4/21</u> Approved as to form: <u></u> Park District Attorney
--	---

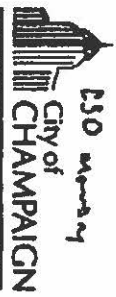
LIST OF EXHIBITS

A. Site Map

B. Ballot Box Specifications

C. Insurance Certificate

EXHIBIT A
Site Map



ISO Memory

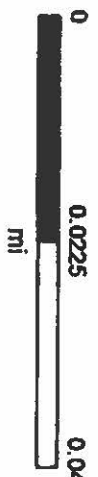
CITY OF
CHAMPAIGN

Isle Dr
A2612752

1 in = 94 ft

0.0225

0.045



Sholen Aquatic Center
2205 SANGAMON DRIVE
CHAMPAIGN

400 LB Box

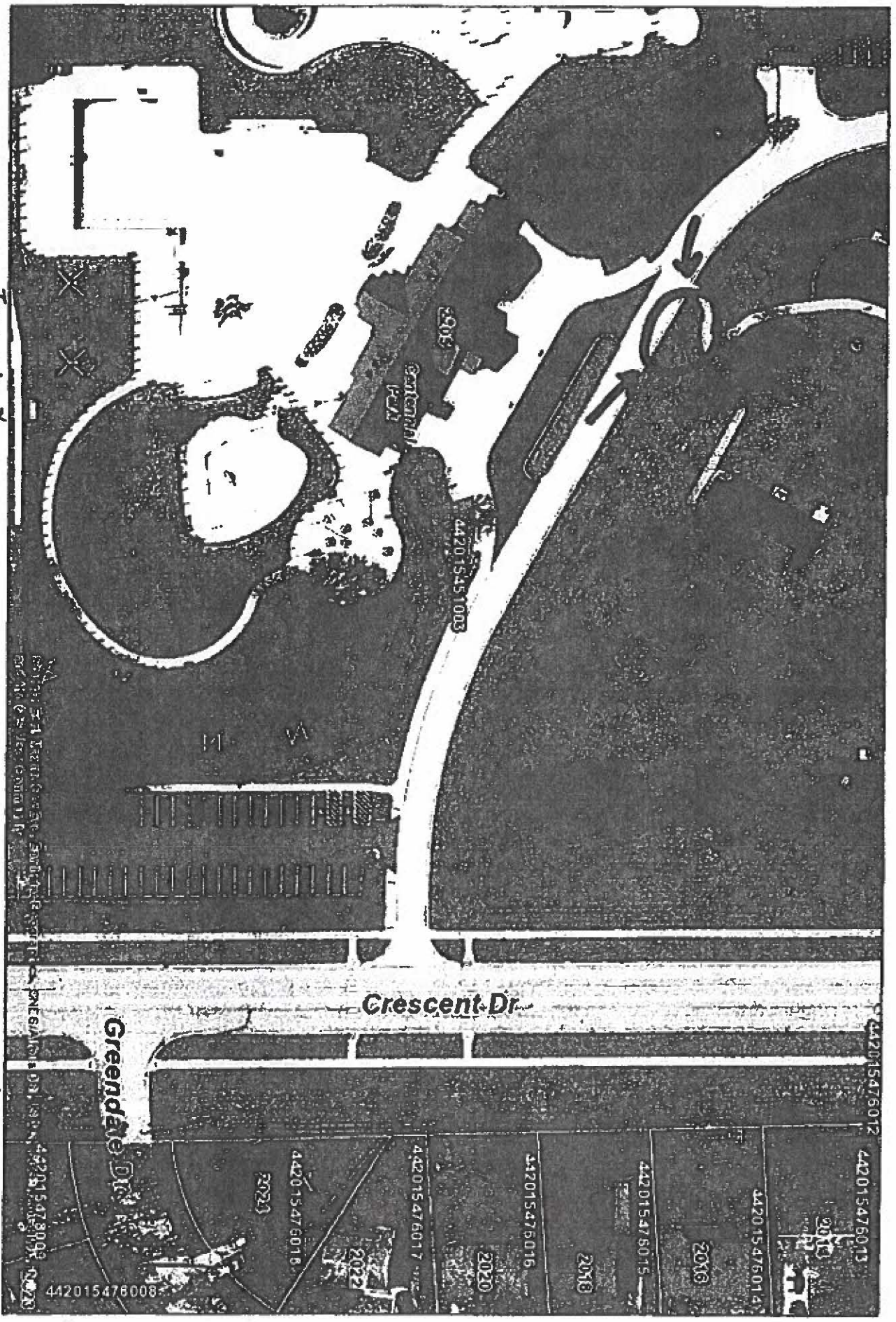


EXHIBIT B
Ballot Box Specifications

Champaign Public Library—Douglass Branch

504 E Grove St Champaign IL 61820

1 Small drop box 12x24x40 250 lbs

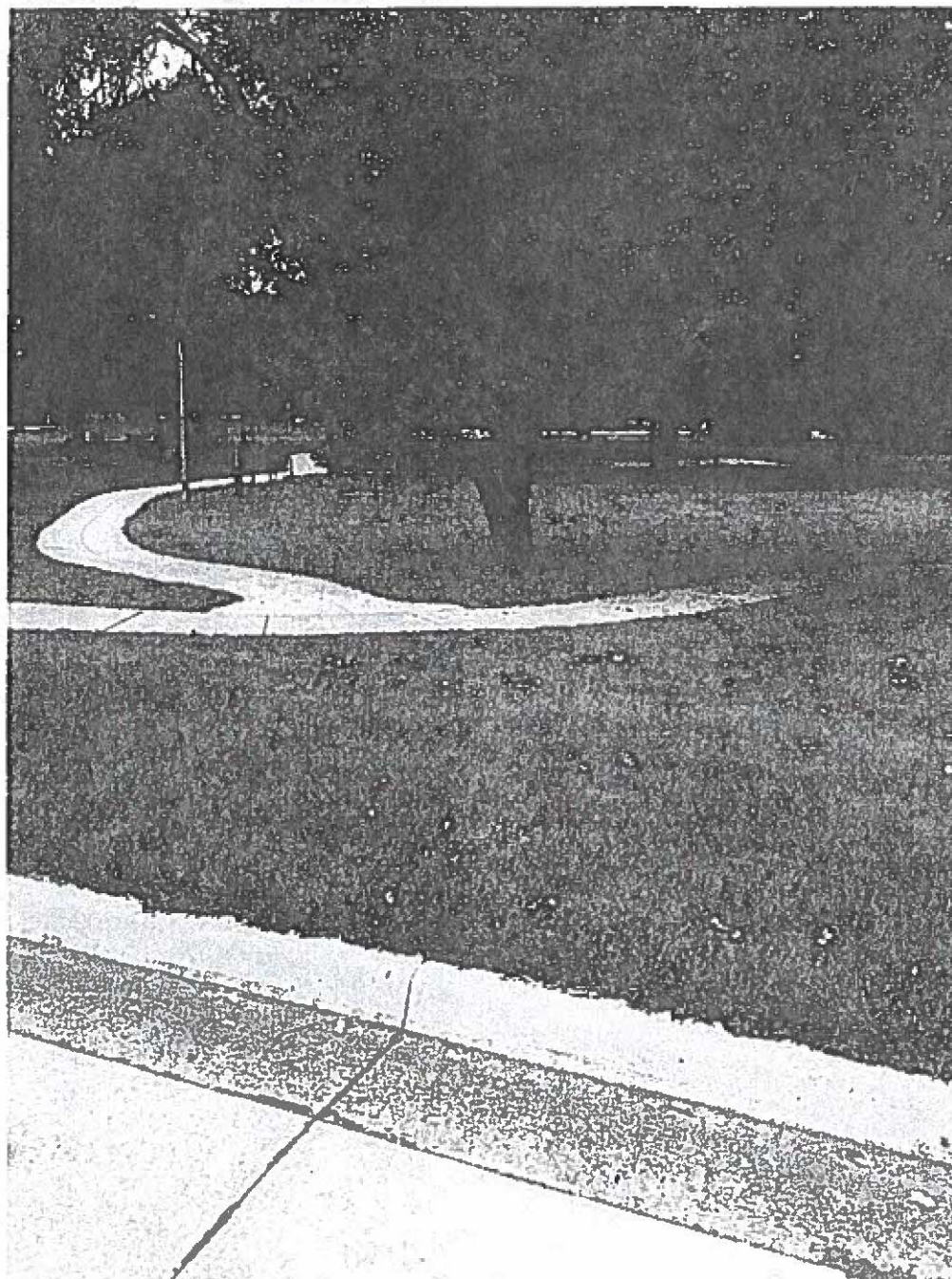
In ground steel post installation



EXHIBIT C
Certificate of Insurance

Sholem Aquatic Center

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



ACORD™

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

9/18/2020

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer any rights to the certificate holder in lieu of such endorsement(s).

PRODUCER 44-Diamond Bros.-Savoy 1806 Woodfield Drive PO Box 723 Savoy, IL 61874-0723	CONTACT NAME: Molly Rollings / Susi Boastick PHONE (A/C, No, Ext): 217 356-6400 FAX (A/C, No): 217 356-8044 E-MAIL ADDRESS: susi.boastick@diamondbros.com														
INSURED County of Champaign ATTN: D Helser 1776 E Washington Street Urbana, IL 61802	<table border="1"> <thead> <tr> <th>INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> </thead> <tbody> <tr> <td>INSURER A : Allied World Assurance Co/CRMT</td> <td></td> </tr> <tr> <td>INSURER B :</td> <td></td> </tr> <tr> <td>INSURER C :</td> <td></td> </tr> <tr> <td>INSURER D :</td> <td></td> </tr> <tr> <td>INSURER E :</td> <td></td> </tr> <tr> <td>INSURER F :</td> <td></td> </tr> </tbody> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A : Allied World Assurance Co/CRMT		INSURER B :		INSURER C :		INSURER D :		INSURER E :		INSURER F :	
INSURER(S) AFFORDING COVERAGE	NAIC #														
INSURER A : Allied World Assurance Co/CRMT															
INSURER B :															
INSURER C :															
INSURER D :															
INSURER E :															
INSURER F :															

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADD'L SUBR INSR RWVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> BI/PD Ded:250,000 GEN'L AGGREGATE LIMIT APPLIES PER <input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER	X X	P11000247192	12/01/2019	12/01/2020	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$Included MED EXP (Any one person) \$1,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$3,000,000 PRODUCTS - COM/POP AGG \$1,000,000 \$
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY		P11000247192	12/01/2019	12/01/2020	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$		P11000247192	12/01/2019	12/01/2020	EACH OCCURRENCE \$9,000,000 AGGREGATE \$9,000,000 \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N N/A	P11000247192	12/01/2019	12/01/2020	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E L EACH ACCIDENT \$2,500,000 E L DISEASE - EA EMPLOYEE \$2,500,000 E L DISEASE - POLICY LIMIT \$2,500,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Certificate holder; its commissioners, officers, employees, agents, representatives and volunteers are included as Additional Insured with respect to General Liability arising out of the operations of the above captioned Insured for the following. A Waiver of Subrogation applies for the General Liability.

Election Ballot Box placements at the following locations:

Sholem Pool, 2205 Sangamon Dr #4981, Champaign, IL 61821

Douglas Branch Library, 504 E Grove St, Champaign, IL 61820

CERTIFICATE HOLDER

CANCELLATION

Champaign Park District
 Bresnan Meeting Center
 706 Kenwood Rd
 Champaign, IL 61820

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Molly Rollings