



# FRESNO COUNTY REGISTRAR OF VOTERS

Brandi Orth, Registrar of Voters

## VOTE CENTER FACILITY USE AGREEMENT

Name of Facility: \_\_\_\_\_

Buildings/Rooms to be utilized: \_\_\_\_\_

Parking Spaces: (see attached drawing with highlighted parking) \_\_\_\_\_

Facility Owner: \_\_\_\_\_

Facility Physical Address: \_\_\_\_\_

Facility Mailing Address: \_\_\_\_\_

Facility City/Zip: \_\_\_\_\_

Facility Primary Contact Name: \_\_\_\_\_

Facility Primary Contact Phone: \_\_\_\_\_

E-mail address: \_\_\_\_\_

Fax: \_\_\_\_\_

Emergency Contact Name: \_\_\_\_\_

Emergency Phone: \_\_\_\_\_

This Agreement ("Agreement") is entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2019 between the County of Fresno-Fresno County Registrar of Voters ("County") and \_\_\_\_\_ ("Facility"), and provides County access to and usage of the above-named Facility and specified buildings/Rooms and Parking, upon the following terms and conditions:

March 3, 2020, Presidential Primary Election:

☐ Eleven-Day Vote Center – open to the public

Voting Days: Saturday, February 22, 2020, every day through and including March 3, 2020

Voting hours from February 22, 2020 through and including Monday, March 2, 2020: 9:00 – 5:00 pm

Voting hours on election day, March 3, 2020: 7:00 am to 8:00 pm

☐ Four Day Vote Center – open to the public

Voting Days: Saturday, February 29, 2020, every day through and including March 3, 2020

Voting hours from February 29, 2020 through and including Monday, March 2, 2020: 9:00 – 5:00 pm

Voting hours on election day, March 3, 2020: 7:00 am to 8:00 pm



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### **1. Equipment and Supplies:**

- ☐ Facility shall provide a secure storage area to store voting equipment and supplies including County access to this storage area, for up to three (3) days prior to the first Voting Day listed above, and during the Voting Days/Hours.
- ☐ The voting equipment and supplies shall be retrieved by County no later than (3) three days after the last Voting Day listed above.
- ☐ Delivery and pick-up of County's voting equipment and supplies shall occur during the Facility's business hours, which are \_\_\_\_\_.

### **2. Facility Requirements During Voting Days/Hours**

- ☐ Facility shall provide access to the Buildings/Rooms and Parking for County Vote Center Staff at least one (1) hour before, and up to one (1) hour after Voting Hours each day.
- ☐ Additional access for Accessibility Survey conducted by Fresno County Election Officials, and other visits in addition to the identified Voting Days/Hours to Facility may be required to test equipment or obtain additional information for Facility vote center layout and Facility shall cooperate with County's requests for such additional access.
- ☐ Air Conditioning/Heating shall be provided in good working order each day in the Buildings/Rooms.
- ☐ Facility shall provide adequate free parking for voters and County election staff.
- ☐ Facility shall provide sufficient interior and exterior lighting for Buildings/Rooms and Parking.
- ☐ Facility shall provide functioning electrical outlets in the Buildings/Rooms serving as designated voting area.
- ☐ Facility shall provide access to functioning restrooms for Election Staff
- ☐ Facility shall provide the appropriate and adequate space and Parking for County's use for voting purposes free of any other activities during the Voting Days/Hours.
- ☐ Facility shall make arrangements for facility to be unlocked and locked at the agreed upon time for County Vote Center Staff to access the Facility.
- ☐ The path of travel on the Facility's property, including within the line of sight from the path of travel, to and from the Buildings/Rooms and Parking shall be free from signage, displays, audible dissemination of information and obstructions interfering with the neutrality or operations of the Facility's use for election/voting purposes, whether or not within 100 feet of a polling place, a vote center, an elections official's office, or a satellite location.



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### **3. Hold Harmless/Indemnification**

County shall indemnify, defend, save, and hold harmless the Facility, its officers, agents, and employees, from and against any loss, damage, liability, cost, or expense arising out of the designation and utilization of the Facility as a Vote Center, except to the extent such claims arise through the negligent act or omission of the Facility, its officers, agents, and employees.

Nothing in this provision shall be construed to create any duty to, any standard of care with reference to, or any liability or obligation, contractual or otherwise, to any third party. The provisions of this indemnity obligation shall survive the expiration or termination of this Agreement.

This indemnification shall not be constructed so as to relieve any insurer of its obligation to pay any insurance proceeds in accordance with the terms and conditions of valid and collectible insurance policies. This indemnification is secondary to any available primary insurance or coverage.

### **4. Certificate of Self-Insurance**

Fresno County will provide a certificate of Self-Insurance.

### **5. Additional Information**

Facility shall not unilaterally cancel or terminate this Agreement. Facility shall not change or relocate the agreed upon Buildings/Rooms outside of an event of a natural disaster or unforeseen building structural damage. County may terminate this Agreement at any time and for any reason, and not use the Facility.

### **6. Terms and Conditions**

No alteration or variation of the terms of this Agreement shall be valid, unless made in writing and signed by the parties, and no oral understanding or agreement not incorporated herein shall be binding on either of the parties.

Facility acknowledges that its Buildings/Rooms, Parking and the pathway(s) to and from said Buildings/Rooms and Parking will be used for the public purpose of voting in an election(s) and as such Facility agrees to comply with all federal, state and local laws governing said election(s).

### **7. Governing Law**

Venue for any action arising out of or relating to this Agreement shall be in Fresno County, California. This Agreement shall be governed by the laws of the State of California.

### **8. Authority**

Facility represents and warrants that the individual executing this Agreement on behalf of the Facility is duly authorized to execute and deliver this Agreement, and that this Agreement is binding upon the Facility in accordance with its terms.

### **9. Entire Agreement**

This Agreement constitutes the entire agreement between the County of Fresno and Facility with respect to the subject matter hereof, and supersedes all prior agreements, whether oral or written, negotiations,



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proposals, commitments, writings, advertisements, publications, and understandings of any nature whatsoever, unless expressly referenced in this Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first hereinabove written.

**Facility Owner/Agent:**  
[Facility Name]

**COUNTY:**  
COUNTY OF FRESNO

By \_\_\_\_\_  
Name and Title

By \_\_\_\_\_  
Robert W. Bash, Director of Internal  
Services/Chief Information Officer

Address: \_\_\_\_\_  
Date \_\_\_\_\_

RECOMMENDED FOR APPROVAL:  
Brandi L. Orth, County Clerk/Registrar of Voters

By \_\_\_\_\_

**FOR ACCOUNTING USE ONLY:**

Fund: 0001  
Subs: 10000  
Org No. 2850  
Acct. No.

RECOMMENDED FOR APPROVAL:  
Daniel C. Cederborg, County Counsel

By \_\_\_\_\_  
Deputy

RECOMMENDED FOR APPROVAL:  
Oscar J. Garcia, CPA, Auditor-Controller/  
Treasurer-Tax Collector

By \_\_\_\_\_  
Deputy