

**MEMORANDUM OF UNDERSTANDING FOR THE OPERATION OF
A GENERAL ELECTION STUDENT ENGAGEMENT HUB**

BETWEEN

WASHINGTON STATE UNIVERSITY TRI-CITIES

AND

THE BENTON COUNTY AUDITOR

THIS MEMORANDUM OF UNDERSTANDING (Agreement) is entered into on the 16 day of October, 2020, by and between WASHINGTON STATE UNIVERSITY TRI-CITIES (University) and the BENTON COUNTY AUDITOR (County Auditor) to set forth each party’s respective roles and responsibilities in the establishment and operation of a Student Engagement Hub (Hub) on the University’s campus, as directed by Engrossed Senate Bill 6313, Chapter 208, Laws of 2020 (ESB 6313).

WHEREAS, the Washington State Legislature finds that to ensure robust lifelong civic engagement it is critical that students attending public colleges and universities, as defined in RCW 28B.10.016, have on campus access to allow in-person voter registration, and provide voter registration materials, and ballots; and

WHEREAS, the Washington State Legislature finds that students attending branch campuses, as described in RCW 28B.45.012, should have access to their ballot on campus at a designated nonpartisan Hub; and

WHEREAS, this University must open and operate a nonpartisan Hub to comply with ESB 6313; and

WHEREAS, under ESB 6313, a Student Engagement Hub shall not function as a Voting Center as defined in RCW 29A.40.160, this University must contract with the County Auditor for the operation of a Hub; and

NOW, THEREFORE, in consideration of the foregoing, the University and the County Auditor agree to the following:

I. HUB COORDINATORS

The following individuals will serve as the main points of contact for this Agreement with respect to planning, service delivery, prevention of electioneering, and all other coordination activities required for operation of the Hub:

	UNIVERSITY	AUDITOR
NAME	Chris Meiers	Amanda Hatfield
TITLE	Vice-Chancellor of Student Affairs	Elections Manager
MAILING ADDRESS	2710 Crimson Dr. Richland, WA 99354	PO Box 470 Prosser, WA 99350
TELEPHONE	(509) 372-7381	(509) 736-3085, ex. 5639
EMAIL	chris.meiers@wsu.edu	amanda.hatfield@co.benton.wa.us

II. TERM

- a. The term of this Agreement begins on the date of execution and ends on December 31, 2022.
- b. The Hub will be operated for General Elections only through the General Election of 2022.

III. ROLES & RESPONSIBILITIES

a. **THE UNIVERSITY IS RESPONSIBLE FOR THE FOLLOWING:**

- i. The University will operate a Hub at a central location on the University campus. The purpose of the Hub will be to educate potential voters about how to register to vote, to facilitate registering to vote, and to obtain a replacement ballot. The Hub will be staffed and operated by University staff and student volunteers who have been trained by the County Auditor and approved by the University for the task.
- ii. **Access to County Employees.** The University agrees to allow employees of Benton County to enter and have access to the Hub (during the hours specified in Attachment A for set-up, operation, and take-down) for the purposes described herein and subject to the terms and conditions set forth in this Agreement. County employees assigned to work at the Student Engagement Hub shall be clearly identifiable to University employees.
- iii. **Promotion & Communications.**
 1. **Annual Campaign.** The University shall conduct an annual campaign to promote and facilitate online and mail-in voter registration before the eight-day deadline in Washington State. This annual campaign will be conducted to reach the maximum number of students.
 2. **Advertise.** The University shall promote and advertise the Hub among its student population.
- iv. **Computers & Supplies.**
 1. **Supplies.** Except as specifically identified herein, the University is responsible for providing sufficient supplies for registration, voting and operation of the Hub. This includes but is not limited to: writing instruments; clip boards; paper, toner, ink for computing and printing, computer(s), computer screen(s), printers; and incidentals needed for general operation of the Hub. Voters utilizing the Hub will not be charged any fees or recovery of costs for services provided at the Hub under this agreement.
 2. **Internet.** The University shall make internet-connected computer and printer stations available to voters who wish to use the VoteWA public portal to access their voter registration record and print an online ballot. The University is solely responsible for providing uninterrupted internet connection necessary to access the VoteWA public portal.

3. **Computers.** The public access computers provided by the University must:
 - a. Use a Chrome browser;
 - b. Be operating Microsoft Windows 10;
 - c. Fully patched with current antivirus software; and
 - d. Display the VoteWA icon with a link to the VoteWA public portal on the home screen.

iv. Access & Privacy.

1. **Access.** The University is solely responsible for the public's right of entry to the Hub, computer terminals, and printers.
2. **Designated Areas.** During Hub operating hours, the University will post signs and designate seating areas that clearly identify area(s) for registration.
3. **Privacy.** The University and the County Auditor are responsible to ensure these areas provide each voter reasonable privacy to mark their ballot confidentially, free from electioneering and influence. Pursuant to the provisions of RCW 29.40.180, the student engagement hub shall not be a voting center. Accordingly, any necessary provisions for protecting the privacy and secrecy of any voted ballots shall remain the responsibility of the County Auditor.
4. **Protecting Voter Registration Information.** The County Auditor will ensure that voter registration information collected at the Hub is appropriately safeguarded. The County Auditor will ensure that voter registration information collected at the Hub is not copied by or shared with any person, group, association or organization. This applies to both electronic and paper registration forms and processes.

v. Security & Integrity.

- vi.**
1. **Deadlines.** The University shall enforce the 8:00 p.m. election deadline for registration, as follows:
 - a. After 8:00 p.m. on election night, the University shall not allow any person to enter the Hub's designated area for in-person voter registration.

2. **Security.** The County Auditor has installed a permanent ballot drop box at the University. The County Auditor shall be responsible for the security of the County Auditor's ballot drop box. The County Auditor shall ensure that the ballot drop box cannot be removed from its designated location or opened, and County Auditor employee at the Hub will direct all voters to deposit all known voter registrations and voted ballots into the sealed ballot drop box provided by the County Auditor. Except as otherwise set forth herein, the University shall not have any security responsibilities or control of the County Auditor's ballot drop box.
3. **Electioneering.** The University must ensure the operation of the Hub in a nonpartisan manner and prevent any electioneering activity per WAC 434-250-350. The University must post signs in conspicuous places observable to all those entering the Hub to communicate to voters and visitors that no electioneering is permitted.
4. **Public Transparency.** The University will accommodate and manage the public's ability to observe the activity of the Hub. This includes members of the news media, political parties or members of the public. The public can monitor the process but cannot interfere with staff performing duties or with the voting process. Members of the public may not handle ballots, electioneer, campaign or attempt to sway voters to vote a certain way. The County is responsible for ensuring that any Observers comply with the requirements of the County's Observer Rules for the applicable election.
5. **University Sponsor.** The University Sponsor (*see Attachment A*) or designee must be onsite at all times during Hub operating hours and shall be available by telephone and email as listed in Attachment A.
6. **Student Organizations.** The University shall be responsible for monitoring any potential unpermitted electioneering activity by student organizations.
7. **County Training.** The University will ensure that all Hub volunteers and the University Sponsor and any designees attend the County Auditor's training, as described in Section III(c)(iii) below.
8. **COVID-19.** The University is responsible for anticipating and providing for any additional services or supplies that are required to comply with restrictions imposed in response to COVID-19, including but not limited to crowd control, social distancing provisions, personal protective equipment for students, visitors, volunteers, workers, and anyone else permitted or required to be at the Hub. The County Auditor shall be responsible for providing any necessary personal protective equipment to its own employees and volunteers.

b. THE UNIVERSITY SHALL MONITOR HUB OPERATIONS TO ENSURE:

- i. That there are an adequate number of volunteers to operate the Hub.
- ii. The duties of the volunteers include but are not limited to:
 1. Informing visitors of the rules for voter registration;
 2. Guiding visitors to the appropriate services;
 3. Providing visitors with necessary supplies, such as pens, forms, and envelopes;
 4. Assisting visitors with computer access and procedures for voter registration and ballot printing;
 5. Ensuring that no one enters the Hub after 8 pm on election night, unless that person was already in the Hub before 8 pm and waiting in line. The University will not rely solely on student volunteers to comply with this provision. Instead, it will dedicate sufficient resources to make sure of this.
- iii. All student volunteers participating in Hub operations, the University Sponsor and any designees must attend the County Auditor's training, as described in Section III(c)(iii) above. They must acknowledge their duties and responsibilities by signing a declaration provided by the County Auditor at the completion of training.

c. THE COUNTY IS RESPONSIBLE FOR:

- i. **Promotion & Communication.** The County will publish the Hub location and operating hours in the local voter's pamphlet beginning November 2021.
- ii. **Supplies.** The County is responsible for supplying voter registration forms, ballot envelopes, a ballot drop box secured with a tamper-evident seal, and local voter's pamphlets (as of November 2021). The County will order state voter pamphlets and have the Secretary of State's Office send them directly to the University.
- iii. **Training.** The County will present training to the University Sponsor, designee, and student volunteers. The training will cover such subjects as:
 1. Basic registration and ballot information that students will be expected to provide to voters.
 2. Orientation to VoteWA Public Portal.

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- iv. **Voter Registration.** During Hub operating hours, the County Auditor's election professionals will process new voter registrations and updates to existing voter registrations. These transactions will follow the procedures outlined in **Attachment B**.
- v. **Operational Support.**
 1. **Contact Information.** The County Auditor will provide to the University Sponsor or designee a telephone number and email address for County Auditor election professionals so as to ensure the University Sponsor or designee can remain in contact with the County Elections office at all times during Hub operating hours.
 2. **Staffing.** The County Auditor will provide sufficient staffing of election professionals to ensure high quality support and transaction processing to the Hub.
 3. **Assistance.** The County Auditor will assist visitors in completing voter registration forms.
 4. **Drop Box.** The County Auditor has installed a permanent ballot drop box at the University. The County Auditor shall be responsible for closing and sealing the drop box at 8:00 p.m. on Election Day. The County Auditor shall be responsible for emptying the ballot drop box contents after election night.
 5. **Post-Election Report.** The County Auditor shall provide the University with a post-election report of the number of registrations attributed to the Hub.
 6. **VoteWA Portal.** The County Auditor is solely responsible for those tasks that are performed in the VoteWA administrative portal. This includes processing and verification of voter registration, and election management. Only County Auditor election professionals will be allowed to access the VoteWA administrative portal.

IV. TIME IS OF THE ESSENCE

Time is of the essence in the performance of this contract unless a more specific time period is set forth elsewhere in this Agreement.

V. NO GUARANTEE OF EMPLOYMENT

The performance of all or part of this Agreement by the University shall not operate to vest any County employment rights whatsoever and shall not be deemed to guarantee any employment of the University or any student or employee of the University by the County at the present time or in the future.

VI. INTEGRATION

This Agreement sets forth the entire understanding of the parties with respect to the subject matter hereof and supersedes all existing agreements between them concerning such subject matter.

VII. MODIFICATION

This Agreement shall not be changed or modified except by a written instrument duly executed by both parties or their respective authorized agents.

VIII. SEVERABILITY

If any term or condition of this Agreement or the application thereof to any person(s) or circumstances is held invalid, such invalidity shall not affect the other terms, conditions or applications which can be given effect without the invalid term, condition or application. To this end, the terms and conditions of this Agreement are declared severable.

IX. DISPUTES

Differences between the University and the County Auditor, arising under and by virtue of this Agreement, shall be brought to the attention of the County Auditor at the earliest possible time in order that such matters may be settled, or other appropriate action promptly taken.

X. TERMINATION

- a. **Force Majeure.** In the event either party is unable to perform its obligations under the terms of this Agreement because of acts of God, strikes, equipment or transmission failure or damage reasonably beyond its control, pandemic, or other causes reasonably beyond its control, such party shall not be liable for damages to the other for any damages resulting from such failure to perform or otherwise from such causes.
- b. **Breach.** Either party may terminate this Agreement for cause in the event of a material breach of this Agreement, provided that the non-breaching party must provide written notice of the material breach and a 10-day cure period.
- c. **Statutory Amendment.** This Agreement automatically terminates in the event that 2020 SB 6313 is amended such that the conditions in this Agreement no longer satisfy the legislative requirements or otherwise render this Agreement obsolete.
- d. **COVID-19.** The parties' obligations to perform as required by this Agreement shall be suspended in the event that the University ceases to have the building used for the Hub open due to COVID-19. In the event that this occurs, the parties shall endeavor in good faith to equitably resolve whatever issues may arise from this emergency situation. When the building used for the Hub reopens, the parties shall continue to perform as required by this Agreement.
- e. **Process.** In the event that this Agreement is terminated for any of the above reasons, the parties shall endeavor in good faith to resolve any issues that arise from termination in a fair and equitable manner.

XI. GOOD FAITH

Each party agrees to act in good faith in dealing with one another under this Agreement. Each party hereby promises to the other that it shall not undermine the rights of the other party hereto with respect to the Agreement and will cooperate with each other in achieving the goals of this Agreement; provided, however, that nothing in the foregoing will be deemed to limit or otherwise affect the rights of a party to terminate this Agreement or seek remedies for material breaches hereunder, all as provided for in this Agreement.

XII. INDEMNIFICATION

Each party shall be responsible for their own conduct under this agreement and neither party shall be liable to the other party for any cause of action arising from the performance or non-performance of any obligation under this agreement.

The County does not warrant or represent the suitability of the University’s site, nor the performance of University employees, volunteers, or students, for the proposed Hub.

XIII.

The parties to this Agreement understand and acknowledge that the University is an institution of higher education and agency of the state of Washington, and as such, is subject to the Public Records Act, RCW 42.56 et seq. If the University receives a public records request for this agreement and/or for documents and/or materials provided to the University under this agreement, generally such information will be a public record and must be disclosed to the public records requester. However, the University agrees to notify the County Auditor if it receives such a public records request and the date the University plans to release the records. If the County Auditor fails to obtain a protective order from the applicable court prior to the time the University releases the records to the public records requester, the County Auditor gives the University full authority to release the records on the date specified, and the County Auditor understands it has thereby given up all rights to challenge the disclosure in any forum.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the 16 day of October, 2020.

Washington State University Tri-Cities

Recommended By:

Signature: 

Name: Dr. Sandra Haynes

Title: WSU Tri-Cities Chancellor

Approved By:

Signature: 

Name: Heather Davison

Title: Associate Manager
Real Estate and Business Operations

Benton County Auditor

Signature: 

Name: Brenda Chilton

Title: Benton County Auditor

ATTACHMENT A – Sponsor and Schedule

The University must update this form and submit it to the Benton County Auditor’s Office no later than 20 calendar days prior to the date of each General Election.

University Sponsor. A sponsor is an employee of the University who advises its registered student organizations and is assigned responsibility for the success of the Student Engagement Hub and adherence with this agreement.

Chris Meiers
Vice Chancellor of Student Affairs
chris.meiers@wsu.edu
509-372-7381
2710 Crimson Way, Richland, WA 99354

Hub Location. The location to be advertised in state and local voters’ pamphlets.

Washington State University Tri-Cities
CIC Building, Room 120
2710 Crimson Way, Richland WA 99354
<https://tricitie.wsu.edu/campusmaps/>

Days and Hours of Operation. When the Student Engagement Hub will be open to the public and providing engagement services. Determine dates and times within the ranges provided below. The Hub must operate continuously between the start and end time. Closures for lunch or breaks are not allowed.

Multiple-day operation only applies to Presidential Elections (2020). For other general elections (2021, 2022) the Hub is open on Tuesday (election day) only.

	Thursday	Friday	Saturday	Monday	Tuesday (election)
Date	October 29	October 30	October 31	November 2	November 3
Start time (no earlier than 7 am)	8:30 am	8:30 am	9:00 am	8:30 am	8:30 am
End Time	4:30 pm	4:30 pm	2:00 pm	4:30 pm	8:00 pm

Set-Up Times. A 4-hour period when the County can deliver materials and equipment defined in Attachment A, test internet connectivity, and conference with responsible University students / staff. The University Sponsor and a staff person from the University’s IT Department must be

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onsite during set-up time. When set-up is complete, the Hub location will be secured and locked until the start of Hub operation.

	4-hour Set-Up Period
Date	October 28
Start time (no earlier than 7 am)	9:00 am
End time (no later than 5 pm)	1:00 pm

Take-Down Times. A 4-hour period when the County can retrieve materials and equipment (exclusive of the ballot drop box) defined in Attachment A.

	4-hour Take-Down Period
Date	November 4
Start time (no earlier than 7 am)	9:00 am
End time (no later than 5 pm)	1:00 pm

ATTACHMENT B – Voter Registration Procedures

Benton County election professional(s) will be assigned to the HUB location for each of the dates and times set forth herein. The election professional(s) will supply the HUB with the necessary laptop, printer/scanner, Dymo label printer, and any other equipment necessary to complete voter registrations, and will manage its operations.