

**SERVICE AGREEMENT FOR THE PROVISION OF ELECTION SERVICES
BETWEEN THE CITY OF [REDACTED] AND
SAN MATEO COUNTY CHIEF ELECTIONS OFFICER & ASSESSOR-COUNTY CLERK-RECORDER**

This Service Agreement for the Provision of Election Services (“Agreement”), entered into this [REDACTED] day of [REDACTED], 20____, is by and between the City of [REDACTED] (the “Municipality”) and San Mateo County Chief Elections Officer & Assessor – County Clerk – Recorder (the “Chief Elections Officer”);

WHEREAS, it is necessary and desirable that the Chief Elections Officer be retained for the purpose of conducting an election, described in more detail below, for the Municipality; and

WHEREAS, the Chief Elections Officer has been asked by the Municipality to conduct an election on [REDACTED], 20____ (the “Election”).

NOW, THEREFORE, IT IS HEREBY AGREED BY THE PARTIES HERETO AS FOLLOWS:

SERVICES TO BE PERFORMED BY THE MUNICIPALITY:

- 1) Within the time frame set by statute, the Municipality will request the Board of Supervisors, through the Chief Elections Officer, to conduct an election relating to the Municipality on [REDACTED], 20____ and will request the services of the Chief Elections Officer in relation to the Election.
- 2) The Municipality will timely publish the Notice of Election and the Notice to File Declarations of Candidacy for the offices to be voted on and/or the Notice to File Arguments For or Against any measure.
- 3) The Municipality will submit to the Chief Elections Officer the offices to be voted on and the measure ballot questions by no later than 88 days prior to the Election. The Municipality will submit to the Chief Elections Officer the names and ballot destinations of the candidates to appear upon the ballot by no later than 81 days prior to the Election.
- 4) The Municipality will timely prepare and deliver to the Chief Elections Officer the ballot pamphlet information containing, as applicable, candidate designations and statements, ballot measure(s), tax rate statement(s), impartial analyses, arguments for or against measures and rebuttals thereto.
- 5) The Municipality will, if applicable, timely review and sign off on the official ballot wording for ballot measures.
- 6) The Municipality will timely complete any other non-delegable tasks required by law in relation to the Election.
- 7) The Municipality shall maintain records/maps regarding the boundaries of the Municipality and will notify the Chief Elections Officer of any changes/additions to those boundaries by 125 days prior to the Election.
- 8) If a candidate for a Municipality office alleges to be indigent and unable to pay in advance the requisite fee for submitting a candidate statement, the Municipality, as the applicable local agency, shall be solely responsible for determining whether the candidate is indigent pursuant to Elections Code section 13309. The Municipality shall notify the candidate, and inform the Chief Elections Officer, of the Municipality’s indigency determination, in writing, by no later than 64 days prior to the Election. If the District determines that a candidate is indigent such that the candidate is eligible for an advanced candidate statement fee waiver under Elections Code section 13309, or if the Municipality fails to advise the Chief Elections Officer of its indigency determination by the specified deadline, then the Municipality shall be responsible for paying the candidate’s pro rata share of the cost of the candidate statement, which will be invoiced in accordance with the “Costs for Services” section of this agreement. Municipality’s payment of a candidate’s pro rata share of the cost of the candidate statement is without prejudice to the Municipality’s ability to recover such costs directly from the candidate after the election, as authorized by Elections Code section 13309(f).

SERVICES TO BE PERFORMED BY CHIEF ELECTIONS OFFICER:

- 1) The Chief Elections Officer will select the sample and official ballot printer(s) and translators.
- 2) The Chief Elections Officer will prepare and deliver all election information to the printers and translators.
- 3) The Chief Elections Officer will determine the appropriate translation and transliteration of all pertinent documents.
- 4) The Chief Elections Officer will issue, receive and process vote by mail ballots.
- 5) The Chief Elections Officer will set up ADA compliant Vote Centers, publish any required notices and conduct the Election.
- 6) The Chief Elections Officer will provide services for any official recount or election contest, if applicable.
- 7) The Chief Elections Officer will conduct all aspects of the Canvass of Votes Cast. Pursuant to Section 10262 of the Elections Code, the Chief Elections Officer will submit a Certificate of Chief Elections Officer to the Municipality's governing body certifying the results of the Election.
- 8) The Chief Elections Officer will conduct other various and miscellaneous election-related activities directly required to conduct the Election itself. To the extent that the Municipality has obligations under law to perform various duties that relate to the Election beyond those directly involved with conducting the Election, those duties remain the responsibility of the Municipality. If the Municipality wishes to have any such duties performed by the Chief Elections Officer, the parties must mutually agree in advance in writing to have the Chief Elections Officer perform such duties. By way of example only, if the Municipality is required to send certain notices or adopt resolutions relating to the Election, those duties remain duties of the Municipality.

INDEMNIFICATION AND DEFENSE OF CHIEF ELECTIONS OFFICER

To the fullest extent permitted by law, the Municipality shall indemnify, defend (with counsel reasonably acceptable to the County), and hold harmless the County of San Mateo, the Chief Elections Officer & Assessor–County Clerk–Recorder, and their respective officers, employees, and agents (collectively, the “County Indemnitees”) from and against any and all claims, actions, proceedings, writ petitions, lawsuits, damages, judgments, liabilities, costs, and expenses, including attorneys’ fees and litigation costs, arising out of or relating to:

- (a) any challenge to the legality, validity, or enforceability of any Municipality ballot measure, tax measure, or proposition;
- (b) any challenge to the qualification, nomination, eligibility, or election of any candidate for office; or
- (c) any act or omission of the Municipality, its governing board, officers, employees, or agents in connection with the calling, preparation, submission, or approval of materials for the Election,

except to the extent such claim is finally determined by a court of competent jurisdiction to have been caused by the sole active negligence or willful misconduct of the Chief Elections Officer.

REAL PARTY IN INTEREST; INTERVENTION

In any action or proceeding described above in which the Chief Elections Officer or County Indemnitees are named as a respondent or defendant, the Municipality acknowledges that it is the real party in interest and agrees, upon request of the County, to promptly appear, intervene, or otherwise participate in such action as the real party in interest, and to assume responsibility for the defense of the Chief Elections Officer.

SURVIVAL

The provisions of this section shall survive termination or expiration of this Agreement and the completion of the Election.

TERMS:

This Agreement shall be in effect for the performance of all services incident to the preparation and conduct of the Election to be held on [redacted], 20____, including before and after said Election date.

In the event the Chief Elections Officer is unable to perform services required under this Agreement as a result of employer/employee relation conditions, vendor conditions, the unavailability of Federal, State, or County funds, and/or other conditions beyond the control of the Chief Elections Officer, the Chief Elections Officer will be relieved of all obligations under this Agreement. The Chief Elections Officer may terminate this Agreement after giving 72 hours written notice, at which time the Chief Elections Officer will be relieved of all obligations under this Agreement.

This Agreement can be terminated by the Municipality upon 30 days written notice.

COST FOR SERVICES

In consideration of the performance of services and supplies provided by the Chief Elections Officer, including 1) any and all costs incurred during a recount or election contest that are not reimbursed by the voter requesting the recount or filing the contest as specified in the Elections Code and 2) any other costs associated with the Election, such as return postage costs and costs for ensuring voter accessibility, the Municipality shall pay to the Chief Elections Officer a sum equal to the full cost of the Election, including all such services, supplies, and other costs.

The Chief Elections Officer shall send an itemized invoice to the Municipality for all services provided pursuant to this Agreement after the Election is conducted and all related costs are determined. Payment on the full amount of the invoice shall be due and the Municipality shall submit payment to the County of San Mateo within forty-five (45) days of the date of the invoice (the "Due Date"). If the amount is not paid in full within this time, interest shall accrue monthly at a rate of 0.25% per month (equivalent to 3% annually) on the unpaid balance starting at the Due Date. Thereafter, invoices will be sent and shall be payable within thirty (30) days of the date of the invoice, with interest being added each month for any unpaid balance. The provisions of this section shall survive termination or expiration of this Agreement and the completion of the Election.

MUNICIPALITY

Signature: _____ Date: _____

Print Name: _____

Title: _____

COUNTY

Signature: _____ Date: _____

Print Name: _____

Title: _____