

Meeting Date: 10/27/2015

Report Type: Consent

Report ID: 2015-00929

Title: Approval of City and County Memorandum of Understanding Regarding Election Services

Location: Citywide

Recommendation: Pass a Motion 1) approving the Memorandum of Understanding regarding election services between the City of Sacramento and the County of Sacramento Registrar of Voters; and 2) cancelling and replacing all prior agreements.

Contact: Shirley Concolino, MMC, City Clerk, (916) 808-5442, Office of the City Clerk

Presenter: None

Department: City Clerk

Division: City Clerk

Dept ID: 04001011

Attachments:

1-Description/Analysis

2-Background

3-City County MOU - Election Services

City Attorney Review

Approved as to Form

Matthew Ruyak

10/20/2015 2:41:01 PM

Approvals/Acknowledgements

Department Director or Designee: Shirley Concolino - 10/19/2015 12:36:33 PM

Description/Analysis

Issue Detail: Updated roles and responsibilities are needed between the City of Sacramento and County Registrar of Voters regarding election services. A current Memorandum of Understanding is required to document such processes and to clarify and address any potential changes necessary to the prior agreement.

Policy Considerations: City Agreement No. 83119, which was approved by the Board of Supervisors Resolution No. 84-124 and City Council Resolution 83-1034.

Economic Impacts: None.

Environmental Considerations: None.

Sustainability: None.

Commission/Committee Action: None.

Rationale for Recommendation: When an election is called in the City of Sacramento, certain election services are provided by the Sacramento County Registrar of Voters. Procedures and understanding of roles are needed in order to ensure both parties understand expectations during an election cycle. Both parties have reviewed the Memorandum of Understanding and agree to its contents.

Financial Considerations: None.

Local Business Enterprise (LBE): None.

Background

When the City of Sacramento calls for an Election to be held, the County of Sacramento Registrar of Voters provides certain elections services for the City. An agreement between both parties was approved on December 1, 1983 (City Agreement No. 83119, which was approved by the Board of Supervisors Resolution No. 84-124 and City Council Resolution 83-1034). This agreement was established to identify key roles and responsibilities for each party during an election process. A current Memorandum of Understanding has been created, hereby cancelling and replacing all prior agreements. The updated Memorandum of Understanding defines current expectations, rights and responsibilities of each party with regard to providing certain services for all elections. City Council approval is required in addition to approval by the County of Sacramento Board of Supervisors.

**MEMORANDUM OF UNDERSTANDING BY AND BETWEEN
THE CITY OF SACRAMENTO
AND
THE COUNTY OF SACRAMENTO**

1. **PARTIES.** This Memorandum of Understanding (MOU) is entered into by the City of Sacramento, a California charter city and municipal corporation (“City”) and the County of Sacramento, a political subdivision of the State of California (“County”).

2. **PURPOSE OF THIS MOU.** The purpose of this MOU is to define the expectations, rights, and responsibilities of the parties with regard to providing certain services for all elections. This MOU supersedes any other agreement between the parties related to the matters covered by this MOU. By entering this MOU the parties are mutually cancelling that certain City Agreement No. 83119, which was approved by the Board of Supervisors Resolution No. 84-124 and City Council Resolution 83-1034.

3. **ROLES AND RESPONSIBILITIES.** The responsibilities of the Sacramento County Registrar of Voters and the City Clerk of the City of Sacramento are defined in Attachment A (Scope of Services), which is a part of this MOU.

4. **REIMBURSEMENT FOR SERVICES PROVIDED.** The City agrees to reimburse the County for elections services within 30 days from receipt of an invoice from the County Elections Office. If there is a dispute about services provided or costs claimed, the Registrar of Voters and the City Clerk shall meet in good faith to resolve the dispute before any other remedies are sought.

5. **MUTUAL INDEMNIFICATION.**

5.1 City agrees to indemnify and hold harmless County, its officers, employees, agents, and volunteers from any and all liabilities for injury to persons and damage to property arising out of any act or omission of City, its officers, employees, agents or volunteers in connection with City’s performance of its obligations under this MOU.

5.2 County agrees to indemnify and hold harmless City, its officers, employees, agents, and volunteers from any and all liabilities for injury to persons and damage to property arising out of any act or omission of County, its officers, employees, agents or volunteers in connection with County’s performance of its obligations under this MOU.

5.3 This Section 5 survives the termination or expiration of this MOU.

6. **TERM OF AGREEMENT.** This MOU is effective upon the signatures of the parties, and may be modified at any time by the written consent of the parties. It may be terminated at any time upon mutual consent of the parties, or unilaterally upon written notice from the terminating party to the other party at least 60 days prior to the date of termination. The City shall reimburse the County for cost of services provided through the date of the termination notice.

CITY OF SACRAMENTO, a California
charter city and municipal corporation

COUNTY OF SACRAMENTO,
a political subdivision of the State of
California

By: _____
City Clerk

By: _____
Registrar of Voters

Date: _____

Date: _____

Approved as to Form:

Approved as to Form:

By: _____
Assistant City Attorney

By: _____
County Counsel

ATTACHMENT A

SCOPE OF SERVICES

ALL ELECTIONS

Registrar of Voters shall provide the following services for all City of Sacramento elections:

1. Prepare election process forms and provide to the City Clerk at least 120 days prior to the election.
2. Verify signatures on petitions, including but not limited to, all candidate official filing forms, nomination paper petitions, and supplemental nomination paper petitions; initiative, referendum, and recall petitions; Notices of Intent to Circulate Petitions; and Notices of Intent to Recall.
3. Assign measure letters.
4. Prepare, translate, and format the sample ballot for materials including, as applicable: candidates' statement, ballot arguments and rebuttals, measure ballot title and summary, measure impartial analysis, facsimile ballot, voting instructions, polling location information, and map and/or address of ballot drop-off locations in the City of Sacramento.
5. Provide all sample ballot materials to the City Clerk for review and confirmation within the Registrar's time frames to make necessary changes in time to meet legal deadlines prior to printing and mailing.
6. Supply sample ballot materials to registered voters in the affected Council Districts.
7. Provide to the City Clerk an electronic listing of all electors eligible to vote in the election, including polling location, if applicable.
8. Provide ballot tabulation equipment and qualified and trained personnel for its operation throughout the election as provided by law.
9. Provide security during ballot counting and tabulation process.
10. Provide sufficient personnel to deliver, process, count, and tabulate election ballots.
11. Provide sufficient personnel to process, count, and tabulate signature withdrawal requests.
12. Distribute and process vote-by-mail ballots.
13. Distribute and process provisional ballots and challenged ballots.
14. Perform canvass and issue Official Statement of Vote to the City Clerk as required by federal and state election laws.
15. Prepare invoices for services rendered within 45 days of the election and provide revised invoices, as necessary, following cost reconciliation.
16. Refer media inquiries and requests relating to City of Sacramento elections to the City Clerk.
17. Other services as requested by the City Clerk.

The City Clerk shall provide the following services to the Registrar of Voters for all City of Sacramento elections:

1. Provide a copy of the resolution calling the election and requesting services as required by federal and state election law.
2. Provide City Council action regarding costs for printing of candidate statements.
3. Promptly forward candidates' Candidate Official Filing forms and Statement of Qualification upon submittal.

4. As applicable, promptly furnish copies of the full text of measures, including a written description of any related maps or images, impartial analysis, ballot title and summary, arguments, and rebuttals.
5. Promptly review and confirm content and content placement of sample ballot materials.
6. Furnish copies of published Notice of Election and list of qualified candidates.
7. Remit payment for services rendered within 30 days of receiving invoice.

ELECTION POLLING LOCATIONS

The Registrar of Voters shall provide the additional following services for City of Sacramento polling location elections:

1. Establish polling locations that are compliant with State of California law regarding accessibility.
2. Provide furniture and equipment, as needed, for polling locations and poll workers.
3. Hire, train, and compensate poll workers and alternate poll workers.
4. Hire, train, and compensate Coordinators and technical teams for technical and logistical support to poll workers and elections personnel.
5. Provide the City Clerk with a direct link to County website that indicates polling locations.

The City Clerk shall provide the additional following services for City of Sacramento polling election locations:

1. Provide location and security for a ballot box for vote-by-mail drop-offs at City Hall on Election Day and at least 15 days prior.

ALL-MAIL-BALLOT ELECTIONS

The Registrar of Voters shall provide the additional following services for City of Sacramento all-mail-ballot elections:

1. Provide materials, equipment, staffing, and activities required for all-mail-ballot elections as required by law.
2. Hire and train workers for ballot drop-off locations.
3. Provide for the establishment of ballot drop-off locations, with days and hours of operation for a period of at least 15 days prior to Election Day and on Election Day from 7 a.m. to 8 p.m. or as required by election law.
4. Provide materials, furniture, and equipment, as needed, for ballot drop-off locations.
5. Timely deliver all official ballots as required by law.
6. Provide daily tallies of returned ballots by Council District to the City Clerk.

The City Clerk shall provide to the Registrar of Voters for City of Sacramento all-mail-ballot elections:

1. Assist with the identification of potential facilities for ballot drop-off locations.
2. Provide location and security for a ballot box for vote-by-mail drop-offs at City Hall on Election Day and 15 days prior to Election Day or as otherwise required by law.