

RESOLUTION 2024-0122

Adopted by the Sacramento City Council

April 30, 2024

Requesting the Sacramento County Board of Supervisors to Permit the Sacramento County Elections Official to Render Certain Elections Services to the City of Sacramento Relating to the Conduct of the November 5, 2024, Municipal Election, Pursuant to Section 10002 of the Elections Code

BACKGROUND

- A. On April 30, 2024, the City Council adopted resolutions (2024-0120 & 2024-0121) calling for, giving notice of, and consolidation of the City's Municipal Election to be held on Tuesday, November 5, 2024 and the Statewide Municipal Election to be held on Tuesday, November 5, 2024.
- B. In the course of conducting the elections it is necessary for the City to request services of the Sacramento County Office of the Registrar of Voters.
- C. All necessary expenses in performing these services shall be paid by the City of Sacramento.

BASED ON THE FACTS SET FORTH IN THE BACKGROUND, THE CITY COUNCIL RESOLVES AS FOLLOWS:

SECTION 1.

The Board of Supervisors of the County of Sacramento is hereby requested to permit Sacramento County Office of the Registrar of Voters to render the following services in accordance with and pursuant to the provisions of the California Elections Code to the City of Sacramento in conducting a Municipal Election to be held on Tuesday, November 5, 2024.

- 1. Establish voting centers, secure election officers, and prepare and mail notices of appointment.
- 2. Purchase vote center supplies and absentee voter supplies.
- 3. Print sample ballots and polling place cards, including the statements of candidates' qualifications and mail to registered voters.

4. Transport ballots, original books of affidavits, ballot boxes, and other supplies to voting centers.
5. Provide printed official ballots.
6. Provide for "Vote by Mail" voting through the Sacramento County Office of the Registrar of Voters.
7. Supervise and conduct election.
8. Tabulate electronic votes.
9. Perform all things necessary or incidental to accomplish the proper and legal conduct of the election.

SECTION 2.

That the Sacramento County Office of the Registrar of Voters is authorized to canvass and certify the returns of the March election.

SECTION 3.

That the City of Sacramento recognizes that costs will be incurred by Sacramento County by reason of this election and agrees to reimburse Sacramento County for these costs.

SECTION 4.

That the City Clerk is hereby directed to file a certified copy of this resolution with the Sacramento County Board of Supervisors and the Sacramento County Office of the Registrar of Voters.

SECTION 5.

That the City Clerk shall certify the passage and adoption of this resolution and enter it into the book of original resolutions.

TABLE OF CONTENTS:

Exhibit A – Memorandum of Understanding


Adopted by the City of Sacramento City Council on April 30, 2024, by the following vote:

Ayes: Members Guerra, Jennings, Kaplan, Maple, Talamantes, Thao, Valenzuela, Vang,
and Mayor Steinberg

Noes: None

Abstain: None

Absent: None

Attest:  05/02/2024

Mindy Cuppy, City Clerk

The presence of an electronic signature certifies that the foregoing is a true and correct copy as approved by the Sacramento City Council.



City of Sacramento

Tax ID # if applicable:

Requires Council Approval: ☐ No ☒ YES Meeting: 10/27/2015

☐ Real Estate

☒ Other Party Signature Needed

☐ Recording Requested

General Information

Type: Other	PO Type: Select PO Type	Attachment: Original No.:
\$ Not to Exceed: \$		Original Doc Number:
Other Party: County of Sacramento Registrar of Voters		Certified Copies of Document: 2
Project Name: Election Services		Deed: <input checked="" type="checkbox"/> None <input type="checkbox"/> Included <input type="checkbox"/> Separate
Project Number:	Bid Transaction #:	E/SBE-DBE-M/WBE:

Department Information

Department: City Clerk

Division:

Project Mgr: Phoebe Schueler

Supervisor: Wendy Klock-Johnson

Contract Services:

Date:

Division Mgr:

Phone Number: 808-7605

Org Number: 04001011

Comment:

Review and Signature Routing

Department	Signature or Initial	Date
Project Mgr:	PS	11/4/15
Accounting:		
Contract Services:		
Supervisor:	WJ	11/04/2015
Division Manager:	PS	11/04/2015
City Attorney		
City Attorney:	MDR	11-12-15

☐ Send Interoffice Mail

☐ Notify for Pick Up

Authorization Signature or Initial Date

Concolino, Shirley

Department Director:

S. Concolino 11-9-15

City Mgr: yes ☐ No ☐

Contract Cover/Routing Form: Must Accompany ALL Contracts;

however is not part of the contract.

April 30, 2012 (01-09)

For City Clerk Processing

Finalized:

Initial: [Signature]

Date:

11/17/2015

Imaged:

Initial:

[Signature]

Date:

11/24/15

Received:

(City Clerk Stamp Here)

Title: Election Services
Other Party: County of Sacramento
Registrar of Voters

2015-1915

RECEIVED
CITY CLERK'S OFFICE
CITY OF SACRAMENTO
NOV 17 10:41 AM 2015

**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.

2015-1915

Title: Election Services

Other Party: County of Sacramento

Registrar of Voters

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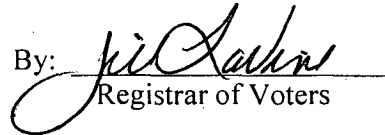
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CITY OF SACRAMENTO, a California
charter city and municipal corporation

By: 
City Clerk


Date: 11-9-15

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

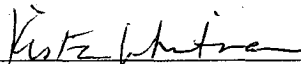
By: 
Registrar of Voters

Date: 11-20-15

Approved as to Form:

By: 
Assistant City Attorney

Approved as to Form:

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.