


Agenda Report Reviewed by:  
City Manager: 

CITY OF SEBASTOPOL  
CITY COUNCIL  
AGENDA ITEM REPORT

**Meeting Date:** October 18, 2022  
**To:** Honorable Mayor and City Councilmembers  
**From:** City Administration  
**Subject:** Agreement between the City of Sebastopol and the County of Sonoma for Municipal Election Services  
**Recommendation:** That the City Council Approve the Resolution and Agreement between the City of Sebastopol and the County of Sonoma for Municipal Election Services  
**Funding:** Currently Budgeted: \_\_\_\_\_ Yes \_\_\_\_\_ No XX N/A  
Net General Fund Cost:  
Amount: \$

*Account Code/Costs authorized in City Approved Budget (if applicable) \_\_\_AK\_\_\_ (verified by Administrative Services Department)*

**INTRODUCTION:**

It is recommended that the City Council adopt a resolution approving an agreement between the City of Sebastopol and County of Sonoma for Municipal Election Services and Authorizing the Mayor to execute the agreement.

**BACKGROUND:**

Notwithstanding any other provisions of law, all state, county, municipal, district, and school district elections shall be held on an established election date. The City of Sebastopol holds their elections on the same date as the State, which is held on the first Tuesday after the first Monday in November of each even-numbered year. Under the California Government Code, a City may contract with the County Registrar of Voters to provide services to conduct the City’s municipal elections. The City of Sebastopol contracts with the County of Sonoma to conduct, manage, and supervise all municipal elections held within the City. The current agreement expires on December 31, 2022. If approved, the proposed agreement will take effect January 1, 2023 and run through December 31, 2027.

**DISCUSSION:**

The contract proposes to provide election services, supplies and equipment to the City for its municipal elections and is substantially the same as the current contract, with minor revisions generally to define and clarify some references. Sebastopol municipal elections take place in even numbered years and the City budget funds accordingly.

Pursuant to this contract, the City reimburses the County for all expenses incurred to conduct an election. These costs are routinely included in the budget for years in which an election is to be held. The cost of an election is based on the number of registered voters as well as the number of candidates and measures (if any) on the ballot

**CITY COUNCIL AND/OR GENERAL PLAN GOALS:**

Goal 5 - Provide Open and Responsive Municipal Government Leadership

5.3.3. Encourage and increase public awareness of City Policies, decisions, programs and all public processes and meetings, by investigating effective methods of communication and obtaining feedback from the community.

**PUBLIC COMMENT:**

As of the writing of this staff report, the City has not received any public comment. However, if public comment is received from interested parties following the publication and distribution of this staff report, it will be provided to the City Council as supplemental materials before or at the meeting. In addition, public comments may be offered during the public comment portion of the agenda item.

**PUBLIC NOTICE:**

This item was noticed in accordance with the Ralph M. Brown Act and was available for public viewing and review at least 72 hours prior to scheduled meeting date.

**FISCAL IMPACT:**

There is no impact with this action tonight. The City has a multi-year contract with the County to conduct our municipal elections. These costs are routinely included in the budget for years in which an election is to be held. The cost of an election is based on the number of registered voters as well as the number of candidates and measures (if any) on the ballot

**RECOMMENDATION:**

That the City Council that the City Council adopt a resolution approving an agreement between the City of Sebastopol and the County of Sonoma for election services and authorize the Mayor to sign the agreement.

**Attachment:**

Resolution and Agreement

RESOLUTION NO. \_\_\_\_\_

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SEBASTOPOL  
APPROVING AN AGREEMENT WITH THE COUNTY OF SONOMA FOR  
MUNICIPAL ELECTION SERVICES AND AUTHORIZING THE MAYOR TO EXECUTE AGREEMENT

WHEREAS, the City of Sebastopol holds their elections on the same date as the State, which is held on the first Tuesday after the first Monday in November of each even-numbered year; and

WHEREAS, the City has an Agreement with the County of Sonoma for Consolidation of Elections; and

WHEREAS, the current agreement expires on December 31, 2022.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Sebastopol hereby approves the agreement with the County of Sonoma for the term of January 1, 2023 through December 31, 2027.

BE IT FURTHER RESOLVED that the City Council authorizes the Mayor to execute the agreement.

IN COUNCIL DULY PASSED, APPROVED, and ADOPTED this 18<sup>th</sup> day of October, 2022.

**VOTE:**

Ayes:

Noes:

Abstain:

Absent:

APPROVED: \_\_\_\_\_  
Mayor Patrick Slayter

ATTEST: \_\_\_\_\_  
Mary Gourley, Assistant City Manager/City Clerk, MMC

APPROVED AS TO FORM: \_\_\_\_\_  
Larry McLaughlin, City Attorney

## CITY OF SEBASTOPOL AGREEMENT FOR ELECTION SERVICES

This agreement (“Agreement”) is made and entered into on January 1, 2023 (“Effective Date”), by and between the County of Sonoma, a political subdivision of the State of California (hereinafter “County”), and the City of Sebastopol, a municipal corporation (hereinafter “City”). The parties mutually agree as follows:

1. This Agreement is made and entered into pursuant to Government Code Section 51300 et seq. and is subject to all the provisions thereof.
2. At the City’s request, the County shall render the following services to the City:
  - a. Conduct, manage, and supervise all municipal elections held within the City during this period pursuant to all applicable state and federal laws governing the conduct of municipal elections;
  - b. Procure and furnish all supplies and equipment to be used in said elections, including those supplies required to meet the federal Help America Vote Act (HAVA);
  - c. Perform all related services and functions necessary to the accomplishment of this Agreement including any additional language requirements that may be imposed as a result of the federal Voting Rights Act during the term of this Agreement.
3. This Agreement shall be in effect once signed by both parties, beginning January 1, 2023 and shall continue in force and effect until notice of termination is given or December 31, 2027, whichever occurs first.
4. For the purposes of conducting said elections, the Sonoma County Clerk-Recorder-Assessor (“County Elections Official”) shall exercise such powers and duties conferred by law upon the clerk of the City with respect to elections, as agreed to by both parties. Such duties shall include, but not be limited to, those powers and duties set forth in Division 3, commencing with Section 3000; Division 10, Part 2, commencing with Section 10100, excluding the issuance and filing of nomination documents unless specifically agreed upon in writing by the County Elections Official and the City Clerk not less than 180 days prior to the date of the municipal election; Division 13, commencing with Section 13000; and Division 15, commencing with Section 15000, of the California Elections Code.
5. The City shall designate within its resolution or ordinance calling the election and requesting the consolidation with the general election, the procedure to follow if the qualified nominees do not exceed the number of seats to be filled at that election. If the resolution does not specify the City elects to follow the procedure set forth in Elections Code 10229, subdivision (a)(1)-(2), the County shall be entitled to proceed with an election in accordance with subdivision (a)(3) as reasonably necessary to comply with printing deadlines, and in all such cases the City shall pay all applicable costs.
6. The County shall not be obligated to conduct any election, the procedures for the administration of which are not specified in state law; nor any election which employs any method of tabulation of votes other than a “one vote equals one vote” manner, including, but not limited to, those methods referred to as choice voting, cumulative voting, distributive voting, instant run-off voting, ranked

choice voting, limited voting, or preferential voting. Adoption by the City of an alternative method of voting terminates this contract, unless both parties agree in writing to amend the Agreement to provide for administration of the alternative voting method.

7. Upon the completion of the official canvass of the votes cast, and upon proper demand by the County, the City shall forthwith reimburse the County for any and all expenses incurred by the County in connection with said election as follows:
  - a. EQUIPMENT AND SUPPLIES:
    - i. The County shall procure all equipment and supplies in the name of, and on behalf of, the City.
    - ii. The amount, source and nature of said equipment and supplies will be determined in accordance with applicable laws. The County will have complete discretion in making determinations in procurement of equipment and supplies.
    - iii. Expenses incurred by the County in the accomplishment of this Section 6 of the Agreement shall, at the option of the County, either be paid directly by the City upon confirmation by the County, or shall be paid to the County upon proper demand.
  - b. POSTAGE: Postage shall, upon request of the County, either be prepaid by the City by warrant in the requested amount payable to the U.S. Postal Service or be paid to the County upon proper demand.
  - c. VOTING LOCATIONS AND ELECTION OFFICIALS: The City shall, upon proper demand, pay its pro-rata share of vote center expenses and compensation of election officials attributable to the conduct of such election, including the cost of insurance if necessary.
  - d. COUNTY STAFF SERVICES AND SUPPLIES: The City shall pay its pro-rata share of expenses incurred by the County for staff services and use of County supplies. "Expenses" as used in this subsection shall include the cost or the reasonable value of the following:
    - i. Time and effort expended by County officers and employees;
    - ii. Equipment and supplies furnished by the County;
    - iii. Any other necessary expenditures made by the County in the accomplishment of this Agreement.
  - e. CORRECTIONS: The City agrees to bear the cost of correcting errors, including reprinting and mailing of information, if determined to be necessary, once the City Clerk has approved the final typeset version of ballot materials.
  - f. The "pro-rata share" in the Agreement shall be determined by dividing the number of registered voters in the City by the total number of aggregate registered voters in all cities/districts going to election.
8. The City shall provide suitable locations for vote centers, ballot drop boxes and/or the consolidation of returns and perform any other necessary functions, including the issuance of Vote by Mail ballots or establishment of additional Vote by Mail drop-off or early voting locations, if requested by the County.
9. County employees assigned to duties in the performance of this Agreement shall remain at all times

under supervision or control of the County. The City shall exercise no supervision or control of such employees. If questions arise on the part of the City as to performance, such questions shall be referred directly to the County Elections Official as the supervisor of such employees, and the determination or resolution of questions or problems shall be settled as mutually agreed upon by the parties to this Agreement. For purposes of workers' compensation insurance, it is intended that all persons performing services under this Agreement shall remain in the general service of the County, and that their services on behalf of the City shall be considered a special employment which shall not subject the City to liability under workers' compensation laws. However, it is understood that the County, in computing the cost of its services hereunder, may take into account its direct cost of providing workers' compensation insurance coverage for such employees in proportion to time spent in the performance of this Agreement. The City shall hold harmless, defend and indemnify the County from and against any liability, claims, actions, costs, damages or losses to any person, or damage to any property, arising out of the City's activities under this Agreement. The County, in computing its costs of services under this Agreement, may take into account the direct cost of providing adequate liability insurance to cover operations under this Agreement. The parties understand that each party maintains insurance programs under workers' compensation laws and in protection of various other liability risks and exposures; each party shall continue to maintain such programs as a matter of its own discretion. In the event liability is imposed upon the parties to this Agreement under any circumstances in which the above provisions of this paragraph do not control, and if the liability is joint and several, the parties shall contribute equally to the settlement of any claim or judgment. The City shall not be obligated or liable for payment hereunder to any party other than the County.

10. Notwithstanding anything to the contrary in this Agreement, the City has ultimate responsibility for canvassing the returns of any election held hereunder, County shall be obligated in any case to defend or prosecute any action at law or equity arising out of any such election or contesting the validity of any such election. The City shall be responsible for defending any court action brought to challenge any election held pursuant to this Agreement.
11. It is expressly recognized that this Agreement transfers ministerial duties only. In the event that policy questions arise, such questions will be referred to the City for decision by the appropriate City officials.
12. For any fiscal year commencing after December 31, 2022, either the City or the County, at the time of its respective annual budget deliberations, may terminate this Agreement by giving the other party a 90-day written notice of termination. In such event, the County will not be responsible for the conduct of elections occurring thereafter. If no such notice is given, this Agreement shall continue year-to-year until expiration of the term.
13. All notices, bills, and payments shall be made in writing and shall be given by personal delivery or by U.S. Mail or courier service. Notices, bills, and payments shall be addressed as follows:

To City:	City of Sebastopol Attn: Mary Gourley, City Clerk 7120 Bodega Ave Sebastopol, CA 95472
----------	---

To County:	Deva Marie Proto
------------	------------------

Clerk-Recorder-Assessor  
585 Fiscal Drive, Room 104  
Santa Rosa, CA 95403

When a notice, bill or payment is given by a generally recognized overnight courier service, the notice, bill or payment shall be deemed received on the next business day. When a copy of a notice, bill or payment is sent by facsimile or email, the notice, bill or payment shall be deemed received upon transmission as long as (1) the original copy of the notice, bill or payment is promptly deposited in the U.S. mail and postmarked on the date of the facsimile or email (for a payment, on or before the due date), (2) the sender has a written confirmation of the facsimile transmission or email, and (3) the facsimile or email is transmitted before 5 p.m. (recipient's time). In all other instances, notices, bills and payments shall be effective upon receipt by the recipient. Changes may be made in the names and addresses of the person to whom notices are to be given by giving notice pursuant to this paragraph

14. This Agreement constitutes the complete and exclusive statement of the agreement between the County and the City and shall supersede any previous agreements, whether verbal or written, concerning the same subject matter.
15. This Agreement shall be interpreted as though it was a product of a joint drafting effort and no provisions shall be interpreted against a party on the ground that said party was solely or primarily responsible for drafting the language to be interpreted.
16. No failure on the part of either party to exercise any right or remedy hereunder shall operate as a waiver of any other right or remedy that party may have hereunder.
17. If any one or more of the provisions contained herein shall for any reason be held to be invalid, illegal or unenforceable in any respect, then such provision or provisions shall be deemed severable from the remaining provisions hereof, and such invalidity, illegality or unenforceability shall not affect any other provision hereof, and this Agreement shall be construed as if such invalid, illegal or unenforceable provision had not been contained herein.
18. This Agreement may be executed in several counterparts, each of which shall constitute one and the same instrument and shall become binding upon the parties when at least one copy hereof shall have been signed by both parties hereto. In approving this Agreement, it shall not be necessary to produce or account for more than one such counterpart.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the Effective Date.

CITY OF SEBASTOPOL

COUNTY: COUNTY OF SONOMA

By: \_\_\_\_\_  
Mayor

CERTIFICATES OF INSURANCE ON  
FILE WITH AND APPROVED AS TO  
SUBSTANCE FOR COUNTY:

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

ATTEST:

By: \_\_\_\_\_  
Department Head

\_\_\_\_\_  
City Clerk

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

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

APPROVED AS TO FORM FOR  
COUNTY:

By: \_\_\_\_\_  
County Counsel

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

COUNTY OF SONOMA

By: \_\_\_\_\_  
Chair  
Sonoma County Board of Supervisors

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

ATTEST:

\_\_\_\_\_  
Clerk of the Board of Supervisors