Resolution No.

STOCKTON CITY COUNCIL

RESOLUTION AUTHORIZING AN AGREEMENT WITH THE COUNTY OF SAN JOAQUIN FOR THE PURPOSE OF CONDUCTING A PRIMARY AND A GENERAL MUNICIPAL ELECTION

BE IT RESOLVED BY THE COUNCIL OF THE CITY OF STOCKTON AS FOLLOWS:

1. The City Manager is authorized to execute an Agreement between the County of San Joaquin (County) and the City of Stockton (City) for the purpose of conducting a Primary Municipal Election on June 5, 2012, and a General Municipal Election on November 6, 2012. Said Agreement provides for the City to make use of certain services, facilities, and equipment of the County Registrar of Voters and the City will pay County for its cost.

2. A copy of said Agreement is attached as Exhibit 1 and incorporated by this reference.

PASSED, APPROVED, and ADOPTED December 13, 2011.

ANN JOHNSTON, Mayor
of the City of Stockton

ATTEST:

BONNIE PAIGE
City Clerk of the City of Stockton

City Atty
Review 08
Date December 6, 2011
AGREEMENT

THIS AGREEMENT is entered into on _____________ between the COUNTY OF SAN JOAQUIN, a political subdivision of the State of California, hereinafter called "COUNTY," and THE CITY OF STOCKTON, a municipal corporation, hereinafter called "CITY."

WITNESSETH

WHEREAS, the City Council is calling for the consolidation of the June 5, 2012, primary municipal election and the November 6, 2012, general municipal election with the statewide direct primary and general elections; and CITY desires to make use of certain services, facilities, and equipment of the Registrar of Voters' Office of COUNTY and to pay COUNTY for the CITY'S proportion of the cost thereof, pursuant to the provisions of this Agreement;

NOW, THEREFORE, it is hereby agreed as follows:

1. COUNTY agrees to make no changes in precinct boundaries within eighty-eight (88) days of the June 5, 2012, primary election and the November 6, 2012, general election.

2. COUNTY agrees that the Registrar of Voters' Office shall perform the following services for CITY:

   (a) Furnish the governing body of CITY, upon request of the City Clerk, with up to four (4) copies of the index of registration for each precinct contained in whole or part within the City of Stockton boundaries, not less than twenty-five (25) days prior to the election.

   (b) Furnish one map showing all regular precincts embraced in whole or part of the City of Stockton.

   (c) Address and mail voters' pamphlets containing sample ballot, vote-by-mail information and any other election matter required to be mailed to the voters.

   (d) Prepare list of number of registered voters in each precinct.

   (e) Prepare index to precinct consolidation as to polling places.
(f) Prepare precinct consolidations, labels for sample ballots.

(g) Check and package official ballots for consolidated precincts.

(h) Package election supplies for delivery to precinct inspectors, it being understood COUNTY will arrange for delivery of same.

(i) Provide for delivery and return of ballot boxes, election booths, chairs, tables, etc., to polling places, it being understood that delivery and return will be made by COUNTY.

(j) Perform such other election-related services at the request of the City Clerk as may be required by law.

(k) Select the polling place and election officers and mail the Notice of Appointment to the election officers.

(l) Confirm the results of the elections for submission to the City Council as soon as possible and no later than the day required by the City Charter.

(m) Prepare and provide a billing spreadsheet in a format similar to Attachment A.

3. In performing its duties under this Agreement, COUNTY shall comply with all applicable Federal and State laws, including the Voting Rights Act of 1965.

4. The City agrees to:

(a) Pay its proportion of the costs of publications of the polling places and the election officers.

(b) Pay COUNTY its proportion of the costs for all services, facilities, and equipment furnished by COUNTY to CITY in connection with said Election upon receipt by CITY of a billing spreadsheet and statement from the Registrar of Voters setting forth the actual cost of COUNTY for services, facilities, and equipment so furnished. COUNTY will endeavor to keep all expenses to a minimum.
5. Indemnification:

COUNTY shall indemnify, defend, and hold CITY, its officers, agents, employees, and assigns, harmless from any claim, expense, payment, or for any injury, death, or damage to any person or property arising out of the COUNTY'S performance under this Agreement, including any violation of applicable Federal and State law, unless any such injury, damage, or liability arises by virtue of the negligence, as determined by a court of competent jurisdiction, on the part of CITY, its officers, agents, employees, or assigns.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands

COUNTY OF SAN JOAQUIN,
a Political Subdivision of the
State of California

______________________________
Chairperson
“COUNTY”

ATTEST: LOIS SAHYOUN
Clerk of the Board of Supervisors
Of the County of San Joaquin
State of California

______________________________

APPROVED AS TO FORM

BY: _______________________
County Counsel

ATTEST: CITY OF STOCKTON, A
Municipal Corporation

______________________________
BONNIE PAIGE
CITY CLERK

BOB DEIS
CTY MANAGER
“CITY”

APPROVED AS TO FORM:

JOHN M. LUEBBERKE
CITY ATTORNEY

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