

**MEMORANDUM OF UNDERSTANDING BY AND BETWEEN  
AMERICAN RIVER FLOOD CONTROL DISTRICT  
AND  
THE COUNTY OF SACRAMENTO**

1. **PARTIES.** This Memorandum of Understanding (MOU) is entered into by the American River Flood Control District (“District”) 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.

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

4. **REIMBURSEMENT FOR SERVICES PROVIDED.** The District 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 Clerk of the Board or General Manager shall meet in good faith to resolve the dispute before any other remedies are sought.

5. **MUTUAL INDEMNIFICATION.**

5.1 District 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 District, its officers, employees, agents or volunteers in connection with District’s performance of its obligations under this MOU.

5.2 County agrees to indemnify and hold harmless District, 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 District shall reimburse the County for cost of services provided through the date of the termination notice.

AMERICAN RIVER FLOOD  
CONTROL DISTRICT,

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

By: \_\_\_\_\_  
Clerk of the Board

By: \_\_\_\_\_  
Registrar of Voters

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

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

Approved as to Form:

Approved as to Form:

By: \_\_\_\_\_  
District Counsel

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

## ATTACHMENT A - SCOPE OF SERVICES

### ALL ELECTIONS

**Registrar of Voters shall provide the following services for all American River Flood Control District elections:**

1. Prepare election process forms and provide to the Clerk of the Board 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 place information, and map and/or address of ballot drop-off locations in the AMERICAN RIVER FLOOD CONTROL DISTRICT.
5. Supply sample ballot materials to registered voters in the affected District zones.
6. Provide to the Clerk of the Board an electronic listing of all electors eligible to vote in the election, including polling place, if applicable.
7. Provide ballot tabulation equipment and qualified and trained personnel for its operation throughout the election as provided by law.
8. Provide security during ballot counting and tabulation process.
9. Provide sufficient personnel to deliver, process, count, and tabulate election ballots.
10. Provide sufficient personnel to process, count, and tabulate signature withdrawal requests.
11. Distribute and process vote-by-mail ballots.
12. Distribute and process provisional ballots and challenged ballots.
13. Perform canvass and issue Official Statement of Vote to the Clerk of the Board as required by federal and state election laws.
14. Prepare invoices for services rendered within 45 days of the election and provide revised invoices, as necessary, following cost reconciliation
15. Other services as requested by the Clerk of the Board.

**The Clerk of the Board shall provide the following services to the Registrar of Voters for all American River Flood Control District elections:**

1. Provide a copy of the resolution calling the election and requesting services as required by federal and state election law.
2. Provide Board action regarding costs for printing of candidate statements.
3. 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.
4. 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 American River Flood Control District 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 Clerk of the Board with a direct link to County website that indicates polling locations.

## ALL-MAIL-BALLOT ELECTIONS

**The Registrar of Voters shall provide the additional following services for American River Flood Control District 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 zone as requested to the Clerk of the Board.

**The Clerk of the Board shall provide to the Registrar of Voters for American River Flood District all-mail-ballot elections:**

1. Assist with the identification of potential facilities for ballot drop-off locations.

**Resolution 2018-04  
American River Flood Control District**

**CALLING GENERAL DISTRICT ELECTION**

**WHEREAS**, an election will be held within the American River Flood Control District on November 6, 2018, for the purpose of electing three (3) Trustees to the Board of Trustees; and

**WHEREAS**, a statewide general election will be held within the County of Sacramento on the same day; and

**WHEREAS**, Elections Code Section 10403 requires jurisdictions to file with the Board of Supervisors, and a copy with the Registrar of Voters, a resolution requesting consolidation with a statewide election:

**NOW THEREFORE BE IT RESOLVED** that the American River Flood Control District requests the Board of Supervisors of Sacramento County to consolidate the regularly scheduled General District Election with the statewide election to be held on November 6, 2018; and

**BE IT FURTHER RESOLVED** that each trustee shall be a registered voter of the district and shall have resided therein at least one year next preceding his appointment or election; and

**BE IT FURTHER RESOLVED** that any person desiring to be a candidate at any election for trustees shall also file a statement under oath that he is a registered voter within the district and that he will not withdraw his name before the election; and

**BE IT FURTHER RESOLVED** that the candidate is to pay for the publication of the candidate's statement, pursuant to Election Code Section 13307, such publication cost to be pre-paid by the candidate to the District; and

**BE IT FURTHER RESOLVED** that the number of words that a candidate may use in his or her candidate's statement shall be limited to 200 words; and

**BE IT FURTHER RESOLVED** that the American River Flood Control District agrees to reimburse the Registrar of Voters for actual costs accrued, such costs to be calculated by the method set forth in the County's current Election Cost Allocation Procedures.

**BE IT FURTHER RESOLVED** that in the case of a tie between multiple candidates, the Board of Trustees of the American River Flood Control District shall select the winner and inform the County of Sacramento Voter Registration and Elections Department of their selection.

**PASSED AND UNANIMOUSLY ADOPTED** this 9th day of March, 2018.

ATTEST:

\_\_\_\_\_  
President

\_\_\_\_\_  
Secretary