SUBJECT: RESOLUTION CALLING AND GIVING NOTICE OF A CONSOLIDATED GENERAL MUNICIPAL ELECTION TO BE HELD ON TUESDAY, NOVEMBER 8, 2022, FOR THE ELECTION OF TWO MEMBERS TO THE TOWN COUNCIL

DISCUSSION

On April 12, 2022, the Town of Woodside formally switched from a from-district to a by-district form of electing members to the Town Council through the adoption of Section 30.02, Elections of members of the Town Council by district, of the Woodside Municipal Code. The Town reduced the number of districts and corresponding Town Council seats from seven to five, and adopted a new five-district map.

The transition from a seven-member Council to a five-member Council will begin with the General Municipal Election in November 2022, at which time only two Council members shall be elected for new four-year terms, while the following three existing terms will expire following the election:

- The member of the Town Council from the former District 2, now held by Brian Dombkowski.
- The member of the Town Council from the former District 4, now held by Sean P. Scott.
- The member of the Town Council from the former District 6, now held by Richard “Dick” Brown.

CONCLUSION

Adoption of the Resolution will call for and give notice of a consolidated General Municipal Election to be held on November 8, 2022 and authorize the Town Manager to execute the service agreement with the San Mateo County Elections Department to conduct the election for the Town. The consolidated regular General Municipal Election will be on November 8, 2022 for the Districts 2 and 3 seats.

Attachments:
1. Draft Resolution
2. Service Agreement with the San Mateo County Elections Office
RESOLUTION NO. 2022 - ____

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF WOODSIDE
CALLING AND GIVING NOTICE OF A CONSOLIDATED GENERAL MUNICIPAL ELECTION
TO BE HELD ON TUESDAY, NOVEMBER 8, 2022, FOR THE ELECTION OF TWO MEMBERS TO THE
TOWN COUNCIL, AS REQUIRED BY THE PROVISIONS OF THE LAWS OF THE STATE OF
CALIFORNIA PERTAINING TO GENERAL LAW CITIES

WHEREAS, under the provisions of the laws relating to General Law Cities in the State of California, a Consolidated General Municipal Election shall be held on November 8, 2022, for the election of Municipal Officers.

NOW, THEREFORE, BE IT RESOLVED by the Town Council of the Town of Woodside as follows:

1. That on April 12, 2022, by Ordinance, the Town of Woodside formally switched from a from-district to a by-district form of electing members to the Town Council through the adoption of Section 30.02, Elections of members of the Town Council by district, of the Woodside Municipal Code.

2. That, through that same Ordinance, the Town reduced the number of districts and corresponding Town Council seats from seven to five, and adopted a new five-district map.

3. That, pursuant to Section 30.02(C)(1) of the Woodside Municipal Code, the transition from a seven-member Council to a five-member Council shall begin with the General Municipal Election in November 2022, at which time only two Council members shall be elected for new four-year terms, while the following three existing terms will expire following the election:

   The member of the Town Council from the former District 2, now held by Brian Dombkowski.

   The member of the Town Council from the former District 4, now held by Sean P. Scott.

   The member of the Town Council from the former District 6, now held by Richard “Dick” Brown.

4. That pursuant to the requirements of the laws of the State of California relating to General Law Cities there is called and ordered to be held in the Town of Woodside, California, on Tuesday, November 8, 2022, a Consolidated General Municipal Election for the purpose of electing:

   A member of the Town Council from District 2, for a term of four years.

   A member of the Town Council from District 3, for a term of four years.

5. That the first date and time for the distribution and filing of nomination papers for aforementioned elective offices shall be Monday, July 18, 2022, 8:00 a.m. and the last date and time to file nomination papers shall be Friday, August 12, 2022, by 5:00 p.m.; except if nomination papers for an incumbent officer of the Town, whose term of office is expiring, are not filed by said date and time, the voters of Woodside shall have until 5:00 p.m. on Wednesday, August 17, 2022, to nominate candidates other than the incumbent for such elective office.

6. That nomination papers must be signed and the name printed by not less than twenty nor more than thirty registered voters of the Town of Woodside. Nomination papers and all election forms shall be obtained from the Town Clerk and potential candidates shall be required to sign a receipt for all documents and written information provided by the Town
Clerk pertaining to this election nomination.

7. That pursuant to Section 13307 of the Election Code of the State of California, each candidate for elective office may file a Candidate's Statement of Qualifications at the time of returning nomination papers for filing, not to exceed 200 words, on an appropriate form provided by the Clerk. Said statement shall be included in the Voter Information Pamphlet and Sample Ballot sent to all registered voters unless said statement is withdrawn by the candidate no later than 5:00 p.m., Monday, August 15, 2022, or not later than 5:00 p.m., Wednesday, August 17, 2022, in the event of an extended filing period.

Each candidate filing a Candidate's Statement and Qualifications shall be responsible for payment of a pro rata share of costs of printing, handling and mailing as a condition of having their statement included in the voter's pamphlet. The Town Clerk shall bill each candidate for any cost associated with the Candidate's Statement.

8. That the Vote Centers for the election shall be open at 7:00 a.m. of the day of the election and shall remain open continuously from that time until 8:00 p.m. of the same day when the polls shall be closed.

9. That the ballots to be used at the election shall be in form and content as required by law.

10. That the Town Clerk is authorized, instructed, and directed to work with the County of San Mateo to procure and furnish any and all official ballots, notices, printed matters and all supplies, equipment and paraphernalia that may be necessary in order to properly and lawfully conduct the election.

11. That pursuant to the provisions of Section 10002 of the Elections Code of the State of California, this Town Council requests the Board of Supervisors of the County of San Mateo to permit the County Elections Department to prepare and furnish to the Town of Woodside election services.

12. That in all particulars not recited in this Resolution, the election shall be held and documented as provided by law for holding municipal elections.

13. That notice of the time and place of holding the election is given and the Town Clerk is authorized, instructed and directed to give further or additional notice of the election, in time, form and manner as required by law.

14. That the Town Manager is authorized to execute a service agreement with the County of San Mateo to render specified services to the Town of Woodside relating to the Consolidated General Municipal Election.

* * * * *

PASSED AND ADOPTED by the Town Council of the Town of Woodside, California, at a meeting thereof held on this 12th day of July 2022, by the following vote of the members thereof:

AYES, and in favor thereof, Councilmembers:
NOES, Councilmembers:
ABSENT, Councilmembers:
ABSTAIN, Councilmembers:
Mayor of the Town of Woodside

ATTEST:

Clerk of the Town of Woodside
SERVICE AGREEMENT FOR THE PROVISION OF ELECTION SERVICES
BETWEEN THE TOWN OF WOODSIDE AND
SAN MATEO COUNTY CHIEF ELECTIONS OFFICER & ASSESSOR-COUNTY CLERK-RECORDER

This Service Agreement for the Provision of Election Services ("Agreement"), entered into this _______ day of ______________, 2022, by and between the Town of Woodside (the “Municipality”) and San Mateo County Chief Elections Officer & Assessor – County Clerk – Recorder (the “Chief Elections Officer”);

WHEREAS, it is necessary and desirable that the Chief Elections Officer be retained for the purpose of conducting an election, described in more detail below, for the Municipality; and

WHEREAS, the Chief Elections Officer has been asked by the Municipality to conduct an election on November 8, 2022 (the “Election”).

NOW, THEREFORE, IT IS HEREBY AGREED BY THE PARTIES HERETO AS FOLLOWS:

SERVICES TO BE PERFORMED BY THE MUNICIPALITY:

1) Within the time frame set by statute, the Municipality will request the Board of Supervisors, through the Chief Elections Officer, to conduct an election relating to the Municipality on November 8, 2022 and will request the services of the Chief Elections Officer in relation to the Election.

2) The Municipality will publish the Notice of Election and the Notice to File Declarations of Candidacy for the offices to be voted on and/or the Notice to File Arguments For or Against any measure.

3) The Municipality will submit to the Chief Elections Officer the offices to be voted on and the measure ballot questions by 88 days prior to the Election. The Municipality will submit to the Chief Elections Officer the names and ballot destinations of the candidates to appear upon the ballot by 81 days prior to the Election.

4) The Municipality will prepare and deliver to the Chief Elections Officer the ballot pamphlet information containing, as applicable, candidate designations and statements, ballot measure(s), tax rate statement(s), impartial analyses, arguments for or against measures and rebuttals thereto.

5) The Municipality will review and sign off on the official ballot wording for measures.

6) The Municipality will complete any other non-delegable tasks required by law in relation to the Election.

7) The Municipality shall maintain records/maps regarding the boundaries of the Municipality and will notify the Chief Elections Officer of any changes/additions to those boundaries by 125 days prior to the Election.

SERVICES TO BE PERFORMED BY CHIEF ELECTIONS OFFICER:

1) The Chief Elections Officer will select the sample and official ballot printer(s) and translators.

2) The Chief Elections Officer will prepare and deliver all election information to the printers and translators.

3) The Chief Elections Officer will determine the appropriate translation and transliteration of all pertinent documents.

4) The Chief Elections Officer will issue, receive and process vote by mail ballots.

5) The Chief Elections Officer will set up ADA compliant Vote Centers, publish any required notices and conduct the Election.

6) The Chief Elections Officer will provide services for any official recount or election contest, if applicable.

7) The Chief Elections Officer will conduct all aspects of the Canvass of Votes Cast. Pursuant to Section 10262 of the Elections Code, the Chief Elections Officer will submit a Certificate of Chief Elections Officer to the Municipality’s governing body certifying the results of the Election.
8) The Chief Elections Officer will conduct other various and miscellaneous election-related activities directly required to conduct the Election itself. To the extent that the Municipality has obligations under law to perform various duties that relate to the Election beyond those directly involved with conducting the Election, those duties remain the responsibility of the Municipality. If the Municipality wishes to have any such duties performed by the Chief Elections Officer, the parties must mutually agree in advance in writing to have the Chief Elections Officer perform such duties. By way of example only, if the Municipality is required to send certain notices or adopt resolutions relating to the Election, those duties remain duties of the Municipality.

TERMS:

This Agreement shall be in effect for the performance of all services incident to the preparation and conduct of the Election to be held on November 8, 2022, including before and after said Election date.

In the event the Chief Elections Officer is unable to perform services required under this Agreement as a result of employer/employee relation conditions, vendor conditions, the unavailability of Federal, State, or County funds, COVID-19-related limitations, and/or other conditions beyond the control of the Chief Elections Officer, the Chief Elections Officer will be relieved of all obligations under this Agreement. The Chief Elections Officer may terminate this Agreement after giving 72 hours written notice, at which time the Chief Elections Officer will be relieved of all obligations under this Agreement.

This Agreement can be terminated by the Municipality upon 30 days written notice.

COST FOR SERVICES

In consideration of the performance of services and supplies provided by the Chief Elections Officer, including 1) any and all costs incurred during a recount or election contest that are not reimbursed by the voter requesting the recount or filing the contest as specified in the Elections Code and 2) any other costs associated with the Election, such as return postage costs and costs for ensuring voter accessibility, the Municipality shall pay to the Chief Elections Officer a sum equal to the full cost of the Election, including all such services, supplies, and other costs.

The Chief Elections Officer shall send an itemized invoice to the Municipality for all services provided pursuant to this Agreement after the Election is conducted and all related costs are determined. Payment on the full amount of the invoice shall be due and the Municipality shall submit payment to the County of San Mateo within forty-five (45) days of the date of the invoice (the “Due Date”). If the amount is not paid in full within this time, interest shall accrue monthly at a rate of 0.25% per month (equivalent to 3% annually) on the unpaid balance starting at the Due Date. Thereafter, invoices will be sent and shall be payable within thirty (30) days of the date of the invoice, with interest being added each month for any unpaid balance.

MUNICIPALITY

Signature: ______________________________ Date: ____________
Print Name: ______________________________
Title: ______________________________

COUNTY

Signature: ______________________________ Date: ____________
Print Name: ______________________________
Title: ______________________________