

**EXHIBIT 2-B**

SERVICE AGREEMENT FOR THE PROVISION OF ELECTION  
SERVICES BETWEEN MONTEREY PENINSULA WATER MANAGEMENT DISTRICT AND  
MONTEREY COUNTY REGISTRAR OF VOTERS

NOVEMBER 3, 2020

This Agreement, entered into this \_\_\_\_ day of \_\_\_\_\_ 2020, by and between MONTEREY PENINSULA WATER MANAGEMENT DISTRICT and Monterey County Registrar of Voters (hereinafter referred to as Registrar of Voters);

WHEREAS, it is necessary and desirable that the Registrar of Voters be retained for the purpose of conducting an election hereinafter described for the MONTEREY PENINSULA WATER MANAGEMENT DISTRICT (hereinafter referred to as the District);

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

SERVICES TO BE PERFORMED BY THE DISTRICT:

- 1) No later than the 88th day prior to the election the District shall submit a board approved resolution which requests the Registrar of Voters for Monterey County to conduct an election for the District on NOVEMBER 3, 2020, and requesting election related services of the Registrar of Voters.
- 2) The District shall submit to the Registrar of Voters in writing the exact number of offices to be voted on and/or the exact ballot wording to be voted by no later than the 88th day prior to the election, or by the 83rd day prior to the election if Elections Code §§ 10225, 10229, and 10407 are applicable.
- 3) The District shall prepare and deliver to the Registrar of Voters the Voter Guide information containing, as applicable, the ballot measure and tax rate statements. The last day for the submission of primary arguments (300 words) and impartial analysis shall be no later than AUGUST 13, 2020. The last day for the submission of rebuttal arguments (250 words) is AUGUST 20, 2020.

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- 4) The District shall be responsible for reviewing and approving the language of the sample ballot and official ballot wording for candidates and measures.

### SERVICES TO BE PERFORMED BY REGISTRAR OF VOTERS:

- 1) The Registrar of Voters shall publish the Notice of Election and the Notice to File Declarations of Candidacy for the District offices to be voted on, and/or the Notice to File Arguments for or against any measure.
- 2) The Registrar of Voters shall select and contract with the sample and official ballot printer(s) on behalf of the District.
- 3) The Registrar of Voters shall prepare and deliver to the printer the official ballot information.
- 4) The Registrar of Voters shall issue, receive and process all ballots on behalf of the District matters.
- 5) The Registrar of Voters shall procure all necessary and appropriate polling place locations, hire polling place workers, and conduct the election in accordance with all applicable state, federal and local laws.
- 6) The Registrar of Voters shall prepare a Canvass of Votes Cast and submit a Certificate of Registrar of Voters to the District regarding the District matters.
- 7) The Registrar of Voters shall conduct other various and miscellaneous election activities as required including but not limited to all those required as the District's Election Official other than those described under "Services to be Performed by the District".

### 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 3, 2020.

The parties will use best efforts to perform services herein. However, in the event the Registrar of Voters is unable to perform services required under this Agreement that are beyond his control, including an employee strike, vendor conditions, natural disasters, war, or other similar conditions, the Registrar of Voters will be relieved of all obligations under this Agreement. The Registrar will provide reasonable notice, if practical, of any conditions beyond his control, including notice at least 60 days prior to NOVEMBER 3, 2020 of vendor conditions affecting the election services. In the event a vendor does not perform, the Registrar will attempt to obtain substitute services.

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CONSIDERATION:

In consideration of the performance of services and supplies provided by the Registrar of Voters, the District shall pay to the Registrar of Voters a sum equal to the actual cost of such services, expenses, and supplies related to the work performed on behalf of District. In the event that this Agreement is terminated prematurely, the District shall pay to the Registrar a sum equal to the actual cost of such services performed or supplies/expenses incurred as of the effective date of the termination.

The District shall make payment within 30 days of receipt of invoice from Registrar of Voters.

DISTRICT:

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

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

COUNTY:

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

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_