

EXHIBIT 7-B

SERVICE AGREEMENT FOR THE PROVISION OF ELECTION
SERVICES BETWEEN **MONTEREY PENINSULA WATER MANAGEMENT DISTRICT** AND
COUNTY OF MONTEREY DEPARTMENT OF ELECTIONS

NOVEMBER 5, 2024

This Agreement, entered into this _____ day of _____ 2024, by and between **Monterey Peninsula Water Management District** and County of Monterey Department of Elections (hereinafter referred to as the Department);

WHEREAS, it is necessary and desirable that the Department 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 123rd day prior to the election the District shall submit a board approved resolution which requests the County of Monterey Department of Elections to conduct an election for the District on **NOVEMBER 5, 2024** and requesting election related services of the Department.
- 2) The District shall submit to the Department 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 §§ 10510, 10515, and 10516 are applicable.
- 3) The District shall prepare and deliver to the Department 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 15, 2024**. The last day for the submission of rebuttal arguments (250 words) is **AUGUST 22, 2024**.

- 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 THE DEPARTMENT:

- 1) The Department 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 Department shall select and contract with the sample and official ballot printer(s) on behalf of the District.
- 3) The Department shall prepare and deliver to the printer the official ballot information.
- 4) The Department shall issue, receive, and process all ballots on behalf of the District matters.
- 5) The Department 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 Department shall prepare a Canvass of Votes Cast and submit a Certificate of Registrar of Voters to the District regarding the District matters.
- 7) The Department 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 5, 2024**.

The parties will use best efforts to perform services herein. However, in the event the Department is unable to perform services required under this Agreement that are beyond their control, including an employee strike, vendor conditions, natural disasters, war, or other similar conditions, the Department will be relieved of all obligations under this Agreement. The Department will provide reasonable notice, if practical, of any conditions beyond their control, including notice at least 60 days prior to **NOVEMBER 5, 2024** of vendor conditions affecting the election services. In the event a vendor does not perform, the Department will attempt to obtain substitute services.

CONSIDERATION:

In consideration of the performance of services and supplies provided by the Department, the District shall pay to the Department 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 Department 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 the Department.

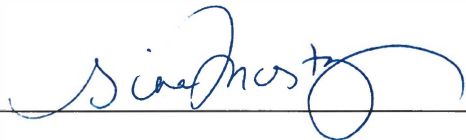
DISTRICT:

Signature: _____ Date: _____

Print Name: _____

Title: _____

COUNTY:

Signature:  _____ Date: 04/23/2024

Print Name: Gina Martinez

Title: County of Monterey, Registrar of Voters