

AGREEMENT FOR THE PROVISION OF SERVICES BETWEEN  
FORT ORD REUSE AUTHORITY AND COUNTY OF MONTEREY  
RELATING TO PETITION SIGNATURE VALIDATION  
AND/OR PERFORMING ELECTIONS ADMINISTRATION

This Agreement, entered into this 1<sup>TH</sup> day of JUNE, 2013, by and between the Fort Ord Reuse Authority (hereinafter referred to as "FORA") and the County of Monterey, through the Monterey County Registrar of Voters (hereinafter referred to as "County");

WHEREAS, it is necessary and desirable that the County be retained for the purpose of undertaking certain procedures related to elections on behalf of FORA;

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

A. SERVICES TO BE PERFORMED BY FORA:

To the extent there is a pre-election request for services relating to any initiatives and/or referenda, FORA shall be responsible for and make all decisions relative to: accepting or rejecting any initiatives and/or petitions; submitting petitions to the County for the administrative duty of signature and address verification; and/or whether to place any matter on the ballot.

B. SERVICES TO BE PERFORMED BY COUNTY THROUGH THE REGISTRAR OF VOTERS:

1. The County will perform a random sample of the petitions. If the sample shows that between 95 percent and 110 percent of the required signatures were submitted, the County shall then proceed to verify each signature on the petitions. If the sample shows that the petitions have less than 95 percent or more than 110 percent of the required signatures, the County shall immediately transmit that information to FORA.
2. The County will conduct other various and miscellaneous election activities as required, including but not limited to all those required under law, other than those described under "Services to be Performed by FORA".

C. TERMS:

1. This Agreement shall be in effect for the performance of all services incident to the review of the petitions.

2. To the extent that County is asked to perform any services related to verifying signatures relative to initiatives and/or referenda not yet placed on the ballot, the parties agree that County is acting only at the request of FORA to verify signatures and that County shall have no responsibility for decisions related to acceptance or rejection of petitions, and/or any decision and/or direction by FORA to place a matter on the ballot of FORA.
3. If the County is unable to perform services required under this Agreement, as a result of employer/employee relation conditions, vendor conditions or other conditions beyond the control of the County, the County will be relieved of all obligations under this Agreement. In such event, the County may terminate this Agreement after giving 72 hours written notice; thereafter, County shall be relieved of all obligations under this Agreement.
4. This Agreement may be terminated by either party, with or without cause, upon a 30 day written notice to the other party.
5. If FORA terminates this Agreement prior to completion of services by County, FORA shall be responsible for compensating County for all services performed by County prior to the effective date of the termination.

D. CONSIDERATION:

1. In consideration of the performance of the above services and supplies provided by County, FORA shall compensate County in a sum equal to the actual cost of such services and supplies, including the time of County employees at their fully loaded rate.
2. FORA shall make payment to County within 30 days of receipt of invoice from County.

E. INDEMNIFICATION:

1. In addition to the compensation set forth above, FORA shall indemnify, defend, and hold harmless County, its officers, agents, and employees, from and against any and all claims, liabilities, and losses whatsoever (including court costs, and reasonable attorneys' fees) occurring or resulting to any and all persons, firms or corporations in connection with this Agreement or for having or not having a matter, resolution, and/or initiative placed on the ballot, and from any and all claims, liabilities, and losses occurring or resulting to any person, firm, or corporation for damage of any kind arising out of or connected with County's performance of

this Agreement, unless such claims, liabilities, or losses arise out of the sole negligence or willful misconduct of County. This provision shall survive the termination of this Agreement and the completion of services performed by County.

2. County agrees to indemnify, defend, and hold harmless FORA, its officers, agents, and employees, from and against any and all claims, liabilities, and losses (including court costs, and reasonable attorneys' fees) related to the sole negligence or willful misconduct of County.

F. EXECUTION

FORA:

Signature: Robert J. Norris, Jr. Date: 6/7/2013  
Print Name: ROBERT J. NORRIS, JR  
Title: PRINCIPAL ANALYST

FORA Contact Name, Address and Phone number:

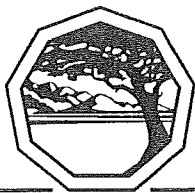
ROBERT J. NORRIS, JR.  
920 2<sup>ND</sup> AVENUE  
MARINA, CA 93933  
(831) 883.3672

COUNTY:

Signature: Manuel T. González Date: 6/7/13  
Print Name: Manuel T. González  
Title: Acting Registrar of Voters

County Contact Name, Address and Phone number:

CLAUDIO VALENZUELA  
1370 B SOUTH MAIN ST.  
SALINAS CA 93901  
(831) 796-1488



# FORT ORD REUSE AUTHORITY

920 2ND AVENUE, SUITE A, MARINA, CALIFORNIA 93933

PHONE: (831) 883-3672 - FAX: (831) 883-3675

WEBSITE: www.fora.org

## DELEGATION OF AUTHORITY

By means of this letter, I, Michael A. Houlemard, Jr., Fort Ord Reuse Authority (FORA) Executive Officer/Elections Official, delegate the authority herein described to Robert Norris, FORA Principal Analyst, on the following terms and conditions:

1. Mr. Norris will assume all duties and responsibilities of the FORA Elections Official.
2. The effective date of this delegation is June 1, 2013, and shall remain effective through June 9, 2013.
3. The authority delegated in this document shall not be sub-delegated.

A handwritten signature in black ink, reading "Michael A. Houlemard, Jr.", written over a horizontal line.

Date: May 31, 2013

Michael A. Houlemard, Jr.  
Executive Officer/Elections Official

Acknowledged and agreed:

A handwritten signature in black ink, reading "Robert J. Norris, Jr.", written over a horizontal line.

Date: May 31, 2013

Robert J. Norris, Jr.  
Principal Analyst

cc: Authority Counsel Jon Giffen