CITY OF SAN MATEO

City Hall
330 W. 20th Avenue
San Mateo CA 94403
www.cityofsanmateo.org

Agenda Report

Agenda Number: 6 | Section Name: CONSENT CALENDAR | Account Number: 10-1511 | File ID: 26-11319

TO: City Council

FROM: Alex Khojikian, City Manager

PREPARED BY: City Clerk's Office

MEETING DATE: June 15, 2026

SUBJECT:
November 3, 2026 General Municipal Election — Calling the District Election for Candidates

RECOMMENDATION:
Adopt a Resolution to call for and conduct the November 3, 2026 General Municipal Election; request consolidation with San Mateo County for election services; and authorize the City Clerk to execute the Service Agreement for the Provision of Election Services with the County of San Mateo for the Candidate election, and make any appropriate changes, with the concurrence of the City Attorney.

BACKGROUND:
A general municipal election for the City of San Mateo is scheduled for November 3, 2026, per the City's Charter. This is the City's third district-based election for electing City Council members. Districts 1, 3, and 5 will hold their second elections by district during this election cycle. Districts 1, 3, and 5 held their first by district elections in 2022. A Resolution is provided with this report to call the election, request consolidation with the County for conducting the election, and to identify the three City Council Members whose seats term out December 7, 2026. The Council Members with terms ending are: Lisa Diaz Nash, Robert Newsom, Jr., and Adam Loraine.

The Election Services Agreement is still being finalized, with Attachment 2 reflecting the City's revisions, hence the broad delegation of authority sought from the Council.

BUDGET IMPACT:
The City Clerk's Office has included a request of $348,416 for standard election costs in the proposed fiscal year 2026-27 budget. If approved, during June 15, 2026, budget adoption public hearing, the City will have sufficient costs to cover the costs of conducting the election. The Elections Services Agreement is included as Attachment 2.

ENVIRONMENTAL DETERMINATION:
This action is not a project subject to CEQA, because it is an organizational or administrative activity that will not result in direct or indirect physical changes in the environment. (CEQA Guidelines Section 15378(b)(5).)

NOTICE PROVIDED
All meeting noticing requirements were met.

ATTACHMENTS
Att 1 – Proposed Resolution
Att 2 – Election Services Agreement

STAFF CONTACT

Martin McTaggart, City Clerk
mmctaggart@cityofsanmateo.org
(650) 522-7042

CITY OF SAN MATEO
RESOLUTION NO. __ (2026)

A RESOLUTION CALLING FOR THE HOLDING OF A GENERAL MUNICIPAL ELECTION FOR THE ELECTION OF CERTAIN OFFICERS FOR SEATS REPRESENTING COUNCIL DISTRICTS 1, 3 AND 5 AND REQUESTING THE BOARD OF SUPERVISORS OF THE COUNTY OF SAN MATEO TO CONSOLIDATE A GENERAL MUNICIPAL ELECTION WITH THE STATEWIDE GENERAL ELECTION ON NOVEMBER 3, 2026

WHEREAS, pursuant to the City of San Mateo's Charter, and the laws governing elections in general law cities in the State of California, a General Municipal Election shall be held on November 3, 2026, for the election of three City Council members, one each from Districts 1, 3, and 5; and

WHEREAS, it is desirable that the General Municipal Election be consolidated with the County election to be held on the same date and that within the City the precincts, polling places and election officers of the two elections be the same, and that the County election department of the County of San Mateo canvass the returns of the General Municipal Election and that the election be held in all respects as if there were only one election.

NOW, THEREFORE, IT IS HEREBY DETERMINED AND ORDERED THAT THE CITY COUNCIL OF THE CITY OF SAN MATEO, CALIFORNIA, RESOLVES as follows:

SECTION 1. A General Municipal Election is hereby called and ordered within the City boundaries to be held in the City of San Mateo, State of California, on Tuesday, November 3, 2026, for the purpose of holding the City's third District based elections to elect three City Council members to represent Districts 1, 3 and 5 for terms commencing with the regular City Council meeting of December 7, 2026 and until the election and qualification of a successor at the general municipal election to be held the fourth year thereafter. The offices to be voted on are:

Member, City Council, District 1
Member, City Council, District 3
Member, City Council, District 5

SECTION 2. That the ballots to be used at the election shall be in form and content as required by law.

SECTION 3. Nomination papers may be procured only from the City Clerk, who shall, at the time of issuance, sign, date, and place the name of the candidate and office sought. Nominations shall be filed with the City Clerk no earlier than 8:00 a.m. on July 13, 2026, and no later than 5:00 p.m. on August 7, 2026.

If an incumbent eligible for reelection in a district does not file nomination papers by 5:00 p.m. on August 7, 2026, the nomination period for that district shall be extended pursuant to Elections Code Section 8024 until 5:00 p.m. on August 12, 2026, for all qualified candidates other than the incumbent.

SECTION 4. Candidates' statements concerning their experience and qualifications, as required by Section 7.04 of the City Charter, shall be filed with the City Clerk not earlier than July 13, 2026, and no later than August 7, 2026. Such statement shall be accompanied by a photograph as required by said Section.

SECTION 5. The City Clerk shall publish, in the City's adjudicated newspaper of general circulation, by two insertions therein, prior to the date for said election, the Candidates' Statements required by Section 7.04 of the City Charter together with the photograph of said candidate.

SECTION 6. Pursuant to California Election Code Section 13307, each candidate for elective office for Districts 1, 3 and 5, not earlier than July 13, 2026, or no later than August 7, 2026, may prepare a candidate's statement to be published in the county voter information guide. The statement shall meet the requirements as set forth in California Election Code 13307. The statement shall be limited to 200 words and a charge shall not

be levied against a candidate for the candidate's statement sent to each voter. In the event the nomination period is extended as provided above, the deadline for submitting a candidate statement shall be correspondingly extended to August 12, 2026.

SECTION 7. Pursuant to the requirements of California Election Code Section 10403, the Board of Supervisors of the County of San Mateo is hereby requested to consent and agree to consolidation of a general municipal election with the statewide election on Tuesday, November 3, 2026, and the municipal election hereby called for November 3, 2026 shall be consolidated with the countywide election to be held within the City on said date, and within the territory affected by the consolidation, the election shall be held and conducted, election officers appointed, voting precincts designated, ballots printed, polls opened and closed, ballots counted and returned, returns canvassed, results declared, and all other proceedings incidental to and connected with the election shall be regulated and done in accordance with the provisions of law regulating the countywide election and as specified herein. The election shall be held and conducted in the manner prescribed by Elections Code section 10418. In all particulars not recited in this resolution, the election shall be held and conducted as provided by law for holding municipal elections.

SECTION 8. That pursuant to the requirements of California Election Code Section 10002, the Board of Supervisors of the County of San Mateo is hereby requested to permit the County Elections Official to render specified services to the City relating to the conduct of the election; and is hereby authorized to canvass the returns of said municipal election, and said election shall be held in all respects as if there were only one election and only one form of ballot. The County shall certify the results of the canvass of the returns of said election to the City Council of this City which shall thereafter declare the results thereof.

SECTION 9. That notice of the time and place of holding the election is given and the City Clerk is authorized, instructed, and directed to give further or additional notice of the election, in time, form and manner as required by law.

SECTION 10. That the City Clerk shall cause to be published a list of the nominees in the order in which they are to appear on the ballot and the respective offices for which they have been nominated. The notice shall be in the following form:

> NOMINEES FOR PUBLIC OFFICE
>
> NOTICE IS HEREBY GIVEN that a general municipal election will be held in the City of San Mateo on TUESDAY, the 3rd day of November 2026, for the following offices.
>
> Members of the City Council, representing Districts 1, 3 and 5.
>
> The polls will be open between the hours of _____m. and _____ m.

SECTION 11. The City Council authorizes the City Clerk to administer said election and all reasonable and actual election expenses shall be paid by the City upon presentation of a properly submitted bill and the City Clerk is authorized to execute a service agreement for the provision of election services with the County of San Mateo with terms approved by the City Attorney and provided the costs of such services have been appropriated by the City Council.

SECTION 12. The City Clerk and other City officers are directed to do all things necessary to meet the requirements of law for the conduct of the November 3, 2026, municipal election.

SECTION 13. That the City Clerk is hereby directed to file a certified copy of this resolution with the Board of Supervisors and the Elections Official for the County of San Mateo in the manner required by Elections Code Section 10403.

SECTION 14. Effective date. This resolution shall take effect upon adoption.

SERVICE AGREEMENT FOR THE PROVISION OF ELECTION SERVICES
BETWEEN THE CITY OF SAN MATEO 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 June 2026, is by and between the City of San Mateo (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 3, 2026 (the "Election").

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

I. 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 3, 2026 and will request the services of the Chief Elections Officer in relation to the Election.

2) The Municipality will timely 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 no later than 88 days prior to the Election. The Municipality will submit to the Chief Elections Officer the names and ballot designations of the candidates to appear upon the ballot by no later than 81 days prior to the Election.

4) The Municipality will timely 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, if applicable, timely review and sign off on the official ballot wording for ballot measures.

6) The Municipality will timely 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.

8) If a candidate for a Municipality office alleges to be indigent and unable to pay in advance the requisite fee for submitting a candidate statement, the Municipality, as the applicable local agency, shall be solely responsible for determining whether the candidate is indigent pursuant to Elections Code section 13309. The Municipality shall notify the candidate, and inform the Chief Elections Officer, of the Municipality's indigency determination, in writing, by no later than 64 days prior to the Election. If the Municipality determines that a candidate is indigent such that the candidate is eligible for an advanced candidate statement fee waiver under Elections Code section 13309, or if the Municipality fails to advise the Chief Elections Officer of its indigency determination by the specified deadline, then the Municipality shall be responsible for paying the candidate's pro rata share of the cost of the candidate statement, which will be invoiced in accordance with the "Costs for Services" section of this agreement. Municipality's payment of a candidate's pro rata share of the cost of the

candidate statement is without prejudice to the Municipality's ability to recover such costs directly from the candidate after the election, as authorized by Elections Code section 13309(f).

II. 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 and execute the appropriate translation and transliteration of all Election documents for which translation or transliteration is required.

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 via email and U.S. mail by the fourth Friday after the Election.

8) The Chief Elections Officer will conduct other various and miscellaneous election-related activities directly required to conduct the Election itself, and not assigned to the Municipality above. 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.

III. INDEMNIFICATION

To the fullest extent permitted by law, the Municipality shall indemnify, defend (with counsel reasonably acceptable to the County), and hold harmless the County of San Mateo, the Chief Elections Officer & Assessor–County Clerk–Recorder, and their respective officers, employees, and agents (collectively, the "County Indemnitees") from and against any and all claims, actions, proceedings, writ petitions, lawsuits, damages, judgments, liabilities, costs, and expenses, including attorneys' fees and litigation costs, arising out of or relating to any act or omission of Municipality and its officers, employees, and agents (collectively, the "City Indemnitees) under this Agreement.

To the fullest extent permitted by law, County Indemnitees shall indemnify, defend (with counsel reasonably acceptable to the Municipality), and hold harmless City Indemnitees from and against any and all claims, actions, proceedings, writ petitions, lawsuits, damages, judgments, liabilities, costs, and expenses, including attorneys' fees and litigation costs, arising out of or relating to any act or omission of County Indemnities under this Agreement.

IV. SURVIVAL

The provisions of this section shall survive termination or expiration of this Agreement and the completion of the Election.

V. TERM:

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, 2026, 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, 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. Under the foregoing circumstances, the Chief Elections Officer may terminate this Agreement after giving 30 days 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.

VI. COST FOR SERVICES

In consideration of the performance of services and supplies provided by the Chief Elections Officer to conduct the Municipality's Election, 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) Municipality's pro rata share of 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 Municipality's 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. The provisions of this section shall survive termination or expiration of this Agreement and the completion of the Election.

MUNICIPALITY

Signature: _____ Date:_____

Print Name: _____

Title: _____

COUNTY

Signature: _____ Date: _____

Print Name: _____

Title: _____