CITY OF MOAB RESOLUTION NO. 37-2019
A RESOLUTION ADOPTING AN INTERLOCAL AGREEMENT FOR THE
PROVISION OF ELECTION SERVICES BY AND BETWEEN THE CITY OF MOAB
AND GRAND COUNTY

The following findings describe the reasons for this resolution and explain its purpose.

a. The State of Utah allows Counties to provide election services for the Municipal 2019
   Primary and General elections; and

b. The City of Moab and Grand County have determined that those services can best be
   provided through the creation of an Interlocal Agreement;

Now therefore, the City of Moab resolves as follows:

1. The Council hereby authorizes and approves the Agreement in substantially the form
   presented to this meeting of the Moab City Council.

2. The appropriate officials are hereby authorized and directed to execute and deliver the
   Agreement in substantially the form presented to this meeting of the Council.

3. This resolution shall be effective immediately upon its passage.

PASSED AND APPROVED this 13th day of August, 2019.

By: ____________________________ 8/13/19
    Emily S. Niehaus, Mayor

Date

Attest:

By: ____________________________ 8.13.19
    Sommar Johnson, Recorder
INTERLOCAL COOPERATION AGREEMENT
BETWEEN
GRAND COUNTY
on behalf of the
GRAND COUNTY CLERK'S OFFICE, ELECTIONS DIVISION
-AND-
THE CITY OF MOAB

THIS AGREEMENT is made and entered into the 13 day of August 2019, by and between GRAND COUNTY, a political subdivision of the State of Utah ("County"), on behalf of its Clerk's Office, Elections Division, and the City of Moab ("City"). The County and the City are sometimes referred to collectively as the "Parties" and may be referred to individually as a "Party."

WITNESSETH:

WHEREAS, the County desires to provide the services of its Clerk's office, Elections Division, to the City for the purpose of assisting the City in conducting the City's 2019 primary and general municipal elections; and

WHEREAS, the City desires to engage the County for such services;

NOW, THEREFORE, in consideration of the promises and covenants hereinafter contained, the Parties agree as follows:

1. Term. County shall provide election services to the City commencing on the date this Agreement is executed, and terminating on January 1, 2020. The term of this Agreement may be extended by mutual agreement in writing signed by all Parties. Either Party may cancel this Agreement upon sixty (60) days written notice to the other party, unless cancellation would jeopardize the conduct of the next election. Upon such cancellation, each Party shall retain
invoice shall contain the number of active registered voters as of one week before Election Day, the rate used, and jurisdictions participating in the election(s). In the case of a vote recount, election system audit, election contest, or similar event arising out of the City's election, the City shall pay the County's actual cost of responding to such events, based on a written invoice provided by the County. In this Agreement the term actual cost shall be defined to mean the hourly wage cost of County election staff, excluding employee benefits, incurred in the performance of services under this Agreement, together with all copying or vendor costs incurred as part of that service. The invoice amount for these additional services may cause the total cost to the City to exceed the estimate given to the City by the County. For such consideration, the County shall furnish all materials, labor and equipment to complete the requirements and conditions of this Agreement.

5. **Governmental Immunity.** The City and the County are governmental entities and subject to the Governmental Immunity Act of Utah, Utah Code Ann. §§ 63G-7-101, et seq. ("Act"). Subject to the provisions of the Act, the City and County agree to indemnify and hold harmless the other Party, its agents, officers, and employees from and against any and all actions, claims, lawsuits, proceedings, liability damages, losses and expenses (including attorney's fees and costs) arising out of or resulting from the performance of this Agreement to the extent the same are caused by any negligent or wrongful act or omission of that Party, its officers, agents, or employees. Nothing in this Agreement shall be deemed a waiver of any rights, statutory limitations on liability, or defenses applicable to the City or the County under the Act.

6. **Election Records.** The County shall maintain and keep control over all records created pursuant to this Agreement and to the elections relevant to this Agreement. The County shall respond to all public record requests related to this Agreement and the underlying elections and shall retain all election records consistent with the Government Records Access and
(b) This Agreement shall be reviewed as to proper form and compliance with applicable law by a duly authorized attorney on behalf of each Party, pursuant to Section 11-13-202.5 of the Interlocal Act;

(c) A duly executed original counterpart of the Agreement shall be filed with the keeper of records of each Party, pursuant to § 11-13-209 of the Interlocal Act;

(d) Each Party shall be responsible for its own costs of any action done pursuant to this Agreement, and for any financing of such costs; and

(e) No separate legal entity is created by the terms of this Agreement.

11. Counterparts. This Agreement may be executed in counterparts by the City and the County.

12. Governing Law. This Agreement shall be governed by the laws of the State of Utah both as to interpretation and performance.

13. Integration. This Agreement, with attached exhibits, embodies the entire agreement between the Parties and shall not be altered except in writing signed by both Parties.

14. No Third Party Beneficiaries. The Parties to this Agreement are the City and County; no third party shall have rights or standing to seek the interpretation or enforcement of this Agreement.

IN WITNESS WHEREOF, the Parties have executed this Agreement on the day and year first above written.

Emily Niehaus, Moab Mayor

DATE: 8/13/19

Attest:

Sommar Johnson, Moab City Recorder
The County shall provide to the City an Official Register as required by Utah Code Ann. § 20A-5-401, (as amended).

The City shall perform all administrative functions related to candidate filing requirements and all other requirements of Utah Code Ann. § 20A-9-203 (as amended), including all administrative functions related to financial disclosure reporting.

The City shall be responsible for all Public Notice(s) required by law. The City may work with the County to publish notices jointly with other jurisdictions.

The City shall be responsible for collecting and delivering ballots that are placed in drop boxes within the City to the County in a timely manner and according to a schedule agreed upon by the City and the County up through and including the end of Election Night.

The City agrees to consolidate all elections administration functions in the County Clerk to ensure the successful conduct of multiple, simultaneous municipal elections. In a consolidated election, decisions made by the County regarding resources, procedures and policies are based upon providing the same scope and level of service to all the participating jurisdictions and the City recognizes that such decisions shall be made for the benefit of the whole. The County agrees to consult in advance with the City regarding resources, procedures, and policies to assure compliance with the remainder of this Agreement. Nothing in this Exhibit A shall be deemed to repeal or impair the allocation of responsibility otherwise provided in the Agreement. Services the County will perform for the City include, but are not limited to:

- Ballot Layout and Design
- Ballot Printing
- Ballot Mailings
- Printing Optical Scan Ballots
- Program and Test Voting Equipment
- Program Electronic Voter Register
- Poll Worker Recruitment and Training
- Delivery of Supplies and Equipment
- Tabulate and Report Election Results to the City (the City will publish on the City on City Website)
- Provisional Ballot Verification
- Update Voter History Database
- Conduct Audits (as required)
- Conduct Recounts (as needed)
- Election Day Administrative Support
- Operation of one (1) county wide vote center (Exhibit C)

The City will provide the County Clerk with information, decisions, and resolutions and will take appropriate actions required for the conduct of the election in a timely manner.
Exhibit B
2019 Municipal Elections
Cost Estimate for Election Services

Below is the good faith estimate for the upcoming 2019 Municipal Primary Election for Moab City. The City will be billed for actual costs for each election, according to the sum of ballots printed and mailed, transmitted or mailed overseas, or cast on a voting machine. The rate will not exceed the estimated rate of $2.81 plus a printing setup fee of $350 per election. The number of ballots printed and mailed, transmitted or mailed overseas, or cast on a voting machine will be determined by the actual number of ballots printed and/or transmitted, and official canvass results including votes cast provisionally (or otherwise) by voting machine.

Rate Breakdown:

Programming and Layout $0.63
Ballot Printing $1.50
Ballot Mailing: $0.68

Total Rate $2.81

Printing Setup Fee $350/election
Postage Actual USPS Automation rates

Vote recount, election system audit, election contest, or similar event: $16.54/hr/per employee

Below is the good faith estimate for the upcoming 2019 Municipal General Election for Moab City. The City will be billed for actual costs for each election, according to the sum of ballots printed and mailed, transmitted or mailed overseas, or cast on a voting machine. The number of ballots printed and mailed, transmitted or mailed overseas, or cast on a voting machine will be determined by the actual number of ballots printed and/or transmitted, and official canvass results including votes cast provisionally (or otherwise) by voting machine.

Description: Ballot Printing – 80#
  • 11-14” Ballot = $.23 per ballot card
  • Test Decks Pre-filled = $.40 per ballot card
  • Precinct Ballot (Poll Ballot) - Preparation to include shrink wrap and packaging = $.04 per ballot card
  • Database Set-up = $1,000

Description: Outgoing Process
  • Insertion (up to 3 pieces) = $.24 per packet
  • Insertion (beyond (3) pieces) = $.05 per additional piece
  • Election Set-up = $1,000
  • Mailing Services = Included
  • USPS Mailing Coordination & Statements = Included
Exhibit C
2019 Municipal Elections Vote Centers

Polling & Voter Registration Location:
Grand County Clerk's Office

Ballot Drop Box: Moab City Hall &
Grand County Clerk’s Office