



VICTOR IVERSON, COMMISSIONER | DEAN COX, COMMISSION CHAIR | GIL ALMQUIST, COMMISSIONER

May 22, 2019

Mayor,

In Commission Meeting on May 21, 2019 the Commissioners passed a Resolution approving the execution of interlocal agreements between Washington County and Towns, Cities and Special Service Districts regarding county assistance in 2019 elections. I have enclosed the documents and marked where your signature is requested. Could you please sign the document, keeping a copy for your records, and return to me at:

Washington County Commission
Attn: Rikki Almaraz
197 E Tabernacle St.
St. George, UT 84770

Please feel free to contact me if you have any questions at 435-634-5700 or rikki.almaraz@washco.utah.gov.

Sincerely,

Rikki Almaraz
Deputy Clerk

Enclosure

RESOLUTION NO. R-2019-2471

A RESOLUTION APPROVING THE EXECUTION OF INTERLOCAL AGREEMENTS BETWEEN WASHINGTON COUNTY AND TOWNS, CITIES AND SPECIAL SERVICE DISTRICTS REGARDING COUNTY ASSISTANCE IN 2019 ELECTIONS

WHEREAS, under the Utah Election Code (Utah Code Ann. § 20A-1-101 et seq.) the Washington County Clerk-Auditor is charged with many duties pertaining to conducting fair elections in Washington County;

WHEREAS, due to those duties, the County regularly conducts county-wide elections and has the equipment, experience and applicable contracts in place to efficiently conduct elections within the County;

WHEREAS, municipalities and special service districts within Washington County are responsible for conducting elections within their own jurisdictions;

WHEREAS, the County recently switched to vote by mail elections in 2018 and secured contracts for printing, mailing, distributing, and returning mail-in ballots;

WHEREAS, under the Utah Code, local political subdivisions may enter into interlocal agreements with the County for services that are more efficiently provided by the County;

WHEREAS, the following municipalities are holding municipal elections in November 2019 and have requested that the County assist in their elections: Apple Valley, Hildale, Hurricane, Ivins, La Verkin, Leeds, Santa Clara, St. George, and Washington;

WHEREAS, the following special service districts are holding elections in 2019 and have requested that the County assist in their elections: Dammeron Valley, Diamond Valley, Dixie Deer, and Northwestern;

WHEREAS, the County and the municipalities and special service districts have negotiated the attached Interlocal Cooperation Agreements, by which the County will administer the municipal elections and the municipalities and special service districts will compensate the County for its use of time and resources; and

WHEREAS, it is in the best interest of Washington County that the County execute the Agreements.

NOW, THEREFORE, BE IT RESOLVED BY THE COUNTY COMMISSION OF WASHINGTON COUNTY, UTAH, that the attached interlocal agreements are approved and shall be executed.

(Signature block on following page.)

VOTED UPON AND PASSED BY THE WASHINGTON COUNTY COMMISSION AT A REGULAR MEETING OF THE WASHINGTON COUNTY COMMISSION HELD ON THE 21st DAY OF MAY, 2019.

WASHINGTON COUNTY



DEAN COX, Chair
Washington County Commission

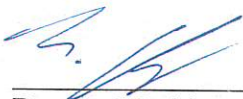
ATTEST:



Kim M. Hafen
Washington County Clerk-Auditor

Commissioner Cox voted Aye
Commissioner Iverson voted Aye
Commissioner Almquist voted Aye

Approved as to Form:



Deputy Washington County Attorney

INTERLOCAL COOPERATION AGREEMENT REGARDING
ELECTION SERVICES

This INTERLOCAL COOPERATION AGREEMENT (the "Agreement") is between Washington County, Utah ("the County") and the Town of Apple Valley ("the City", "the Town" or "Municipality") located within the geographic boundary of the County (collectively, "the Parties").

RECITALS

WHEREAS, under the Utah Election Code (Utah Code Ann. § 20A-1-101 et seq.) the Washington County Clerk-Auditor is charged with many duties pertaining to conducting fair elections in Washington County;

WHEREAS, due to those duties, the County regularly conducts county-wide elections and has the equipment, experience and applicable contracts in place to efficiently conduct elections within the County;

WHEREAS, municipalities within Washington County are responsible for conducting municipal elections within their own jurisdictions;

WHEREAS, the County recently switched to vote by mail elections in 2018 and secured contracts for printing, mailing, distributing, and returning mail-in ballots;

WHEREAS, under the Utah Code, local political subdivisions may enter into interlocal agreements with the County for services that are more efficiently provided by the County;

WHEREAS, the County and the Municipality acknowledge the mutual benefit and efficiency of having the County assist in the Municipality's elections;

WHEREAS, for the purpose of conducting more efficient and cost-effective municipal elections, the County is willing to assist municipalities located within the County in their responsibilities to conduct elections;

WHEREAS, it is in the best interest of the citizens of Washington County that the County assist in conducting municipal elections.

AGREEMENT

NOW, THEREFORE, in consideration of the mutual promises, the covenants contained herein, and pursuant to the Interlocal Cooperation Act, the Parties agree as follows.

A. SPECIFIC TERMS

Section 1. County.

(a) The County agrees to assist and support the Municipality in conducting municipal elections;

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(b) In accordance with the County's contract with a selected printer, the County will order ballots and envelopes for the municipality based on the number of registered voters within the municipality;

(c) The County will provide electronic marking devices, precinct level scanners, and on-demand printers in the County's usual voting precincts within the Municipality's boundaries, as shown on the precinct map attached as "Exhibit A". The County may provide equipment in additional locations within the Municipality based on the availability of equipment;

(d) The County will use its available counting machines to count ballots for the municipalities; however, the County will not hand count ballots without a separate written agreement;

(e) The County will continue to conduct all statutorily required obligations, including signature verification, in accordance with applicable state and local codes.

(f) The County will provide the Municipality with a cost estimate for upcoming election services by December 31 of the year preceding the election.

Section 2. Municipality.

(a) The Municipality agrees to reimburse the County for all costs and expenses related to the municipality's election, including all printing expenses incurred under the County's contract with the printer, within 30 days of receiving an invoice from the County;

(b) The Municipality agrees to collect its election items from the County Clerk-Auditor's Office within a week after the canvas date.

(c) The Municipality agrees to notify the County in writing by January 31 of the election year if the Municipality does not accept the county-provided cost estimate and therefore does not desire to receive the County's election services as outlined in this Agreement.

Section 3. Term. This Agreement shall become effective on the date it is duly executed and shall expire December 31, 2020. This Agreement shall automatically renew for a period of one (1) year, unless thirty (30) days prior written notice of intent to not renew is given by either Party. There is no limitation on the number of times this Agreement may automatically renew.

B. GENERAL TERMS

Section 1. Purpose. The purpose of this Agreement is to allow the Parties to comply with State law to accomplish the intentions and purposes referred to in the recitals above.

Section 2. Termination. Either party may, at its sole discretion, terminate this Agreement at any time and for any reason by notifying the other Party in writing of its intent to terminate the Agreement. Any costs incurred by County must be reimbursed by the municipality upon termination.

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Section 3. No Waiver of Governmental Immunities. The Parties are governmental entities under the Governmental Immunity Act of Utah, Title 63, Chapter 30d of the Utah Code. None of the Parties waive any defenses otherwise available under the Governmental Immunity Act.

Section 4. Indemnity. Each party agrees to indemnify, save harmless, and release the other party and all its officers, agents, volunteers, and employees from and against any and all loss, damages, injury liability, suits, and proceedings arising out of the performance of this Agreement which are caused in whole or in part by the negligence of that party's officers, agents, volunteers, or employees, but not for claims arising from the other party's negligence.

Section 5. Interlocal Cooperation Act Requirements. In satisfaction of the requirements of the Interlocal Cooperation Act in connection with this Agreement, the Parties agree as follows.

(a) This Agreement shall be authorized and adopted by resolution of the legislative body of each Party pursuant to and in accordance with the provisions of Utah Code Section 11-13-202.5.

(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 and in accordance with the Utah Code Section 11-13-202.5(3).

(c) A duly executed original counterpart of this Agreement shall be filed immediately with the keeper of records of each Party pursuant to Utah Code Section 11-13-209.

(d) No separate legal entity is created by the terms of this Agreement. The Parties designate the Chairman of the County Commission as the Administrator responsible to administer this Agreement and the accomplishment of the purposes of the cooperative action contemplated hereby and specified herein pursuant to Utah Code Section 11-13-207.

(e) The term of this Agreement shall commence on the date of full execution of this Agreement by all Parties.

(f) No real or personal property shall be acquired jointly by the Parties as a result of this Agreement.

(g) Following the execution of this Agreement by the Parties, either Party may cause a notice regarding this Agreement to be published on behalf of the Parties in accordance with Utah Code Section 11-13-219.

Section 6. Notices. All notices, requests, demands and other communications under this Agreement shall be in writing and shall either be delivered personally or sent by first-class mail, postage prepaid, and properly addressed to the Parties at the following addresses:

Town of Apple Valley
Attn: Clerk
1777 North Meadowlark Dr.
Apple Valley, UT 84737

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Washington County
Attn: Commission Chair
197 East Tabernacle
St. George, UT 84770.

Section 7. Entire Agreement; Modification; Waiver. This Agreement constitutes the entire agreement between the Parties pertaining to the subject matter and supersedes all prior and contemporaneous agreements, representations and understandings of the Parties. No supplement, modification, amendment, or waiver of any obligation of this Agreement shall be binding unless executed in writing by all the Parties. No waiver of any of the provisions of this Agreement shall be deemed or shall constitute a waiver of any other provision, whether or not similar, nor shall any waiver constitute a continuing waiver.

Section 8. No Third-Party Beneficiaries. This Agreement is not intended to confer upon any person other than the Parties any rights or remedies.

Section 9. Governing Law. This Agreement shall be governed by the laws of the State of Utah.

Section 10. Counterparts; Filing. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

(Signature block on following pages.)

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DATED this 21st day of May, 2019.

WASHINGTON COUNTY



Dean Cox
Washington County Commission Chair

Attest:



Kim M. Hafen
Washington County Clerk-Auditor

Date: 5-21-19

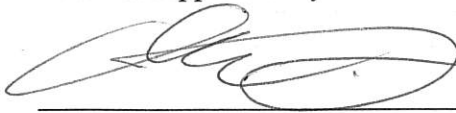
Approved as to Form:



Deputy Washington County Attorney


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Town of Apple Valley



Mayor

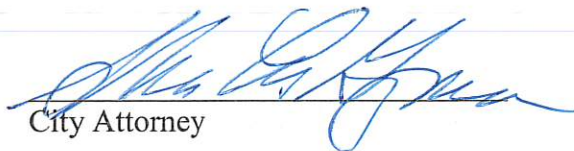
Attest:



City Recorder

Date: 6/5/2019

Approved as to Form:



City Attorney