

**INTERLOCAL COOPERATION AGREEMENT**  
**BETWEEN**  
**SAN JUAN COUNTY**  
on behalf of the  
**SAN JUAN COUNTY CLERK'S OFFICE, ELECTION DIVISION**  
**-AND-**  
**BLANDING CITY**

THIS AGREEMENT is made and entered into the 25<sup>th</sup> day of June, 2019, by and between SAN JUAN COUNTY, political subdivision of the State of Utah ("County"), on behalf of its Clerk's Office, Election Division, and Blanding City ("City"). The County and the City may be referred to individually as a "Party."

**IT IS WITNESSED:**

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 and 2021 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, 2022. The term of this Agreement may be extended by mutual agreement in writing signed by all Parties. Either Party may cancel this Agreement upon ninety (90) days written notice to the other party. Upon

such cancellation, each Party shall retain ownership of any property it owned prior to the date of this Agreement, and the City shall own any property it created or acquired pursuant to this Agreement.

2. **Scope of Work.** The services to be provided by the San Juan County Clerk's Office, Election Division, shall be set forth in the Scope of Work, attached hereto and incorporated by reference as Exhibit A. Generally, the County Clerk shall perform all elections administration functions as set forth in Exhibit A and as needed to ensure implementation of the City's 2019 and 2021 primary and general municipal elections.
3. **Legal Requirements.** The County and the City understand and agree that the 2019 and 2021 primary and general municipal elections are the City's elections. The City shall be responsible for compliance with all legal requirements for these elections and shall direct the manner in which the elections are conducted. County agrees to work with the City in complying with all legal requirements for the conduct of these elections and conduct these elections pursuant to the direction of the City. The City, not the County, is responsible to resolve any and all election questions, problems, and legal issues that are within the City's statutory authority.
4. **Cost.** In consideration of the services performed under this Agreement, the City shall pay the County an amount not to exceed the rate estimate given to the City by the County in Exhibit B. The County shall provide a written invoice to the City at the conclusion of the elections, and the City shall pay the County from the invoice within thirty (30) days of receiving it. The invoice shall contain the number of active registered voters as of one week before Election Day, the rate used, and jurisdictions participating

in the elections(s). In the case of a vote recount, election system audit, election contest, or similar even arising out of the City's election, the City, shall pay the County's cost of responding to such events, based on a written invoice provided by the County. 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, loss and expenses (including attorney's fees and costs) arising out of a or resulting from the performance of this Agreement to the extent the same are caused by any negligent or wrongful act of omission of that Party, its officers, agents and employees. Nothing in the 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 Management Act, Utah Code Ann. §§ 63G-2-101 et seq. and all other relevant local, state and federal laws.

7. **Service Cancellation.** If the Agreement is canceled by the City as provided herein, the City shall pay the County on the basis of the actual services performed according to the terms of this Agreement. Upon cancellation of this Agreement, the County shall submit to the City an itemized statement for services rendered under this Agreement up to the time of cancellation and based upon the dollar amounts for materials, equipment and services set forth herein.
8. **Legal Compliance.** The Parties, as part of the consideration herein, shall comply with all applicable federal, state and county laws governing elections.
9. **Interlocal Agreement.** In satisfaction of the requirements of the Interlocal Cooperation act, Title 11, Chapter 13, Utah Code Annotated 1953, as amended (“Interlocal Act”), in connection with this Agreement, the Parties agree as follows:
  - a. This Agreement shall be approved by each Party, pursuant to the § 11-13-202.5 of the Interlocal Act;
  - 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. To the extent that this Agreement requires administration other than as set forth herein, it shall be administered by the City Recorder of the City and the County Clerk of the County, acting as joint board. No real or personal property shall be acquired jointly by the Parties as a result of this Agreement. To the extent that a Party acquires, holds, and disposes of any real or personal property for use in the joint or cooperative undertaking contemplated by this Agreement, such Party shall do so in the same manner that it deals with other property of such Party.

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

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

12. **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.


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

By:   
MAYOR

ATTEST:

  
City Recorder

Approved as to form and compliance  
With applicable law:

  
City Attorney

Date: 8-7-19

BOARD OF COUNTY COMMISSIONERS  
OF SAN JUAN COUNTY

By: \_\_\_\_\_  
Kenneth Maryboy, Chair  
Commissioner Maryboy voted \_\_\_\_\_  
Commissioner Grayeyes voted \_\_\_\_\_  
Commissioner Adams voted \_\_\_\_\_

ATTEST:

\_\_\_\_\_  
John David Nielson  
San Juan County Clerk/Auditor

Approved as to form and compliance  
With applicable law:

\_\_\_\_\_  
County Attorney

Date: \_\_\_\_\_

**Exhibit A**  
**2019 and 2021 Municipal Elections**  
**Scope of Work for Election Services**

The County shall provide 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 the 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 their 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 the Election Night.

The City agrees to consolidate all elections administration functions and decisions 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 recognized that such decisions, made for the benefit of the whole, may not be subject to review by the City.

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
- Tabulate and Report Election Results on the County Website
- Provisional Ballot Verification
- Update Voter History Database
- Conduct Audits (as required)
- Conduct Recounts (as needed)
- Election Day Administrative Support

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.

The County will provide a good faith estimate for budgeting purposes (Exhibit B). Elections costs are based upon the offices scheduled for election, the number of voters, and the number of jurisdictions participating. The City will be invoiced for its share of the actual costs of the elections which will not exceed the estimated rate in Exhibit B.

In the event of a state or county special election being held in conjunction with a municipal election, the scope of services and associated costs, and the method of calculating those costs, will remain unchanged. The costs will be divided between participating jurisdictions in a manner that is agreed upon by the jurisdictions involved.