

## **INTERLOCAL COOPERATION AGREEMENT FOR MUNICIPAL ELECTION SERVICES**

This agreement for Municipal Election Services is between San Juan County, a political subdivision of the state of Utah (the "County"), and the City of Monticello, a municipal corporation of the state of Utah (the "City"). County and City may be referred to collectively as the "parties" herein or individually as a "party" herein.

WITNESSETH:

WHEREAS, pursuant to Sections 20A-1-201.5 and 20A-1-202, Utah Code Ann. (1953) as amended, City is authorized and required to hold municipal elections in each odd-numbered year; and

WHEREAS, County has equipment and resources needed to carry out an election and is willing to make available the resources and equipment to assist the City of Monticello in holding its municipal primary in August and general elections in November of 2023 upon the following terms and conditions; and

WHEREAS, the Parties pursuant to the Utah Interlocal Cooperation Act as set forth in Title 11, Chapter 13 (the "Act"), and Section 20A-5-400.1 of the Utah Code Ann. (1953) as amended, are authorized to enter into this agreement.

The parties therefore agree as follows:

1. The County's Obligations. If a municipal primary election and a municipal general election is needed in November 2023, respectively, the County shall provide the following:
  - 1.1. Test, program, and assemble the voting machines and poll supplies;
  - 1.2. Provide for delivery and retrieval of voting equipment;
  - 1.3. Navajo Language Interpretation and Messaging including Radio, Media and Marketing
  - 1.4. Polling location management, which includes, but is not necessarily limited to making arrangements for use, ADA compliance survey and contact information;
  - 1.5. Absentee and By-Mail ballot processing, which includes mailing, receiving, signature verification and tabulation;
  - 1.6. Provide electronic ballot files for Optical Scan Ballots printing;
  - 1.7. Canvass reports;
  - 1.8. Electronic tabulation results transmitted to the Office of the Lieutenant Governor;
  - 1.9. Provide personnel and technical assistance throughout the election process and equipment and/or supplies required specifically for voting;
  - 1.10. Recruit poll workers; provide training, scheduling, supplies and compensation;
  - 1.11. Provide preparation and personnel for the public demonstration of the tabulation equipment;
  - 1.12. If required, in cooperation with the City, conduct an election audit; and
  - 1.13. Store all election returns for the required twenty-two (22) months.
  - 1.14. Publish legal notices, which include, polling locations, sample ballots public demonstration and election results.

2. The City's Obligations. The City shall:
  - 2.1 Provide the County Clerk/Auditor's Office with a designated officer to act as the City election officer and assume all duties and responsibilities as outlined by law;
  - 2.2 Perform Noticing of Election on website and posting of Election Notice on flyer of City office doors. Notices shall also be provided in the Navajo Language. Perform Candidate Filing procedures and request Financial Disclosure reports.
  - 2.3 Enter into a polling location Indemnification Agreement, if needed;
  - 2.4 Notify County of the Declaration of Candidacy filing;
  - 2.5 Provide County with ballot information, which includes, but is not necessarily limited to races, candidates and ballot issues;
  - 2.6 Approve the election plan, which includes, but is not necessarily limited to, location of polling location, paper ballot quantities, voting machine and poll worker assignments, voter reports.
  - 2.7 Proof and approve the accuracy of the ballot formats;
  - 2.8 Arrange and conduct election canvass;
  - 2.9 Prepare candidate certificates;
  - 2.10 Perform all other election related duties and responsibilities not outlined in this Agreement but required by law; and
- 3 Compliance with Applicable Laws. Each party agrees to conduct the election according to the statutes, rules, Executive Orders, and Policies of the Lieutenant Governor as the Chief Elections Officer of the State.
- 4 Costs. City agrees to pay County the costs for providing the election equipment, services and supplies in accordance with the election costs schedule, attached hereto, incorporated herein, and made a part hereof as Exhibit "A". Costs on Exhibit "A" are estimates only. City will submit payment to County within thirty (30) days of City receiving an invoice prepared by County relating to this agreement. If this agreement is terminated early by either party, pursuant to the provisions of Section 7 below, City shall pay County for all services rendered by County under this agreement prior to the date that this agreement is terminated.
- 5 Effective Date. The Effective Date of this agreement shall be on the earliest date after this agreement satisfies the requirements of the Act (the "Effective Date").
- 6 Term of Agreement. The term of this agreement shall begin upon the Effective Date of this agreement and shall, subject to the termination and other provisions set forth herein, terminate on the date that the parties have satisfied each of their respective duties under this agreement.
- 7 Termination of Agreement. This agreement may be terminated prior to the completion of the Term by any of the following actions:
  - 7.1 The mutual written agreement of the parties;
  - 7.2 By either party after any material breach of this agreement;
  - 7.3 By either party, with or without cause, 30 days after the terminating party mails a written notice to terminate this agreement to the other party; or
  - 7.4 As otherwise set forth in this agreement or as permitted by law, ordinance, rule, regulation, or otherwise.
- 8 Damages. The parties acknowledge, understand, and agree that, for the duration of this agreement and unless otherwise agreed to in a separate and legally binding agreement between the parties, the parties are fully and solely responsible for their own actions, activities, and/or business sponsored or conducted.
- 9 Governmental Immunity. The parties recognize and acknowledge that each party is covered by the

*Governmental Immunity Act of Utah*, codified at Section 63G-7-101, et seq., Utah Code Annotated as amended, and nothing herein is intended to waive or modify any and all rights, defenses or provisions provided therein. Officers and employees performing services pursuant to this agreement shall be deemed officers and employees of the party employing their services, even if performing functions outside of the territorial limits of such party and shall be deemed officers and employees of such party under the provisions of the *Utah Governmental Immunity Act*.

- 10 No Separate Legal Entity. No separate legal entity is created by this agreement.
- 11 Approval. This agreement shall be submitted to the authorized attorney for each party for review and approval as to form in accordance with applicable provisions of Section 11-13-202.5, *Utah Code Ann.* (1953) as amended. A duly executed original and/or counterpart of this agreement shall be filed with the keeper of records of each party in accordance with Section 11-13-209, *Utah Code Ann.* (1953) as amended.
- 12 Benefits. The parties acknowledge, understand, and agree that the respective representatives, agents, contractors, officers, officials, members, employees, volunteers, and/or any person or persons under the supervision, direction, or control of a party are not in any manner or degree employees of the other party and shall have no right to and shall not be provided with any benefits from the other party. County employees, while providing or performing services under or in connection with this agreement, shall be deemed employees of County for all purposes, including, but not limited to, workers compensation, withholding, salary, insurance, and benefits. City employees, while providing or performing services under or in connection with this agreement, shall be deemed employees of City for all purposes, including, but not limited to, workers compensation, withholding, salary, insurance, and benefits.
- 13 Waivers or Modification. No waiver or failure to enforce one or more parts or provisions of this agreement shall be construed as a continuing waiver of any part or provision of this agreement, which shall preclude the parties from receiving the full, bargained for benefit under the terms and provisions of this agreement. A waiver or modification of any of the provisions of this agreement or of any breach thereof shall not constitute a waiver or modification of any other provision or breach, whether or not similar, and any such waiver or modification shall not constitute a continuing waiver. The rights of and available to each of the parties under this agreement cannot be waived or released verbally and may be waived or released only by an instrument in writing, signed by the party whose rights will be diminished or adversely affected by the waiver.
- 14 Assignment Restricted. The parties agree that neither this agreement nor the duties, obligations, responsibilities, or privileges herein may be assigned, transferred, or delegated, in whole or in part, without the prior written consent of both of the parties.
- 15 Entire Agreement: Amendment. This agreement, including all attachments, if any, constitutes the entire understanding between the parties with respect to the subject matter in this agreement. Unless otherwise set forth in this agreement, this agreement supersedes all other agreements, whether written or oral, between the parties with respect to the subject matter in this agreement. No amendment to this agreement will be effective unless it is in writing and signed by both parties.
- 16 Governing Law: Exclusive Jurisdiction. Utah law governs any judicial, administrative, or arbitration action, suit, claim, investigation, or proceeding ("Proceeding") brought by one party against the other party arising out of this agreement. If either party brings a Proceeding against the other party arising out of this agreement, that party may bring that Proceeding only in a state court located in San Juan County, Utah (for claims that may only be resolved through the federal courts, only in a federal court located in Salt Lake City, Utah), and each party hereby submits to the exclusive jurisdiction of such courts for purposes of any such Proceeding.

17 Severability. The parties acknowledge that if a dispute arises out of this agreement or the subject matter of this agreement, the parties desire the arbiter to interpret this agreement as follows:

17.1 With respect to any provision that the arbiter holds to be unenforceable, by modifying that provision to the minimum extent necessary to make it enforceable or, if that modification is not permitted by law, by disregarding that provision; and

17.2 If an unenforceable provision is modified or disregarded in accordance with this section, by holding that the rest of the agreement will remain in effect as written.

18 This agreement may be executed in any number of counterparts, each of which when so executed and delivered, shall be deemed an original, and all such counterparts taken together shall constitute one and the same agreement.

WHEREFORE, the parties have signed this agreement on the dates set forth below.

CITY OF MONTICELLO	REVIEWED AND APPROVED AS TO PROPER FORM AND COMPLIANCE WITH APPLICABLE LAW:
_____ Printed: Name	_____ City Attorney
_____ Signature	
Dated:	Dated:

<p>ATTEST:</p> <hr/> <p>Printed Name</p> <hr/> <p>Date:</p> <hr/>	
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<p>SAN JUAN COUNTY</p> <hr/> <p>Bruce Adams, Chairman Board of San Juan County Commissioners</p> <hr/> <p>Dated:</p> <hr/> <p>ATTEST:</p> <hr/> <p>Lyman W. Duncan San Juan County Clerk/Auditor</p> <p>Date: _____</p>	<p>REVIEWED AND APPROVED AS TO PROPER FORM AND COMPLIANCE WITH APPLICABLE LAW:</p> <hr/> <p>San Juan County Attorney's Office</p> <hr/> <p>Dated</p> <hr/>
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## **EXHIBIT A – SJC ELECTION EXPENSES**

### **2023 City of Monticello General Election**

#### **COST ESTIMATE – \$10,500**

The cost estimate is based on the estimated expenses for the:

- White Outer Envelope
- Blue Return Envelope
- Ballot Assembly
- Mailed Ballots
- Provisional Ballots
- Test Ballots
- Freight
- Postage
- Staffing
- Language Services
- Radio ads
- Newspaper ads