



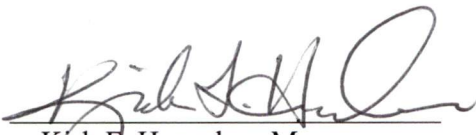
RESOLUTION 05-02-2017
A RESOLUTION APPROVING AN INTELLOCAL
COOPERATION AGREEMENT BETWEEN UTAH COUNTY
AND SANTAQUIN CITY FOR THE ADMINISTRATION OF
THE 2017 MUNICIPAL ELECTIONS

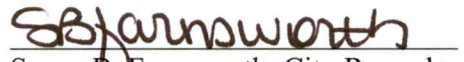
BE IT HEREBY RESOLVED:

SECTION 1: The attached document represents the Interlocal Cooperation Agreement between Utah County and Santaquin City for the Administration of the 2017 Municipal Elections.

SECTION 2: This Resolution shall become effective upon passage.

Approved on this 3rd day of May, 2017.


Kirk F. Hunsaker, Mayor


Susan B. Farnsworth, City Recorder



**INTERLOCAL COOPERATION AGREEMENT
BETWEEN UTAH COUNTY AND SANTAQUIN
FOR THE ADMINISTRATION OF THE 2017 MUNICIPAL ELECTIONS**

THIS IS AN INTERLOCAL COOPERATION AGREEMENT (Agreement), made and entered into by and between Utah County, a political subdivision of the State of Utah, and SANTAQUIN City, a Utah municipality and political subdivision of the State of Utah, hereinafter referred to as CITY.

WITNESSETH:

WHEREAS, pursuant to the provisions of the Interlocal Cooperation Act (Act) , Title 11, Chapter 13, Utah Code Annotated, 1953 as amended, public agencies, including political subdivisions of the State of Utah as therein defined, are authorized to enter into written agreements with one another for joint or cooperative action; and

WHEREAS, pursuant to the Act, the parties desire to work together through joint and cooperative action that will benefit the residents of both Utah County and CITY.

WHEREAS, all of the parties to this Agreement are public agencies as defined in the Act.

WHEREAS, Utah County and CITY desire to successfully conduct the 2017 CITY Municipal Primary (August 15, 2017) and General (November 7, 2017) Elections; and

WHEREAS, it is to the mutual benefit of both Utah County and CITY to enter into an agreement providing for the parties' joint efforts to administer the 2017 CITY Municipal Elections.

NOW, THEREFORE, the parties do mutually agree, pursuant to the terms and provisions of the Act, as follows:

Section 1. EFFECTIVE DATE; DURATION

This Agreement shall become effective and shall enter into force, within the meaning of the Act, upon the submission of this Agreement to, and the approval and execution thereof by Resolution of the governing bodies of each of the parties to this Agreement. The term of this Agreement shall be from the effective date hereof until the completion of the parties' responsibilities associated with the 2017 municipal elections or until terminated, but is no longer than 3 years from the date of this Agreement. This Agreement shall not become effective until it has been reviewed and approved as to form and compatibility with the laws of the State of Utah by the Utah County Attorney's Office and the attorney for CITY. Prior to becoming effective, this Agreement shall be filed with the person who keeps the records of each of the parties hereto.

Section 2. ADMINISTRATION OF AGREEMENT

The parties to this Agreement do not contemplate nor intend to establish a separate legal entity under the terms of this Agreement. The parties hereto agree that, pursuant to Section 11-13-207, Utah Code Annotated, 1953 as amended, Utah County, by and through the Utah County Clerk/Auditor Elections Office, shall act as the administrator responsible for the administration of this Agreement. The parties further agree that this Agreement does not anticipate nor provide for any organizational changes in the parties. The administrator agrees to keep all books and records in such form and manner as Utah County shall specify and further agrees that said books shall be open for examination by the parties hereto at all reasonable times. The parties agree that they will not acquire, hold nor dispose of real or personal property pursuant to this Agreement during this joint undertaking.

Section 3. PURPOSES

This Agreement has been established and entered into between the parties for the purpose of administering the 2017 CITY Municipal Elections. This Agreement contemplates only a basic, traditional election for the 2017 CITY Municipal Elections; any and all other election-related services, including but not limited to services for special elections or elections for subsequent years, will need to be agreed to in a separate writing signed by both parties.

Section 4. PARTIES RESPONSIBILITIES

Utah County agrees to:

1. Provide manpower and equipment to count all ballots for the 2017 CITY Municipal Election. Equipment in this case means mail processing and optical scan ballot equipment.
2. Provide manpower and equipment to process all voter registration applications, prepare and mail all official ballots, and process/count them upon return and include these ballots in the official election return.
3. Provide manpower and equipment to program and test the tabulation programming for said elections.
4. Provide manpower and equipment to program, prepare and mail official ballots.
5. Provide the needed postal permits for both outbound and return mail.
6. Provide manpower and equipment to canvass all election returns. This includes only one count and one canvass. As it is not possible to predict the scale and scope of a recount, reasonable costs will be billed for recounts and re-canvassing.
7. On Election Night, provide the official Election results through the standardized reports and/or data feeds as generated by the Election programming and management program

and system used by the County.

8. Provide final, canvassed report of Official Election Results. Such results will constitute the final Official Results of the Election.
9. Acknowledge that this Interlocal Agreement relates to a municipal ballot and election and as required by state statute, the municipal clerk is the election officer.

CITY agrees to:

1. Provide manpower, facilities and equipment for Candidate Filings.
2. Provide manpower, facilities and equipment for receiving and processing of all financial disclosures required by state code and/or city code.
3. Accept responsibility to keep candidates and the public up to date and current on all legal requirements governing candidates and campaigns, including candidate filing, campaign finance disclosures and all local ordinances governing campaigns
4. Provide a single voter service center within the City. Such a center is not intended to be a polling place, rather it is a place for voters with issues to go and receive help. Said service center will operate during traditional voting hours (7 am to 8 pm) on Election Day only.
5. Recruit, train and staff the required voter service center with an adequate number of poll workers.
6. Order and provide all materials needed to run the service center mentioned above. Any and all ballots used will be ordered from K&H, the printing and mailing contractor for the 2017 Election.
7. When needed use Utah County's poll worker training contractor and pay any and all expenses for vote center worker training should it be needed.

8. Pay Utah County up to \$812.10 for ballot programming, voting system support and operation.
9. Pay Utah County up to \$8465.67 for ballot printing and mailing. This includes both Primary and General Elections.
10. Pay Utah County for all return ballot postage. The estimated cost is 46.9 cents per piece. Return ballot postage cost for 15% turnout in the Primary and 30% in the General election would be \$890.55.
11. Thoroughly examine and proof all election programming done for the 2017 CITY Municipal Election. The City will examine and complete all proofs to ensure programming is complete and correct for all of their own ballot styles. Final approval of ballots and programming will rest with the City.
12. Pay all reasonable costs associated with recounts, re-canvassing, election contests and any other extraordinary expenses that may arise in connection with this Agreement.
13. Host on the official CITY web site a link to or copy of the official reported results as hosted on the County Elections web page.
14. CITY will not change the format or otherwise alter the official reported results, only displaying them in the form and format as provided by the County.

Section 5. METHOD OF TERMINATION

This Agreement will automatically terminate at the end of its term herein, pursuant to the provisions of paragraph one (1) of this Agreement. Prior to the automatic termination at the end of the term of this Agreement, any party to this Agreement may terminate the Agreement sixty (60) days after providing written notice of termination to the other parties. Should the Agreement be terminated prior to the end of the stated term, CITY will be responsible for any

costs incurred through the time of termination. The Parties of this Agreement agree to bring current, prior to termination, any financial obligation contained herein.

Section 6. INDEMNIFICATION

The parties to this Agreement are political subdivisions of the State of Utah. The parties agree to indemnify and hold harmless the other for damages, claims, suits, and actions arising out of a negligent error or omission of its own officials or employees in connection with this Agreement. It is expressly agreed between the parties that the obligation to indemnify is limited to the dollar amounts set forth in the Governmental Immunity Act, Section 63G-7-604.

Section 7. FILING OF INTERLOCAL COOPERATION AGREEMENT

Executed copies of this Agreement shall be placed on file in the office of the County Clerk/Auditor of Utah County and with the official keeper of records of CITY, and shall remain on file for public inspection during the term of this Agreement.

Section 8. ADOPTION REQUIREMENTS

This Agreement shall be (a) approved by Resolution of the governing body of each of the parties, (b) executed by a duly authorized official of each of the parties (c) submitted to and approved by an Authorized Attorney of each of the parties, as required by Section 11-13-202.5, Utah Code Annotated, 1953 as amended, and (d) filed in the official records of each party.

Section 9. AMENDMENTS

This Agreement may not be amended, changed, modified or altered except by an instrument in writing which shall be (a) approved by Resolution of the governing body of each of the parties, (b) executed by a duly authorized official of each of the parties, (c) submitted to and approved by an Authorized Attorney of each of the parties, as required by Section 11-13-205.5, Utah Code Annotated, 1953 as amended, and (d) filed in the official records of each party.

Section 10. SEVERABILITY

If any term or provision of the Agreement or the application thereof shall to any extent be invalid or unenforceable, the remainder of this Agreement, or the application of such term or provision to circumstances other than those with respect to which it is invalid or unenforceable, shall not be affected thereby, and shall be enforced to the extent permitted by law. To the extent permitted by applicable law, the parties hereby waive any provision of law which would render any of the terms of this Agreement unenforceable.

Section 11. NO PRESUMPTION

Should any provision of this Agreement require judicial interpretation, the Court interpreting or construing the same shall not apply a presumption that the terms hereof shall be more strictly construed against the party, by reason of the rule of construction that a document is to be construed more strictly against the person who himself or through his agents prepared the same, it being acknowledged that each of the parties have participated in the preparation hereof.

Section 12. HEADINGS

Headings herein are for convenience of reference only and shall not be considered any interpretation of the Agreement.

Section 13. BINDING AGREEMENT

This Agreement shall be binding upon the heirs, successors, administrators, and assigns of each of the parties hereto.

Section 14. NOTICES

All notices, demands and other communications required or permitted to be given hereunder shall be in writing and shall be deemed to have been properly given if delivered by hand or by certified mail, return receipt requested, postage paid, to the parties at the addresses of

the City Mayor or County Commission, or at such other addresses as may be designated by notice given hereunder.

Section 15. ASSIGNMENT

The parties to this Agreement shall not assign this Agreement, or any part hereof, without the prior written consent of all other parties to this Agreement. No assignment shall relieve the original parties from any liability hereunder.

Section 16. GOVERNING LAW

All questions with respect to the construction of this Agreement, and the rights and liability of the parties hereto, shall be governed by the laws of the State of Utah.

IN WITNESS WHEREOF, the parties have signed and executed this Agreement, after resolutions duly and lawfully passed, on the dates listed below:

UTAH COUNTY

Authorized by Resolution No. 2017-____, authorized and passed on the ____ day of _____, 2017.

BOARD OF COUNTY COMMISSIONERS
UTAH COUNTY, UTAH

By: _____
WILLIAM C. LEE, Chairman

ATTEST: BRYAN E. THOMPSON
Utah County Clerk/Auditor

By: _____
Deputy

APPROVED AS TO FORM AND COMPATIBILITY
WITH THE LAWS OF THE STATE OF UTAH:
JEFFREY R. BUHMAN, Utah County Attorney

By: _____
Deputy County Attorney

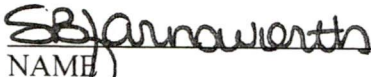
SANTAQUIN CITY

Authorized by Resolution No. 05-02-2017, authorized and passed on the 3rd day of
~~August, 2017.~~
May, 2017



Mayor, SANTAQUIN CITY

ATTEST:



NAME
SANTAQUIN CITY Recorder

APPROVED AS TO FORM AND COMPATIBILITY
WITH THE LAWS OF THE STATE OF UTAH
City Attorney

By: 
