

RESOLUTION 23-08

**A RESOLUTION OF THE SOUTH WEBER CITY COUNCIL
APPROVING A MUNICIPAL ELECTION SERVICES AGREEMENT
WITH DAVIS COUNTY**

WHEREAS, three Council positions will need to be filled this year; and

WHEREAS, South Weber City will hold primary and general elections as required based on the number of candidates who file; and

WHEREAS, Davis County has the means and knowledge to assist in holding both a general, and if necessary, primary election; and

WHEREAS, City Council finds it in the best interest of the city to contract for these services;


NOW THEREFORE BE IT RESOLVED by the Council of South Weber City, Davis County, State of Utah, as follows:

Section 1. Approval: The interlocal cooperation agreement for municipal election services with Davis County as attached in Exhibit 1 is hereby approved.

Section 2: Repealer Clause: All ordinances or resolutions or parts thereof, which are in conflict herewith, are hereby repealed.

PASSED AND ADOPTED by the City Council of South Weber, Davis County, on the 11th day of April, 2023.

Roll call vote is as follows:		
Council Member Halverson	FOR	AGAINST
Council Member Petty	FOR	AGAINST
Council Member Soderquist	FOR	AGAINST
Council Member Alberts	FOR	AGAINST
Council Member Dills	FOR	AGAINST


Rod Westbroek, Mayor




Attest: Lisa Smith, Recorder

EXHIBIT 1

**INTERLOCAL COOPERATION
AGREEMENT FOR MUNICIPAL
ELECTION SERVICES**

INTERLOCAL COOPERATION AGREEMENT FOR MUNICIPAL ELECTION SERVICES

This Interlocal Cooperation Agreement for Municipal Election Services is made and entered into by and between DAVIS COUNTY, a body corporate and politic of the state of Utah, hereinafter referred to as “County,” and South Weber City, a municipal corporation of the state of Utah, hereinafter referred to as “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;

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

WHEREAS, the Parties are authorized by 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, to enter into this Agreement.

NOW, based upon the foregoing and in consideration of the mutual terms and conditions set forth hereafter, the Parties hereto agree as follows:

1. County’s Obligations. County agrees to provide to City, if needed for the primary election in August 2023, and if needed for the general election in November 2023, the following:
 - 1.1. Test, program, assemble and make available to City voting machines and poll supplies;
 - 1.2. Provide for delivery and retrieval of voting equipment;
 - 1.3. Polling location management, which includes, but is not necessarily limited to making arrangements for use, ADA compliance survey and contact information;
 - 1.4. Absentee and By-Mail ballot processing, which includes mailing, receiving, signature verification and tabulation;
 - 1.5. Provide electronic ballot files for Optical Scan Ballots printing;
 - 1.6. Provide Information System assistance, which includes, but is not necessarily limited to, election programming, tabulation, programmers and technicians;
 - 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. Publish legal notices, which include, polling locations, sample ballots public demonstration and election results;
 - 1.12. Provide preparation and personnel for the public demonstration of the tabulation equipment;
 - 1.13. If required, in cooperation with the City, conduct an election audit; and
 - 1.14. Store all election returns for the required twenty-two (22) months.

2. City's Obligations. City agrees to do the following:
 - 2.1. Provide the Recorder or other designated officer to act as the election officer and assume all duties and responsibilities outlined by applicable law;
 - 2.2. Enter into a polling location Hold Harmless Agreement, if needed;
 - 2.3. Perform Declaration of Candidacy filing;
 - 2.4. Provide County with ballot information, which includes, but is not necessarily limited to, races, candidates and ballot issues;
 - 2.5. Approve the election plan, which includes, but is not necessarily limited to, accuracy of polling location and precinct assignments, voter turnout percentages, paper ballot quantities, voting machine quantities and poll worker assignments;
 - 2.6. Review and approve the accuracy of the printed and audio of ballot formats;
 - 2.7. Arrange and conduct election canvass;
 - 2.8. Prepare candidate certificates;
 - 2.9. Perform all other election related duties and responsibilities not outlined in this Agreement but required by applicable law; and
 - 2.10. Pay County repair or replacement costs for damaged voting equipment, which occurs at the polling locations, beyond the normal wear and tear.
3. Compliance with Utah Law. The Parties each agree 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 of Utah.
4. Compensation. 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." The payment by City to County under this Agreement shall be made 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. This Agreement shall continue in effect until 30 days after the 2023 elections or upon invoicing, whichever occurs later, unless extended or terminated earlier by the Parties.
7. Termination. This Agreement may be terminated by any of the following actions:
 - 7.1. The mutual written agreement of the Parties;
 - 7.2. By either Party upon written notice after any material breach of this Agreement;
 - 7.3. By either Party, 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. Indemnification. Each Party agrees to indemnify the other Party, its officers, agents, representatives, officials, employees, and volunteers for and from any liability, costs, or expenses arising from any action, causes of action, claims for relief, demands, damages, expenses, costs, fees, or compensation that arise out of this Agreement, or relate to this Agreement and/or the acts or omissions of the indemnifying Party and/or the Party's representatives, agents, contractors, officers, officials, members, employees, volunteers, and/or any person or persons under the supervision, direction, or control of the Party (collectively, the "Party Representatives") are known. No term or condition of this Agreement shall limit or waive any liability that the Parties may have arising from, in connection with, or relating to this Agreement and/or the Parties Representatives' acts or omissions. It is expressly understood and agreed that the terms, provisions, and promises of this Section shall survive the termination of this Agreement.
9. Governmental Immunity Act. The County and City are governmental entities under Title 63G, Chapter 7, et seq., the Governmental Immunity Act of Utah (the "Governmental Immunity Act"). Consistent with the terms of the Governmental Immunity Act, each Party shall be responsible for its own wrongful or negligent acts which are committed by its agents, officials, representatives, or employees. Neither Party waives any defense otherwise available under the Governmental Immunity Act nor does either Party waive any limit of liability currently provided by the governmental Immunity Act. Each Party agrees to notify the other of the receipt of any notice of claim under the Governmental Immunity Act for which one Party may have an obligation to defend, indemnify, and hold harmless the other Party within thirty (30) days of receiving the notice of claim. The Parties also agree to notify each other of any summons and/or complaint served upon the said Party, if the other Party may have an obligation to defend, indemnify, and hold harmless the first Party, at least fourteen (14) days before an answer or other response to the summons and/or complaint may be due.
10. No Separate Legal Entity. No separate legal entity is created by this Agreement.
11. Attorney Review. 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. Independent Parties. Each Party acknowledges, understands, and agrees that its Party Representatives 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. Waiver. No waiver of satisfaction of a condition or nonperformance of an obligation under this Agreement will be effective unless it is writing and signed by the Party granting the waiver.

14. Entire Agreement. This Agreement contains the entire agreement 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.
15. Force Majeure. In the event that either Party shall be delayed or hindered in or prevented from the performance of any act required under this Agreement by reason of acts of God, acts of the United States Government, the State of Utah Government, fires, floods, strikes, lock-outs, labor troubles, inability to procure materials, failure of power, inclement weather, restrictive governmental laws, ordinances, rules, regulations or otherwise, delays in or refusals to issue necessary governmental permits or licenses, riots, insurrection, wars, or other reasons of a like nature not the fault of the Party delayed in performing work or doing acts required under the terms of this Agreement, then performance of such act(s) shall be excused for the period of the delay and the period for the performance of any such act shall be extended for a period equivalent to the period of such delay, without any liability to the delayed Party.
16. Assignment Restricted. This Agreement may not be assigned without prior written consent of both of the Parties.
17. Utah Law. This Agreement shall be interpreted and enforced according to the laws of the State of Utah.
18. Severability. If any part or provision of this Agreement is found to be invalid, prohibited, or unenforceable in any jurisdiction, such part or provision of this Agreement shall, as to such jurisdiction only, be inoperative, null and void to the extent of such invalidity, prohibition, or unenforceability without invalidating the remaining parts or provisions hereof, and any such invalidity, prohibition, or unenforceability in any jurisdiction shall not invalidate or render inoperative, null or void such part or provision in any other jurisdiction. Those parts or provisions of this Agreement, which are not invalid, prohibited, or unenforceable, shall remain in full force and effect.
19. Rights and Remedies Cumulative. The rights and remedies of the Parties under this Agreement shall be construed cumulatively, and none of the rights and/or remedies under this Agreement shall be exclusive of, or in lieu or limitation of, any other right, remedy or priority allowed by law, unless specifically set forth herein.
20. No Third-Party Beneficiaries. This Agreement is entered into by the Parties for the exclusive benefit of the Parties. Except and only to the extent authorized by a Party in writing or provided by applicable statute, no creditor or third party shall have any rights under this Agreement.
21. Authorization. The persons executing this Agreement on behalf of a Party hereby represent and warrant that they are duly authorized and empowered to execute the same, that they have carefully read this Agreement, and that this Agreement represents a binding and enforceable obligation of such Party.
22. Time of Essence. Time is of the essence of all provisions of this Agreement.

23. Conflict of Terms. In the event of any conflict between the terms of this Agreement and any documents referenced in this Agreement or incorporated into this Agreement by reference, including exhibits or attachments to this Agreement, this Agreement shall control.
24. Counterparts; Electronically Transmitted Signatures. 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. Digital signatures shall have the same force and effect as original signatures.

WHEREFORE, the Parties have signed this Agreement on the dates set forth below.

DAVIS COUNTY

Lorene Miner Kamalu, Chair,
Board of Davis County Commissioners
Date: _____

ATTEST:

Brian McKenzie
Davis County Clerk

The undersigned and authorized attorney of Davis County has reviewed and approved this Agreement as to proper form and compliance with applicable law.

Neal Geddes
Davis County Deputy Attorney

CITY of South Weber



Print Name: David Larson

Title: City Manager

Date: 03-28-2023

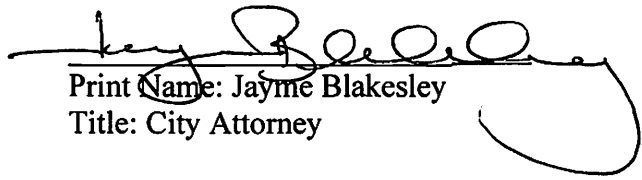
ATTEST:



Print Name: Lisa Smith

Title: Recorder

The undersigned and authorized attorney of South Weber City has reviewed and approved this Agreement as to proper form and compliance with applicable law.



Print Name: Jayme Blakesley

Title: City Attorney

EXHIBIT A

(Election Costs Schedule)

**Exhibit A - Election Cost Schedule
2023**

Poll Worker Compensation	COST	Notes
Poll Manager (PM)	\$180.00	
Training Course(s)	\$50.00	
Assistant Poll Manager	\$180.00	
Training Course(s)	\$50.00	
Receiving Clerk	\$155.00	
Training Course(s)	\$35.00	
Ballot Clerk	\$155.00	
Training Course(s)	\$35.00	
Host	\$145.00	
Training Course(s)	\$25.00	
Alternate Poll Workers	\$335.00	Shared equally with all cities/districts
Mileage Reimbursement for Poll Manager	.25 per mile	
Poll Worker Recruitment and Training		
Poll Worker Recruitment and Processing	\$10.00	
Training Creation and Preparation (Includes equipment and preparation)	\$1,000.00	Shared with all cities/districts
Poll Worker Handbook and Supplies (each poll worker)	\$5.00	This includes the cost of printing and mailing
Poll Worker Training (per person)	\$20.00	
Personal Protective Equipment and Supplies	\$0.00	Shared with all cities/districts
Equipment		
Express Vote	\$75.00	
Testing Pre and Post election		
Security Seals		
Express Vote Ballot Stock		
Memory Media Programming	\$15.00	
DS200	\$75.00	
Testing Pre and Post election		
Security Seals		
Report Paper Roll		
Memory Media Programming	\$15.00	
Voting Booth Rental (each)	\$5.00	
Vote Here Signs (4 per location)	\$5.00	
WIFI Connection	\$80.00	
Receiving Clerk Electronic Poll Book	\$75.00	
Ballot Printing Station	\$75.00	
Consumable Supplies		
Ballot Stock (BOD) per sheet	\$0.20	
Polling Location Supplies (per location)	\$40.00	(Forms, envelopes, instructions, signs, stickers, pens, etc.)
Rover Kits (each, usually need 5-7)	\$25.00	Shared equally by all cities/districts
Administrative Services		
Election Programming Per City/District	\$200.00	City/District Setup, Ballot Layout/Programming and Audio
Election Notices (optional - at actual cost)	\$0.00	Shared equally by all cities/districts
Public L&A Demonstration (testing, programming & demonstration)	\$300.00	Shared equally by all cities/districts
Early Voting Administration	\$500.00	Shared equally by all cities/districts
County Rovers Compensation (training & election day - usually need 5-7)	\$500.00	Shared equally by all cities/districts
Election Night Clerk Staff Support	\$2,000.00	Shared equally by all cities/districts
Election Night Security	\$200.00	Shared equally by all cities/districts
Rovers Training Class	\$200.00	Shared equally by all cities/districts
Election Day Help Desk Staff	\$450.00	Shared equally by all cities/districts
Pre-Canvas Ballot Issues Audit, if needed	\$250.00	
Canvas Preparation Per City/District	\$75.00	
Equipment Delivery (per location)	\$75.00	
Equipment Pickup (per location)	\$75.00	
Web Support	\$200.00	Shared equally by all cities/districts
Provisional Verification (per provisional ballot)	\$0.80	
Election Administration Support	\$200.00	
Clerk Staff (per-hour for any additional services)	\$25.00	

By-Mail Supplies and Services**Supplies**

By-Mail Outer Envelopes	\$0.11	
By-Mail Inner Return Envelopes	\$0.11	
By-Mail Ballots	\$0.32	
Test Deck Paper Ballots (actual cost may vary)	\$1,000.00	Shared by all cities based upon number of precincts
Printed Inserts for ID requirements	\$16.53	Shared equally by all cities/districts

Services

Election Art/Set-up Production By Runbeck	\$3,000.00	Shared equally by all cities/districts
Database Setup By Runbeck	\$3,000.00	Shared equally by all cities/districts
Ballot Preparation Assembly into Envelopes (each sent out) By Runbeck	\$0.25	
Signature Verification and Tabulation (each returned) By County	\$0.40	

Postage

Postage Outbound	\$0.12	Actual Postage
In-Bound - includes postage and drop box pickup	\$0.68	
Returned Undeliverable - includes postage and processing	\$0.75	