

RESOLUTION 2025-10

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 Monticello City, 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. 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 Blanding City in holding its municipal primary in August and general elections in November of 2025 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. 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 contracted in August 2025 and November 2025, respectively, the County shall provide the following:
 - 1.1. Point of contact with the County Clerk/Auditor's office for duration of election cycle.
 - 1.2. Verification of candidate voter registration status.
 - 1.3. Testing, programing, and assemblage of the voting machines and tabulators.
 - 1.4. Delivery and retrieval of voting equipment (i.e. ballot drop box, ballot box, poll pad, and Express Vote machine).
 - 1.5. Polling location management, which includes, but is not necessarily limited to, making arrangements for use of poll locations, completion of the ADA compliance survey, required interior and exterior signage, and poll supplies.
 - 1.6. Ballot development, design, layout, and printing.
 - 1.7. Language assistance as required by the Voting Rights Act as amended Section 203 for Navajo and Ute language speakers. See Exhibit D "Language Assistance Services" for a list of language assistance services.
 - 1.8. Publishing legal notices, which include: polling locations, sample ballots, public demonstration and election results.
 - 1.9. Personnel and technical assistance throughout the election process and equipment and/or supplies required specifically for voting.
 - 1.10. Poll worker recruitment, training, scheduling, supplies and compensation.
 - 1.11. Public demonstration of the tabulation equipment as required by law, also known as logic and accuracy testing.
 - 1.12. Ballot processing, which includes mailing, receiving, collection of in-person ballots, identification verification and tabulation.
 - 1.13. Canvass reports.
 - 1.14. Elected candidate certificates. See Exhibit E "Candidate Certificate Example".

- 1.15. Transmitting electronic tabulation results to the Office of the Lieutenant Governor.
- 1.16. Conduct a recount, and/or an election audit when needed.
- 1.17. Retaining all election returns for the required twenty-two (22) months.

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 Enter into a polling location Indemnification Agreement, if needed;
- 2.3 Confirm the boundaries of the City as shown in Exhibit B "Map of Monticello City Boundaries".
- 2.4 Notify the County of any Declaration of Candidacy filing;
- 2.5 Provide the County with ballot information, which includes, but is not necessarily limited to, races, candidates and ballot issues;
- 2.6 Approve the election plan (see Exhibit C 2025 Monticello City 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 Coordinate with the County to conduct the election canvass;
- 2.9 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 the County 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 "Monticello City 2025 Estimated Election Expenses". 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, the City shall pay the County for all services rendered by the 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, 60 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.

Monticello City

Reviewed and approved as to
Proper Form and Compliance with
Applicable law:

Printed: <u>Bayley Hedglin</u> Name	City Attorney
Signature <u>Bayley Hedglin</u>	
Dated: <u>8/12/25</u>	Dated:
ATTEST: <u>Melissa Gill</u>	
Printed Name <u>Melissa Gill</u>	
Date: <u>08/12/2025</u>	

SAN JUAN COUNTY	REVIEWED AND APPROVED AS TO PROPER FORM AND COMPLIANCE WITH APPLICABLE LAW:
<u>Silvia Stubbs</u>	<u>mtly</u>
Silvia Stubbs, Chair Board of San Juan County Commissioners	San Juan County Attorney's Office
Dated: <u>8/5/25</u>	Dated <u>8/12/25</u>
ATTEST: <u>Lyman W. Duncan</u>	
Lyman W. Duncan San Juan County Clerk/Auditor	
Date: <u>8/5/25</u>	

Monticello City

Reviewed and approved as to
Proper Form and Compliance with
Applicable Law:

Bayley Hedglin

Printed

Name

Bayley Hedglin

Signature

Dated:

8/12/25

ATTEST:

Melissa Gail

Printed Name

Melissa Gail

Date:

08/12/2025

Jay Beasley

City Attorney

Dated:

08/19/2025

SAN JUAN COUNTY

Silvia Stubbs

Silvia Stubbs, Chair

Board of San Juan County Commissioners

Dated:

8/5/25

ATTEST:

Lynne W. Duncan

Lynne W. Duncan

San Juan County Clerk/Auditor

Date:

8/5/25

REVIEWED AND APPROVED AS TO
PROPER FORM AND COMPLIANCE WITH
APPLICABLE LAW:

mtf

San Juan County Attorney's Office

Dated

8/12/25

EXHIBIT A - MONTICELLO CITY 2025 ESTIMATED ELECTION COST

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These cost estimates are based on the costs of the services outlined in paragraphs 1.1 through 1.14 in this Interlocal Agreement.

General Election Fixed Costs (GFC)	\$5,600
General Election Variable Costs (GVC)	\$2,416
All Elections Fixed Costs (AFC)	\$2,031
TOTAL ESTIMATED COSTS	\$10,047

In the case of a recount, the City shall pay the County's cost of the recount based on a written invoice provided by the County. The invoice amount for these additional services may cause the total costs to exceed the estimate given to the City by the County.

Attachment B Monticello City Boundaries

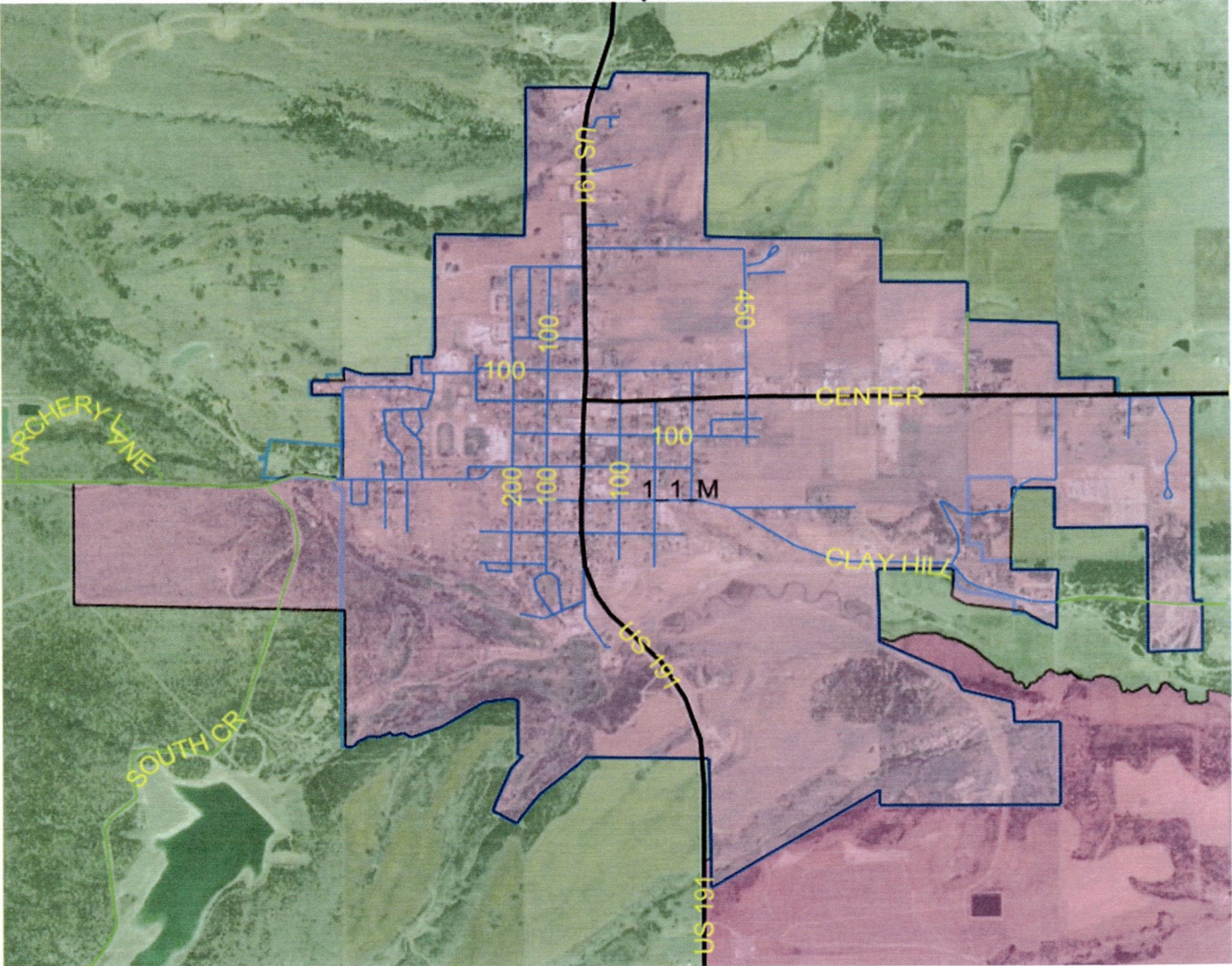


EXHIBIT C 2025 MONTICELLO CITY ELECTION PLAN

Dates of Importance:

Calendar Date	Event or Action Required	Considerations
6/2/2025	Candidate filing period begins	
6/9/2025	Candidate filing period ends	
6/10/2025	Municipality must publish a list of candidates	
6/20/2025	Ballots must be ordered from the printer.	The county will work with the appointed municipality election officer to proof and approve the ballots before ordering. However, if the Town/City Board must approve, a meeting must be scheduled before this date, as the order deadline cannot be pushed back.
6/27/2025	Ballots are mailed to military and oversea voters.	
6/27/2025	Sample ballots must be posted to candidates and within municipalities.	
7/3/2025	Last day to publish notice of Logic and Accuracy Testing.	Each municipality should advertise the L&A Testing beyond official notice.
7/15/2025	Last day to publish notice of dates, times, and locations of early voting.	
7/15/2025	Last day to publish notice of locations and times of each ballot drop box.	
TBD 7/15, 16, or 17/2025	Logic and Accuracy Testing	Each municipality should have at least one representative attending.
7/22/2025	Ballots are mailed to voters	
7/29/2025	Early voting begins	Ensure coordination of access to the locations (locked doors) and equipment.
8/1/2025	Last day to register to vote (in-person, online, by mail).	Total number of registered voters impact the cost estimates in Attachment A.
8/5/2025	Last day for primary candidates to file a financial disclosure report.	
8/6/2025	Municipalities must make financial disclosure reports available for public review.	
8/8/2025	Early voting ends.	
8/11/2025	Drop boxes are closed/removed at the end of the business day.	
8/12/2025	MUNICIPAL PRIMARY ELECTION	
8/19/2025	First day Board of Canvassers can canvass the results of the primary election.	The municipal Board of Canvassers will need to meet between 8/19 and 8/26, so ensure there is a meeting scheduled.
8/26/2025	Last day Board of Canvassers can canvass the results of the primary election.	

TBD based on canvass date	Tie votes must be determined by lot in a public meeting no later than 3 days after the canvass is held	
TBD based on canvass date	Last day that a candidate may request a recount within 3 days after the canvass is held	
9/11/2025	Municipal candidates eliminated during the primary election must file a financial disclosure report.	
9/12/2025	Ballots must be ordered from the printers.	The county will work with the appointed municipality election officer to proof and approve the ballots before ordering. However, if the Town/City Board must approve, a meeting must be scheduled before this date, as the order deadline cannot be pushed back.
9/19/2025	Ballots must be transmitted to military and overseas voters.	
10/7/2025	Each general election candidate must file a financial disclosure report.	
10/7/2025	Logic and Accuracy testing	Each municipality should have at least one representative attending.
10/8/2025	Municipalities must make candidate financial disclosure reports available to the public.	
10/14/2025	First day ballots can be mailed to voters.	
10/15/2025	Last day a municipality can cancel the general election and/or a race in the general election.	
10/21/2025	Early voting begins	
10/24/2025	All voter registration forms must be received by 5 pm.	Total number of registered voters impact the cost estimates in Attachment A.
10/28/2025	Candidates must file a financial disclosure report.	
10/29/2025	Municipalities must make candidate financial disclosure reports available to the public.	
10/31/2025	Early voting ends.	
11/3/2025	Last day to deliver voting equipment and election materials to each polling location.	
11/4/2025	MUNICIPAL GENERAL ELECTION	
11/4/2025	After the polls close, all preliminary election results must be publicly released	These are the results of all ballots received before 11/4/2025.

11/11/2025	1 st day Board of Canvassers can canvass the final results of the general election.	The municipal Board of Canvassers will need to meet between 11/11 and 11/18, so ensure there is a meeting scheduled.
TBD based on canvass date	Tie votes must be determined by lot in a public meeting no later than 3 days after the canvass is held	
11/18/2025	Last day a candidate may request a recount.	
11/18/2025	Last day Board of Canvassers can canvass the final results of the general election	

Monticello City Early Voting, Polling Locations and Details

1. Early Voting

- a. San Juan County Administration Building (outside Clerk's office)
- b. October 23 (Thursday) and October 30 (Thursday)
- c. 10 am to 2 pm each day
- d. 2 staff
 - i. 1 Language Assistance contractor
 - ii. 1 volunteer
- e. Ballot Drop Box location, will be removed November 3rd (Thursday) at 5 pm
- f. 1 Voting Machine

2. Election Day, November 4, 2025

- a. San Juan County Administration Building
- b. 7 am – 8 pm
- c. 3 – 6 staff
 - i. 1 Language Assistance contractor
 - ii. 1 County staff member
 - iii. 3-4 Poll watchers/volunteers
- d. 4 Voting Machines

EXHIBIT D LANGUAGE ASSISTANCE SERVICES

County and City understand that Section 203 of the Federal Voting Rights Act of 1975, as amended and codified at Federal Register Vol. 68 No. 233 (Dec. 8, 2021), (<https://www.justice.gov/crt/language-minority-citizens>) (the "Act") among other things, requires the County and City to comply with certain provisions contained in Section 203, with respect to primary and general elections, bond elections and referenda, and to elections of each municipality, school districts or special purpose district within the City and County.

These provisions apply because the US Census Bureau has determined that the County and City lie within a designated language assistance jurisdiction as a result of the Ute and Navajo populations residing within the County/City. The generally addressed language assistance is for all Ute and Navajo speaking persons.

A summary of the 203 requirements is set forth below in this Exhibit D.

Language Assistance Services consist of:

Translation Services

1. Translation of all written election materials into Navajo.
 - a. Election materials include candidate filing requirements and application, ballots, referendum and/or propositions, and posters.
 - b. As Ute is not a written language, translation services are not available.
 - c. Publication of all translated material will be available for Early Voting (July 29 – August 8 and October 21 – 31), Poll Centers on Election Day (November 4th), and for Outreach activities (described below).
 - d. Electronic and hardcopy copies of all translated materials will be shared with municipalities.
2. Audible records of all election materials into Navajo and Ute.
 - a. Will post on county website sanjuancountyut.gov, and radio stations KTNN and KNDN.
 - b. Copies of audio records will be available for Early Voting (July 29 – August 8 and October 21 – 31), Poll Centers on Election Day (November 4th), and for Outreach activities (described below).
 - c. Copies of the audio recordings will also be shared with the municipalities.

Outreach Activities

1. Bilingual Staff Availability for Early Voting and Poll locations
 - a. Bilingual staff speaking English, Navajo, and Ute will be available during Early Voting and on Election Day to assist any voters requiring this assistance.
 - b. Assistance would include assisting with voter registration, how to cast a ballot, an overview of the ballot itself and associated referendum and/or propositions.
2. Election Advocacy
 - a. Presentations will be made during Navajo Chapter meetings to explain upcoming election requirements, address questions, and leave election materials.
 - b. Election materials will be shared with the Ute Liaison for posting in White Mesa.
3. Election Materials (hardcopy and electronic) for Early Voting and Poll locations.
4. Election Marketing
 - a. Notices and advertisements will be placed in the San Juan Record in both English and Navajo (again, Ute is not a written language).

- b. Notices and posts will also be posted on the county's social media accounts.

With respect to Section 203 of the Federal Voting Rights Act of 1975, as amended, County and City agree as follows:

1. Any and all elections, including primary and general elections, bond elections and referenda, and to elections of each municipality, school districts or special purpose district within the City and County are governed by Section 203 of the Voting Rights Act, as amended.
2. County and City are aware of the Act and its provisions and understand that they must comply with all provisions of the Act, including all language assistance provisions. These provisions are mandatory to meet the Act's requirements.
3. If City fails to comply with any provisions or otherwise chooses not to comply, City shall release County from any and all liability for damages sustained as a result of the non-compliance and shall indemnify County for any damages it sustains.
4. If City chooses to provide these services without the County's input or help, it must provide a written a written statement:
 - a. That the County has acted in good faith in offering these services,
 - b. The City understands the requirements and expectations of the Voting Rights Act section 203,
 - c. The City assumes all liability for failure to meet the requirements and expectations of the Voting Rights Act as amended, and
 - d. The City releases the County from any and all liability for damages as a result of the City's desire to provide these services on its own.

EXHIBIT E CANDIDATE CERTIFICATE EXAMPLE

	
CERTIFICATE OF ELECTION	
I, the undersigned County Clerk in and for San Juan County, State of Utah, do hereby certify that	
<u><Candidate Name></u>	
was duly Elected to the Office of	
<u><Elected Office></u>	
at a General Election held in said County on Tuesday, the <day> day of November <year> as appears from the official returns of said Election as filed and of record in my office as County Clerk of San Juan County.	
place seal here	In Witness whereof, I have hereunto set my hand and caused to be affixed my official seal this <day> day of November <year>. <u>Lyman W. Duncan</u> SAN JUAN COUNTY CLERK/AUDITOR
	