Agreement No. 2015-____

INTERLOCAL COOPERATION AGREEMENT BETWEEN UTAH COUNTY AND EAGLE MOUNTAIN CITY FOR THE ADMINISTRATION OF THE 2015 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 Eagle Mountain City, a Utah municipality and political subdivision of the State of Utah.

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 Eagle Mountain City.

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

WHEREAS, Utah County and Eagle Mountain City desire to successfully conduct the 2015 Eagle Mountain City Municipal Primary (August 11, 2015) and General (November 3, 2015) Elections; and

WHEREAS, it is to the mutual benefit of both Utah County and Eagle Mountain City to enter into an agreement providing for the parties' joint efforts to administer the 2015 Eagle Mountain 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 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 Eagle Mountain 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 2015 Eagle Mountain City Municipal Elections. This Agreement contemplates only a basic, traditional election for the 2015 Eagle Mountain 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 2015 Eagle Mountain City Municipal Election. Equipment in this case means electronic voting machines (DREs) for use in early voting and in polling places on Election Day. Optical scan equipment will be used for vote by mail (VBM) and provisional ballots in polling places on Election Day.
2. Provide manpower and equipment to process all applications for VBM ballots, mail and provisional 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 programming for said elections.
4. Provide manpower and equipment to prepare, inspect, deliver and retrieve all voting equipment belonging to the County used to administer said elections.
5. Provide manpower and equipment to provide unofficial election results to Eagle Mountain

City for posting on their web site.

6. Provide manpower and equipment to canvass all election returns. This includes only one count and one canvass. Reasonable costs will be billed for recounts and re-canvassing.
7. On Election Night, provide the official Election results through the standardized reports (PDF format) as generated by GEMS – the Election programming and management program and system used by the County.
8. Provide a final, canvass-ready report of Official Election Results. Such results will constitute the final Official Results of the Election.

Eagle Mountain City agrees to:

1. Provide manpower and equipment for Candidate Filings and receiving and processing of all financial disclosures required by state code and/or city code.
2. Use Utah County's poll worker training contractor, Barbara Davies, and pay any and all expenses for poll worker training, early voting poll worker training and rover training should it be needed.
3. Recruit, train and staff polling places with an adequate number of poll workers.
4. As far as practical use the same polling places as used in the County-administered Election in 2014.
5. Mileage Reimbursement: City will reimburse Utah County employees for mileage driven to accomplish the responsibilities contained in this Agreement. City will make mileage reimbursements at the IRS standard mileage rate for business miles driven for 2015 (57.5 cents per mile). County employees who must drive to fulfill County's responsibilities hereunder will submit mileage reimbursement forms to City.

6. Pay Utah County up to $280 (two hundred eighty dollars) for printing of Election registers. (See attached cost estimate sheet)
7. Pay Utah County up to $3,400 (three thousand four hundred dollars) for programming, testing, delivery and retrieval of all voting machines needed to conduct the 2015 Eagle Mountain City Elections. (See attached cost estimate sheet)
8. Use K&H as VBM, absentee and ballot printing contractor and agree to pay associated costs estimated at up to $1,656.93 (one thousand six hundred fifty six dollars and ninety three cents) for these services. Services to include mailing of all VBM ballots and processing by the County. (See attached cost estimate sheet)
9. Pay Utah County up to $1,193.10 (one thousand one hundred ninety three dollars and ten cents) for ballot and machine programming. (See attached cost estimate sheet)
10. Pay up to $500 (five hundred dollars) for precinct Election supplies as provided by either Utah County or Carr Printing.
11. Thoroughly examine and proof all election programming done for the 2015 Eagle Mountain 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 Eagle Mountain City web site a link to or copy of the Official Election Results as hosted on the County Elections web page.
14. Eagle Mountain 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, Eagle Mountain 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 Eagle Mountain 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 their addresses first above written, 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. 2015-___, authorized and passed on the _____ day of _____, 2015.

BOARD OF COUNTY COMMISSIONERS

UTAH COUNTY, UTAH

By:_____
LARRY ELLERTSON, 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

EAGLE MOUNTAIN CITY

Authorized by Resolution No. _____ , authorized and passed on the _____ day of _____, 2015.

_____
Mayor, Eagle Mountain City

ATTEST:

_____
NAME
Eagle Mountain City Recorder

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

By: _____