INTERLOCAL COOPERATION AGREEMENT REGARDING

ELECTION SERVICES

This INTERLOCAL COOPERATION AGREEMENT (the "Agreement") is between Washington County, Utah ("the County") and Ivins City ("the City", "the Town" or "Municipality") located within the geographic boundary of the County (collectively, "the Parties").

RECITALS

WHEREAS, under the Utah Election Code (Utah Code Ann. § 20A-1-101 et seq.) the Washington County Clerk-Auditor is charged with many duties pertaining to conducting fair elections in Washington County;

WHEREAS, due to those duties, the County regularly conducts county-wide elections and has the equipment, experience and applicable contracts in place to efficiently conduct elections within the County;

WHEREAS, municipalities within Washington County are responsible for conducting municipal elections within their own jurisdictions;

WHEREAS, the County adopted a ~~v~~ote by mail system for elections beginning in 2018 and secured contracts for printing, mailing, distributing, and returning mail-in ballots;

WHEREAS, under the Utah Code, local political subdivisions may enter into interlocal agreements with the County for services that are more efficiently provided by the County;

WHEREAS, the County and the Municipality acknowledge the mutual benefit and efficiency of having the County assist in the Municipality's elections;

WHEREAS, for the purpose of conducting more efficient municipal elections, the County is willing to assist municipalities located within the County in their responsibilities to conduct elections; and

WHEREAS, it is in the best interest of the citizens of Washington County that the County assist in conducting municipal elections.

AGREEMENT

NOW, THEREFORE, in consideration of the mutual promises, the covenants contained herein, and pursuant to the Interlocal Cooperation Act, the Parties agree as follows.

A. SPECIFIC TERMS

Section 1. County.

(a) The County agrees to assist and support the Municipality in conducting vote by mail municipal elections; however, the County does not have the equipment or software to provide support for Ranked Choice Voting. If a municipality chooses to use Ranked Choice Voting, the County can direct you to an election vendor that can administer the election in this format.

(b) In accordance with the County's contract with a selected printer, the County will order ballots and envelopes for the municipality based on the number of registered voters within the municipality.

(c) The County will provide two electronic marking devices, one precinct level scanner, and one on-demand ballot printer in each Municipality with 3000 or more registered voters. The County may provide equipment in additional locations within the Municipality based on the availability of equipment.

(d) The County will use its available counting machines to count ballots for the municipalities; however, the County will not hand count ballots. Each Municipality will designate one qualified staff member to adjudicate ballots and assist the County to re-make ballots on a regular basis. The County will not re-make ballots without a qualified Municipal staff member present.

(e) The County will continue to conduct all statutorily required obligations, including signature verification, in accordance with applicable state and local codes.

(f) The County will provide the Municipality with a cost estimate for upcoming election services by December 31 of the year preceding the election.

Section 2. Municipality.

(a) The Municipality agrees to reimburse the County for all costs and expenses related to the municipality's election, including all printing expenses incurred under the County's contract with the printer, within 30 days of receiving an invoice from the County.

(b) The Municipality agrees to collect its election items from the County Clerk-Auditor's Office within a week after the canvas date.

(c) The Municipality agrees to notify the County in writing by March 31 of the election year if the Municipality does not accept the county-provided cost estimate and therefore does not desire to receive the County's election services as outlined in this Agreement.

Section 3. Term. This Agreement shall become effective on the date is it duly executed and shall expire December 31, 2021. This Agreement shall automatically renew for additional one (1) year periods, unless thirty (30) days prior to the expiration, written notice of intent to not renew is given by either Party. There is no limitation on the number of times this Agreement may automatically renew.

B. GENERAL TERMS

Section 1. Purpose. The purpose of this Agreement is to allow the Parties to comply with State law to accomplish the intentions and purposes referred to in the recitals above.

Section 2. Termination. Other than as set forth in A(3), above, either party, for good cause, may terminate this Agreement by notifying the other Party in writing of its intent to terminate the Agreement, for instance, when a Municipality cancels a local election pursuant to Utah Code Ann. 20A-1-206. Any costs incurred by County must be reimbursed by the Municipality upon termination.

Section 3. No Waiver of Governmental Immunity. The Parties are governmental entities under the Governmental Immunity Act of Utah, Title 63, Chapter 30d of the Utah Code. None of the Parties waive any defenses otherwise available under the Governmental Immunity Act.

Section 4. Indemnity. To the extent allowed by state law, except for claims arising from the willful misconduct of County, the Municipality shall indemnify County against all third party claims, demands, causes or action, suits or judgments arising out of this Agreement, including but not limited to all claims, demands, causes of action, suits or judgments, and for death or injuries to persons or for loss of or damage to property, arising out of or in connection with this Agreement to the extent that it relates to performance of acts of the County or the Municipality, or its agents or assigns. In the event of any such third party claims made or suits filed against the County, County shall give the Municipality prompt written notice. The Municipality agrees to defend against any claims brought or actions filed against County arising out of this Agreement, whether such claims or actions are rightfully or wrongfully brought or filed. In case a claim should be brought or an action filed with respect to the subject of indemnity herein, the Municipality agrees that County may employ attorneys of its own selection to appear and defend the claim or action on its own behalf at the expense of the Municipality. Said attorneys' fees shall be reasonable and subject to review by the Municipality. The Municipality shall be responsible for all costs associated with any claim, demand, action, suit, appeal, or judgment, including attorneys' fees for which it indemnifies or defends County.

Section 5. Interlocal Cooperation Act Requirements. In satisfaction of the requirements of the Interlocal Cooperation Act in connection with this Agreement, the Parties agree as follows.

(a) This Agreement shall be authorized and adopted by resolution of the legislative body of each Party pursuant to and in accordance with the provisions of Utah Code Section 11-13-202.5.

(b) This Agreement shall be reviewed as to proper form and compliance with applicable law by a duly authorized attorney on behalf of each Party pursuant to and in accordance with the Utah Code Section 11-13-202.5(3).

(c) A duly executed original counterpart of this Agreement shall be filed immediately with the keeper of records of each Party pursuant to Utah Code Section 11-13-209.

(d) No separate legal entity is created by the terms of this Agreement. The Parties designate the Chairman of the County Commission as the Administrator responsible to administer

this Agreement and the accomplishment of the purposes of the cooperative action contemplated hereby and specified herein pursuant to Utah Code Section 11-13-207.

(e) The effective date of this Agreement shall be the date that each of the Parties has signed it, adopted a resolution to approve it, and filed the Agreement with the keeper of records.

(f) The term of this Agreement shall commence on the date of full execution of this Agreement by all Parties.

(g) No real or personal property shall be acquired jointly by the Parties as a result of this Agreement.

Following the execution of this Agreement by the Parties, either Party may cause a notice regarding this Agreement to be published on behalf of the Parties in accordance with Utah Code Section 11-13-219.

Section 6. Notices. All notices, requests, demands and other communications under this Agreement shall be in writing and shall either be hand delivered or sent by first-class mail, postage prepaid, and properly addressed to the Parties at the following addresses:

Ivins City
Attn: Kari Jimenez, City Recorder
55 North Main Street
Ivins, UT 84738

Washington County
Attn: Commission Chair
197 East Tabernacle
St. George, UT 84770

Section 7. Entire Agreement; Modification; Waiver. This Agreement constitutes the entire agreement between the Parties pertaining to the subject matter and supersedes all prior and contemporaneous agreements, negotiations, representations, promises, or understandings of the Parties whether oral or written. No supplement, modification, amendment, or waiver of any obligation of this Agreement shall be binding unless executed in writing by all the Parties. No waiver of any of the provisions of this Agreement shall be deemed or shall constitute a waiver of any other provision, whether or not similar, nor shall any waiver constitute a continuing waiver.

Section 8. No Third-Party Beneficiaries. This Agreement is not intended to confer upon any person other than the Parties any rights or remedies.

Section 9. Governing Law. This Agreement shall be governed by the laws of the State of Utah. The Parties agree that venue for all legal actions, unless they involve a cause of action with mandatory federal jurisdiction, shall be the Fifth District Court for the State of Utah. The Parties further agree that the Federal District Court for the District of Utah shall be the venue for any cause of action with mandatory federal jurisdiction.

Section 10. Counterparts; Filing. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

(Signature block on following pages.)

DATED this ___ day of _____, 2021.

WASHINGTON COUNTY

_____
Gil Almquist
Washington County Commission Chair

Attest:

_____
Kim M. Hafen
Washington County Clerk-Auditor

Date: _____

Approved as to Form:

_____
Deputy Washington County Attorney

Ivins City

_____

Mayor Hart

Attest:

_____

City Recorder

Date: _____

Approved as to Form:

_____

City Attorney