

MUNICIPAL ELECTION AGREEMENT

GRANTSVILLE CITY - 2013

This Agreement is made and entered into this ____ day of _____, 2013 by and between Tooele County, a body politic of the State of Utah, hereinafter referred to as "County," and Grantsville City, a body politic of the State of Utah, hereinafter referred to as "City."

WITNESSETH:

WHEREAS, pursuant to Section 20A-1-201.5 and 20A-1-202, *Utah Code Ann.* (1953) as amended, Municipalities, Towns and Special Districts are authorized and required to hold 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 City in holding its primary and general elections in 2013 upon the following terms and conditions; and

WHEREAS, the parties are authorized by the *Utah Interlocal Cooperation Act* as set forth in Chapter 13, Title 11, *Utah Code Ann.* (1953) as amended, to enter into this Agreement.

NOW THEREFORE, in consideration of the mutual terms and conditions set forth hereafter, the parties hereto agree as follows:

1. County agrees to provide to City for the primary election in August 2013 if required, and for the general election in November 2013, the following:
 - a. Test, program, assemble and make available to City voting machines and poll supplies.
 - b. Provide for delivery and retrieval of voting equipment.
 - c. Provide electronic ballot files for Optical Scan Ballots printing.

- d. Provide Information systems assistance which includes, but is not necessarily limited to election programming, tabulation, programmer and technician, and elections results reports.
 - e. Provide personnel and technical assistance throughout the election process and equipment and/or supplies required specifically for electronic voting.
 - f. Recruit poll workers (conduct poll worker training, if necessary), scheduling and supplies.
 - g. Compensate poll workers
 - h. Provide preparation and personnel for the public demonstration of the tabulation equipment.
 - i. Publish all legal notices which include, but are not necessarily limited to election notice, polling locations and ballots, canvass notice, audit notice (if applicable).
 - j. Post candidate biography on statewide voter database, as well as financial reports.
 - k. If required, in cooperation with the (City, Town or SSD) conduct an election audit.
2. City agrees to do the following:
- a. Provide and act as the chief election officer and assume all duties and responsibilities as outlined by law.
 - b. Notify candidates of financial statement deadlines, accept forms and forward to county clerk for input in statewide data base.
 - c. Identify polling locations.
 - d. Provide County with ballot information which includes, but is not necessarily limited to races, candidates and ballot issues.

- e. Proof and approval of ballot formats, determine quantity of Optical Scan ballots to be printed for absentee, provisional and curbside voting.
 - f. City agrees to pay the County or designated vendor for printing optical scan ballots, envelopes and poll books.
 - g. Conduct election canvass.
 - h. Perform all other election related duties and responsibilities not outlined in this agreement.
 - i. City agrees to pay County repair or replacement costs for damaged voting equipment which occurs at the polling locations beyond the normal wear and tear.
 - j. City agree's to reimburse County for election night workers, to include county clerk personnel, acceptance judges, IT personnel, etc
3. Optimal/Miscellaneous
- a. Early Voting - required for third class cities, optional for fifth class cities, towns and Special Service Districts. Yes No _____
 - b. Judges Training Yes No _____
 - c. Election reminder flyer Yes No _____
4. Both parties 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.
5. 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 shall be made within thirty (30) days of receiving the invoice prepared by the County.
6. This Agreement shall be effective as of the date of execution by all parties.

7. This Agreement shall continue in effect until December 31, 2013.
8. The individuals executing this Agreement on behalf of the parties confirm that they are duly authorized representatives of the parties and are lawfully enabled to execute this Agreement on behalf of the parties.
9. This agreement does not create a new interlocal entity.
10. This undertaking shall be jointly administered by the Grantsville City and the Tooele County Clerk.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed in duplicate, each of which shall be deemed an original.

TOOELE COUNTY



 J. Bruce Clegg, Chairman
 Tooele County Commission

GRANTSVILLE CITY



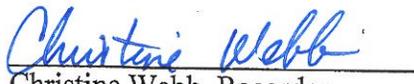
 Brent Marshall, Mayor
 Grantsville City

ATTEST:

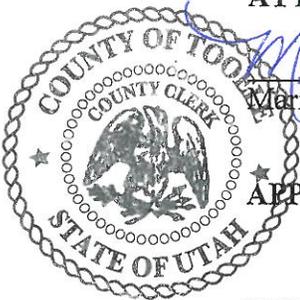


 Marilyn Gillette, County Clerk

ATTEST:



 Christine Webb, Recorder



APPROVED AS TO FORM:



 L. Douglas Hogan
 Tooele County Attorney

APPROVED AS TO FORM:



 Joel Linares
 Grantsville City, Attorney