

**CITY OF MOAB RESOLUTION NO. 13-2023**  
**A RESOLUTION ADOPTING AN INTERLOCAL AGREEMENT FOR THE**  
**PROVISION OF ELECTION SERVICES BY AND BETWEEN THE CITY OF MOAB**  
**AND GRAND COUNTY**

The following findings describe the reasons for this resolution and explain its purpose.

- a. The State of Utah allows Counties to provide election services for the Municipal 2023 Primary and General elections; and
- b. The City of Moab and Grand County have determined that those services can best be provided through the creation of an Interlocal Agreement.

Now, therefore, the City of Moab resolves as follows:

- 1. The Council hereby authorizes and approves the Agreement in substantially the form presented to this meeting of the Moab City Council.
- 2. The appropriate officials are hereby authorized and directed to execute and deliver the Agreement in substantially the form presented to this meeting of the Council.
- 3. This resolution shall be effective immediately upon its passage.

PASSED AND APPROVED this 9<sup>th</sup> day of May 2023.

  
\_\_\_\_\_  
Joette Langianese, Mayor

5/9/23  
Date

Attest:  
  
\_\_\_\_\_  
Sommar Johnson, Recorder

5.9.23  
Date

**INTERLOCAL AGREEMENT**  
**BETWEEN**  
**GRAND COUNTY**  
**on behalf of the**  
**GRAND COUNTY CLERK/AUDITOR’S OFFICE**  
**-AND-**  
**THE CITY OF MOAB**

THIS AGREEMENT is made and entered into the 17th day of May, 2023, by and between GRAND COUNTY, a political subdivision of the State of Utah (“County”), on behalf of its Clerk/Auditor’s Office and the City of Moab (“City”). The County and the City may be referred to collectively as the “Parties” and may be referred to individually as a “Party.”

**WITNESSETH:**

WHEREAS, the County desires to provide the services of its Clerk/Auditor’s office to the City for the purpose of assisting the City in conducting the City’s 2023 primary and general municipal elections; and

WHEREAS, the City desires to engage the County for such services;

NOW, THEREFORE, in consideration of the promises and covenants hereinafter contained, the Parties agree as follows:

**1. Term.** County shall provide election services to the City commencing on the date this Agreement is executed, and terminating on January 1, 2024. The term of this Agreement may be extended by mutual agreement in writing signed by all Parties. Either Party may cancel this Agreement upon ninety (90) days written notice to the other party. Upon such cancellation, each Party shall retain ownership of any property it owned prior to the date of this Agreement, and the City shall own any property it created or acquired pursuant to this Agreement.

**2. Scope of Work.** The services to be provided by the Grand County Clerk/Auditor’s

Office shall be as set forth in the Scope of Work, attached hereto and incorporated by reference as Exhibit A. Generally, the County Clerk/Auditor shall perform all elections administration functions as set forth in Exhibit A and as needed to ensure implementation of the City's 2023 primary and general municipal election.

**3. Legal Requirements.** The County and the City understand and agree that the 2023 primary and general municipal election are the City's elections. The City shall be responsible for compliance with all legal requirements for these elections and shall direct the manner in which the elections are conducted. The County agrees to work with the City in complying with all legal requirements for the conduct of these elections and conduct these elections pursuant to the direction of the City. The City, not the County, is responsible to resolve any and all election questions, problems, and legal issues that are within the City's statutory authority.

**4. Points of Contact and Notice.** The primary point of contact for all communications under this Agreement shall be Sommar Johnson, on behalf of the City, and Gabriel Woytek, on behalf of the County. In the event that the County is alerted to any protest or objections as to the administration of the City election, it shall promptly notify the City as to the nature of the same. As the election official, Sommar Johnson, shall be responsible for providing direction to the County to resolve any election-related compliance issues. Any notice or other communication required or permitted to be given under this Agreement shall be deemed sufficient if given by a written communication and shall be deemed to have been received upon personal delivery, actual receipt, or within three (3) days after such notice is emailed or deposited in the United State mail, postage prepaid, and certified and addressed to the parties as set forth below:

City of Moab  
Sommar Johnson  
City Recorder  
217 E. Center Street

Moab, Utah 84532  
sommar@moabcity.org

Grand County  
Gabriel Woytek  
County Clerk  
125 E. Center Street  
Moab, UT 84532  
gwoytek@grandcountyutah.net

**5. Cost.** In consideration of the services performed under this Agreement, the City shall pay the County an amount not to exceed the rate estimate given to the City by the County attached hereto and incorporated by reference as Exhibit B. The County shall provide a written invoice to the City at the conclusion of the elections, and the City shall pay the County from the invoice within thirty (30) days of receiving it. The invoice shall contain the number of active registered voters as of one week before Election Day, the rate used, and jurisdictions participating in the election(s). In the case of a vote recount, election system audit, election contest, or similar event arising out of the City's election, the City shall pay the County's cost of responding to such events, based on a written invoice provided by the County. The invoice amount for these additional services may cause the total cost to the City to exceed the estimate given to the City by the County. For such consideration, the County shall furnish all materials, labor and equipment to complete the requirements and conditions of this Agreement.

**6. Governmental Immunity.** The City and the County are governmental entities and subject to the Governmental Immunity Act of Utah, Utah Code Ann. §§ 63G-7-101, et seq. ("Act"). Subject to the provisions of the Act, the City and County agree to indemnify and hold harmless the other Party, its agents, officers and employees from and against any and all actions, claims, lawsuits, proceedings, liability damages, losses and expenses (including attorney's fees and costs) arising out of or resulting from the performance of this Agreement to the extent the same are caused

by any negligent or wrongful act or omission of that Party, its officers, agents and employees. Nothing in this Agreement shall be deemed a waiver of any rights, statutory limitations on liability, or defenses applicable to the City or the County under the Act.

**7. Election Records.** The County shall maintain and keep control over all records created pursuant to this Agreement and to the elections relevant to this Agreement. The County shall respond to all public record requests related to this Agreement and the underlying elections and shall retain all election records consistent with the Government Records Access and Management Act, Utah Code Ann. §§ 63G-2-101 et seq. and all other relevant local, state and federal laws. In the event that the City receives a GRAMA request, subpoena, or other legal request to produce records pertaining to its administration of City elections, the County agrees to promptly provide copies of all election records kept under this Agreement to the City.

**8. Service Cancellation.** If the Agreement is canceled by the City as provided herein, the City shall pay the County on the basis of the actual services performed according to the terms of this Agreement. Upon cancellation of this Agreement, the County shall submit to the City an itemized statement for services rendered under this Agreement up to the time of cancellation and based upon the dollar amounts for materials, equipment and services set forth herein.

**9. Legal Compliance.** The parties, as part of the consideration herein, shall comply with all applicable federal, state and county laws governing elections.

**10. Indemnification.** To the extent permitted by law, the City agrees to indemnify and hold County harmless, including providing legal defense costs on behalf of the County, as a result of any legal or administrative claim, action or proceeding brought against the County by any person or entity claiming that the County violated any state or federal law by providing election services under this Agreement.

**11. Interlocal Agreement.** In satisfaction of the requirements of the Interlocal Cooperation Act, Title 11, Chapter 13, Utah Code Annotated 1953, as amended (“Interlocal Act”), in connection with this Agreement, the City and the County (for purposes of this section, each a “Party” and collectively the “Parties”) agree as follows:

- a. This Agreement shall be approved by each Party, pursuant to § 11-13-202.5 of the Interlocal Act;
- 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 Section 11-13-202.5 of the Interlocal Act;
- c. A duly executed original counterpart of the Agreement shall be filed with the keeper of records of each Party, pursuant to § 11-13-209 of the Interlocal Act;
- d. Each Party shall be responsible for its own costs of any action done pursuant to this Agreement, and for any financing of such costs; and
- e. No separate legal entity is created by the terms of this Agreement. To the extent that this Agreement requires administration other than as set forth herein, it shall be administered by the City Recorder of the City and the County Clerk of the County, acting as a joint board. No real or personal property shall be acquired jointly by the Parties as a result of this Agreement. To the extent that a Party acquires, holds, and disposes of any real or personal property for use in the joint or cooperative undertaking contemplated by this Agreement, such Party shall do so in the same manner that it deals with other property of such Party.

**12. Counterparts.** This Agreement may be executed in counterparts by the City and the

County.

**13. Governing Law.** This Agreement shall be governed by the laws of the State of Utah both as to interpretation and performance.

**14. Integration.** This Agreement, with attached exhibits, embodies the entire agreement between the Parties and shall not be altered except in writing signed by both Parties.

**15. No Third-Party Beneficiaries.** The Parties to this Agreement are the City and County; no third party shall have rights or standing to seek the interpretation or enforcement of this Agreement.

[execution on following page]

IN WITNESS WHEREOF, the Parties have executed this Agreement on the day and year first above written.

\_\_\_\_\_  
Joette Langanese, Moab City Mayor

Date: \_\_\_\_\_

Attest:

\_\_\_\_\_  
Sommar Johnson, Moab City Recorder

APPROVED AS TO FORM

\_\_\_\_\_  
Nathan Bracken, City Attorney

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\_\_\_\_\_  
Jacques Hadler, Grand County Commission Chair

Date: \_\_\_\_\_

Attest:

\_\_\_\_\_  
Gabriel Woytek, Grand County Clerk/Auditor

APPROVED AS TO FORM

\_\_\_\_\_  
Stephen Stocks, County Attorney

**Exhibit A**  
**2023 Municipal Elections**  
**Scope of Work for Election Services**

The County shall provide to the City an Official Register as required by Utah Code Ann. § 20A-5-401, (as amended).

The City shall perform all administrative functions related to candidate filing requirements and all other requirements of Utah Code Ann. § 20A-9-203 (as amended), including all administrative functions related to financial disclosure reporting.

The City shall be responsible for all public notice(s) required by law. The County may additionally publish election notices at its own discretion, but this does not relieve the City of its obligations to publish all public notices required by law. The City shall be responsible for collecting and delivering ballots that are placed in drop boxes within their City to the County in a timely manner and according to a schedule agreed upon by the City and the County up through and including the end of Election Night.

The City agrees to consolidate all elections administration functions and decisions with the County Clerk/Auditor to ensure the successful conduct of multiple, simultaneous municipal elections. In a consolidated election, decisions made by the County regarding resources, procedures and policies are based upon providing the same scope and level of service to all the participating jurisdictions and the City recognizes that such decisions are made for the benefit of the whole. The County agrees to consult in advance with the City regarding resources, procedures, and policies to assure compliance with the remainder of this Agreement. Nothing in this Exhibit A shall be deemed to repeal or impair the allocation of responsibility otherwise provided in the Agreement. Services the County will perform for the City include, but are not limited to:

- Ballot Layout and Design
- Ballot Printing
- Ballot Mailings
- Printing Optical Scan Ballots
- Program and Test Voting Equipment
- Program Electronic Voter Register
- Poll Worker Recruitment and Training
- Delivery of Supplies and Equipment
- Tabulate and Report Election Results to the City (the City will publish results on the City website)
- Provisional Ballot Verification
- Update Voter History Database
- Conduct Audits (as required)
- Conduct Recounts (as needed)
- Election Day Administrative Support

- Operation of one (1) city wide vote center (Exhibit C)

The City will provide the County Clerk with information, decisions, and resolutions and will take appropriate actions required for the conduct of the election in a timely manner.

The County will provide a good faith estimate for budgeting purposes (Exhibit B). Election costs are based upon the offices scheduled for election, the number of voters, and the number of jurisdictions participating. The City will be invoiced for its share of the actual costs of the elections which will not exceed the estimated rate in Exhibit B.

In the event of a state or county special election being held in conjunction with a municipal election, the scope of services and associated costs, and the method of calculating those costs, will remain unchanged. The costs will be divided between participating jurisdictions in a manner that is agreed upon by the jurisdictions involved.

**Exhibit B**

**2023 Municipal Elections  
Cost Estimate for Election Services**

Below is the good faith estimate for the upcoming *2023 Municipal Primary and General Elections* for Moab City. The City will be billed for actual costs for each election, according to the sum of ballots printed and mailed, transmitted or mailed overseas, or cast on a voting machine. The number of ballots printed and mailed, transmitted or mailed overseas, or cast on a voting machine will be determined by the actual number of ballots printed and/or transmitted, and official canvass results including votes cast provisionally (or otherwise) by voting machine.

**Cost Estimate Breakdown (based on 2,875 active registered voters, as of May 2023):**

Ballot Printing, Envelopes and Inserts	\$4,814.00	per election
Outgoing Process (postage)	\$5,727.00	per election
ES&S Programming, Audio and Layout	\$3,113.95	per election
<hr/>		
Total Cost Estimate (See following page for further detail)	\$13,654.95	per election

Vote recount, election system audit, election contest, or similar event: \$27.32/hr/per employee

In the event of a combined Grand County and Moab City ballot, parties agree to split evenly the above costs for each combined 2023 Municipal General Election ballot

**Description: Ballot Printing, Envelopes, and Inserts (per election, 2,875 active registered voters)**

1 page ballot, envelopes (carrier and return) and informational insert	\$1.34 per voter packet
Office ballots, envelopes, ballot test deck	\$211.50
Printer Set-Up and File Preparation Includes one round of artwork changes	\$500.00
National Change of Address (NCOA) Report Required by statute	\$250.00
<b>Subtotal</b>	<b>\$4,814.00</b>

**Description: Outgoing Process (per election, 2,875 active registered voters)**

Freight Charges (St. Cloud, MN to Provo) Metered first-class UPS	\$0.88 per voter packet
USPS Postage (Provo to Moab) Estimate based on 2022 General Election rates	\$0.46 per voter packet
USPS Local Ballot Return Postage Estimate based on 2022 Primary Election postage rate	\$1.63 per voter packet 40% usage
<b>Subtotal</b>	<b>\$5,727.00</b>

**Description: ES&S Coding, Audio and Layout (per election)**

**Coding:**

Equipment base charge (DS200 and ExpressVote)	\$1,200
Coding for ballot types, file setup, precincts, candidates	\$851.50

**Audio:**

Language setup, responses	\$400.00
Candidates/responses	\$72.00

**Layout:**

Voting machine screen layout	\$262.50
Ballot layout	\$43.70
Electronic Transfer Files and Media Burn	\$284.25

**Subtotal      \$3,113.95**

**Exhibit C**

**2023 Municipal Elections  
Vote Center**

<b>Polling and Voter Registration Location</b>	Grand County Clerk/Auditor's Office
<b>Ballot Drop Box</b>	Grand County Clerk/Auditor's Office Moab City Hall