
SALT LAKE CITY COUNCIL STAFF REPORT

DATE: July 6, 2007

SUBJECT: **Interlocal Agreement for Election Assistance Services from Salt Lake County**

AFFECTED COUNCIL DISTRICTS: Citywide

STAFF REPORT BY: Gary Mumford

ADMINISTRATIVE DEPT. AND CONTACT PERSON: Management Services
Chris Meeker

For many years, Salt Lake City has contracted for election services from the Salt Lake County Clerk's Office. Again the County is offering its election services, but at a significantly increased cost compared to prior municipal elections. The County's deadline for requesting its election services is July 16th. Since the City is not prepared to administer an election this year, Salt Lake City Administration is recommending that the City Council authorize the Mayor to sign the agreement for County election services. The Administration plans to follow up with the County to ensure that the cost is fair and allocated reasonably.

MATTERS AT ISSUE

Election administration has received a great deal of attention in the past several years. Salt Lake County has made numerous changes in its election processes. The County replaced its punch card machines with touch screen voting machines, doubled the number of poll workers at each location from three to six workers, and increased the amount of training required for poll workers. The proposed contract with the County Clerk's Office for election services is for \$429,343, which includes \$266,346 for costs of the County Clerk's Office and \$162,997 for poll workers stipends, ballot printing and location rent stipend. In the past, the City paid approximately \$175,000 for a city-wide punch card election.

Number of polling locations: The County Clerk's Office is recommending 69 polling locations, which is a reduction of 21 locations from Salt Lake City's past mayoral election. The County determined this recommendation based on historic voter turnout, parking lot capacity, and space available in each polling location for voting machines.

Poll workers' stipends and printing costs: Each polling location will have four judges, a manager, and a touch screen technician. The judges will receive a stipend of \$120 for the primary election and \$120 for the general election. The stipend includes attending a required three-hour training session. The manager and touch screen technician will receive a stipend of \$220 per day and must attend two three-hour training sessions. A rent stipend of \$50 is provided for use of the polling location. The cost for the stipends for each polling location is \$970 for the primary election and \$970 for the general election. The County Clerk calculates the cost of printing absentee and provisional ballots to be \$9,501 for the primary election and \$11,612 for the general election. The poll worker costs have substantially increased over prior municipal elections because previously three judges were all that

were required and stipends were \$65 per day. The County increased the stipend because of difficulty in recruiting competent poll workers and because of additional training required. Total poll worker and ballot printing costs are \$162,997. These costs will be administered by the County on a reimbursement basis from the City.

Allocation of County election services: Some of the County Clerk's election expenses are proposed to be allocated based on the number of active voters and some costs are proposed to be allocated based on the number of polling locations. An active voter is defined as someone who has voted within the past four years. Salt Lake City has 97,710 active voters or 22.5% of active voters countywide. Those costs to be allocated based on active voters are staffing expenses, supplies (including postage and non-ballot printing), and vehicle and equipment expenses. Salt Lake City's portion of these costs is \$219,090. Costs allocated based on the number of polling locations are delivery of voting equipment, equipment testing, and poll worker training. These costs for Salt Lake City are calculated by the County Clerk's Office to be \$47,256. (See schedule attached to the contract for detail breakdown of Salt Lake City's costs.)

Deadline date: The County Clerk's Office stated that it needs sufficient time to gear up for the election including recruiting and training election judges. If the County has not received a signed contract from cities by July 16th, it "will assume that you are handling your primary election on your own." The candidate filing period also ends on July 16th. The primary election will be held on September 11th.

Early voting, recounts, and audit of bond election: The County contract includes administration of early voting at the County Clerk's Office and any recounts or audit relating to a bond election. The Administration is tentatively planning to have early voting at the City & County Building or at a nearby City facility.

State reimbursement: Governor Huntsman ordered the election on the school voucher referendum to be put to the voters at the general municipal election. According to the Utah League of Cities & Towns, cities and towns will be responsible for only the costs that had already been included in the municipal budgets. However, exactly how state funding will be allocated has not been finalized. Therefore, at this time the County Clerk's Office is moving forward with the contracts for municipal elections as originally proposed before the voucher question was added to the ballot. The City's contract price is \$207,523 for the primary election and \$221,820 for the general election.

Countywide bond possibility: The County Council may add a zoo bond to the ballot. If this is added, election costs of the County Clerk's Office may be reallocated. Salt Lake City's director of management services has written the County Clerk requesting that costs be reallocated relating to a possible zoo bond or other issues that are placed on the ballot. A reallocation of costs could ensure that city residents are not paying for election costs of the unincorporated county area.

Additional election costs of City Recorder's Office: Salt Lake City is responsible for furnishing election system rovers. Each rover will be responsible to assist with set up of equipment at the voting locations on the day before the elections and to assist at polling locations on election days. Rovers will bring new equipment to a polling location to replace non-working equipment and respond to other needs as necessary. The County will provide training. Salt Lake City will need 12 rovers at a cost of \$1,000 for each rover (\$500 per election). Other Salt Lake City costs are included in the regular salaries of the City Recorder's Office.

City budget for election services: Salt Lake City budgeted \$300,000 for election costs which was an increase of \$125,000 from the prior citywide election budget. At the time that the fiscal year 2007-08 budget was adopted, there was considerable uncertainty relating to election costs and relating to state reimbursement of the statewide voucher issue to be added to the ballot. The actual payment to the County for election services is usually not due until after the November election. If the Council approves the resolution authorizing the Mayor to enter into the interlocal agreement, the Council should likely be prepared to appropriate additional funds during the year by budget amendment if additional funding proves necessary.

OPTIONS:

There are still unanswered questions regarding how the state will reimburse election costs relating to adding the school voucher item to the ballot. However, since the City is not prepared to handle its own election and since the deadline for contracting with the County is July 16th, the Council may wish to approve the resolution authorizing the Mayor to contract with the County for election services with the understanding that more answers will be forthcoming.

The Administration will explore options for future election. In addition to touch screen ballots, current state law allows municipal elections to be conducted using paper ballots or optical scan ballots. Mail in ballots may be feasible, but this option would require the Legislature to approve a change. Salt Lake County will apparently not assist Salt Lake City if the City does not use electronic ballots. Possible changes to federal requirements may also impact future elections and their costs.

POTENTIAL MOTION:

If the Council decides to proceed with the contract with the County for election services, the Council may wish to consider the following motion.

["I move that the Council"] **Adopt a resolution authorizing the Mayor to sign an Interlocal Agreement with Salt Lake County to administer election services for the 2007 municipal election.**

SALT LAKE CITY CORPORATION
DEPARTMENT OF MANAGEMENT SERVICES
CITY RECORDER

Council Transmittal Letter

Steve L. Laurelli for Lyn Creswell
To: Lyn Creswell, Chief Administrative Officer

Date: June 27, 2007

From: Chris Meeker, Acting City Recorder *Chris Meeker*

Re: Authorizing the Mayor to sign an interlocal agreement with Salt Lake County Election Clerk to provide election service for the 2007 Municipal Election

Staff Contacts: Chris Meeker, Acting City Recorder, at 535-6223 or Chris.Meeker@slcgov.com.

Sonya Kintaro, Elections Coordinator, at 535-6225 or Sonya.Kintaro@slcgov.com

Recommendation: That the City Council hold a briefing and place the item on the formal agenda for action the same day

Document Type: Resolution authorizing the Mayor to sign an Interlocal Agreement with Salt Lake County to administer election services for the 2007 Municipal election.

Budget Impact: \$429,342.64 from the General Fund to pay Salt Lake County to administer election services for the Municipal Election of 2007.

Background/Discussion

In 2002, the US Congress passed the Help America Vote Act, which required that all states receiving federal funding for elections improve access for voters, replace their punch card election systems, improve voter education and poll worker training, and improve access for voters with disabilities. Salt Lake County responded and made changes to the election process which have increased the cost of administering an election significantly. The votamatic punch card machine was replaced with new touch screen voting machines. This change prompted the need for more poll workers at each voting location and more training for each worker.

In an analysis of advantages and disadvantages by Salt Lake City staff presented to the City Council on May 15, 2007, the use of the electronic ballots was found to be the most economical and timely of the options for the 2007 municipal election.

RESOLUTION NO. _____ OF 2007
AUTHORIZING THE APPROVAL OF AN
INTERLOCAL COOPERATION AGREEMENT BETWEEN
SALT LAKE CITY CORPORATION (CITY RECORDER'S OFFICE) AND
SALT LAKE COUNTY, UTAH (COUNTY CLERK ELECTION'S DIVISION)

WHEREAS, Title 11, Chapter 13, Utah Code Ann., 1953, allows public entities to enter into cooperative agreements to provide joint undertakings and services; and

WHEREAS, the attached agreement has been prepared to accomplish said purposes;

THEREFORE, BE IT RESOLVED by the City Council of Salt Lake City, Utah, as follows:

1. It does hereby approve the execution and delivery of the following:

AN INTERLOCAL COOPERATIVE AGREEMENT BETWEEN SALT LAKE CITY CORPORATION (CITY RECORDER'S OFFICE) AND SALT LAKE COUNTY, UTAH (COUNTY CLERK ELECTION'S DIVISION) REGARDING THE COUNTY PROVIDING ELECTION ASSISTANCE SERVICES TO THE CITY.

2. Ross C. "Rocky" Anderson, Mayor of Salt Lake City, Utah, or his designee, is hereby authorized to approve said agreement on behalf of Salt Lake City Corporation, subject to such minor changes that do not materially affect the rights and obligations of the City thereunder and as shall be approved by the Mayor, his execution thereof to constitute conclusive evidence of such approval.

Passed by the City Council of Salt Lake City, Utah, this _____ day of _____, 2007.

SALT LAKE CITY COUNCIL

By: _____
CHAIRPERSON

ATTEST:

CHIEF DEPUTY CITY RECORDER

APPROVED AS TO FORM:

Boyd Ferguson
SENIOR CITY ATTORNEY

HB_ATT-#344-v1-Resolution_re_interlocal_with_county_re_election_services.DOC

Approved as to form and compliance
with applicable law:

Boyd Ferguson
Senior City Attorney
Date: 7-2-07

SALT LAKE COUNTY

By _____
Mayor Peter Corroon or Designee

STATE OF UTAH)
 :SS
County of Salt Lake)

On this ____ day of _____, 2007, personally appeared before me _____,
who being duly sworn, did say that (s)he is the _____ of Salt Lake County, Office of
Mayor, and that the foregoing instrument was signed on behalf of Salt Lake County, by authority
of law.

[SEAL]

NOTARY PUBLIC
Residing in Salt Lake County, Utah

Approved as to form and compliance
with applicable law:

J. A. M.
Salt Lake County Deputy District
Attorney
Date: 06/06/2007

**INTERLOCAL COOPERATION AGREEMENT
BETWEEN
SALT LAKE CITY CORPORATION
CITY RECORDER'S OFFICE
AND
SALT LAKE COUNTY
COUNTY CLERK ELECTION'S DIVISION**

THIS AGREEMENT is made and entered into the _____ day of _____, 2007, by and between SALT LAKE CITY CORPORATION ("City"), and SALT LAKE COUNTY, a political subdivision of the State of Utah ("County"), on behalf of the Salt Lake County Clerk's Office, Elections Division.

WITNESSETH:

WHEREAS, the County desires to provide the services of its Clerk's office, Elections Division, to the City for the purpose of assisting the City in conducting the City's 2007 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. County shall provide election services to the City commencing on the date this Agreement is executed, and terminating on January 1, 2008. The term of this Agreement may be extended by mutual agreement in writing signed by all parties. Either party may cancel this Agreement upon thirty (30) 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. The services to be provided by the Salt Lake County Clerk's Office, Elections Division shall be to assist the City in conducting its primary municipal election to be held on Tuesday, September 11, 2007 and its general municipal election to be held on Tuesday, November 6, 2007, which services shall include but are not limited to:
 - A. Assist the City in establishing polling places for voting precincts.

- B. Provide voting equipment, ballot boxes, ballots, paraphernalia, and all other necessary supplies for each established polling place.
- C. Select, train and issue payment to poll workers and alternate poll workers as required by law for each polling place established. The City shall have final approval of the poll worker appointments.
- D. Provide training for "Rovers" hired by the City to provide technical support on Election Days.
- E. Provide the necessary voter registration lists for all polling locations.
- F. Provide the County tabulation equipment and the qualified and trained County personnel to operate the same.
- G. Provide the County computer equipment and necessary personnel to tabulate the votes.
- H. Provide the use of County security personnel for security during the ballot counting and tabulation process.
- I. Provide sufficient personnel to deliver, process, count and tabulate the ballots on the night of the primary and general municipal elections.
- J. Distribute and process all absentee ballots.
- K. Distribute and process all provisional ballots.
- L. Prepare and deliver the election returns to the City of the votes cast at the primary and general municipal elections to enable the City to canvass the returns and declare the results.
- M. Provide Council Boundary Maps with voting precincts for each Council District to the City Recorder's office for distribution to each citizen who files a declaration of candidacy. The City shall reimburse the County for the costs incurred for these maps.
- N. Such other services as required by the City to conduct its 2007 primary and general municipal elections.

3. The County and the City understand and agree that the 2007 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. County agrees to work with the City in complying with all legal requirements for the conduct of these elections and shall conduct these elections pursuant to the direction of the City. County agrees to disclose and maintain election results through its website merely as a courtesy and convenience to 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. For such services, the City shall pay the County a fee of **four hundred twenty nine thousand three hundred forty two dollars and 64/100 (\$429,342.64)**. The items and rates are outlined in Exhibit "A," Schedule of Fees, attached to and by reference made a part of this Agreement. If the costs and expenses for conducting the elections increase to an excess of the amount, then the County and the City shall amend this Agreement to reflect the increase in the fee. 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. For such consideration, the County shall furnish all materials, labor and equipment to complete the requirements and conditions of this Agreement.

5. The City and the County are governmental entities and subject to the Governmental Immunity Act of Utah, Utah Code Ann. §§ 63-30d-1, et seq. ("Act"). Subject to the provisions of the Act, each of 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 or 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.

6. If this Agreement is canceled by the City as provided herein, the City shall pay the County on the basis of the actual services satisfactorily performed according the terms of this Agreement and Exhibit "A." 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 in Exhibit "A."

7. The County, as part of the consideration herein, shall comply with all applicable federal, state and county laws governing elections.

8. 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.

9. 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) Except as otherwise specifically provided herein, 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.
10. This Agreement may be executed in counterparts by the City and the County.
11. This Agreement shall be governed by the laws of the State of Utah both as to interpretation and performance.
12. This Agreement embodies the entire agreement between the parties and shall not be altered except in writing signed by both parties.

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

SALT LAKE CITY CORPORATION

By _____
Mayor

[SEAL]

Attest:

Chief Deputy City Recorder

Approved as to form and compliance
with applicable law:

Boyd Ferguson
Senior City Attorney
Date: 7-2-07

SALT LAKE COUNTY

By _____
Mayor Peter Corroon or Designee

STATE OF UTAH)
 :SS
County of Salt Lake)

On this ____ day of _____, 2007, personally appeared before me _____,
who being duly sworn, did say that (s)he is the _____ of Salt Lake County, Office of
Mayor, and that the foregoing instrument was signed on behalf of Salt Lake County, by authority
of law.

[SEAL]

NOTARY PUBLIC
Residing in Salt Lake County, Utah

Approved as to form and compliance
with applicable law:

J. A. R.
Salt Lake County Deputy District
Attorney
Date: 06/06/2007

SALT LAKE CITY				
Total Active Voters	97,710			
Total Regular Precincts	156			
Total Polling Locations	69			
TITLE	ITEMIZED DESCRIPTION	PRIMARY	GENERAL	TOTAL
STAFFING EXPENSES				
	Merit Staff	\$23,200.07	\$28,355.64	\$51,555.70
	Security	\$741.27	\$741.27	\$1,482.54
	Temporary Staffing	\$21,809.68	\$26,656.27	\$48,465.95
	Overtime	\$6,215.18	\$7,596.33	\$13,811.51
	Election Night Workers	\$699.76	\$699.76	\$1,399.52
	Information Services	\$7,825.26	\$7,825.26	\$15,650.53
	Total	\$60,491.22	\$71,874.53	\$132,365.75
PRINTING, POSTAGE & SUPPLIES				
	Non-Ballot printing	\$17,385.58	\$17,385.58	\$34,771.16
	Postage	\$20,372.19	\$20,372.19	\$40,744.38
	Supplies	\$4,739.10	\$4,739.10	\$9,478.20
	Total	\$42,496.87	\$42,496.87	\$84,993.73
VEHICLE & EQUIPMENT EXPENSES				
	Vehicle Rental	\$682.02	\$682.02	\$1,364.05
	Fuel	\$113.38	\$113.38	\$226.77
	Equipment Rental	\$69.83	\$69.83	\$139.66
	Total	\$865.23	\$865.23	\$1,730.47
EQUIPMENT SPECIFIC EXPENSES				
	Delivery of Voting Equipment	\$4,554.00	\$4,554.00	\$9,108.00
	Equipment Testing	\$6,930.00	\$6,930.00	\$13,860.00
	Poll Worker Training	\$12,144.00	\$12,144.00	\$24,288.00
	Total	\$23,628.00	\$23,628.00	\$47,256.00
TOTALS PER ELECTION		\$127,481.32	\$138,864.63	\$266,345.95
OTHER ESTIMATED COSTS				
	Public Notices	\$3,610.76	\$4,413.15	\$8,023.90
	Touch Screen Tech. \$220			
	Poll Manager \$220			
	Receiving Judge \$120			
	Poll Book Judge \$120			
	Ballot Judge \$120			
	Provisional Judge \$120			
	Total Per Location \$920			
	Poll Worker Stipends (920 per location)	\$63,480.00	\$63,480.00	\$126,960.00
	Polling Location Stipends	\$3,450.00	\$3,450.00	\$6,900.00
	Ballot Printing	\$9,500.75	\$11,612.03	\$21,112.78
	Total	\$80,041.51	\$82,955.18	\$162,996.68
GRAND TOTAL		\$207,522.83	\$221,819.81	\$429,342.64