

# M E M O R A N D U M

**DATE:** April 21, 2009  
**TO:** City Council Members  
**FROM:** Jennifer Bruno, Budget and Policy Analyst  
**RE:** Interlocal Agreement with Salt Lake County for 2009 Municipal Elections

**Key Elements**

- A. Attached is a resolution authorizing the Mayor to sign an Interlocal Agreement with Salt Lake County for election services for the 2009 Municipal Election.
- The elections currently scheduled for calendar year 2009 are the primary and general elections for Council Districts 1, 3, 5, and 7.
  - The attached interlocal agreement allows for the City to add on a city-wide general obligation bond election for a proposed Salt Lake City Public Safety Complex. *The Administration is finalizing the proposal for the Public Safety Complex, and has indicated they will forward a proposal to the Council shortly. The Council has the final authority to place this issue on the ballot for a City-wide vote.*
  - The interlocal does not provide for any financial penalties if the City Council decides not to include a GO Bond on the 2009 election.
- B. The County has provided a not-to-exceed cost of both scenarios (with and without a GO Bond vote). Costs are calculated on a per-registered-voter basis, based on registered voters in the 2007 election. The cost breakdown is as follows:

	Number of Registered Voters	Primary Election Costs		General Election Costs		Total Costs
		Cost Per Voter	\$	Cost Per Voter	\$	
<i>Regularly-scheduled 2009 Elections</i>						
Council District 1	10,093	\$ 2.12	\$ 21,397	\$ 2.27	\$ 22,911	\$ 44,308
Council District 3	17,597	\$ 2.12	\$ 37,306	\$ 2.27	\$ 39,945	\$ 77,251
Council District 5	16,006	\$ 2.12	\$ 33,933	\$ 2.27	\$ 36,334	\$ 70,266
Council District 7	16,927	\$ 2.12	\$ 35,885	\$ 2.27	\$ 38,424	\$ 74,310
<b>Total - Regularly-scheduled elections only</b>	<b>60,623</b>		<b>\$ 128,521</b>		<b>\$ 137,614</b>	<b>\$ 266,135</b>
<b>City-wide GO Bond Election - portion</b>	<b>105,593</b>	<i>n.a.</i>	<i>n.a.</i>	\$ 2.27	\$ 239,696	<b>\$ 239,696</b>
<b>Total Election Costs - without City-wide GO Bond Election</b>	<b>60,623</b>	\$ 2.12	\$ 128,521	\$ 2.27	\$ 137,614	<b>\$ 266,135</b>
<b>Total Election Costs - with City-wide GO Bond Election</b>	<b>105,593</b>	\$ 2.12	\$ 128,521	\$ 2.27	\$ 239,696	<b>\$ 368,217</b>

- C. The total cost for the election without a City-wide GO Bond election (60,623 registered voters) is not to exceed \$266,135.
- D. The total cost for the election with a City-wide GO Bond election (105,593 registered voters) is not to exceed \$368,217.
- The Administration has indicated that the extra \$102,082 in election expenses could be reimbursed with bond proceeds should the GO Bond be successful.
  - The Administration has indicated that the Mayor's proposed budget for FY 2010 will include both the "base elections" cost and a line item for the GO

Bond election cost. If the Council decided not to include the Public Safety Building bond on the November ballot, the Council could cut the \$102,082 from the FY 2010 budget.

- The budget for the cost of election is included in the City's Non-Departmental budget.

E. The costs for the 2007 City-wide election was \$429,343. The not-to-exceed amount for FY 2010 (assuming another city-wide election due to the bond) would be \$61,126 less than the 2007 election amount. The County has indicated that this is due to operating efficiencies that they have realized since that time.

### **Background on Interlocal Agreements that come to the Council**

Changes to the Interlocal Cooperation Act by the 2003 Legislature allow the Mayor to execute interlocal agreements without approval of the City Council except when the interlocal agreement includes any of the following:

- Acquires or transfers real property
- Construction of a facility or improvements to real property
- Bonding
- Sharing taxes or other revenue
- Agreements that includes an out-of-state public agency
- Agreements that require budget adjustments to the City's current or future budgets
- Creation of an interlocal agency

This interlocal agreement was forwarded to the City Council since it requires budget adjustments to the City's future budget (FY 2010).

LYN CRESWELL  
DIRECTOR

# SALT LAKE CITY CORPORATION

DEPARTMENT OF MANAGEMENT SERVICES  
City Recorder

RALPH BECKER  
MAYOR

  
David Everitt, Chief of Staff

## CITY COUNCIL TRANSMITTAL



Date Received: \_\_\_\_\_  
Date Sent to Council: 04/07/2009

TO: Salt Lake City Council  
Carlton Christensen, Chair

DATE: March 30, 2009

FROM: Lyn Creswell, Management Services Director



SUBJECT: Resolution authorizing the Mayor to sign an Interlocal Agreement with Salt Lake County to administer election services for the 2009 Municipal Election.

STAFF CONTACT: Chris Meeker, City Recorder, at 801-535-6223 or [chris.meeker@slcgov.com](mailto:chris.meeker@slcgov.com)  
Sonya Kintaro, Elections Coordinator, at 801-535-6225 or [sonya.kintaro@slcgov.com](mailto:sonya.kintaro@slcgov.com)

DOCUMENT TYPE: Briefing, Resolution and Interlocal Cooperation Agreement.

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

BUDGET IMPACT: The Salt Lake County Clerk's estimates are based on the 2007 invoiced costs and past experience and lessons. The Primary and General Elections cost are based on a cost per voter as shown below in the 2009 Election Estimate provided by the Salt Lake County Clerk. The City will be invoiced for its pro-rata share of the actual costs of the elections which will not exceed the County Clerk's estimate.

The cost for the 2007 City-wide Election was \$429,342.64 and the estimated cost for the 2009 election with the Public Safety Building Bond is \$368,216.87 a difference of \$61,125.77.

**Primary Election:** Registered voters x cost per voter if all four Council Districts have a Primary

	Number of Registered Voters	Cost per Voter	Cost Estimate
Council District 1	10,093	\$2.12	\$21,397.16
Council District 3	17,597	\$2.12	\$37,305.64
Council District 5	16,006	\$2.12	\$33,932.72
Council District 7	16,927	\$2.12	\$35,885.24
<b>TOTAL</b>	<b>60,623</b>		<b>\$128,520.76</b>

**General Election:**

	Number of Registered Voters	Cost per Voter	Cost Estimate
<b>with</b> Public Safety Building Bond:	105,593	\$2.27	\$239,696.11
<b>without</b> Public Safety Building Bond:	60,623	\$2.27	\$137,614.13
Total Cost Estimate for both Elections <b>w Pub. Safety</b>			\$368,216.87
Total Cost Estimate for both Elections <b>w/o Pub. Safety</b>			\$266,134.89

BACKGROUND/DISCUSSION: Four City Council Districts (1, 3, 5 and 7) are due for election in 2009 along with a potential bond proposal for a new Public Safety Building to house Police and Fire Administration and other central services for both departments.

RESOLUTION NO. \_\_\_\_\_ OF 2009

Authorizing the approval of an interlocal cooperation agreement between Salt Lake City Corporation (City Recorder's Office) and Salt Lake County (County Clerk Election's Division) regarding the County providing election assistance services to the City

WHEREAS, Title 11, Chapter 13, Utah Code Ann., 1953 allows public entities to enter into cooperative agreement 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 herby approve the execution and delivery of the following:

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

2. Ralph Becker, Mayor of Salt Lake City, Utah or his designee is herby authorized to approve said agreement of 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 \_\_\_\_\_, 2009

SALT LAKE CITY COUNCIL

By: \_\_\_\_\_  
CHAIRPERSON

APPROVED AS TO FORM:

  
Salt Lake City Attorney's Office

**INTERLOCAL COOPERATION AGREEMENT  
BETWEEN**

**SALT LAKE CITY**

**-AND-**

**SALT LAKE COUNTY on behalf of the  
COUNTY CLERK ELECTION'S DIVISION**

THIS AGREEMENT is made and entered into the \_\_\_\_\_ day of \_\_\_\_\_, 2009, by and between Salt Lake 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 2009 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, 2010. 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. **Scope of Work.** The services to be provided by the Salt Lake County Clerk's Office, Elections Division shall be as set forth in the Scope of Work, attached hereto and incorporated by reference as Exhibit "A." Generally, the County Clerk shall perform all elections administration functions as set forth in Exhibit "A" and as needed to ensure implementation of the City's 2009 primary and general municipal elections.

3. **Legal Requirements.** The County and the City understand and agree that the 2009 primary and general municipal elections 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. **Cost.** In consideration of the services performed under this Agreement, the City shall pay the County an amount not to exceed the estimate given to the City by the County. 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 days of receiving it. The invoice shall contain a summary of the costs of the election and shall provide the formula for allocating the costs among the issues and jurisdictions participating in the elections. 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.

5. **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, 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. **Election Records.** The City shall maintain and keep control over all records created pursuant to this Agreement and to the elections relevant to this Agreement. The City shall respond to all new record requests for the public records related this Agreement and the underlying elections that the City possesses and shall retain all election records consistent with the Government Records Access and Management Act, Utah Code Ann. §§ 63G-2-101 – 901 and all other applicable local, state and federal laws.

7. **Service Cancellation.** If this 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.

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

9. **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.

10. **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.

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



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

13. **Integration.** This Agreement embodies the entire agreement between the parties relating to the subject matter of this agreement 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.

By \_\_\_\_\_

[SEAL]

Attest:

\_\_\_\_\_  
City Recorder

Approved as to form and compliance  
with applicable law:

Boyd Ferguson  
Senior City Attorney  
Date: 4-1-09

SALT LAKE COUNTY

By \_\_\_\_\_  
Mayor Peter Corroon or Designee

STATE OF UTAH )  
  :SS  
County of Salt Lake )

On this \_\_\_\_ day of \_\_\_\_\_, 2009, 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:

\_\_\_\_\_  
Salt Lake County Deputy District  
Attorney  
Date: \_\_\_\_\_

**Exhibit "A"**  
**2009 Municipal Elections**  
**Scope of Work**

The County shall provide to the City with an Official Register as required by Utah Code Ann. § 20-5-401, U.C.A. (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 agrees to consolidate all elections administration functions and decisions in the County Clerk to ensure the successful conduct of multiple, simultaneous municipal elections.

Services the County will perform include, but are not limited to:

- Ballot layout and design
- Ballot ordering and printing
- Machine programming and testing
- Polling place and poll worker selection and assignment
- Delivery of supplies and equipment
- Provision of all supplies
- Absentee Ballot administration
- Early Voting administration
- Updating state and county websites
- Tabulating, reporting and canvassing election results
- Conducting recounts as needed
- All notices and mailings required by law (except those required by Utah Code Ann. § 20A-9-203)
- Direct payment of all costs associated with the election to include poll workers, polling places, rovers.

The County will provide a good faith estimate, for budgeting purposes, of the costs the city's election based upon the offices scheduled for election, the number of voters and the assumption of city wide primaries.

The City will be invoiced for its pro-rata share of the actual costs of the elections which will not exceed the Clerk's estimate provided for budgeting purposes.

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 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.

**Exhibit "A"**  
**2009 Municipal Elections**  
**Scope of Work**

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**Sherrie Swensen**

*Salt Lake County Clerk*

**Jason Yocom**

*Chief Deputy Clerk*



**2009 Election Estimate  
Salt Lake City**

March 11, 2009

Below you will find a good faith estimate for your upcoming **2009 Municipal Election**. Your city will be billed for actual costs, which are anticipated to be less than the estimate.

Assumptions for providing this estimate consist of the following:

- A. Cost per voter is based on the 2007 invoiced amount
- B. Assumed city wide primary
- C. Assumed city wide general
- D. Estimate formula:

<b>Number of Registered Voters</b>	<b>2009 Offices</b>	<b>Cost Per Voter Primary</b>	<b>Cost Per Voter General</b>	<b>Complete 2009 Estimate</b>
10,093	Council District 1	\$2.12	\$2.27	\$368,216.87
17,597	Council District 3			
16,006	Council District 5			
16,927	Council District 7			
105,593	Public Service Building Bond Election			

Registered voters x cost per voter (P)	= \$128,520.76
Registered voters x cost per voter (G)	+ <u>239,696.11</u>
	\$368,216.87 Cost Estimate

Should you have any questions or require additional information, please contact Salt Lake County Elections Director, Scott Konopasek at (801) 468-3470.