

*Wendover City*

*2021 MUNICIPAL ELECTION AGREEMENT*

*This Agreement is made and entered into this 31 day of March, 2021 by and between Tooele County, a body politic of the State of Utah, hereinafter referred to as "County," and the Wendover City, a body politic of the State of Utah, hereinafter referred to as "Entity".*

*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 Entity in holding its Primary (if required) and General Elections in 2021 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 Entity for the Primary Election in August 2021, if required, and for the General Election in November 2021, the following:*
  - a. Program and test ballot files;*
  - b. Provide electronic ballot files for Optical Scan Ballot printing;*
  - c. Provide information systems assistance which includes, but is not necessarily limited to election programming, tabulation, programmer and technician, and elections results reports.*
  - d. Determine number of Optical Scan ballots to be printed and mailed to each active voter in Entity;*
  - e. Provide preparation and personnel for the public demonstration of the tabulation equipment;*
  - f. Publish all legal notices which include, but are not necessarily limited to election notice, candidate filing, polling locations and ballots, canvass notice, audit notice (if applicable);*
  - g. Post link to state's posting of candidate profiles and ballot issues on county website, as well as financial reports (if applicable);*


- h. *Conduct an election audit.*
2. *Entity 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 posting on county and statewide data base;*
  - c. *Provide County with ballot information which includes, but is not necessarily limited to, races, candidates and ballot issues;*
  - d. *Proof and approve ballot formats;*
  - e. *Pay County for printing optical scan ballots, envelopes and other printed materials;*
  - f. *Conduct election canvass;*
  - g. *Perform all other election related duties and responsibilities not outlined in this Agreement;*
  - h. *Reimburse County for election workers, to include Clerk's office personnel, poll workers, IT personnel, etc.*
3. *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.*
4. *Entity 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 here of as Exhibit "A". The payment shall be made within thirty (30) day of receiving the final invoice prepared by the County.*
5. *This Agreement shall be effective as of the date of execution by all parties.*
6. *This Agreement shall continue in effect until December 31, 2021.*
7. *The individual 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.*
8. *This Agreement does not create a new interlocal entity.*
9. *This undertaking shall be jointly administered by the Wendover City and the Tooele County Clerk.*

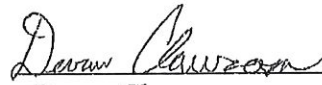
*In the event of a state or county special election being held in conjunction with a municipal election, the scope of services and associated costs, and the method of calculating those costs will remain unchanged.*

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

TOOELE COUNTY

Wendover City

  
Marilyn K. Gillette  
Tooele County Clerk

  
Devan Clawson  
Recorder

