

## 2023 INTERLOCAL ELECTION AGREEMENT LAKE POINT CITY

AGREEMENT dated this 25th day of April, 2023, by and between Tooele County ("County") and Lake Point City ("City"), both being political subdivisions of the State of Utah.

WHEREAS, state law requires municipalities, towns and local districts to hold elections each odd-numbered year; and


WHEREAS, County has the equipment and resources needed to conduct such elections, and is willing to make such equipment and resources available to assist City in its 2023 elections;

NOW THEREFORE, the parties mutually agree as follows:

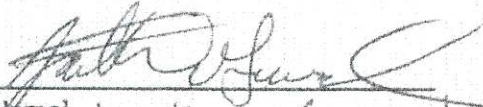
1. For the primary (if applicable) and general elections in 2023, County agrees to:
  - provide program and test ballot files;
  - provide electronic ballot files for optical scan ballot printing;
  - provide information systems assistance, including election programming, tabulation, programmer and technician services, and elections results reports;
  - determine the number of optical scan ballots to be printed and mailed;
  - conduct the public demonstration of the tabulation equipment;
  - publish county-level legal notices, including notices of polling locations and sample ballots, audit notices, and any other required notices;
  - post on the County website a link to the State's posting of candidate profiles, ballot issues, and financial reports, if applicable; and
  - conduct an election audit.
  
2. For the primary (if applicable) and general elections in 2023, City agrees to:
  - timely provide ballot information for candidate filings and ballot issues, if applicable;
  - publish municipal-level legal notices including election notices, candidate filing notices, canvass notices, and any other required notices;
  - proof and approve ballot formats;
  - according to the estimates in Exhibit A, pay County for costs and labor arising from city-specific ballot races and issues.
  
3. For the primary (if applicable) and general elections in 2023, both parties agree to conduct the election according to applicable statutes, rules, executive orders, and policies of the Lieutenant Governor as the Chief Elections Officer.

4. This term of this Agreement is April 1, 2023, through December 31, 2023, unless sooner terminated by the mutual agreement of the parties.
5. This Agreement shall be jointly administered by the Tooele County Clerk and the Lake Point City Recorder. This Agreement does not create an interlocal entity or provide for any organizational changes to the parties. Each party shall independently budget for and provide for all costs associated with their respective duties set forth herein.
6. The parties do not intend to acquire or dispose of any real or personal property pursuant to this Agreement. All ballots shall be handled and disposed of as provided by state law, and all other equipment shall be kept and maintained by the party that acquired it.


TOOELE COUNTY:

  
\_\_\_\_\_  
James A. Welch  
County Manager


LAKE POINT CITY:

  
\_\_\_\_\_  
[Name] Jonathan Garrard  
Council Chair

APPROVED AS TO FORM:

  
\_\_\_\_\_  
Colin Winchester  
Deputy County Attorney

ATTEST:

  
\_\_\_\_\_  
[Name] Rob Patterson  
Lake Point City Attorney

ATTEST:


  
\_\_\_\_\_  
Jamie Olson  
Lake Point City Recorder

Exhibit A

| Estimated Election Costs   |  |
|--|--|
| Estimated per ballot cost  | \$2/ballot   |
| Estimated # of registered voters as of 4/21/2023   | 1,553  |
| Total estimated cost per election:   | \$2 x 1,553 = \$3,106  |
| Total estimated cost for Primary (if applicable) and General Elections:<br>Costs would be shared with NTFD and LPID, as they share a ballot face with all Lake Point precincts | \$3,106 x 2 elections = \$6,212<br>(evenly divided cost with NTFD & LPID unless election is cancelled) |