



Resolution 07-02-2022

A Resolution Approving an Interlocal Agreement between Utah County and Santaquin City Regarding Ballot Drop Boxes

WHEREAS, pursuant to the provisions of the Interlocal Cooperation Act (“Act”), Title 11, Chapter 13, Utah Code, public agencies, including political subdivisions of the State of Utah as therein defined, are authorized to enter into written agreements with one another for joint or cooperative action; and

WHEREAS, pursuant to the Act, the parties desire to work together through joint and cooperative action that will benefit the residents of both Utah County and Santaquin City; and

WHEREAS, the parties to this Agreement are public agencies as defined in the Act; and

WHEREAS, Utah County and Santaquin City, in an effort to effectively and efficiently administer elections, desire to provide voters within Utah County and Santaquin City a convenient ballot drop box as an option for the voters to submit ballots during elections; and

WHEREAS, it is to the mutual benefit of both Utah County and Santaquin City to enter into an agreement providing for the parties’ joint efforts to provide for the election ballot drop box; and

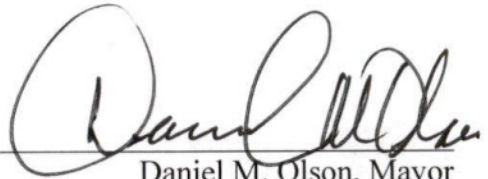
WHEREAS, Santaquin City, at the direction of Utah County, purchased and had installed a Surveillance Camera pursuant to HB 313 that required every municipality to maintain 24/7 camera footage of the ballot drop box; and

WHEREAS, Santaquin City did pay for the purchase of equipment and installation of the ballot drop box surveillance camera for the amount of \$1,428.00, as invoiced by Alarm Control Systems, Inc.;

NOW THEREFORE, be it resolved by the Santaquin City Council as follows:

1. The Interlocal Agreement between Utah County and Santaquin City titled “Interlocal Cooperation Agreement Between Utah County and Santaquin Regarding Election Ballot Drop Boxes,” a copy of which is attached hereto, is hereby approved.
2. The Mayor is authorized to execute the aforementioned Agreement and to take all actions necessary to effectuate said Agreement and the terms and conditions set forth therein.
3. This Resolution shall be effective upon approval.

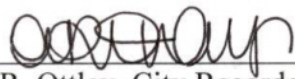
Adopted and approved this 19th day of July, 2022.


Daniel M. Olson, Mayor



Councilmember Art Adcock	Voted <u>YES</u>
Councilmember Elizabeth Montoya	Voted <u>YES</u>
Councilmember Lynn Mecham	Voted <u>YES</u>
Councilmember Jeff Siddoway	Voted <u>YES</u>
Councilmember David Hathaway	Voted <u>YES</u>

ATTEST:


Amalie R. Ottley, City Recorder

**INTERLOCAL COOPERATION AGREEMENT BETWEEN UTAH COUNTY
AND SANTAQUIN
REGARDING ELECTION BALLOT DROP BOXES**

THIS IS AN INTERLOCAL COOPERATION AGREEMENT (Agreement), made and entered into by and between Utah County, a political subdivision of the State of Utah, and Santaquin, a Utah municipality and political subdivision of the State of Utah, hereinafter referred to as CITY.

WITNESSETH:

WHEREAS, pursuant to the provisions of the Interlocal Cooperation Act (“Act”), Title 11, Chapter 13, Utah Code, public agencies, including political subdivisions of the State of Utah as therein defined, are authorized to enter into written agreements with one another for joint or cooperative action; and

WHEREAS, pursuant to the Act, the parties desire to work together through joint and cooperative action that will benefit the residents of both Utah County and CITY; and

WHEREAS, the parties to this Agreement are public agencies as defined in the Act; and

WHEREAS, Utah County and CITY, in an effort to effectively and efficiently administer elections, desire to provide voters within Utah County and CITY a convenient ballot drop box as an option for the voters to submit ballots during elections; and

WHEREAS, it is to the mutual benefit of both Utah County and CITY to enter into an agreement providing for the parties’ joint efforts to provide for the election ballot drop box.

NOW, THEREFORE, the parties do mutually agree, pursuant to the terms and provisions of the Act, as follows:

Section 1. EFFECTIVE DATE; DURATION

This Agreement shall become effective and shall enter into force, within the meaning of

the Act, upon the submission of this Agreement to, and the approval and execution thereof by Resolution of the governing bodies of each of the parties to this Agreement. The term of this Agreement shall be from the effective date hereof until the cooperation agreement is terminated but is no longer than 50 years from the date this agreement is effective. This Agreement shall not become effective until it has been reviewed and approved as to form and compatibility with the laws of the State of Utah by the Utah County Attorney and the attorney for CITY. Prior to becoming effective, this Agreement shall be filed with the person who keeps the records of each of the parties.

Section 2. ADMINISTRATION OF AGREEMENT

The parties to this Agreement do not contemplate nor intend to establish a separate legal entity under the terms of this Agreement. The parties hereto agree that, pursuant to Section 11-13-207, Utah Code, Utah County, by and through the Utah County Clerk/Auditor Elections Division, shall act as the administrator responsible for the administration of this Agreement. The parties further agree that this Agreement does not anticipate nor provide for any organizational changes in the parties. The administrator agrees to keep all books and records in such form and manner as Utah County shall specify and further agrees that said books shall be open for examination by the parties hereto at all reasonable times. Except as specifically provided for herein, the parties agree that they will not acquire, hold nor dispose of real or personal property pursuant to this Agreement during this joint undertaking.

Section 3. PURPOSES

This Agreement has been established and entered into between the parties to provide voters within Utah County and CITY a convenient election ballot drop box as an option for voters to submit ballots during elections.

Section 4. RESPONSIBILITIES

The parties agree to fulfill the responsibilities and duties as contained in Exhibit A which is attached hereto and by this reference is incorporated herein for the provision of an election ballot drop box(es).

Section 5. METHOD OF TERMINATION

This Agreement will automatically terminate at the end of its term herein, pursuant to the provisions of section one (1) of this Agreement. Prior to the automatic termination at the end of the term of this Agreement, any party to this Agreement may terminate the Agreement sixty days after providing written notice of termination to the other party. Should the Agreement be terminated prior to the end of the stated term, the Parties agree to bring current, prior to termination, any financial obligation contained herein.

Section 6. INDEMNIFICATION

The parties to this Agreement are political subdivisions of the State of Utah. The parties agree to indemnify and hold harmless the other for damages, claims, suits, and actions arising out of a negligent error or omission of its own officials or employees in connection with this Agreement. It is expressly agreed between the parties that the obligation to indemnify is limited to the dollar amounts set forth in the Utah Governmental Immunity Act, Section 63G-7-604.

Section 7. FILING OF INTERLOCAL COOPERATION AGREEMENT

Signed copies of this Agreement shall be placed on file in the office of the County Clerk/Auditor of Utah County and with the official keeper of records of CITY and shall remain on file for public inspection during the term of this Agreement.

Section 8. ADOPTION REQUIREMENTS

This Agreement shall be (a) approved by Resolution of the governing body of each of the

parties, (b) executed by a duly authorized official of each of the parties (c) submitted to and approved by an Authorized Attorney of each of the parties, as required by Section 11-13-202.5, Utah Code, and (d) filed in the official records of each party.

Section 9. AMENDMENTS

This Agreement may not be amended, changed, modified or altered except by an instrument in writing which shall be (a) approved by Resolution of the governing body of each of the parties, (b) executed by a duly authorized official of each of the parties, (c) submitted to and approved by an Authorized Attorney of each of the parties, as required by Section 11-13-205.5, Utah Code, and (d) filed in the official records of each party.

Section 10. SEVERABILITY

If any term or provision of this Agreement or the application thereof shall to any extent and for any reason be invalid or unenforceable, the remainder of this Agreement, or the application of such term or provision to circumstances other than those with respect to which it is invalid or unenforceable, shall not be affected thereby, and shall be enforced to the extent permitted by law. To the extent permitted by applicable law, the parties hereby waive any provision of law which would render any of the terms of this Agreement unenforceable.

Section 11. NO PRESUMPTION

Should any provision of this Agreement require judicial interpretation, the Court interpreting or construing the same shall not apply a presumption that the terms hereof shall be more strictly construed against the party, by reason of the rule of construction that a document is to be construed more strictly against the party who itself or through its agents prepared the same, it being acknowledged that each of the parties have participated in the preparation hereof.

Section 12. HEADINGS

Headings herein are for convenience of reference only and shall not be considered in any interpretation of the Agreement.

Section 13. BINDING AGREEMENT

This Agreement shall be binding upon the heirs, successors, administrators, and assigns of each of the parties hereto.

Section 14. NOTICES

All notices, demands and other communications required or permitted to be given hereunder shall be in writing and shall be deemed to have been properly given if delivered by hand or by certified mail, return receipt requested, postage paid, to the parties at the addresses of the City Mayor or County Commission, or at such other addresses as may be designated by notice given hereunder.

Section 15. ASSIGNMENT

The parties to this Agreement shall not assign this Agreement, or any part hereof, without the prior written consent of all other parties to this Agreement. No assignment shall relieve the original parties from any liability hereunder.

Section 16. GOVERNING LAW

All questions with respect to the construction of this Agreement, and the rights and liability of the parties hereto, shall be governed by the laws of the State of Utah.

IN WITNESS WHEREOF, the parties have signed and executed this Agreement, after resolutions duly and lawfully passed, on the dates listed below:

– Signature Page to Follow –

Interlocal Cooperation Agreement – Election Ballot Drop Boxes

UTAH COUNTY

Authorized by Resolution No. 2022 - 937, authorized and passed on the 5th day of
October, 2022.

BOARD OF COUNTY COMMISSIONERS
UTAH COUNTY, UTAH

DocuSigned by:
By: Thomas V. Sakievich
4986D9FD4AD14E8
Thomas V. Sakievich, Chair

ATTEST: Joshua Daniels
Utah County Clerk/Auditor

DocuSigned by:
By: Alice Black
2987075D91C74DB...
Deputy

APPROVED AS TO FORM AND COMPATIBILITY WITH THE LAWS OF UTAH:
DAVID O. LEAVITT, Utah County Attorney

DocuSigned by:
By: Paul Jones
D44A5F7A89270ADE
Deputy County Attorney

CITY

Authorized by Resolution No.07-02-2022, authorized and passed on the 19TH day of
JULY 2022.

[Signature]
By: MAYOR DANIEL M. OLSO
Office: SANTAQUIN CITY

ATTEST:

[Signature]
By:
CITY Recorder



APPROVED AS TO FORM AND COMPATIBILITY WITH THE LAWS OF UTAH
CITY Attorney

[Signature]
By:

Exhibit A
Ballot Drop Box

In order to accomplish the Parties' common obligation to administer elections (general and municipal) in compliance with Utah law, the Parties agree to provide the following services in relation to utilizing a ballot drop box: Services Santaquin will provide include, but are not limited to:

- Permanently secure the ballot drop box(es) (bolted in concrete) in a location approved by both City and the election division of the County Clerk's Office.
- If City desires to relocate a ballot drop box, City will obtain the approval of the election division of the County Clerk's Office for the new location and secure it as provided above.
- Access ballots from the drop box(es) only as authorized by the election division of the County Clerk's Office.
- If CITY accesses election ballots from the drop box, after receiving authorization as provided above, ensure there are 2 people engaged in administering the duties associated with the election ballots.
- Provide 24-hour video surveillance of each ballot drop box and retain all recordings in compliance with CITY policy and any applicable retention schedule.
- Post and maintain a sign on or near each ballot drop box indicating that the ballot drop box is under 24-hour video surveillance.
- Provide County with the surveillance recording upon request.

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

- Purchase and maintain ownership of the ballot drop box(es).
- Inspect, clean and maintain the ballot drop box(es) regularly.
- Provide reasonable authorization and access to CITY to use the ballot drop box(es) for official and reasonable purposes.
- Provide CITY with one video surveillance camera that is mutually acceptable to the parties.
- Reimburse CITY for the cost of one video surveillance camera and installation thereof.
- Provide CITY with one sign per ballot drop box in CITY that is to be posted on or near each ballot drop box indicating that the ballot drop box is under 24-hour video surveillance.

Certificate Of Completion

Envelope Id: 7A3B7A0B153A4F3AABB0E93749E654C1	Status: Completed
Subject: Agreement 2022 - 940	
Source Envelope:	
Document Pages: 9	Signatures: 3
Certificate Pages: 5	Initials: 0
AutoNav: Enabled	Envelope Originator:
Envelopeld Stamping: Disabled	Deputy Clerk/Auditor
Time Zone: (UTC-08:00) Pacific Time (US & Canada)	100 East Center Street
	Suite 3600
	Provo, UT 84604
	CommissionClerk@UtahCounty.gov
	IP Address: 23.228.168.153

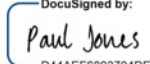
Record Tracking

Status: Original	Holder: Deputy Clerk/Auditor	Location: DocuSign
10/7/2022 9:57:47 AM	CommissionClerk@UtahCounty.gov	
Security Appliance Status: Connected	Pool: StateLocal	
Storage Appliance Status: Connected	Pool: Utah County Government	Location: DocuSign

Signer Events

Paul Jones
 PaulJo@utahcounty.gov
 Deputy County Attorney
 Security Level: Email, Account Authentication (None)

Signature

DocuSigned by:

 D44AEF6893704DE...
 Signature Adoption: Pre-selected Style
 Using IP Address: 97.75.176.50

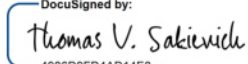
Timestamp

Sent: 10/7/2022 9:59:29 AM
 Viewed: 10/10/2022 9:01:26 AM
 Signed: 10/10/2022 9:01:32 AM

Electronic Record and Signature Disclosure:

Accepted: 12/2/2019 9:52:57 AM
 ID: b65ee93b-0066-4d2e-89c0-841924cd2c31

Thomas V. Sakievich
 Thomas@utahcounty.gov
 Chair, Utah County Commission
 Security Level: Email, Account Authentication (None)


DocuSigned by:

 4986D9FD4AD14EB...
 Signature Adoption: Pre-selected Style
 Using IP Address: 97.75.176.50

Sent: 10/10/2022 9:01:33 AM
 Viewed: 10/10/2022 11:58:53 AM
 Signed: 10/10/2022 11:59:06 AM

Electronic Record and Signature Disclosure:

Accepted: 10/10/2022 11:58:53 AM
 ID: 6ccca7b4-b324-4ecb-a07e-41ad51f9c21d

Alice Black
 aliceb@utahcounty.gov
 219
 Security Level: Email, Account Authentication (None)

DocuSigned by:

 2937075D91C74DB...
 Signature Adoption: Pre-selected Style
 Using IP Address: 23.228.168.153

Sent: 10/10/2022 11:59:08 AM
 Viewed: 10/10/2022 12:04:13 PM
 Signed: 10/10/2022 12:04:21 PM

Electronic Record and Signature Disclosure:

Accepted: 10/10/2022 12:04:13 PM
 ID: 8fa4924c-a33f-4e3c-8d90-5344913149a5

In Person Signer Events	Signature	Timestamp
Editor Delivery Events	Status	Timestamp
Agent Delivery Events	Status	Timestamp

Intermediary Delivery Events	Status	Timestamp
------------------------------	--------	-----------

Certified Delivery Events	Status	Timestamp
---------------------------	--------	-----------

Carbon Copy Events	Status	Timestamp
--------------------	--------	-----------

Karlee Jarvis KarleeJ@utahcounty.gov Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via DocuSign	<div style="border: 2px solid blue; padding: 5px; display: inline-block;">COPIED</div>	Sent: 10/10/2022 12:04:22 PM
---	---	------------------------------

Witness Events	Signature	Timestamp
----------------	-----------	-----------

Notary Events	Signature	Timestamp
---------------	-----------	-----------

Envelope Summary Events	Status	Timestamps
-------------------------	--------	------------

Envelope Sent	Hashed/Encrypted	10/7/2022 9:59:29 AM
Certified Delivered	Security Checked	10/10/2022 12:04:13 PM
Signing Complete	Security Checked	10/10/2022 12:04:21 PM
Completed	Security Checked	10/10/2022 12:04:22 PM

Payment Events	Status	Timestamps
----------------	--------	------------

Electronic Record and Signature Disclosure
--

ELECTRONIC RECORD AND SIGNATURE DISCLOSURE

From time to time, Utah County Government (we, us or Company) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through the DocuSign system. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to this Electronic Record and Signature Disclosure (ERSD), please confirm your agreement by selecting the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

Getting paper copies

At any time, you may request from us a paper copy of any record provided or made available electronically to you by us. You will have the ability to download and print documents we send to you through the DocuSign system during and immediately after the signing session and, if you elect to create a DocuSign account, you may access the documents for a limited period of time (usually 30 days) after such documents are first sent to you. After such time, if you wish for us to send you paper copies of any such documents from our office to you, you will be charged a \$0.00 per-page fee. You may request delivery of such paper copies from us by following the procedure described below.

Withdrawing your consent

If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

Consequences of changing your mind

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. Further, you will no longer be able to use the DocuSign system to receive required notices and consents electronically from us or to sign electronically documents from us.

All notices and disclosures will be sent to you electronically

Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through the DocuSign system all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

How to contact Utah County Government:

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:

To contact us by email send messages to: CommissionClerk@UtahCounty.gov

To advise Utah County Government of your new email address

To let us know of a change in your email address where we should send notices and disclosures electronically to you, you must send an email message to us at CommissionClerk@UtahCounty.gov and in the body of such request you must state: your previous email address, your new email address. We do not require any other information from you to change your email address.

If you created a DocuSign account, you may update it with your new email address through your account preferences.

To request paper copies from Utah County Government

To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an email to CommissionClerk@UtahCounty.gov and in the body of such request you must state your email address, full name, mailing address, and telephone number. We will bill you for any fees at that time, if any.

To withdraw your consent with Utah County Government

To inform us that you no longer wish to receive future notices and disclosures in electronic format you may:

- i. decline to sign a document from within your signing session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;
- ii. send us an email to CommissionClerk@UtahCounty.gov and in the body of such request you must state your email, full name, mailing address, and telephone number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

Required hardware and software

The minimum system requirements for using the DocuSign system may change over time. The current system requirements are found here: <https://support.docusign.com/guides/signer-guide-signing-system-requirements>.

Acknowledging your access and consent to receive and sign documents electronically

To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please confirm that you have read this ERSD, and (i) that you are able to print on paper or electronically save this ERSD for your future reference and access; or (ii) that you are able to email this ERSD to an email address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format as described herein, then select the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

By selecting the check-box next to 'I agree to use electronic records and signatures', you confirm that:

- You can access and read this Electronic Record and Signature Disclosure; and
- You can print on paper this Electronic Record and Signature Disclosure, or save or send this Electronic Record and Disclosure to a location where you can print it, for future reference and access; and
- Until or unless you notify Utah County Government as described above, you consent to receive exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you by Utah County Government during the course of your relationship with Utah County Government.