

Notice of Meeting
Murray City Board of Canvassers

Tuesday, August 27, 2013
6:15 p.m.
Council Chambers
5025 South State Street
Murray, Utah 84107

Pursuant to Utah Code, Title 20A, Chapter 4, notice is hereby given that the Board of Canvassers of Murray City, shall canvass the August 13, 2013 Primary Election returns during a public meeting, to be held on Tuesday, August 27, 2013 at 6:15 p.m. in the Council Chambers.

- I. Call to Order
- II. Report Primary Election results
- III. Consider a resolution certifying the election results
- IV. Adjourn

Special accommodations for the hearing or visually impaired will be made upon a request to the office of the City Recorder (801) 264-2660. We would appreciate notification two working days prior to the meeting. TDD number (801) 264-2506.

On Thursday, August 8, 2013 at 2:00 p.m., a copy of the foregoing notice was posted in conspicuous view in the front foyer of the Murray City Center and posted on the Utah Public Meeting website.

Jennifer Kennedy
City Recorder
Murray City Corporation

Murray City Municipal Council Request for Council Action

INSTRUCTIONS: The City Council considers new business items in Council meeting. All new business items for the Council must be submitted to the Council office, Room, 112, no later than 5:00 p.m. on the Wednesday two weeks before the Council meeting in which they are to be considered. This form must accompany all such business items. If you need additional space for any item below, attach additional pages with corresponding number and label.

1. **TITLE:** (Similar wording will be used on the Council meeting agenda.)
CONSIDER A RESOLUTION OF THE BOARD OF CANVASSERS OF MURRAY CITY CORPORATION
(PRIMARY ELECTION).

2. **KEY PERFORMANCE AREA:** (Please explain how request relates to Strategic Plan Key Performance Areas.)
Responsive and Efficient City Services


3. **MEETING, DATE & ACTION:** (Check all that apply)
 Council Meeting OR Committee of the Whole Board of Canvassers
 Date requested: August 27, 2013
 Discussion Only
 Ordinance (attach copy)
Has the Attorney reviewed the attached copy?
 Resolution (attach copy)
Has the Attorney reviewed the attached copy? Yes
 Public Hearing (attach copy of legal notice)
Has the Attorney reviewed the attached copy?
 Appeal (explain) _____
 Other (explain) _____

4. **FUNDING:** (Explain budget impact of proposal, including amount and source of funds.)
Not Applicable

5. **RELATED DOCUMENTS:** (Attach and describe all accompanying exhibits, minutes, maps, plats, etc.)
Memo, Resolution and copy of contract with Salt Lake County. Results to follow.

6. **REQUESTOR:**
Name: Tim Tingey Title: Administrative and Development Services Director
Presenter: Jennifer Kennedy Title: City Recorder
Agency: Phone: 801-264-2663
Date: July 18, 2013 Time:

7. **APPROVALS:** (If submitted by City personnel, the following signatures indicate, the proposal has been reviewed and approved by Department Director, all preparatory steps have been completed, and the item is ready for Council action)

Department Director:  Date: 7/22/13
Mayor:  Date: 7/22/13

8. **COUNCIL STAFF:** (For Council use only)
Number of pages: _____ Received by: _____ Date: _____ Time: _____
Recommendation: _____

9. **NOTES:**



**MURRAY CITY CORPORATION
ADMINISTRATIVE &
DEVELOPMENT SERVICES**

B. Tim Tingey, Director

Building Division
Community & Economic Development
Geographic Information Systems

Information Technology
Recorder Division
Treasurer Division

TO: City Council
Mayor Snarr
Jan Wells, Chief of Staff

CC: Tim Tingey, Director of Administrative and Development Services

FROM: Jennifer Kennedy, City Recorder

DATE: July 3, 2013

SUBJECT: Consider a Resolution of the Board of Canvassers of Murray City Corporation

Per UCA 20A-4-303, I am requesting your approval of a Resolution of the Board of Canvassers of Murray City Corporation for the Primary Election.

RESOLUTION NO. _____

A RESOLUTION OF THE BOARD OF CANVASSERS OF MURRAY CITY

WHEREAS, the Board of Canvassers of Murray City Corporation (the "Board"), consisting of the Mayor and Murray City Municipal Council, met on August 27, 2013 to conduct a canvass to the returns of the 2013 Murray City Primary Election held on August 13, 2013; and

WHEREAS, the Board must canvass the returns of the 2013 Murray City Primary Election for nomination of two candidates for the General Election for Murray City Mayor; and

WHEREAS, the Salt Lake County Elections Representatives reviewed the mail-in and absentee ballots received after August 13, 2013 to determine eligibility; and

WHEREAS, the Salt Lake County Elections Representatives reviewed the mail-in and absentee ballots and accepted them; and

WHEREAS, the Salt Lake County Elections Representatives verified provisional ballots; and

WHEREAS, the Salt Lake County Election representatives merged mail-in and absentee ballots, and provisional ballots with the election night (August 13, 2013) results to produce final results; and

WHEREAS, the City's Election Officer presented to the Board how the ballots were electronically processed and the quality control measures initiated to insure accuracy; and

WHEREAS, the City's Election Officer presented her report to the Board, a copy of which is attached, which contains the election results of the 2013 Murray City Primary Election for nomination of two candidates for the General Election for Murray City Mayor; and

WHEREAS, the Board is satisfied with the accuracy of the results presented.

NOW, THEREFORE, BE IT RESOLVED by the Murray City Board of Canvassers as follows:

1. The Board certifies, as final, the results of the 2013 Murray City Primary Election as presented in the City's Election Officer report, a copy of which is attached hereto.

2. The Board directs the City's Election Officer to publish the report as required by Section 20A-4-304 of the Utah Code and file a copy of the report with the Utah Lieutenant Governor's Office.

PASSED, APPROVED AND ADOPTED by the Board of Canvassers of Murray City, Utah, this day of , 2013.

MURRAY CITY BOARD OF CANVASSERS

Dave Nicponski

Darren V. Stam

James A. Brass

Jared A. Shaver

Brett A. Hales

Daniel C. Snarr

ATTEST:

Jennifer Kennedy, City Recorder

ELECTIONS OFFICER

Jennifer Kennedy, City Recorder

**INTERLOCAL COOPERATION AGREEMENT
BETWEEN**

MURRAY CITY

-AND-

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

THIS AGREEMENT is made and entered into the 4 day of April, 2013, by and between Murray City ("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 2013 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 December 31, 2013. 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 2013 primary and general municipal election.

3. **Legal Requirements.** The County and the City understand and agree that the 2013 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. The City agrees to translate ballot issues, if any, into Spanish. The County will provide the remaining Spanish translations for the ballot and other election materials. County agrees to work with the City in complying with all legal requirements for the conduct of these elections and 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. §§ 63-30d-1, et seq. (1953, as amended) ("Act"). Subject to the provisions of the Act, 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 and 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 public record requests related this Agreement and the underlying elections and shall retain all election records consistent with the Government Records Access and Management Act, Utah Code Ann. §§ 63G-2-101 – 901 (1953, as amended) and all other relevant local, state and federal laws.

7. **Service Cancellation.** If the 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.

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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 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.



Attest:

By [Signature]
Mayor Dan Snarr

[Signature]
Jennifer Kennedy, City Recorder

Approved as to form and compliance with applicable law:

[Signature]
City Attorney
Date: _____

APPROVED AS TO CONTENT

[Signature]

SALT LAKE COUNTY

By [Signature]
Mayor Ben McAdams or Designee

Approved as to form and compliance with applicable law:

/s/ Melanie F. Mitchell
Salt Lake County Deputy District Attorney
Date: 2/14/2013

Approved as to the availability of funds
Murray City Finance Division

[Signature]
Budget Officer

Exhibit "A"
2013 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. In a consolidated election, decisions made by the County regarding resources, procedures and policies are based upon providing the same scope and level of service to all the participating jurisdictions and the City recognizes that such decisions, made for the benefit of the whole, may not be subject to review by the City.

Services the County will perform for the City 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 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.

The County will provide a good faith estimate for budgeting purposes (Exhibit "B"). Election costs are variable and are based upon the offices scheduled for election, the number of voters, the number of primaries, the number of jurisdiction participating as well as any direct costs incurred.

The City will be invoiced for its pro-rata share of the actual costs of the elections which will not exceed the estimate in Exhibit B.

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.

Exhibit "B"
2013 Election Estimate
Murray

Below is the good faith estimate for the upcoming *2013 Municipal Election* for the city of Murray. The city will be billed for actual costs, which will not exceed this estimate.

Assumptions for providing this estimate consist of the following:

- A. Active voters (as of 2/1/2013): 24,817
- B. Permanent Vote by Mail voters (as of 2/1/2013): 7,408
- C. Worst case primary election.
- D. General election for the 2013 offices below.
- E. 16 Cities participating in the consolidated 2013 elections.

2013 Offices	Estimate
Mayor	
Council #2	
Council #4	\$96,786.30