GRAND COUNTY
CHANGE IN FORM OF GOVERNMENT
STUDY COMMITTEE
REGULAR MEETING

Grand County Council Chambers
125 East Center Street, Moab, Utah

AGENDA
Friday, June 21, 2019

12:00 p.m.

☐ Call to Order (Chairperson Stocks)
☐ Pledge of Allegiance
☐ Approval of Minutes (Secretary Till)
  A. June 13, 2019 (Study Committee Special Meeting: “Spanish Valley” Open House)
  B. June 14, 2019 (Study Committee Regular Meeting)
  C. June 17, 2019 (Study Committee Special Meeting: “Castle Valley” Open House)

☐ General Reports
  D. Update on information regarding the possibility of holding a county special election of
     officers during the municipal election year of 2021 (Committee Member Till)

☐ Community Outreach and Possible Action
  E. Report on June 17, 2019 Open House and surveys received (Committee Members Dabney,
     Green, Greenberg and Till)
  F. Update on booth information for the Fourth of July Celebration in Swanny Park (Committee
     Member Green)
  G. Approving use(s) of Facebook and/or other social media, postponed from June 14, 2019
     (Committee Member Day)
  H. Suggestions for public service announcement(s) (Committee Member Till)
  I. Suggestions for next newspaper editorial regarding the public engagement process
     (Chairperson Stocks)

☐ Citizens to Be Heard

☐ Presentations
  J. Presentation on Grand County voting trends from 1960 to the present with implications for
     form-of-government issues (Kevin Walker, Grand County Democratic Party Chair)
  K. Presentation on statistics of Grand County elections showing the history of opposed and
     unopposed candidates for County Council (Committee Member Green)

☐ General Business- Action Items- Discussion and Consideration of: (none)
☐ Consent Agenda- Action Items (none)
☐ Discussion Items (none)
☐ Discussion and Possible Action on Study Strategy
  L. Forming a subcommittee to review the completed surveys following the deadline of 5PM
     Friday, July 5, 2019 in order to develop a narrative report for Study Committee review and
     adoption (Committee Member Till)
  M. Report on additional fee information for engagement of outside counsel, continued from
     April 12, 2019, and approving proposed contract award for drafting the Optional Plan
     Ordinance, postponed from May 17, 2019 (Committee Members Day and Greenberg)
  N. Approving amended motion of June 14, 2019 to contract with Mr. William Cooper of Bristol,
     Virginia for expert consultation on election districts in a not-to-exceed amount of $1,000 for
     initial draft plans for 3 and 5 voting districts (Committee Member Greenberg)
Paper Hearings- Possible Action Items (none)

- Future Considerations
  O. Determining a fall meeting schedule

- Closed Session(s) (if necessary)

- Adjournment

NOTICE OF SPECIAL ACCOMMODATION DURING PUBLIC MEETINGS. In compliance with the Americans with Disabilities Act, individuals with special needs requests wishing to attend Change of Form of Government Study Committee meetings are encouraged to contact the County two (2) business days in advance of these events. Specific accommodations necessary to allow participation of disabled persons will be provided to the maximum extent possible. T.D.D. (Telecommunication Device for the Deaf) calls can be answered at: (435) 259-1346. Individuals with speech and/or hearing impairments may also call the Relay Utah by dialing 711. Spanish Relay Utah: 1 (888) 346-3162.

It is hereby the policy of Grand County that elected and appointed representatives, staff and members of Grand County Council may participate in meetings through electronic means. Any form of telecommunication may be used, as long as it allows for real time interaction in the way of discussions, questions and answers, and voting.

At the Change of Form of Government Study Committee meetings/hearings any citizen, property owner, or public official may be heard on any agenda subject. The number of persons heard and the time allowed for each individual may be limited at the sole discretion of the Chair. On matters set for public hearings there is a three-minute time limit per person to allow maximum public participation. Upon being recognized by the Chair, please advance to the microphone, state your full name and address, whom you represent, and the subject matter. No person shall interrupt legislative proceedings.

Requests for inclusion on an agenda and supporting documentation must be received forty-eight (48) hours prior to a regular or special Change of Form of Government Study Committee Meeting, subject to the Chair’s authorization. Information relative to these meetings/hearings may be obtained at the Grand County Council’s Office, 125 East Center Street, Moab, Utah and at www.grandcountyutah.net; (435) 259-1346.

A Change of Form of Government Study Committee agenda packet is available at the local Library, 257 East Center St., Moab, Utah, (435) 259-1111 at least 24 hours in advance of the meeting. For more information: www.grandcountyutah.net/change. Email: studycommittee@grandcountyutah.net
The Grand County Change in Form of Government Study Committee ("Study Committee") met in Special Session for an Open House on the above date at the Grand Water & Sewer Service District building in Moab, Utah. The meeting was called to order by Chairperson Stephen Stocks at 3:58 p.m. with a quorum of four present. In attendance at the call to order were Study Committee Members Judy Carmichael, Walt Dabney, and Marcy Till (Secretary). Also in attendance was Ruth Dillon (County Council Administrator) to support the Open House proceedings and to take minutes.

Chairperson Stocks welcomed the citizens in attendance and turned the meeting over to County Council Administrator Dillon for remarks related to the Open House structure as well as details related to the wall displays and contents of the materials provided, including the four-question survey.

In addition to attending Study Committee Members, there were approximately 50-60 members of the public arriving between 4:00 and 7:00 p.m. who interfaced with greeter Dillon and select Committee Members. By 7:00 p.m., there were 23 completed surveys turned in, counted together by County Council Administrator Dillon and one Committee Member, and stored by County Council Administrator Dillon for future Committee use.

Adjournment
The Open House was adjourned at approximately 7:00 p.m.
Call to Order
The Grand County Change in Form of Government Study Committee ("Study Committee") met in Regular Session on the above date in the County Council Chambers. The meeting was called to order by Chairperson Stocks at 12:02 p.m. with a quorum present. In attendance at the call to order were Study Committee Members Judy Carmichael (by phone), Walt Dabney, Cricket Green, Bob Greenberg, and Marcy Till. Absent was Study Committee Member Jeramy Day. Also in attendance was Ruth Dillon (County Council Administrator) to take minutes.

Pledge of Allegiance
The Pledge of Allegiance to the Flag of the United States of America was led by Bob.

Approval of Minutes
A. May 17, 2019
Chairperson Stocks requested any changes or corrections to the minutes. Bob provided suggested changes to pages 4 and 6 as follows: Page 4 to be changed from "...there is no need to rush to change the form of government as expressed by voter sentiment during three different elections..." to "...there is no need to rush to change the form of government as the current form has been supported by the majority of voters during three different elections..." Page 6 to strike the following superfluous phrase that was not actually stated during the meeting: "Note: This is compared to a County Manager in the Council-Manager form in which the executive powers of the County Manager are expressly provided in State Code and held only by the appointed County Manager."

MOTION: Motion by Bob to approve the minutes of May 17, 2019 as modified seconded by Walt carried 6-0.

General Reports - none

Community Outreach and Possible Action
B. Report on list of organizations to whom the flyer, including Open House dates, has been sent

Bob inquired as to whether individuals other than Study Committee Members may provide topics for the agenda. Chairperson Stocks responded that the County Council Administrator, County Attorney, and Clerk/Auditor have made requests for agenda topics and that he has granted them to these individuals due to the nature of their positions in understanding and supporting the work of the Study Committee.

County Council Administrator Dillon read from the list of organizations to whom the flyer has been sent, adding that Committee Member Dabney sent an email to former Council Members/Commissioners for whom the Administrator's Office had email addresses, approximately 15; the email invited them to speak at an Open House, at a regular meeting, and/or provide their unique perspective in writing.

Marcy added to the list KZMU, KCYN, Moab Happenings and Ad-Vertiser and reported that she submitted a Public Service Announcement (PSA) for KZMU and KCYN as well as a small ad for the print publications and the two local newspapers; this includes an eighth-page ad for the Ad-Vertiser.
C. Report on June 5, 2019 Open House at the Grand Center and number of completed surveys received

Study Committee Members reported positive results from both Open Houses: That citizens reported during the Open House that they found it to be really helpful; Study Committee Members talking through possibilities with citizens during the Open House rather than advocating; a wide mix of participating citizens, both young and old (including a 96-year-old with her two daughters in their 70's); the clarifying, educational visual aids; and questions from citizens that helped to clarify a Study Committee Member's own thinking.

Marcy reported that some are saying that the Open Houses have been well publicized, further offering her opinion that the Study Committee has done their due diligence with respect to providing opportunities for citizens to complete the survey.

Walt and Stephen acknowledged County Council Administrator Dillon for her work in creating the displays, who in turn acknowledged Marcy for providing leadership regarding the displays.

County Council Administrator Dillon reported having received 25 surveys from the June 5th Open House, plus an additional 8 surveys that were turned in to the Treasurer's Office, as well as one written comment regarding pro's and con's of voting at large versus voting by district. She stated that approximately 40 to 45 citizens attended, and that she allowed several to take surveys home to others in the household.

D. Report on June 13, 2019 Open House at the Water District (GWSSA) and number of completed surveys received

County Council Administrator Dillon reported having received 23 surveys from the June 13th Open House and several written comments regarding pro's and con's of voting at large versus voting by district. She stated that approximately 50 to 60 citizens attended, and many took handouts and surveys home for additional study.

E. Idea for sending enumerated surveys electronically and by U.S. mail

County Council Administrator Dillon stated that she received a question from an Open House attendee as to how other citizens who are unable to attend the Open Houses could receive the survey. Study Committee Members discussed options and determined that 1) no blanket mailing is needed; 2) surveys will be made available during the Study Committee meetings along with instruction on locating the study materials/Open House handouts at www.grandcountyutah.net/change; 3) the next newspaper editorial will thank participants and offer one last opportunity for citizens to complete the survey with a deadline of Friday, July 5th and with instruction on locating the Open House study materials; 4) the editorial will emphasize the Study Committee's invitation to be heard as to their ideas and concerns via email, U.S. mail, and/or at Study Committee meetings; 5) the Study Committee will attempt to have a booth at the 4th of July celebration pending availability and information on any cost associated with it, and that perhaps two Study Committee Members at a time could staff the booth (if booth is available); and 6) not to treat the county employees any differently from the general public other than providing reminders about the Open Houses.

County Council Administrator Dillon agreed to review the newspaper editorial draft if presented to her. Cricket agreed to find out information about booth availability for which Study Committee Members requested to have an update at the next meeting. It was agreed that the notion of determining a subcommittee to compile the surveys will be determined at a July meeting if not sooner.
F. Guidance on compiling completed surveys for ultimately reporting to the Study Committee

Marcy suggested having a subcommittee of Study Committee Members who attended the Open Houses to review the survey responses and create a report on general trends that would also include a synopsis of the questions and concerns provided by citizens. Bob suggested the subcommittee could be one individual who will have attended each Open House and to draft and circulate a written report to the remaining attending Study Committee Members for additional input.

Marcy agreed to draft a list of poignant questions presented by citizens. Walt stated that individuals arrive at the Open Houses not understanding, and then leave with an understanding of the differences between “Council” and “Commission” and the differences between “Executive,” “Manager,” and “Administrator” as these relate to each of the four forms of government. County Council Administrator Dillon remarked that there is confusion partly because our current “Council” Members have executive authority and thus are more like a “Commission” whereas the two allowed Council forms of government do not allow executive authority with the Council Members. Further, that an “Administrator” position utilized by Grand County and five commissions in Utah is not defined or protected in State Code, whereas an “Elected Executive/Elected Mayor” position and a “County Manager” position are protected and carry all the executive power in the two Council forms of government.

G. Suggestions for content of post card mailers and approving budget for same

Bob suggested that the post card mailer is no longer needed, and Study Committee Members concurred.

H. Approving use(s) of Facebook and/or other social media

Chairperson Stocks postponed approving use(s) of Facebook and/or other social media to the next meeting.

I. Suggestions for additional public service announcement(s)

Marcy agreed to submit another PSA at no charge to KZMU to advertise the 4th of July booth if the booth is deemed available.

J. Suggestions for next newspaper editorial regarding the public engagement process

Stephen reviewed the content for the next newspaper editorial, as determined under Item E, adding that citizens will be guided to the booth (if the booth is available) at the 4th of July celebration.

Regarding the booth, Cricket suggested having decorations and swag, and Walt offered to work with the League of Women Voters President to prepare the booth. Open House surveys and study materials/handouts will be made available at the booth.

Citizens to Be Heard

Citizen Shannon Butler suggested utilizing the “Moab Classifieds” site on Facebook. Marcy agreed to add a PSA. There was brief discussion about the existence of several such local Facebook pages as resources, such as “Moab Classified” (singular).

Discussion and possible action on study strategy

K. Report on additional fee information for engagement of outside counsel, continued from April 12, 2019, and approving proposed contract award for drafting the Optional Plan Ordinance, postponed from May 17, 2019

Bob expressed his desire to hire local, qualified outside legal counsel and his opinion that the proposal of local attorney Steve Russell is very reasonable. He asserted that the firm of Snell & Wilmer was retained by the Grand County Republican Party to sue Grand County which creates a conflict of interest that must be
waived by the Study Committee and probably by the County Council. Marcy agreed to ask Gavin Anderson, Salt Lake Deputy District Attorney, for a recommendation for attorneys/law firms on this matter.

**MOTION:** Motion by Bob to postpone approving proposed contract award for drafting the Optional Plan Ordinance seconded by Walt carried 4-1 with Chairperson Stocks opposed. Judy’s call had dropped earlier in the meeting, and despite her reported attempt to call back in, she was unavailable during this vote and during the rest of the meeting.

**L.** Consideration of contracting for expert consultation on election districts

County Council Administrator Dillon informed Study Committee Members that page 1 of a Summary of Redistricting Work provided by William S. Cooper of Bristol, Virginia, was inadvertently left out of the printed packet yet provided on the dais.

Bob expressed that Mr. Cooper has worked for a study committee in Washington State and has provided a reasonable fee. Further, Mr. Cooper can be in Moab in September 2019 to run scenarios live with software. Bob expressed the need for districting information before deciding on whether or what to include in the Optional Plan with respect to voting by districts, at large, or a combination of both, stating that it is the Study Committee’s job to specify the districts. It was noted that the 2020 Census is coming up.

**MOTION:** Motion by Bob to contract with Mr. William Cooper for a not-to-exceed amount of $1,000 for initial draft plans for 3 and 5 voting districts and direct him to promote diversity to ensure that there are equal numbers of residents and to keep together communities of interest. Motion was seconded by Marcy and discussion ensued regarding districts being a common area of concern by citizens attending Open Houses. Several Study Committee Members expressed interest in hearing a presentation from Mr. Cooper, with advertising to the public beforehand, so as to make an informed decision. Chairperson Stocks expressed concern that the districting issue could become more political after the districts are drawn and leave a negative perception. Several Committee Members expressed their divergent views regarding voting and having representation by districts.

**MOTION:** Bob amended his main motion to strike “and direct him to promote diversity to ensure that there are equal numbers of residents and to keep together communities of interest”, which was seconded by Marcy.

**MOTION:** Motion by Bob to postpone the amended motion to the next meeting seconded by Marcy carried 4-1 with Cricket opposed.

Prior to the vote on postponement, County Council Administrator Dillon stated that the amended motion needed to be disposed of prior to a motion to postpone; it was debated that a motion to postpone takes precedence.

**Future Considerations**

**M.** Ideas for monthly progress report for presenting at the June 18, 2019 County Council meeting

Chairperson Stocks agreed to have a monthly progress report to present to County Council next Tuesday, to include highlights of the Open House successes and announcing the intention to have a Study Committee booth, with surveys and study materials, at the 4th of July celebration.

**N.** Review of timeline and scheduling of additional regular meetings

County Council Administrator Dillon suggested that, since the timeline chart changed between Open Houses after input from Bob and from County Attorney Sloan that it would be good for Committee Members to be in agreement with it as a concept for milestones. Marcy suggested that the collating of data from all surveys received could be changed to July (from August) to allow the month of July to collate the data; further, that determining a recommendation for one single form of government could occur in August and September (rather than just September).
Chairperson Stocks suggested that regular meeting times will need to be extended both in duration of meetings as well as in number of meetings. After a brief discussion with preferences for meetings on Fridays, Study Committee Members agreed to provide their schedules to County Council Administrator Dillon for arriving at best possible dates to provide at an approaching meeting for action.

Marcy suggested that, after talking with Gavin Anderson, it may be possible in the Optional Plan, depending on input from the County Attorney and Clerk/Auditor, to hold a special election in June or November 2021 (a municipal election year) to fill the slate if the voters agree to the recommended form of government in November 2020. In this way, if it is possible, the new form could be initiated in January 2022 rather than January 2023.

County Council Administrator Dillon agreed to check with the County Attorney and Clerk/Auditor on their reviews as to whether this is possible.

Closed Session(s) (if necessary) - none

Adjournment
The meeting was adjourned at approximately 1:42 p.m. on a motion by Cricket, seconded by Walt that passed 5-0.

________________________
Stephen Stocks
Chairperson

________________________
Marcy Till
Secretary
The Grand County Change in Form of Government Study Committee ("Study Committee") met in Special Session for an Open House on the above date at the Grand Water & Sewer Service District building in Moab, Utah. The Open House began by at 4:00 p.m. with a quorum of four present. In attendance at the call to order were Study Committee Members Walt Dabney, Cricket Green, Bob Greenberg and Marcy Till (Secretary). Also in attendance was Ruth Dillon (County Council Administrator) to support the Open House proceedings and to take minutes.

As citizens arrived, County Council Administrator Dillon greeted and provided remarks related to the Open House structure as well as details related to the wall displays and contents of the materials provided, including the four-question survey. The recording was started approximately 10 minutes after the Open House began.

In addition to attending Study Committee Members, there were approximately 30 members of the public arriving between 4:00 and 7:00 p.m. who interfaced with greeter Dillon and select Committee Members. By 7:00 p.m., there were 11 completed surveys turned in, counted together by County Council Administrator Dillon and one Committee Member, and stored by County Council Administrator Dillon for future Committee use.

**Adjournment**
The Open House adjourned at approximately 7:00 p.m.
Sure. Do you think it would be informative to the SC? It’s a bit disappointing that we will not be able to implement our new form of government for 3 years!

From: Ruth Dillon
To: Marcy Till
Cc: Chris Baird; Christina Sloan
Subject: Fwd: questions for you from Marcy, GC Study Cmt member

Marcy would you like this in the packet for this Friday?

Sent from my brain

Begin forwarded message:

From: Gavin Anderson <GAnderson@slco.org>
Date: June 18, 2019 at 4:12:11 PM MDT
To: Marcy Till <mtill@grandcountyutah.net>
Cc: Ruth Dillon <rdillon@grandcountyutah.net>, Christina Sloan <cslolan@grandcountyutah.net>, Chris Baird <cbaird@grandcountyutah.net>
Subject: RE: questions for you from Marcy, GC Study Cmt member

Hello Marcy – I hope there's a definitive answer in the Code, but I'm not sure. It does appear pretty clear that the election of county officials has to be conducted in a general election year – that is, in November of an even-numbered year:

17-52a-503. Adoption of optional plan -- Election of new county officers -
- Effect of adoption.
(1) If a proposed optional plan is approved at an election held under Section 17-52a-501:
   (a) the elected county officers specified in the plan shall be elected at the next regular
general election following the election under Section 17-52a-501, according to the
procedure and schedule established under Title 20A, Election Code, for the election of
county officers.

Based on that statute, it seems pretty clear that Grand Co is limited to either 2020 or 2022 for electing new officers. My Q would be whether there’s any wiggle room in holding the election to actually change the form. That election can be held in November of either an even-numbered or odd-numbered year:

17-52a-501. Election on recommended optional plan -- Resolution or petition to submit plan to voters in certain counties.

***
(3) When the conditions described in Subsection (1) are met, a county shall hold an election on the optional plan at the next regular general or municipal general election that is not less than 60 days after:
   (a) for a county with a population of 225,000 or more or for a county in which voters
       approved the appointment of a study committee by a vote of at least 60%, the day on
       which the county or district attorney submits to the county clerk the attorney's report
The only variable in the process seems to be whether Grand Co voters approved creating the study committee by a vote of over 60% - if so, that even- or odd-numbered election date has to be at least 60 days after the study's completed and Christina approves the proposed optional plan. So... Q number one is whether there is any chance of the study committee completing its work and Christina approving it by the end of August this year? I realize that might result in political complaints that the job was rushed and slipshod and, in fact, it may not be possible to prepare a quality product in that amount of time. If it is possible to hold the election on the optional plan this year, then the election of new county officers could be conducted in November of 2020.

There may be other possibilities to move up the officers' election date, but they are chancy:

1. **Lobbying:** There would be a couple of sessions in which to try and convince the Legislature to change the current election dates and permit the officers' election either in a municipal (odd-numbered) year or on a special election date. Special elections are not favored by the Legislature. Another legislative option might be to permit either the optional plan election or officers' election on a primary election date (end of June in even years and first of August in odd years). Theoretically this could permit the optional plan election in the summer of 2020 and the officers' election in November of that year. It is definitely a crap-shoot on what comes from the Legislature and lobbying efforts may result in unintended consequences. It may also require coordination with the other counties contemplating a change.

2. **Bluffing:** It would be a matter of sticking Grand Co's neck out to make a finding in the transition portion of the optional plan that would say words to the effect that "the public interest strongly demands" that the officers' election be conducted sooner than years down the road "and therefore... we are adopting election dates sooner than set out in statute. Here are some considerations: 1) the bluff might raise more political opposition about railroading a plan through. 2) I think that an official transition plan voted on by the electorate would carry some weight with a court if there were litigation. This has turned out to be true in two lawsuits regarding Morgan County's optional plan - two district court judges, years apart, believed that the vote of the people deserved support from the courts. The same thinking came up with both Grand and Morgan in the Legislature 30 years ago when, based on the vote of the people, it grandfathered the two plans into statute, despite their departure from state law. Notwithstanding those examples, I don't think it would be at all wise to depart from specific provisions of state law by setting accelerated election dates.

I hope my thoughts are helpful. It is a difficult issue and I think that, at this point Grand Co is bound by the specific election dates in statute. Attempting to change the dates legislatively is a fairly good option and would justify consulting with your state legislators.
to get their ideas about changes in the statute. Let me know if you have any Qs. I will give
some thought to an attorney who might be helpful (and will check with my boss the see if
there’s a possibility I could help). I’ll check with Morgan and Tooele and see who has
helped them. Good Luck - Gavin

From: Marcy Till <mtill@grandcountyutah.net>
Sent: Tuesday, June 18, 2019 6:39 AM
To: Gavin Anderson <GAnderson@slco.org>
Cc: Ruth Dillon <rdillon@grandcountyutah.net>
Subject: questions for you from Marcy, GC Study Cmt member

Good morning Gavin, I hope your day is going well.

I am trying to get a definitive answer about how and when we can elect county commissioners/councilmen to the new form of government.

If in Nov 2020, voters approve the recommended form of government, can we hold a joint special election with Moab City in Nov 2021 to fill the seats in order to begin the new form of government on 1-1-22?
Of must we wait until November 2022 (a regular county election cycle) to hold the elections to fill the seats and have the new form of government go into effect on 1-1-23, as our County Clerk is suggesting? (See email thread below between Ruth Dillon and Chris Baird, GC Clerk.)
What is your opinion on this please?

Also, can you recommend any attorneys that might be interested in drawing up our Optional Plan in October/November 2019? I would like to consider more options than the ones we have explored thus far.

Thank you for your help. I really appreciate being able to tap your expertise on this subject.
Sincerely,
Marcy Till
Change of Government Study Committee member, Grand County
435-260-2739, call or text

Subject: RE: Study Committee question: special election in 2021 to fill the slate?

With the exception of mid-term vacancies, no. All county officers are to be elected at the regular general election. A previous post I sent out spelled this all out with code references.

From: Ruth Dillon
Sent: Monday, June 17, 2019 9:12 AM
To: Chris Baird; Christina Sloan
Subject: RE: Study Committee question: special election in 2021 to fill the slate?

Thank you Chris. For more clarity, can county commissioners/council members (and for that matter the other county elected officials) be elected at a municipal general election, i.e. November 2021? Or do they have to wait until the county’s general election in 2022?

From: Chris Baird
My interpretation of code is that the election of officers must be at a general election. Both 17-52a and the standard election code (title 20a) agree on that point.

The question of a special election that was unclear related only to the election for the optional plan.

I don't see leeway in code for electing the officers at any other time than the general election.

-Chris
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Historical Grand County voting results — what do they say about changes in form of government?
Did the change in form of government in 1993 give one side an advantage?

**Partisan trend 1960-present in state offices**

big event between 1984 and 1988

post-1988 tracks national presidential vote

no big events after 1988

**GCC control (percentage of seats held) 1974-present**

control has gone back and forth many times, both before and after 1993

gradual downward trend for Rs

medium-sized event in 2014

Conclusion: big changes were in 1986 and 2014, not 1993

1993 change of form of government had no measurable effect on partisan control

https://docs.google.com/spreadsheets/d/15LDHOJxGFQPJMlftl5zAkM2cMPfOv94a-OiFYzUhrp0/edit?usp=sharing
Other lessons from past election results

starting around 1990, less volatile and more predictable, both nationally and in Grand County

over past 30 years, GC becoming gradually more liberal/progressive

in Moab City, recent changes more extreme, perhaps because seats are at-large
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* which district the candidates ran in is unclear
Bob and the Study Committee,
My firm has been asked to consider drafting the Optional Plan for the Study Committee regarding Grand County’s new form of government. It is difficult to foresee the specific amount of billable hours that will be required to adequately complete the project. My hourly rate is $295.00 and I estimate that it would require a minimum of 30 hours of work, or approximately $8,850.00.

This estimate assumes that requested edits by the Committee would be limited and not require complicated provisions. The scope of work would be limited to drafting the plan based on the Committee’s direction. My firm would not provide legal counsel as to the merits of either form, but would instead draft the documents to reflect the Committee’s recommendation in accordance with Utah law. Once drafted, it would be sent to the Grand County Attorney for review and revision and my portion of the project would be complete. The anticipated timeline for the project is:

1) The Study Committee would advise me of their recommended form of government [either county commission, expanded county commission, elected executive and council or appointed manager and council] prior to or around late September 2019;
2) This recommendation would include the number of commissioners or council members, whether they are full time or part-time, and whether they are voted for at large/ by district/ or a combination and other pertinent details;
3) Upon receipt of this complete recommendation, my firm would have 30 days to provide the Optional Plan documents. The documents would be provided to The SC and revised based on any comments that are received within a reasonable time (recommend 2 week comment period);
4) Revisions would be made after the comment period if necessary to ensure the SC’s recommendation is carried out; and
5) Then, The Optional Plan will be presented to the Grand County Attorney who will revise as she deems necessary or beneficial.

My firm’s representation would be limited as set forth above and a Fee Agreement would be presented and signed. It is understood that all legal fees are billed hourly and this is a good faith estimate. Ideally, the project will not require 30 hours but it may take longer. If retained, I will certainly strive to provide an efficient, economical service to the Study Committee.

Thank you for considering my firm in this important task and please let me know if you need additional information.

Leigh

Law Office of Leigh H. Singleton, Esq.
600 17th Street, Suite 2800 South
Denver, Colorado 80202
By appointment in Moab, Utah
Confidentiality Notice: The information contained in this communication may be privileged or confidential. If you are not the intended recipient, you are hereby notified that any use, dissemination, distribution, or copying of this communication is strictly prohibited. If you received this communication in error, please notify the sender immediately and delete the copy you received. Thank you for your cooperation.
LEIGH H. SINGLETON
Law Office of Leigh H. Singleton, LLC
600 17th Street, Suite 2800 South
Denver, Colorado 80202
by appointment in Moab, Utah
720-904-9189
leighsingleton@q.com

EXPERIENCE

LAW OFFICE OF LEIGH H. SINGLETON, LLC
Denver, Colorado (2006- Present)

Lending expertise and guidance to clients in the areas of commercial litigation, real estate, landlord/tenant and employment. Providing aggressive and cost effective case management, including early analysis of needs and objectives, effective use of information technology in discovery and at trial. Resolving commercial disputes using private mediation and arbitration. Advising clients on how to avoid litigation by proactively auditing and actively strategizing commercial disputes. Scope of commercial disputes including, defamation, protection of proprietary information, shareholder disputes, employee disputes, landlord tenant disputes, leases, premises liability, real estate, construction and design cases and breach of contract issues.

MINOR & BROWN PC
Denver, Colorado (2003-2006)
Litigation Associate responsible for taking cases from their inception to their resolution and/or trial. Specialty area: commercial litigation.

STEWART, SHORTHRIDGE AND FITZKE, PC
Litigation Associate. Meet with clients to assess case, prepare discovery, research issues, draft and file appropriate Motions, conduct depositions, prepare expert witnesses and conduct trials.

DISTRICT ATTORNEY’S OFFICE, DEPUTY DISTRICT ATTORNEY
13th Judicial District, Fort Morgan, Colorado (1998-1999)

BACKGROUND

Education: University of Texas at Dallas (B.A., Magna Cum Laude, 1992); Texas Tech University (J.D. 1996). Member: 1st JD Bar, Denver, Women’s Bar Associations and Utah Bar Association.
Yes, perfect.

On Jun 7, 2019, at 9:09 PM, Ruth Dillon <rdillon@grandcountyutah.net> wrote:

Christina,
With Bob’s concurrence may I add your email below to the next SC packet? This would be supporting materials for a related action item.

Sent from my brain

On Jun 7, 2019, at 1:51 PM, Christina Sloan <csloan@grandcountyutah.net> wrote:

Ruth,

Since Bob is out of town, he asked me to confirm Steve Russell’s offer to draft the Optional Plan for the Study Committee for their consideration.

Steve is willing to draft the Optional Plan for $150/hour not to exceed $3,000 (estimated for 20 hours); provided, however, that he reserves the right to revisit the project maximum as necessary if the Study Committee requests numerous edits, proposes complicated provisions, etc. The scope of work is for drafting the Optional Plan only; it does not include general consultation or counsel.

FYI, I am comfortable with this proposal. Steve is very fair with his billing with the County; I think 20 hours is enough time; and the not to exceed maximum is low enough that even if we have to revisit it, the SC will have sufficient budget to increase it.

Thanks -

Christina Sloan
Grand County Attorney
125 East Center Street
Moab, Utah 84532
435.259.1324
Can you print this out for our next meeting? Thank you.

---

Jeramy,

Thank you for inviting me to bid on this important project. I very much enjoyed talking with you and, as I said, helping Grand County select a new form of government and draw up the necessary documentation sounds exciting. Unfortunately, I’m afraid I have to decline the opportunity to bid on this project. In thinking about similar projects I’ve tackled in the past, it strikes me that a budget of $10,000 is significantly less than what the work will reasonably take. And although you assured me that the law would require the county to compensate for me work actually done on the project, I get the sense that there are some political undercurrents that could make expanding that budget difficult for everyone. I prefer to be straight with you up-front, as I hope you understand.

It truly was a privilege to be asked, however, and I hope you’ll keep me in mind if the county has other legal needs in the future. Please let me know if you have any questions.

Kind regards,

Shawn

---

CONFIDENTIALITY NOTICE: This communication may contain attorney-client privileged information. If you received this communication in error, please alert me by reply email, and delete it immediately. Do not misuse or transmit the information to anyone. Thank you.
Ruth Dillon

From: Jeramy Day
Sent: Friday, April 12, 2019 9:59 AM
To: Ruth Dillon
Subject: FW: Grand County Study Committee

Ruth,

Here is the quote from Snell and Willmer.

From: Peay, Stewart [speay@swlaw.com]
Sent: Friday, March 29, 2019 6:01 PM
To: Jeramy Day
Subject: RE: Grand County Study Committee

Jeramy,

With respect to the questions below we would like to propose the following:

1. With respect to questions about HB 224 and Utah Code Ann. § 17-52a et seq. and other elements of Utah State Law, we would propose the use of a three lawyer team. Those three lawyers are Stewart Peay ($425/hr), Graham Gilbert ($340/hr), and Olivia Curley ($215/hr). We would use the most efficient model possible to respect the Committee’s need for efficient and effective work. For instance, research and initial drafting would be done by Ms. Curley and any review and substantive analysis would be done by either Mr. Graham or Mr. Peay. We do not believe that fees would exceed $3000 for this work.

2. With respect to drafting the governing documents, we would use the same team. Ms. Curley would do the initial drafting while Mr. Gilbert or Mr. Peay would do analysis and final review. We believe that we could complete this work for $6500.

I would suggest an hourly engagement for the above because I don’t see number 1 reaching $3,000 and I see drafting the new documents to likely be about $6,500. We will establish a not to exceed level that combines the numbers identified above. In part, because I think the two items are likely to bleed into each other and it may be difficult to differentiate them for billing purposes.

Our retention would be limited to these issues. If other issues arose, we would want to price and discuss representation at the appropriate time.

Thanks,
Stewart

From: Jeramy Day <jday@grandcountyutah.net>
Sent: Wednesday, March 27, 2019 2:09 PM
To: Peay, Stewart <speay@swlaw.com>
Subject: Grand County Study Committee

[EXTERNAL]
Stewart Peay,
I, on behalf of the Grand County Change of Government Study Committee would like to request a budget proposal for the following legal inquiries.

1) A attorney who would be able to answer questions pertaining to HB224 and the change of government processes and any legal issues that may arise.

2) Help Draft the new Grand County governing documents and insure they are in good standing with state law.

Sincerely,

Jeramy Day
Grand County Change of Government Study Committee Member
INDEPENDENT CONTRACTOR AGREEMENT

This INDEPENDENT CONTRACTOR AGREEMENT is hereby entered into this ___ day of _______ 20__ ("Effective Date") by and between Grand County, a political subdivision of the State of Utah, located at 125 E. Center Street, Moab, UT 84532 (the "County") and __________________________, a Utah limited liability company [Utah corporation] located at __________________________ (the "Contractor").

WITNESSETH

WHEREAS Contractor is willing to provide services to County as an Independent Contractor, and County is willing to accept services from and compensate Contractor for said services subject to this Agreement;

NOW THEREFORE, in consider in consideration of the mutual promises and covenants set forth in this Agreement, County and Contractor agree as follows:

1. SERVICES. Contractor herewith agrees to perform the following services, as more particularly described in the Scope of Work attached hereto as Exhibit A (the "Services"):

INSERT DESCRIPTION OF SERVICES

[INTEGRATE DEFINITION OF WORK PRODUCT FOR ALL "WORK FOR HIRE" AGREEMENTS SUCH AS PROFESSIONAL SERVICES]

The Parties acknowledge that they may amend and modify the Services only through written Amendment, which shall be attached to this Agreement and incorporated herein upon mutual execution.

2. PROJECT SCHEDULE. Contractor shall complete the Services on the following schedule (the "Project Schedule"):

INSERT PROJECT SCHEDULE

Contractor shall use commercially reasonable efforts to meet the Project Schedule, and the County agrees to cooperate in good faith to allow Contractor to meet the Project Schedule in a timely and professional manner. The Parties acknowledge that they may amend and modify the Project Schedule only through written Amendment, which shall be attached to this Agreement and incorporated herein upon mutual execution.

3. [PROPERTY. Contractor shall perform the Services for the benefit of real property owned by the County located at __________________________ (the "Property"). The County warrants and represents that it owns the Property.] INTEGRATE ONLY FOR CONSTRUCTION SERVICES

Resolution # 3176 Approved April 2, 2019
4. TERM OF AGREEMENT. This Agreement shall begin on the Effective Date and shall expire on or before ______. [OR shall continue until NAME EVENT OR shall continue until terminated by either party as provided below]

5. PAYMENT.

   a. Compensation. County shall pay Contractor, and Contractor shall accept from County, in full payment for the Services under this Agreement, the following compensation: _________ (the “Compensation”). Contractor shall invoice the County upon completion of the Services, and the County shall pay Contractor within thirty (30) days of the County’s approval of the same.

   [OR The County shall pay Contractor for the Services on a time and materials basis not to exceed the Estimate attached as Exhibit B. Contractor shall invoice the County on the following schedule:

   Mobilization
   % Completion
   Certificate of Occupancy
   County Approval = EXAMPLES ONLY

   The County shall pay all invoices within thirty (30) days of invoice date.]

   b. Lien Waivers. As a condition precedent to each payment under this Agreement, including the final payments, not later than the date of payment request, the Contractor shall furnish affidavits and lien waivers and releases in the form attached hereto, confirming that no liens or rights in rem of any kind lie upon or have attached against the Property, the Services or materials, articles or equipment therefore and shall furnish such other documents as may be required by the County as may be necessary in its judgment to protect its interests, including, without limitation, monthly waivers of mechanics’, laborers’ and materialmen’s liens by all subcontractors and all suppliers who have supplied material and/or labor for the Services. The Contractor agrees that no liens or rights in rem shall so lie or attach, and the Contractor shall indemnify and hold harmless from and against such liens, rights and any and all expenses incurred by the Contractor or the County in discharging them.] INTEGRATE ONLY FOR CONSTRUCTION SERVICES

6. NOTICE OF COMPLETION. Contractor shall submit to the County a written and dated Notice of Completion once the Services are complete. The County may object to the Notice of Completion in writing withing fifteen (15) days of the Notice of Completion Date by describing the incomplete work. Contractor shall have thirty (30) days from the Objection Date to respond or complete the Services required hereunder, at which time the Contractor shall submit to Client a written and dated Final Notice of Completion. If
County does not timely object hereunder, then the Services shall be deemed acceptable to the County.

7. PROFESSIONAL LICENSES & COMPLIANCE WITH LAWS. Contractor shall obtain and be responsible for all occupational and professional licenses and permits required to perform the Services prior to the commencement of the same.

8. CONTRACTOR, DEFINED.

a. Independent Contractor. Contractor is and shall always be an independent contractor with respect to the Services performed hereunder. Contractor accepts full and exclusive liability for the payment of any and all premiums, contributions, or taxes for workers compensation, Social Security, unemployment benefits, or other employee benefits now and hereinafter imposed under any state or federal law which are measured as wages, salaries or other remuneration paid to persons employed by Contractors on work performed under the terms of this Agreement.

b. No Third Party Beneficiary. Nothing contained in this Agreement, nor any act of the County or Contractor, shall be deemed or construed to create any third-party beneficiary or principal and agent association or relationship involving the County. The Contractor has no authority to take any action or execute any documents on behalf of the County.

c. Miscellaneous. As used herein, Contractor shall include all owners, members, shareholders, directors, officers, agents, employees, heirs, assigns, and subcontractors of Contractor. All Contractor’s employees engaged hereunder shall be at least 18 years of age. Further, the County reserves the right to remove employees of Contractor or Subcontractor engaged hereunder for substandard work, gross negligence or intentional disregard for county property, or drug or alcohol use.

9. [OWNERSHIP RIGHTS. Contractor understands and agrees that the Work Product created by Contractor hereunder is for the sole and exclusive use of the County. Contractor further understands and agrees that the County shall be the sole and exclusive owner of all right, title, and interest in and to such Work Product. The County has the right to use or not use the Work Product and to use, reproduce, reuse, alter, modify, edit or change the Work Product as it sees fit and for any purpose.] INTEGRATE ONLY FOR CONSTRUCTION SERVICES

10. CONFIDENTIALITY. All designated confidential information disclosed by the County to the Contractor hereunder shall be kept confidential by Contractor. In such event, Contractor agrees to use all reasonable precautions to ensure that all such confidential information is properly protected and kept from unauthorized persons or disclosure.

11. REPRESENTATIONS AND WARRANTIES.
a. **Best Efforts.** Contractor warrants that the materials and equipment furnished under this Agreement shall be of good quality and new, unless otherwise required or permitted hereunder, that the Services shall be free from defects not inherent in the quality required or permitted, and that the Services shall conform with the requirements hereunder. The Services not conforming to these requirements, including substitutions not properly approved and authorized, shall be considered defective. If required by the County, Contractor shall furnish satisfactory evidence as to the kind and quality of materials and equipment.

b. **Service Warranty.** Warranty Contractor further warrants that the Services shall be free of defects and deficiencies for a period of one (1) year after the Final Notice of Completion Date (the “Warranty Period”). The County may enforce the Warranty by providing a written Notice of Deficiency within the Warranty Period. Contractor shall have thirty (30) days from the Notice of Deficiency Date to inspect, object/respond, or repair/replace the Services.

c. **Legal Compliance.** Contractor shall comply with all federal, state, and local laws, ordinances and regulations governing the Services. [INTEGRATE ONLY FOR CONSTRUCTION SERVICES]

[OR Contractor represents and warrants to the County that Contractor is free to enter into this Agreement and that Contractor’s performance hereunder shall not conflict with any other Agreements to which Contractor may be a party. Contractor further represents and warrants to the County that the Work Product is unique and original, is clear of claims or encumbrances, and does not infringe on the rights of any third parties. Contractor shall comply with all federal, state, and local laws, ordinances and regulations governing the Services] [INTEGRATE FOR “WORK FOR HIRE” AGREEMENTS SUCH AS PROFESSIONAL SERVICES]

12. **INSURANCE.**

a. **General.** Prior to Contractor’s commencement of the Services, Contractor shall carry the following insurance with an insurance company duly admitted into the State of Utah which maintains an A.M. Best rating of “A-” or better and provide a copy of each Certificate of Insurance to the County:

i. **Commercial General Liability** with coverage not less than [$2 million each occurrence [$1 million each occurrence FOR SMALL PROJECTS] with a $4 million combined single limit [$2 million combined single limit FOR SMALL PROJECTS]. Such insurance shall cover liability arising from premises, operations, independent contractors, product-completed operations, personal and advertising injury, and liability assumed under an insured contract (including the tort liability of another assumed in a
business contract). There shall be no endorsement or modification of the Commercial General Liability form arising from pollution, explosion, collapse, underground property damage, or work performed by Contractors;

ii. [Professional Liability with coverage of not less than $1 million each claim and $2 million aggregate]; FOR PROFESSIONALS ONLY

iii. [Workers' Compensation and Employers' Liability Insurance with coverage of not less than $1,000,000 for bodily injury caused by accident and $1,000,000 for bodily injury by disease; and] FOR CONTRACTORS AND ARCHITECTS

[OR Workers' Compensation and Employers' Liability Insurance with coverage of not less than $100,000 for bodily injury caused by accident and $100,000 for bodily injury by disease; and] FOR PROFESSIONALS WITHOUT MUCH RISK OF INJURY

iv. Business Auto Liability Insurance with coverage of not less than $1,000,000 for each accident.

b. Certificates of Insurance. Each Certificate of Insurance shall provide the following: a) designation of the County as an Additional Insured; b) requirement that Insurer provide the County at least thirty (30) days' prior written notice of cancellation and termination of the County’s coverage thereunder; and c) an endorsement for Waiver of Subrogation. Contractor shall provide a copy of the Certificate of Insurance to the County prior to commencing the Services.

13. BREACH. As used herein, Breach shall mean any failure to by a party hereunder to perform any of its obligations under this Agreement, including but not limited to: Contractor’s failure to commence or otherwise perform the Work in accordance with the provisions of this Contract, Contractor’s failure to use an adequate amount or quality of personnel or equipment to complete the Work without delay, a party’s adjudication as bankrupt, assignment of this Agreement for the benefit of its creditors, insolvency, or any party’s failure to make prompt payments required hereunder, including Contractor’s payments to its subcontractors, materialman, or laborers.

14. TERMINATION OF AGREEMENT.

a. By the County. In the event of Contractor’s Breach hereunder, the County may, after giving the Contractor three (3) days’ written notice, terminate this Contract and take possession of the Work. Upon receipt of such notice, Contractor shall cease operations and terminate existing subcontractors and purchase orders to the
extent directed in the notice and complete such portions of the Work and take all actions to mitigate any losses and damages arising from the termination, as specified in the notice. Upon termination pursuant to this Section, the Contractor shall be entitled to receive, as full and final compensation for the Services, the Contract Sum attributable to the Work properly performed prior to the effective date of termination to the extent not previously paid and reasonable and necessary termination expenses for demobilization (subject to the County’s receipt of supporting documentation acceptable to the County) and the ratable proportion of the Contractor’s profit earned as of that date, provided, however, that the total amount paid to Contractor pursuant to this Section shall not exceed the Compensation.

b. By the Contractor. Contractor shall have the right to terminate this Contract in the event the County has failed, without cause, to make payment required hereunder, or the Project has been suspended for more than one hundred twenty (120) days; however, provided that such suspension is not the result of acts of force majeure or acts or omissions of the Contractor.

c. Effect of Termination. In the event of termination under this Section, this Agreement (other than Sections 9 through 12 and 15, which survive termination under law), shall forthwith become wholly void and of no further force and effect; provided, however, that nothing herein shall relieve any party from liability for willful Breach of this Agreement.

15. INDEMNIFICATION. The Services performed by Contractor shall be at the risk of Contractor exclusively. Contractor herewith agrees to indemnify, defend, and hold the County, its officers, agents, officials and employees, harmless from any action, causes of action, claims for relief, demands, damages, expenses, costs, fees, taxes, or compensation, whether or not said actions, causes of action, claims for relief, demands, damages, costs, fees, expenses and/or compensations are known or unknown, are in law or equity, and without limitation, all claims of relief which can be set forth through a complaint or otherwise that may arise out of the acts or omissions, negligent or otherwise of the contractor, the County or their respective officers, officials, agents, or employees, or any person or persons.

16. ENTIRE AGREEMENT. This Agreement contains the complete Agreement concerning the contracted service arrangement between the parties and shall, as of the effective date hereof, supersede all other Agreements between the parties. The parties stipulate that neither of them has made any representations with respect to the subject matter of this Agreement or any representations including the execution and delivery of this Agreement except such representations as are specifically set forth in this Agreement and each of the parties acknowledges that they or it have relied on its own judgment in entering into this Agreement. The parties further acknowledge that any payments or representations that may have been made by either of them to the other prior to the date of executing this Agreement are of no effect and that neither of them has relied thereon in connection with their or its dealings with the other.
The Contractor may subcontract out a portion of the work to another party only with the express written permission of Grand County. It is acknowledged that any Agreement between the Contractor and Subcontractor is not binding on Grand County.

17. MODIFICATION OF AGREEMENT. Any modification of this Agreement or additional obligation assumed by either party in connection with this Agreement shall be binding only if evidenced by writing signed by each party or an authorized representative of each party.

18. NO ASSIGNMENT. This Agreement is not assignable without the written consent of the Parties.

19. DISPUTES. Should any disputes arise with respect to this Agreement, the Contractor and the County agrees to act immediately to resolve any such disputes. Time is of the essence in the resolution of disputes. The Contractor agrees that the existence of a dispute notwithstanding, it will continue without delay to carry out all its responsibilities under this Agreement in the accomplishment of all non-disputed work, any additional costs incurred by the Contractor or County as a result of such failure to proceed shall be borne by the Contractor; and the Contractor shall not make a claim against the County for such costs.

20. CHOICE OF LAW. It is the intention of the parties to this Agreement that this Agreement and the performance under this Agreement, and all suits and special proceedings under this Agreement, be construed in accordance with and under and pursuant to the laws of the State of Utah and that, in any action, administrative action, special proceeding or other proceeding that may be brought arising out of, in connection with, or by reason of this Agreement, the laws of the State of Utah shall be applicable and shall govern to the exclusion of the law of other forums. Any such action shall be brought in the 7th Judicial District, State of Utah, Grand County.

21. NO WAIVER. The failure of either party to this Agreement to insist upon the performance of any of the terms and conditions of this Agreement, or the waiver of any breach of any of the terms and conditions of this Agreement, shall not be construed as thereafter waiving any such terms and conditions, but the same shall continue and remain in full force and effect as if no such forbearance or waiver had occurred.

22. SEVERABILITY. The invalidity of any portion of this Agreement for any reason with not and shall not be deemed to affect the validity of any other provision. In the event that any provision of this Agreement is held to be invalid, the parties agree that the remaining provisions shall be deemed to be in full force and effect as if they had been executed by both parties subsequent to the severing of the invalid provision.

23. UNDERSTANDING AND EFFECT OF AGREEMENT.
A. Parties acknowledge that they have been advised to consult legal counsel and have had the opportunity to consult with legal counsel prior to entering into Agreement.

B. Parties warrant that they enter into this Agreement with full knowledge of the meaning and future effect of the promises, releases and waivers contained herein.

C. Parties warrant that they have entered into the releases and waivers contained in this Agreement voluntarily and that they make them without any duress or undue influence of any nature by any person.

24. PARAGRAPH HEADINGS. The titles to the paragraphs of this Agreement are solely for the convenience of the parties and shall not be used to explain, modify, simplify, or aid in the interpretation of the provisions of this Agreement.

25. ATTORNEYS’ FEES AND COSTS. In the event of dispute hereunder, the prevailing party, as determined by a court of competent jurisdiction, shall recover its attorneys’ fees and costs incurred to enforce this Agreement.

26. DUTY OF NOTIFICATION. Upon filing for bankruptcy or insolvency proceeding by or against the Contractor, whether voluntary or involuntary, or upon appointment of a receiver, trustee, or assignee for the benefit of creditors, the Contractor shall immediately notify the County.

27. BINDING EFFECT, AMENDMENT. This Agreement and related documents, including the RFP and Project Documents, when properly accepted by the County, shall constitute a contract equally binding between the County and Contractor. This Agreement may be amended only upon mutual written agreement of the Parties.

IN WITNESS WHEREOF, each party to this Agreement has caused it to be executed on the date indicated below.

Contractor’s Signature   Printed Name of Contractor and Title   Date

County Signature   Chair, Grand County Council   Date

ATTEST:

Grand County Clerk/Auditor   Date

Contact Information

Resolution # 3176 Approved April 2, 2019
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<th>Contractor’s Contact Information</th>
<th>County’s Assigned Project Manager</th>
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Resolution # 3176 Approved April 2, 2019
Exhibit A
Services

Contractor herewith agrees to perform the Services as set forth in this Exhibit.

INTEGRATE PROJECT DOCUMENTS AS NECESSARY
CONDITIONAL WAIVER AND RELEASE OF LIENS AND CLAIMS

1. The undersigned is the duly authorized agent for (“Contractor”) and is authorized to grant, on Contractor’s behalf, the lien and claim waivers set forth herein.

2. Contractor has supplied laborers, machinery, tools, equipment, materials, and/or professional or skilled services (collectively, the “Improvements”) to the real property described as follows:

[Insert Legal Description] (collectively, the “Property”).

3. Contractor, for all Improvements supplied through the date of __________, shall, upon receipt of $________________ (“Payment”):

   (a) release, relinquish, and waive any and all rights to and claims for a mechanics’ lien, notice to disburser or verified statement of claim against the Property arising out of any work performed or furnished by the Contractor in connection with the Improvements or the Property; and

   (b) release the owner(s) of the Property and its lender, managers, members, owners, officers, directors, agents, employees, contractors, affiliates and related entities (collectively, the “Releasees”) from any and all rights of action, liabilities, judgments, damages, losses, liens, and claims of any other kind or nature arising out of any work performed, furnished, and/or agreed to by the Contractor in connection with the Improvements or the Property.

4. Contractor warrants that it has paid (or will pay upon Payment) in full all of its laborers, subcontractors, materialmen, suppliers, and any others for all labor, machinery, tools, equipment, materials and/or professional or skilled services provided in connection with the Improvements.

5. Contractor warrants that, following Payment, should any lien or claim be filed for labor, machinery, tools, equipment, materials, and/or professional or skilled services performed in connection with the Improvements, Contractor will defend, indemnify, and hold harmless the Releasees against such lien or claim and, in addition, immediately either (i) obtain settlement of any such lien or claim and furnish Owner with a written and full release of such lien or claim, or (ii) furnish the Owner a bond, for release of such lien pursuant to law.

NOTICE: This document waives rights conditionally. This document is enforceable against you if you sign it and once you have been paid.
I CERTIFY UNDER PENALTY OF PERJURY UNDER THE LAWS OF THE STATE OF UTAH THAT THE ABOVE IS A TRUE AND CORRECT STATEMENT.

IN WITNESS WHEREOF, I have hereunto set my hand and seal this ____ day of ______________, 20__.

Signature: __________________________

Company Name: _______________________

Printed Name: _________________________

Title: ________________________________

STATE OF UTAH  )
COUNTY OF GRAND  ) ss.

Subscribed and sworn to before me this _____ day of ________________________, 20__, by __________________ as __________________ of ______________________.

Witness my hand and official seal.

(SEAL) ___________________________ Notary Public
For June 14th, 2019 Meeting

Expert Consultation Concerning Possible Voting Districts

Bob Greenberg

It appears that most experts on drawing voting districts have been involved in either efforts to create safe districts for either Republicans or Democrats, or as a result of voting rights litigation. Since early May, I have been in touch with Bill Cooper (abbreviated vita attached), a nationally recognized expert in redistricting, to explore his interest in working with the Study Committee to examine the possibility of drawing voting districts for the Study Committee’s recommendation to the voters. He has expressed enthusiasm about working with the Study Committee and reports that an initial draft plan would likely take him less than a half a day as unlike most redistricting projects ours does not include a voting rights angle. These draft plans will enable the Committee to understand and carefully study forms of government with a mixture of members elected at-large and by district, as well as forms of government with all members elected by district.

His fee is $125/hour. Mr. Cooper will be travelling to SLC in September for a conference and could possibly come to Moab to meet with the Committee in-person at that time.

I propose that the Committee budget an amount not to exceed $1,000.00 for initial draft plans for 3 and 5 voting districts. Mr. Cooper is to be directed to attempt, in so far as possible, to promote diversity on the governing body, ensure that there are equal numbers of registered voters in each district and keep together communities of interest: for example rural portions of the county, the older, downtown neighborhoods and the newer outlying neighborhoods.
Summary of Redistricting Work

I have a B.A. in Economics from Davidson College in Davidson, North Carolina.

Since 1986, I have prepared proposed redistricting maps of approximately 750 jurisdictions. I have analyzed and prepared election plans in over 100 of these jurisdictions for two or more of the decennial censuses – either as part of concurrent legislative reapportionments or, retrospectively, in relation to litigation.

Post-2010 Redistricting Experience

Since the release of the 2010 Census in February 2011, I have developed statewide legislative plans on behalf of clients in eight states (Alabama, Connecticut, Florida, Georgia, Kentucky, South Carolina, Texas, and Virginia), as well as over 150 local redistricting plans in approximately 30 states.

In March 2011, I was retained by the Sussex County, Virginia Board of Supervisors and the Bolivar County, Mississippi Board of Supervisors to draft new district plans based on the 2010 Census.

Also in 2011, I was retained by way of a subcontract with Olmedillo X5 LLC to assist with redistricting for the Miami-Dade County, Florida Board of Commissioners and the Miami-Dade, Florida School Board. Final plans were adopted in late 2011 following public hearings.

In the fall of 2011, I was retained by the City of Grenada, Mississippi to provide redistricting services.
In 2012 and 2013, I served as a redistricting consultant to the Tunica County, Mississippi Board of Supervisors and the Claiborne County, Mississippi Board of Supervisors.

In August 2018, the Wenatchee City Council adopted a hybrid election plan that I developed – five single-member districts with two members at-large.

I currently serve as a redistricting consultant and expert to the City of Decatur, Alabama.

**Historical Redistricting Experience**

In the 1980s and 1990s, I developed voting plans in about 400 state and local jurisdictions – primarily in the South and Rocky Mountain West. During the 2000s, I prepared draft election plans involving about 300 state and local jurisdictions in 25 states. Most of these plans were prepared at the request of local citizens’ groups, or national organizations for Section 2 or Section 5 voting rights litigation.

Election plans I developed for governments in two counties – Sussex County, Virginia and Webster County, Mississippi – were adopted in 2002.

In August 2005, the State of South Dakota adopted a state legislative plan I developed to remedy a Section 2 voting rights violation.

A county council plan I developed was adopted by Charles Mix County, South Dakota in November 2005. A plan I drafted in Bethlehem, Pennsylvania was adopted in March 2009. Plans I developed in Columbus County, North Carolina and Cortez-Montezuma School District in Colorado were adopted in 2009.

Since 1986, I have testified at trial as an expert witness on redistricting and demographics in federal courts in numerous voting rights cases.