

RESOLUTION 23-06

INTERLOCAL AGREEMENT BETWEEN CACHE COUNTY AND HYRUM CITY FOR THE ADMINISTRATION OF 2023 MUNICIPAL ELECTIONS

This interlocal agreement (this “Agreement”) is made and entered into by Cache County, a political subdivision of the State of Utah (the “COUNTY”), and Hyrum City, a municipality and political subdivision of the State of Utah (the “CITY”), referred to collectively herein as the Parties and each individually herein as a Party.

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

WHEREAS, the Parties are political subdivisions of the State of Utah and desire to work through cooperative action under the Act to benefit the residents of both the COUNTY and the CITY; and

WHEREAS, the Parties desire to successfully conduct the 2023 CITY Municipal Primary (August 10) and General (November 2) Elections (collectively the “2023 CITY Municipal Elections”); and

WHEREAS, it is to the mutual benefit of the Parties to enter into an agreement providing for their joint efforts to administer the 2023 CITY Municipal Elections.

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

Section 1. EFFECTIVE DATE

This Agreement will become effective and enter into force within the meaning of the Act upon (a) approval by resolution of the governing body of each respective Party, (b) execution by a duly authorized official of each respective Party, (c) submission to and approval as to form by an authorized attorney of each respective Party, as required by Utah Code section 11-13-202.5, and (d) filing in the official records of each party.

Section 2. DURATION

The term of this Agreement is from the effective date until the completion of the Parties’ responsibilities associated with the 2023 CITY Municipal Elections or until terminated but is no longer than 1 year from the effective date of this Agreement. This Agreement will 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 Cache County Attorney and the attorney for CITY. Prior to becoming effective, this Agreement must be filed with the person who keeps the records of each of the respective Parties.

Section 3. ADMINISTRATION OF AGREEMENT

By entering this Agreement, the Parties do not intend to establish a separate legal entity. The Parties agree that, pursuant to Utah Code section 11-13-207, the COUNTY, by and through the Cache County Clerk/Auditor Elections Office, shall act as the administrator of this Agreement. The Parties further agree that this Agreement does not anticipate nor provide for any organizational changes in the Parties. The Parties agree that the Cache County Clerk/Auditor Elections Office will keep all books and records in such form and manner as the COUNTY shall specify and further agree that those books and records will be open for examination by the Parties at all reasonable times. The Parties agree that they will not jointly acquire, hold, or dispose of real or personal property under this Agreement during this joint undertaking. In the performance of obligations under this Agreement, no agent, employee, officer, or elected official of the CITY or the COUNTY is or will be deemed to be an agent, employee, officer, or elected official of the other Party.

In the exercise of their obligations under this Agreement, the Parties shall comply with all applicable federal, state, and local laws governing elections, including the Utah Election Code, Utah Code Ann. § 20A-1-101 *et seq.*

Section 4. PURPOSES

This Agreement is entered into between the Parties for the purpose of administering the 2023 CITY Municipal Elections. This Agreement contemplates basic, traditional primary and general elections (including rank choice voting when applicable). All other election-related services, including but not limited to services for special elections or elections for subsequent years, will need to be agreed to in a separate writing signed by the Parties.

Section 5. RESPONSIBILITIES

The Parties agree to fulfill their respective responsibilities set forth in Exhibit A, which is attached hereto and incorporated herein, for the 2023 CITY Municipal Elections. The CITY agrees to pay to the COUNTY the cost of the COUNTY's administration of the 2023 CITY Municipal Elections. A table itemizing various election costs and an estimate of the total anticipated cost for the CITY is contained in Exhibit B, which is attached hereto. The CITY agrees to pay to the COUNTY the actual cost of administering the 2023 CITY Municipal Elections within 30 days of receiving an invoice from the COUNTY.

Section 6. METHOD OF TERMINATION

This Agreement will automatically terminate at the end of the term set forth in Section 2 of this Agreement. Prior to the automatic termination of the Agreement at the end of the term set forth in Section 2, either Party may terminate the Agreement sixty days after providing written notice of termination to the Party. If the Agreement is terminated prior to the end of the term set forth in Section 2, the CITY will be responsible for any costs incurred through the time of termination and any costs not then incurred but which are contemplated herein and irreversible at the time of termination, such as return mailing costs.

Section 7. INDEMNIFICATION

Each Party agrees to indemnify and hold harmless the other for damages, claims, suits, and actions arising out of negligent or intentional errors or omissions of its own officials or employees made in connection with this Agreement. The Parties agree that their obligations to indemnify are limited to the dollar amounts set forth in the Governmental Immunity Act, Utah Code section 63G-7-604.

Section 8. AMENDMENTS

This Agreement may not be amended, changed, modified, or altered except by an instrument in writing that is (a) approved by resolution of the governing body of each respective Party, (b) executed by a duly authorized official of each respective Party, (c) submitted to and approved by an authorized attorney of each respective Party, as required by Utah Code section 11-13-202.5, and (d) filed in the official records of each party.

Section 9. SEVERABILITY

If any term or provision of this Agreement or the application thereof shall to any extent 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, will not be affected thereby and will 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 10. NO PRESUMPTION

If any provision of this Agreement requires judicial interpretation, the court interpreting or construing the same shall not apply a presumption that the terms hereof are to be more strictly construed against the drafting party by reason of the rule of construction that a document is to be construed more strictly against the person who prepared it, it being acknowledged that each Party has participated in the preparation hereof.

Section 11. HEADINGS

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

Section 12. NOTICES

All notices, demands, and other communications given by a Party under this Agreement must be in writing and will be deemed to have been properly given if delivered by hand or by certified mail, return receipt requested and postage paid, to the other Party at the address of the CITY Mayor or COUNTY Executive, as applicable, or to such other addresses as may be designated by notice given hereunder.

Section 13. ASSIGNMENT

Neither Party may assign this Agreement or any part of it without prior written consent of the other Party. No assignment shall relieve the original Parties from any liability hereunder.

Section 14. GOVERNING LAW

This Agreement will be governed by the laws of the State of Utah.

IN WITNESS WHEREOF, the Parties execute this Agreement pursuant to resolutions duly and lawfully passed on the dates listed below:

CACHE COUNTY

Authorized by Resolution 2023 - ____, passed on the ____ day of _____ 2023.

David N. Zook, County Executive

ATTEST: Jess W. Bradfield
Cache County Clerk/Auditor

APPROVED AS TO FORM AND COMPATIBILITY
WITH THE LAWS OF THE STATE OF UTAH:

Taylor Sorenen
Chief Civil Deputy County Attorney

CITY

Authorized by Resolution 23-06, passed on the ____ day of _____ 2023.

Stephanie Miller
Mayor

ATTEST:

Stephanie Fricke
CITY Recorder

APPROVED AS TO FORM AND COMPATIBILITY
WITH THE LAWS OF THE STATE OF UTAH

Dear City Recorder,

Our office has prepared an estimate for the 2023 municipal elections. I have attached a scope of work, election estimate cost, and important dates related to the elections this year.

The clerk's office will have an early voting location and a vote center on Election Day.

At this time, we are unable to facilitate any additional vote centers throughout the county on Election Day. Voters who need a ballot can visit the early voting center or the vote center on Election Day. All registered voters will receive a ballot in the mail and our office can mail voters replacement ballots as necessary.

The necessity of a vote center on Election Day is primarily for provisional voters who need to update their voter registration or register to vote on Election Day. Voters who choose to go to the vote center to pick up an additional ballot instead of returning the ballot that was mailed to them will increase the cost of ballot printing and administration. We will work with each city to educate the voters on vote-by-mail to reduce unnecessary costs. Utah has led the nation in vote-by-mail and it is not expected that the vote-by-mail requirement in 20A-3a-202 will be repealed for future election years.

Please coordinate with your City Council and let us know if you would like to move forward with an interlocal agreement with Cache County. If you have any questions about the upcoming election, please contact Cache County Election Coordinator Dustin Hansen at dustin.hansen@cachecounty.org or Chief Deputy Bryson Behm at bryson.behm@cachecounty.org directly.

Thank you,

Exhibit A
2023 Municipal Elections
Scope of Work for Election Services

Revised 13 February 2023

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

- All administrative functions related to candidate filing;
- All administrative functions related to financial disclosure requirements by state code and/or city code;
- Publish Public Notices required by law.;
- Accept responsibility to keep candidates and the public up to date and informed on all legal requirements governing candidates and campaigns;
- Thoroughly examine and proof all election programming done for the City Municipal Elections. Final approval of ballots and programming will rest with the City;
- Host on the official City website: a link to or copy of the official reported results as hosted on the County Elections webpage, the location of the county-owned ballot drop boxes, and any other information as required by law;
- City will not change the format or otherwise alter the official reported results, only displaying them in the form and format as provided by the County;
- City will canvas the final election results.
- City's with a drop box will bring the remaining ballots to the vote processing center after the polls have closed on election day

Annexations or other boundary changes impacting the administration of the election need to be submitted to the County by June 1, 2023. Annexation changes submitted after June 1, 2023 will not be incorporated into this election.

The City acknowledges that this interlocal Agreement relates to a municipal ballot and election and as required by state statute, the City Clerk/Recorder is the Election Officer.

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 City agrees to consolidate all elections administration functions and decisions in the office of 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 printing;
- Ballot mailings;
- Return postage;
- Ballot processing;
- Printing optical scan ballots;
- Program and test voting equipment;
- Program electronic voter register;
- Poll Worker recruitment, training, and supervision;
- Compensate vote center poll workers;
- Delivery of supplies and equipment;
- Tabulate and report election results on county website;
- Provisional ballot verification;
- Update voter history database;
- Conduct audits (as required);
- Conduct recounts (as required);
- Election Day administrative support;
- Operation of county wide vote center;
- Provide final canvass report of Official Election Results. The City is responsible to canvass their municipal election on the date designated by the County. Such results will constitute the final Official Results of the Election;
- Election security;
- Ballot drop box services - maintain, lock and unlock, and collect ballots.

The County will provide a good faith estimate for budgeting purposes. Election costs are based upon the offices scheduled for election, the number of voters, and the number of jurisdictions participating. The City will be invoiced for its share of the actual costs of the elections.

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.

The City acknowledges that the Interlocal Agreement, which will be provided at a later date, relates to a municipal ballot and election and as required by state statute, the City Clerk/Recorder is the Election Officer.

2023 Municipal Elections
 Cost Breakdown Table and Election Cost Estimate for Hyrum City.

The expenses below are associated with administering the municipal election and are not entirely inclusive of all potential costs:

Fixed Costs For Each Ballot	
11-14" Ballot	\$0.31
Outgoing Envelope	\$0.29
Reply Envelope	\$0.19
Database Export	\$0.04
Postage Outgoing	\$0.57
Drill hole	\$0.21
Insertion of Voter Packet	\$0.30
Fixed Costs For Each Returned Ballot	
Election Supplies	\$0.03
Poll Worker / Staff Wages	\$0.11
Signature Verification	\$0.25
Variable Costs	
Postage Incoming Per piece mailed to clerk without postage affixed	\$0.57
Postage Undeliverable	\$0.57

This following projected cost estimate assumes a 100% voter turnout for your city. The final invoice amount will be based on actual costs.

Election	Registered Voters	Cost
Primary	5621	\$12,928
General	5621	\$12,928

Estimated Cost as of 26 January 2023	\$25,856
Average cost per voter	\$2.30