

## **RESOLUTION 21-05**

### **INTERLOCAL AGREEMENT BETWEEN CACHE COUNTY AND HYRUM CITY FOR THE ADMINISTRATION OF 2021 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 2021 CITY Municipal Primary (August 10) and General (November 2) Elections (collectively the “2021 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 2021 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 11-13-205.5, 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 2021 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.

### **Section 4. PURPOSES**

This Agreement is entered into between the Parties for the purpose of administering the 2021 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 incorporated herein, for the 2021 CITY Municipal Elections. The CITY agrees to pay to the COUNTY the lesser of the actual cost of the COUNTY's administration of the 2021 CITY Municipal Elections and the estimated costs contained in Exhibit B, which is attached hereto and incorporated herein. The CITY agrees to pay to the COUNTY the cost contemplated herein 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 1 of this Agreement. Prior to the automatic termination of the Agreement at the end of the term set forth in Section 1, 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 1, 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 11-13-205.5, 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 2021 - \_\_\_\_, passed on the \_\_\_\_ day of \_\_\_\_\_ 2021.

\_\_\_\_\_  
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:

\_\_\_\_\_  
John D. Luthy  
Chief Civil Deputy County Attorney

**CITY**

Authorized by Resolution No.21-05, passed on the 15 day of April, 2021.

\_\_\_\_\_  
Stephanie Miller  
Mayor

\_\_\_\_\_  
ATTEST: Stephanie Fricke  
CITY Recorder

## **Exhibit A**

### **2021 Municipal Elections Scope of Work for Election Services**

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

- All administrative functions related to candidate filings;
- All administrative functions related to financial disclosures required by state and/or city code;
- Publishing public notices required by law, although the City may work with the County to publish notices jointly with other jurisdictions;
- Informing candidates and the public of legal requirements governing candidates and campaigns;
- Examining, proofing, and providing final approval for all ballots and election programing;
- Posting on the City website a link to or copy of the location of the county-owned ballot drop boxes and the official election results reported on the County Elections web page;
- Posting on the City website a link to the County website for signing up for ballot alert texts;
- Displaying election results only in the format provided by the County and not changing the form or format of, or otherwise altering, the election results as reported by the County; and
- Canvassing the final elections results.

Annexations or other boundary changes impacting the administration of election must be submitted to the County by June 1, 2021. Annexation or other boundary changes submitted after June 1 will not be incorporated into the elections.

The City acknowledges that this 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 will be 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;
- Initial payment of return postage;
- Ballot processing;
- Printing optical scan ballots;
- Programing and testing of voting equipment;
- Programing of electronic voter register;
- Poll worker recruitment, training, and supervision;
- Compensating vote center poll workers;
- Delivery of supplies and equipment;
- Tabulation and reporting of election results on the County's website;
- Provisional ballot verification;
- Updating the voter history database;
- Conducting audits (as required);
- Conducting recounts (as required);
- Election day administrative support;
- Operation of County-wide vote centers;
- Election security;
- Ballot drop box services, including maintaining, locking, and unlocking boxes, and collecting ballots; and
- Providing the final report of official election results, although the City is responsible to canvass its municipal election on the date designated by the County in accordance with the County's final report of official election results.

The County will provide a good faith estimate for budgeting purposes. Election costs are based upon the offices scheduled for election, the anticipated number of voters, and the number of jurisdictions participating. The City will be invoiced for the lesser of its share of the actual costs of the elections or the cost estimated 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 not change.

## Exhibit B

### 2021 Municipal Elections Election Estimate Cost

Active voters for billing purposes, will be calculated 11 days before each Election Day.

Projected cost estimate assumes a 30% voter turnout for your city. The total invoice amount will adjust for higher or lower voter turnout accordingly.

Election	Registered Voters	Cost
Primary	4840	\$9,441.40
General	4840	\$9,441.40

Estimated Cost as of March 4, 2021	\$18,882.80
Average cost per voter	\$1.95