

RESOLUTION NO. R-26-2025

A RESOLUTION OF EAGLE MOUNTAIN CITY, UTAH,
APPROVING AN INTERLOCAL COOPERATION AGREEMENT
WITH UTAH COUNTY FOR THE JOINT ADMINISTRATION
OF THE 2025 MUNICIPAL ELECTION

PREAMBLE

WHEREAS, the Eagle Mountain City Primary and General Elections will be held on August 12, 2025, and November 4, 2025, respectively; and

WHEREAS, the City desires to have Utah County provide manpower and equipment to count all ballots;

NOW, THEREFORE, be it resolved by the City Council of Eagle Mountain City, Utah, as follows:

1. The Interlocal Cooperation Agreement for Joint Administration of the 2025 General Election, attached hereto as Exhibit A and incorporated herein, is hereby approved.
2. This Resolution shall become effective immediately upon its passing.

ADOPTED by the City Council of Eagle Mountain City, Utah, this 1st day of April, 2025.

EAGLE MOUNTAIN CITY, UTAH


Tom Westmoreland, Mayor

ATTEST:


Gina L. Olsen, CMC
City Recorder

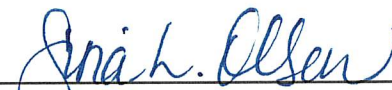


CERTIFICATION

The above Resolution was adopted by the City Council of Eagle Mountain City, Utah on the 1st day of April, 2025.

Those voting yes:	Those voting no:	Those excused:	Those abstaining:
<input checked="" type="checkbox"/> Donna Burnham	<input type="checkbox"/> Donna Burnham	<input type="checkbox"/> Donna Burnham	<input type="checkbox"/> Donna Burnham
<input checked="" type="checkbox"/> Melissa Clark	<input type="checkbox"/> Melissa Clark	<input type="checkbox"/> Melissa Clark	<input type="checkbox"/> Melissa Clark
<input checked="" type="checkbox"/> Jared Gray	<input type="checkbox"/> Jared Gray	<input type="checkbox"/> Jared Gray	<input type="checkbox"/> Jared Gray
<input checked="" type="checkbox"/> Rich Wood	<input type="checkbox"/> Rich Wood	<input type="checkbox"/> Rich Wood	<input type="checkbox"/> Rich Wood
<input checked="" type="checkbox"/> Brett Wright	<input type="checkbox"/> Brett Wright	<input type="checkbox"/> Brett Wright	<input type="checkbox"/> Brett Wright





Gina L. Olsen, CMC
City Recorder

Exhibit A

**RESOLUTION AUTHORIZING THE SIGNING OF AN INTERLOCAL
COOPERATION AGREEMENT BETWEEN UTAH COUNTY AND EAGLE
MOUNTAIN CITY REGARDING THE ADMINISTRATION OF THE 2025
MUNICIPAL ELECTIONS**

WHEREAS, pursuant to the Utah Interlocal Cooperation Act, Utah Code Annotated, Section 11-13-101, et seq., any two or more public agencies, as defined therein, may enter into agreements with one another for joint or cooperative action and may also contract with each other to perform any governmental service, activity or undertaking which each public agency entering into the contract is authorized by law to perform; and

WHEREAS, the Board of County Commissioners of Utah County, Utah has determined that it is in the public interest and welfare of the residents of Utah County to engage in a cooperative effort with Eagle Mountain City regarding the administration of the 2025 municipal elections; and

WHEREAS, the Interlocal Cooperation Agreement has been prepared for approval and signature by and between all parties,

NOW, THEREFORE, be it resolved by the Board of County Commissioners of Utah County, Utah, that the Interlocal Cooperation Agreement Between Utah County and Eagle Mountain City as attached hereto, is hereby accepted and approved by the Board of County Commissioners of Utah County, Utah and the Board of County Commissioners of Utah County, Utah, is authorized to sign and the County Clerk to attest to the signature of said Interlocal Cooperation Agreement for and on behalf of Utah County.

This Resolution shall take effect immediately upon its approval and adoption by the Board of County Commissioners of Utah County, Utah.

APPROVED AND ADOPTED this 28th day of May 2025.

Signed by:


BOARD OF COUNTY COMMISSIONERS,
UTAH COUNTY, UTAH

DocuSigned by:
Brandon B. Gordon
FCC2EE5B8EA4AD
BRANDON B. GORDON, Chair

ATTEST:
AARON R. DAVIDSON
Utah County Clerk

Signed by:
By: *Aaron R. Davidson*
AD902F0E75144C0...
Deputy Clerk

APPROVED AS TO FORM AND LEGALITY:
JEFFREY S. GRAY
Utah County Attorney

Signed by:
By: *Timothy Taylor*
C2CA8F61732B8422...
Deputy County Attorney

BOARD OF COUNTY COMMISSIONERS,
UTAH COUNTY, UTAH

BRANDON B. GORDON, CHAIR

AMELIA POWERS GARDNER, COMMISSIONER

SKYLER BELTRAN, COMMISSIONER

	VOTE	
	YEA	NAY
BRANDON B. GORDON, CHAIR	<u>X</u>	_____
AMELIA POWERS GARDNER, COMMISSIONER	<u>X</u>	_____
SKYLER BELTRAN, COMMISSIONER	<u>X</u>	_____

**INTERLOCAL COOPERATION AGREEMENT BETWEEN UTAH COUNTY
AND EAGLE MOUNTAIN CITY
FOR THE ADMINISTRATION OF THE 2025 MUNICIPAL ELECTIONS**

This INTERLOCAL COOPERATION AGREEMENT ("Agreement"), made and entered into by and between Utah County, a political subdivision of the State of Utah, and Eagle Mountain City, a municipality and political subdivision of the State of Utah, hereinafter referred to as CITY.

WITNESSETH:

WHEREAS, under Utah Code Title 20A, the Utah County Clerk is charged with many duties pertaining to conducting fair, accurate, and impartial elections in Utah County;

WHEREAS, Utah County, by and through the Utah County Clerk, regularly conducts countywide elections and has the equipment, experience, and applicable vendor contracts in place to efficiently conduct elections;

WHEREAS, municipalities within Utah County, such as CITY, are responsible for conducting municipal elections within their own jurisdictions;

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

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

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

WHEREAS, Utah County and CITY desire to successfully conduct the 2025 CITY Municipal Primary Election (to be held on August 12, 2025) and Municipal General Election (to be held on November 4, 2025) (collectively “2025 CITY Municipal Elections”); and

WHEREAS, it is to the mutual benefit of both Utah County and CITY to enter into an agreement providing for the parties’ joint efforts to administer the 2025 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; DURATION

Within the meaning of the Act, the effective date of this Agreement occurs when the Agreement is submitted to, approved by, and formally adopted via resolution by the governing bodies of both parties. The term of the Agreement begins upon its effective date and ends on December 31, 2025, or upon joint written termination by both parties, whichever occurs first. The termination date may be extended if mutually agreed upon in writing by both parties.

Prior to becoming effective, the Agreement must be reviewed and approved for legal form and compatibility with the laws of the State of Utah by both the Utah County Attorney and the CITY Attorney, or their designee. Each party shall file a copy of the Agreement with the respective record-keeping official for each party.

Section 2. ADMINISTRATION OF AGREEMENT

This agreement does not create a separate legal entity and does not require or authorize any organizational changes within the parties. Under Utah Code § 11-13-207, Utah County, by and through the Utah County Clerk, shall act as the administrator responsible for overseeing the implementation of this Agreement. Utah County, by and through the Utah County Clerk, shall maintain all books and records in such form and manner as Utah County sees fit and shall make

all books and records available for examination and inspection by CITY at all reasonable times and in accordance with state and federal law. The parties shall not acquire, hold, nor dispose of real or personal property under this Agreement during this joint undertaking.

Section 3. PURPOSES

This Agreement has been established and entered into between the parties for the purpose of administering the 2025 CITY Municipal Elections in accordance with state and federal laws. This Agreement contemplates basic, traditional primary and general elections for the 2025 CITY Municipal Elections, in accordance with the laws of the State of Utah. All other election-related services, including but not limited to services for special elections, runoff elections, or elections for subsequent years, are not contemplated in this Agreement.

Section 4. RESPONSIBILITIES

The parties agree to fulfill the responsibilities and duties outlined in Exhibit A, which is attached and incorporated by reference, for the 2025 CITY Municipal Elections.

CITY agrees to reimburse Utah County the actual costs incurred in administering the 2025 CITY Municipal Elections. Utah County shall not bill CITY in excess of the estimated cost per active voter specified in Exhibit B, which is attached and incorporated by reference. CITY shall submit payment to Utah County within 30 days of receiving an invoice.

In accordance with the definitions in Utah Code § 20A-1-102, this Agreement relates to a municipal ballot and election, and the election officer is CITY's municipal clerk or recorder. Notwithstanding these definitions, the parties agree to consolidate all elections administration functions and decisions in the office of the Utah County Clerk to ensure the successful conduct of multiple, simultaneous municipal elections taking place throughout Utah County in 2025. In a consolidated election, decisions made by Utah County regarding resources, procedures, and

policies are based upon providing the same scope and level of service to all the participating jurisdictions, and CITY recognizes that such decisions, made for the benefit of the whole, may not be subject to review by CITY.

Section 5. TERMINATION

This Agreement automatically terminates at the end of its term, pursuant to the provisions of Section 1. Prior to the automatic termination, either party may terminate the Agreement early by providing 60 days' written notice to the other party. If the Agreement is terminated prior to the scheduled end date, CITY shall pay its share of any costs incurred up to that point, including any unavoidable and irreversible future costs outlined in the Agreement.

Prior to termination, the parties shall settle all outstanding financial obligations under this Agreement

Section 6. INDEMNIFICATION

The parties to this Agreement are political subdivisions of the State of Utah. The parties agree to indemnify and hold harmless the other for damages, claims, suits, and actions arising out of a negligent error or omission of its own officials or employees in connection with this Agreement. The parties expressly agree that the obligation to indemnify is limited to the dollar amounts set forth in the Utah Code § 63G-7-604 of the Governmental Immunity Act of Utah. None of the parties waive any defenses otherwise available under the Governmental Immunity Act of Utah.

Section 7. FILING OF INTERLOCAL COOPERATION AGREEMENT

The parties shall place executed copies of this Agreement on file in the office of the Utah County Clerk and with the official keeper of records of CITY and shall maintain the copies for public inspection during the term of this Agreement.

Section 8. ADOPTION REQUIREMENTS

The Agreement takes effect only after the following steps are completed:

- (a) Approval by resolution of each party's governing body,
- (b) Execution by a duly authorized official of each party,
- (c) Review and approval by an authorized attorney of each party, as required by Utah Code § 11-13-202.5, and
- (d) Filing of the Agreement and resolutions in the official records of each party.

Section 9. AMENDMENTS

This Agreement may only be amended, changed, modified, or altered by an instrument in writing that meets the following requirements:

- (a) Approval by resolution of each party's governing body,
- (b) Execution by a duly authorized official of each party,
- (c) Review and approval by an authorized attorney of each party, as required by Utah Code § 11-13-202.5, and
- (d) Filing of the Agreement and resolutions in the official records of each party.

Section 10. SEVERABILITY

If any provision of this Agreement is found to be invalid or unenforceable, the remaining provisions will remain in effect and be enforced to the extent permitted by law. If possible, the parties shall apply the invalid provision in a way that upholds its intent. To the extent permitted by applicable law, the parties hereby waive any provision of law which would render any of the terms of this Agreement unenforceable.

Section 11. NO PRESUMPTION

The parties acknowledge that all terms of this Agreement have been negotiated and

prepared jointly. Neither party is presumed to have a disadvantage due to being the drafter of this Agreement. If any provision of this Agreement requires judicial interpretation, the parties request that no presumption be applied against any party for being the drafting party.

Section 12. HEADINGS

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

Section 13. BINDING AND ENTIRE AGREEMENT

This Agreement is binding upon the heirs, successors, administrators, and assigns of both parties. This Agreement constitutes the entire agreement between the parties pertaining to the subject matter and supersedes all prior and contemporaneous agreements, negotiations, representations, promises, or understandings of the parties, whether oral or written.

Section 14. NOTICES

All notices, demands, and other communications required or permitted to be given under this Agreement must be in writing. A notice will be considered properly given if delivered by hand or sent via certified mail (return receipt requested, with postage paid) to the Utah County Clerk or the CITY Mayor at their respective addresses. Either party may designate a specific address by providing notice as specified in this section.

Section 15. ASSIGNMENT

Neither party may assign this Agreement or any portion of it without the prior written consent of the other party. An approved assignment does not relieve the original parties of their liabilities under this Agreement.

Section 16. GOVERNING LAW

All questions with respect to the construction and interpretation of this Agreement,

including the rights, obligations, and liabilities of the parties, are to be governed by the laws of the State of Utah.

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

UTAH COUNTY

Authorized by Resolution No. 2025 - 457, approved and passed on the 28th day of

May 2025.

Signed by:



BOARD OF COUNTY COMMISSIONERS
UTAH COUNTY, UTAH

DocuSigned by:

By: Brandon B. Gordon
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Brandon B. Gordon, Commission Chair

ATTEST: Aaron R. Davidson
Utah County Clerk

Signed by:

By: Jolynn Clegg
9D992F0F25144C0...
Deputy Clerk

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

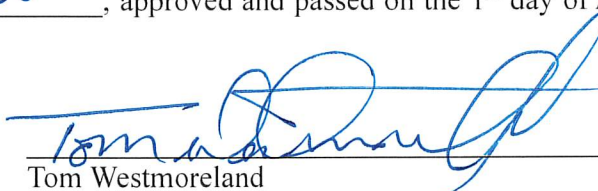
Jeffrey S. Gray, Utah County Attorney

Signed by:


By: Timothy Taylor
C3CA561722B8422...
Attorney

CITY

Authorized by Resolution No. 26, approved and passed on the 1st day of April, 2025.


Tom Westmoreland
Eagle Mountain City Mayor

ATTEST:


Gina L. Olsen, CMC
Eagle Mountain City Recorder



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



Marcus Draper
Eagle Mountain City Attorney

Exhibit A

Scope of Work for Services in the 2025 Municipal Elections

Revised February 6, 2025

Services CITY will perform include, but are not limited to:

- Providing the Utah County Clerk with relevant information, decisions, and resolutions and taking appropriate actions required for the conduct of the election in a timely manner.
- Administering all functions related to candidate filings, including conflict of interest disclosures and campaign financial disclosures.
- Publishing public notices as required by law. CITY may work with Utah County to publish notices jointly with other jurisdictions.
- Accepting responsibility for keeping candidates and the public up-to-date and informed on all legal requirements governing candidates, campaigns, deadlines, and recounts.
- Thoroughly examining and proofing all election ballots and providing final approval.
- Hosting on the CITY website a link to or copy of the unofficial reported results as hosted on the Utah County Clerk's elections webpage prior to certification, the official reported results as hosted on the Utah County Clerk's elections webpage after certification, the location of the county-owned ballot drop boxes, the location of vote centers, and a link to the website for voters to opt-in to receive ballot alert texts.
- Submitting annexations or other boundary changes impacting the administration of the 2025 CITY Municipal Elections to the County prior to June 1, 2025. Annexation changes submitted on or after June 1, 2025, will not be incorporated into the 2025 CITY Municipal Elections.
- Canvassing the final election results seven days after Election Day, or on another date in accordance with state law and in coordination with the Utah County Clerk.
- CITY will not change the format or otherwise alter the unofficial or official reported results, only displaying them in the form and format as provided by the Utah County Clerk.

Services Utah County will perform for CITY include, but are not limited to:

- Ballot layout and design.
- Ballot printing.
- Ballot mailings. The outgoing and return by-mail ballot envelope packets sent to each voter will be addressed to the Utah County Clerk.
- Ballot retention and storage.
- Outgoing postage and return postage.
- Ballot processing.
- Signature verification and the curing of ballots returned with inconsistent, mismatched, or missing signatures.
- Printing optical scan ballots.
- Programming and testing voting equipment.

- Maintaining the electronic voter registration database.
- Selection and operation of countywide vote centers.
- Poll worker and ballot center worker recruitment, training, assignment, supervision, and compensation.
- Delivery of supplies and equipment.
- Tabulating and reporting election results on the Utah County website.
- Verifying and processing provisional ballots.
- Updating the voter history database.
- Conducting audits as required by state law and administrative rule.
- Conducting recounts as required by state statute and administrative rule.
- Election Day administrative support.
- Ballot drop box services, including maintaining and securing drop boxes, unlocking and locking drop boxes, collecting ballots, and maintaining security camera footage.
- Providing final canvass report of official election results as required under Utah Code, Title 20A, Chapter 4, Part 3. Upon CITY performing its statutory duties to canvass an election, the final canvass report will constitute the official election results.
- Any other services necessary for the success of the 2025 CITY Municipal Elections.

Exhibit B

Cost Estimate for 2025 Municipal Elections

Eagle Mountain

Election	Active voters as of 1/1/2025	Active voters x \$2.75 per voter per election
Primary	26,376	\$72,534.00
General	26,376	\$72,534.00
Total estimated cost as of 3/17/2025 for 2025 CITY Municipal Elections		\$145,068.00

This exhibit is a good faith cost estimate for budgeting purposes and is not intended to be the final actual cost billed to CITY.

Election costs depend upon the offices scheduled for election, the volume of voters, and the number of participating jurisdictions.

For billing purposes, active voters will be calculated 11 days before each Election Day. Utah County will not invoice CITY more than \$2.75 per active voter per election and will strive to keep costs under that estimated rate.

In the event of a State or County special election being held in conjunction with the 2025 CITY Municipal Elections, the scope of services and associated costs, and the method of calculating those costs, may be altered.