

RESOLUTION NO. R-57-2024

**A RESOLUTION OF EAGLE MOUNTAIN CITY, UTAH, APPROVING
AN INTERLOCAL COOPERATION AGREEMENT FOR
JOINT ADMINISTRATION OF THE 2024 GENERAL ELECTION**

PREAMBLE

WHEREAS, the General Election will be held on November 5, 2024; 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 2024 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 3rd day of September, 2024.

EAGLE MOUNTAIN CITY, UTAH


Tom Westmoreland, Mayor

ATTEST:


Fionnyala B. Kofoed, MMC
City Recorder



CERTIFICATION

The above Resolution was adopted by the City Council of Eagle Mountain City, Utah on the 3rd day of September, 2024.

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


Fionnuala B. Kofoed, MMC
City Recorder



Exhibit A

**INTERLOCAL COOPERATION AGREEMENT BETWEEN UTAH COUNTY
AND SARATOGA SPRINGS, EAGLE MOUNTAIN, AND FAIRFIELD CITIES
FOR THE ADMINISTRATION OF THE 2024 NEW SCHOOL DISTRICT ELECTION**

THIS IS AN INTERLOCAL COOPERATION AGREEMENT (Agreement), made and entered into by and between Utah County, a political subdivision of the State of Utah, and Saratoga Springs City, Eagle Mountain City, and Fairfield City, Utah municipalities and political subdivisions of the State of Utah, hereinafter referred to as CITIES.

WITNESSETH:

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

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 CITIES; and

WHEREAS, CITIES have previously entered into an interlocal agreement with surrounding cities for the purpose of the creation of a new school district under Utah Count 53G-3-301.4; and

WHEREAS, CITIES are the sponsors of the request for the creation of a new school district; and

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

WHEREAS, Utah County and CITIES desire to successfully conduct the 2024 CITIES New School District Election; and

WHEREAS, it is to the mutual benefit of both Utah County and CITIES to enter into an agreement providing for the parties' joint efforts to administer the 2024 CITIES New School

District Election.

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

Section 1. EFFECTIVE DATE; DURATION

This Agreement shall become effective and shall enter into force, within the meaning of the Act, upon the submission of this Agreement to, and the approval and execution thereof by the governing bodies of each of the parties to this Agreement. The term of this Agreement shall be from the effective date hereof until the completion of the parties' responsibilities associated with the 2024 CITIES New School District Elections or until terminated but is no longer than 1 year from the date of this Agreement. This Agreement shall 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 Utah County Attorney and the attorney for CITIES. Prior to becoming effective, this Agreement shall be filed with the person who keeps the records of each of the parties hereto.

Section 2. ADMINISTRATION OF AGREEMENT

The parties to this Agreement do not contemplate nor intend to establish a separate legal entity under the terms of this Agreement. The parties hereto agree that, pursuant to Section 11-13-207, Utah Code, Utah County, by and through the Utah County Clerk Elections Office, shall act as the administrator responsible for the administration of this Agreement. The parties further agree that this Agreement does not anticipate nor provide for any organizational changes in the parties. The administrator agrees to keep all books and records in such form and manner as Utah County shall specify and further agrees that said books shall be open for examination by the parties hereto at all reasonable times. The parties agree that they will not acquire, hold nor dispose of real or

personal property pursuant to 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 2024 CITIES New School District Election. 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 both parties.

Section 4. RESPONSIBILITIES

The parties agree to fulfill the responsibilities and duties as contained in Exhibit A which is attached hereto and by this reference is incorporated herein for the 2024 CITIES New School District Election.

CITIES agrees to pay to Utah County the actual cost of County's administration of the 2024 CITIES New School District Election which cost shall not exceed the estimated costs as contained in Exhibit B, C, D which are attached hereto and by this reference is incorporated herein. CITIES agrees to pay to County the cost as contemplated herein within 30 days of receiving an invoice from County.

Section 5. METHOD OF TERMINATION

This Agreement will automatically terminate at the end of its term herein, pursuant to the provisions of paragraph one (1) of this Agreement. Prior to the automatic termination at the end of the term of this Agreement, any party to this Agreement may terminate the Agreement sixty days after providing written notice of termination to the other parties. Should the Agreement be terminated prior to the end of the stated term, CITIES will be responsible for any costs incurred, including costs not then incurred but which are contemplated herein and irreversible at the time of termination such as return mailing costs, through the time of termination. The Parties to this Agreement agree to bring current, prior to termination, any financial obligation contained herein.

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. It is expressly agreed between the parties that the obligation to indemnify is limited to the dollar amounts set forth in the Governmental Immunity Act, Section 63G-7-604.

Section 7. FILING OF INTERLOCAL COOPERATION AGREEMENT

Executed copies of this Agreement shall be placed on file in the office of the County Clerk of Utah County and with the official keeper of records of CITIES, and shall remain on file for public inspection during the term of this Agreement.

Section 8. ADOPTION REQUIREMENTS

This Agreement shall be (a) approved by the governing body of each of the parties, (b) executed by a duly authorized official of each of the parties (c) submitted to and approved by an Authorized Attorney of each of the parties, as required by Section 11-13-202.5, Utah Code, and (d) filed in the official records of each party.

Section 9. AMENDMENTS

This Agreement may not be amended, changed, modified or altered except by an instrument in writing which shall be (a) approved by the governing body of each of the parties, (b) executed by a duly authorized official of each of the parties, (c) submitted to and approved by an Authorized Attorney of each of the parties, as required by Section 11-13-205.5, Utah Code, and (d) filed in the official records of each party.

Section 10. SEVERABILITY

If any term or provision of the 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, shall not be affected thereby, and shall 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 11. NO PRESUMPTION

Should any provision of this Agreement require judicial interpretation, the Court interpreting or construing the same shall not apply a presumption that the terms hereof shall be more strictly construed against the party, by reason of the rule of construction that a document is to be construed more strictly against the person who himself or through his agents prepared the same, it being acknowledged that each of the parties have participated in the preparation hereof.

Section 12. HEADINGS

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

Section 13. BINDING AGREEMENT

This Agreement shall be binding upon the heirs, successors, administrators, and assigns of each of the parties hereto.

Section 14. NOTICES

All notices, demands and other communications required or permitted to be given hereunder shall be in writing and shall be deemed to have been properly given if delivered by hand or by certified mail, return receipt requested, postage paid, to the parties at the addresses of the CITIES Mayor or County Commission, or at such other addresses as may be designated by notice given hereunder.

Section 15. ASSIGNMENT

The parties to this Agreement shall not assign this Agreement, or any part hereof, without

the prior written consent of all other parties to this Agreement. No assignment shall relieve the original parties from any liability hereunder.

Section 16. GOVERNING LAW

All questions with respect to the construction of this Agreement, and the rights and liability of the parties hereto, shall be governed by the laws of the State of Utah.

IN WITNESS WHEREOF, the parties have signed and executed this Agreement, on the dates listed below:

APPROVED AND ADOPTED this 18th day of September, 2024.

BOARD OF COUNTY COMMISSIONERS,
UTAH COUNTY, UTAH

DocuSigned by:

Brandon B. Gordon

ECC2EEF5B9EA4AD

BRANDON B. GORDON, Chair

ATTEST:
AARON R. DAVIDSON
Utah County Clerk

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

By: *Jolynn Clegg*
Deputy Clerk
F7F889B582484FB...

By: *[Signature]*
Deputy County Attorney
8B4A4CA680CB3462

BOARD OF COUNTY COMMISSIONERS UTAH
COUNTY, UTAH

VOTE
YEA NAY

BRANDON B. GORDON, CHAIR

X _____

AMELIA POWERS GARDNER, COMMISSIONER

X _____

Saratoga Springs City

Authorized and passed on the 10 day of September 2024.



Mark J. Christensen
Saratoga Springs Manager,

ATTEST:



NAME
CITY Recorder



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

By:



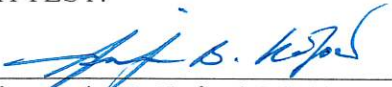
CITY

Authorized by Resolution No. R-57-2024, authorized and passed on the 3rd day of September 2024.



Tom Westmoreland, Eagle Mountain City Mayor

ATTEST:



Fionnuala, B. Kofoed, MMC
Eagle Mountain City Recorder

APPROVED AS TO FORM AND COMPLETENESS
WITH THE LAWS OF THE STATE OF UTAH
Marcus Draper, Eagle Mountain City Attorney

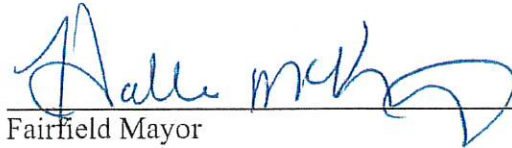
By:



Fairfield City

Authorized by Resolution No. 2024-20, authorized and passed on the 11th day of

September 2024.


Fairfield Mayor

ATTEST:


NAME
CITY Recorder

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

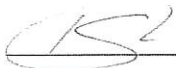
By: 



Exhibit A
2024 New School District Elections
Scope of Work for Election Services
Revised 23 August 2024

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

- Publish Public Notices required by law. The City may work with the County to publish notices jointly with other jurisdictions.
- Accept responsibility to keep Interlocal participants and the public up to date and informed on all legal requirements governing the creation of a new school district.
- Thoroughly examine and proof all election programming done for the City New School District Elections.
- Host on the official City web site: a link to or copy of the official reported results as hosted on the County Elections web page, the location of the county-owned ballot drop boxes, and a link to the website for citizens to opt-in to receive ballot alert texts.
- 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.
- If City elects to use County for preparing, printing, or mailing the Voter Information Pamphlet postcard, City will reimburse County for all associated costs.

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 New School District 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 needed)
- Election day administrative support
- Operation of county wide vote centers.
- Provide final, canvass report of Official Election Results. Such results will constitute the final Official Results of the Election.
- Election security
- Ballot drop box services – maintain, lock and unlock boxes, and collect ballots.
- Accept arguments in favor of and against ballot proposition (including rebuttal arguments) as required under Utah Code 20A-7-402(3)
- If requested, provide services for preparing, printing, and mailing Voter Information Pamphlet postcards.

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 which will not exceed the estimated rate in Exhibit B, C, and D.

In the event of a state or county special election being held in conjunction with a New School District election, the scope of services and associated costs, and the method of calculating those costs, will remain unchanged.

The City acknowledges that this Interlocal Agreement relates to a New School District ballot and election and as required by state statute, the County Clerk is the Election Officer.

2024 General Elections

Exhibit B

Active Voters per house hold for billing purposes, will be calculated 11 days before each Election Day

Saratoga Springs

Election		11/5/2024	Not to exceed \$.75 per voter per election	
	Active Registered House holds		\$0.52	
General		12187	\$	6,337.24
Estimated Cost as of 8/27/2024			\$	6,337.76

2024 General Elections

Exhibit C

Active Voters per house hold for billing purposes, will be calculated 11 days before each Election Day

Eagle Mountain

Election		11/5/2024	Not to exceed \$.75 per voter per election	
	Active Registered House holds		\$0.52	
General		12654	\$	6,580.08
		Estimated Cost as of 8/27/2024	\$	6,580.60

2024 General Elections

Exhibit D

Active Voters per house hold for billing purposes, will be calculated 11 days before each Election Day

Fairfield Town

Election		11/5/2024	Not to exceed \$.75 per voter per election	
	Active Registered House holds		\$0.52	
General		64	\$	33.28
Estimated Cost as of 8/27/2024			\$	33.80