

**INTERLOCAL COOPERATION AGREEMENT BETWEEN EMERY COUNTY AND
HUNTINGTON CITY FOR THE ADMINISTRATION OF THE 2025 MUNICIPAL
ELECTIONS**

THIS IS AN INTERLOCAL COOPERATION AGREEMENT (Agreement), made and entered into by and between Emery County, a political subdivision of the State of Utah, hereinafter referred to as COUNTY; and Huntington City, a Utah municipality and political subdivision of the State of Utah, hereinafter referred to as CITY.

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 COUNTY and CITY; and

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

WHEREAS, COUNTY and CITY desire to successfully conduct the 2025 CITY Municipal Primary (August 12) and General (November 4) Elections (collectively "2025 CITY Municipal Elections"); and

WHEREAS, it is to the mutual benefit of both 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:

CITY agrees to contract with COUNTY to run the election as a by mail election.

CITY agrees to provide the following services, but are not limited to:

11. Pay to COUNTY the fees for the cost of printing the ballots (ranging from \$1.75 - \$2.00 per ballot), also the cost of mailing the ballots and the cost of programming for the election. This cost will depend on how many cities/CITYs have elections/length of the ballot.
12. CITY agrees to pay to COUNTY the cost within 30 days of receiving an invoice from COUNTY.
13. All administration functions related to candidate filing.
14. All administration functions related to financial disclosure required by state code and/or CITY code.
15. Publish Public Notices required by law. CITY may work with COUNTY to publish notices jointly with other jurisdictions.
16. Accept responsibility to keep candidates and the public up to date and informed on all legal requirements governing candidates and campaigns.
17. Thoroughly examine and proof all election programming done for the CITY Municipal Elections. Final approval of ballots and programming will rest with CITY.
18. Host on official CITY website a link to or a copy of the official reported results as hosted on the County Elections webpage, the location of the county-owned ballot drop boxes.
19. CITY will not change the format or otherwise alter the official reported results, only displaying them in the form and format as provided by COUNTY.
20. CITY will canvass the final elections results.

COUNTY agrees to provide the following services, but are not limited to:

19. Ballot layout and design
20. Ballot printing
21. Ballot mailings
22. Return postage
23. Ballot processing
24. Printing optical scan ballots
25. Program and test voting equipment
26. Delivery of supplies and equipment
27. Tabulate and report election results on COUNTY website
28. Provisional ballot verification
29. Update voter history database
30. Conduct audits (as required)
31. Conduct recounts (as required)
32. Election day administrative support

33. Operation of COUNTY wide vote centers
34. Provide final, canvass report of Official Election Results. The CITY is responsible to canvass their municipal election. Such results will constitute the final Official Results of the Election.
35. Election security
36. Ballot drop box services - maintain, lock and unlock boxes, and collect ballots.

In a consolidated election, decisions made by 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.

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.

This Agreement shall become effective upon the submission of this Agreement to, and the approval and execution thereof by Resolution of 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 2025 CITY Municipal Elections or until terminated but is no longer than 1 year from the date 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, CITY will be responsible for any costs incurred that are irreversible at the time of termination such as return mailing costs, through the time of termination.

This Agreement may not be amended, changed, modified or altered except by an instrument in writing and approved by Resolution of the governing body of each of the parties.

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.

IN WITNESS WHEREOF, the parties sign and cause this Agreement to be executed.

DATED this 22 day of January, ~~2024~~ 2025

EMERY COUNTY

By _____
Keven Jensen, Chairman

ATTEST:

Brenda Tuttle, Clerk/Auditor

HUNTINGTON CITY

By 

ATTEST:


City Clerk

