TOWN OF LEEDS
RESOLUTION 2025-02

INTERLOCAL COOPERATION AGREEMENT REGARDING
FULL ELECTION SERVICES

This INTERLOCAL COOPERATION AGREEMENT (the "Agreement") is between Washington County, Utah (the "County") and Leeds Town (the "Municipality") located within the geographic boundary of the County (collectively the "Parties").

RECITALS

WHEREAS, under the Utah Election Code (Utah Code Ann. § 20A-1-101, *et. seq.*) the Washington County Clerk-Auditor is charged with many duties pertaining to conducting accurate, fair, and impartial elections in Washington County;

WHEREAS, due to those duties, the County regularly conducts county-wide elections and has the equipment, experience, and applicable contracts in place to efficiently conduct elections within the County;

WHEREAS, Municipalities within Washington County are responsible for conducting municipal elections within their own jurisdictions;

WHEREAS, in accordance with Utah law, the County adopted a vote by mail system for elections beginning in 2018, and secured contracts for printing, mailing, distributing, and returning mail-in ballots;

WHEREAS, under the Utah Code, local political subdivisions may enter into interlocal agreements with the County for services that are more efficiently provided by the County;

WHEREAS, the County and the Municipality acknowledge the mutual benefit and efficiency of having the County assist in the Municipality's elections;

WHEREAS, for the purpose of conducting more efficient municipal elections, the County is willing to assist municipalities located within the County in their responsibilities to conduct elections;

WHEREAS, it is in the best interest of the citizens of Washington County that the County assist in conducting the Municipality's elections;

WHEREAS, under Utah Code § 20A-1-102(23)(c), the Municipal Clerk is the election officer for the municipal election cycle; the County is an election vendor and will contract to provide election support services, including technical, prior election experience, and statutory support; and

WHEREAS, the County and the Municipality desire to revoke all Interlocal Cooperation Agreements Regarding Election Services dated prior to the date of this Agreement.

AGREEMENT

NOW, THEREFORE, in consideration of the mutual promises, the covenants contained herein, and pursuant to the Interlocal Cooperation Act, the Parties agree as follows.

A. SPECIFIC TERMS

Section 1. County.

(a) The County agrees to assist and support the Municipality in conducting vote by mail municipal elections; however, the County does not have the equipment or software to provide support for Ranked Choice Voting. If the Municipality chooses to use Ranked Choice Voting, the County can direct the Municipality to an election vendor that can administer the election in this format.

(b) In accordance with the County's contract with a selected printer, the County will order ballots and envelopes for the Municipality based on the number of registered voters within the Municipality, and the outgoing and return by-mail ballot envelope packets will be addressed to the Washington County Clerk. The state and the County will conduct by-mail elections utilizing paper ballots, with additional voting methods like casting in-person paper ballots at approved vote center locations.

(c) The County may, at its discretion, provide election equipment for municipalities where it is providing election support if the Municipality has 4,000 or more active registered voters. The County also may provide election equipment to municipalities with fewer than 4,000 active registered voters based on the availability of equipment. All approved vote center locations will have poll workers trained and assigned by the County for use by the voters of the Municipality. The Municipality is responsible for posting the required election notices.

(d) The County shall recruit, hire, and train poll workers and provide all voting equipment, training, and support for approved vote center locations.

(e) The County shall use its available tabulation machines to count ballots for the Municipality; the County will not manually count or hand count ballots. Any municipal race that requires a recount will be machine tabulated.

(f) The County shall provide the Municipality with the date, time, and location of the required meeting described in Utah Code § 20A-4-104, and the required automatic tabulating equipment test. The Municipality is responsible for providing the public with notice by publishing it as a class A notice as required by law and posting it on the Utah Public Notice website.

(g) The County shall provide the Municipality with the date, time and location of the required meeting described in the Lieutenant Governor's Post Election Audit Policy. The Municipality is responsible for posting this notice as required by law and on the Utah Public Notice website, and complying with rules promulgated by the Lieutenant Governor.

(h) The County shall continue to conduct all statutorily required obligations, including signature verification using signature verification equipment and the State voter database, in accordance with applicable state and local codes.

(i) The County shall provide the Municipality with a cost estimate for upcoming election services by February 1st preceding the municipal election if requested.

(j) The County Clerk, shall provide the Municipality the summary report required under Utah Code § 20A-4-303 by noon on the day of the scheduled canvass and if requested, may attend the Board of Canvassers scheduled canvass to support the Municipality's Election Official in presenting the results summary report.

Section 2. Municipality.

(a) The Municipality agrees to reimburse the County for all costs and expenses related to the Municipality's election, including all printing and mailing expenses incurred under the County's contract with the printer, within 30 days of receiving an invoice from the County.

(b) The Municipality shall collect its election items from the County Clerk-Auditor's Office by the first work day in January after the municipal election.

(c) The Municipality shall notify the County in writing by February 15th of the election year if the Municipality does not accept the county-provided cost estimate and therefore does not desire to receive the County's election services as outlined in this Agreement.

(d) The Municipality shall designate one or more qualified staff members to attend scheduled public meetings, process ballots, adjudicate ballots, and assist the County to re-make ballots on a regular basis. Failure to fulfill the duties in this subparagraph will not delay or prevent the County's ballot processing. The qualified staff member(s) shall attend required trainings.

(e) The Municipality's Board of Canvassers is encouraged to and may attend ballot processing, post-election audits and post recount audits conducted pursuant to State law as part of the canvassing process.

Section 3. Term. This Agreement shall become effective on the date it is duly executed and shall expire December 31, 2025. This Agreement shall automatically renew for additional one-year periods not to exceed 10 years, unless written notice of intent to terminate it is given by either Party on or before November 30th of the current year at issue. All prior interlocal agreements regarding election services between the Parties are revoked.

B. GENERAL TERMS

Section 1. Purpose. The purpose of this Agreement is to allow the Parties to comply with State law to accomplish the intentions and purposes referred to in the recitals above.

Section 2. Termination. Other than as set forth in A(3), above, either Party may terminate this Agreement by timely notifying the other Party in writing of its intent to terminate the Agreement, for instance, when a Municipality cancels a local election pursuant to Utah Code Ann. § 20A-1-206. Any costs incurred by County shall be reimbursed by the Municipality upon termination.

Section 2. No Waiver of Governmental Immunity. The Parties are governmental entities under the Governmental Immunity Act of Utah. Utah Code Ann. § 63G-7-101, *et. seq.* None of the Parties waive any defenses otherwise available under the Governmental Immunity Act of Utah.

Section 3. Indemnity.

(a) The Municipality shall hold harmless and indemnify County, and its elected officials, officers, employees, and agents, against any and all loss, liability, damage, claim, cost, charge, demand, or expense (including reasonable attorney's fees and costs) arising out of or resulting from the services in, or performance of, this Agreement if caused by any negligent act or omission, or any intentional misconduct, of the Municipality or any of its elected officials, officers, employees, or agents. The County is not responsible for, and does not assume any liability for, the actions of the Municipality or its elected officials, officers, employees, or agents.

(b) The County shall hold harmless and indemnify the Municipality, and its elected officials, officers, employees, and agents against any and all loss, liability, damage, claim, cost, charge, demand, or expense (including reasonable attorney's fees and costs) arising out of or resulting from the services in, or performance of, this Agreement if caused by any negligent act or omission, or any intentional misconduct, of the County or any of its elected officials, officers, employees, or agents. The Municipality is not responsible for, and does not assume any liability for, the actions of the County or its elected officials, officers, employees, or agents.

Section 4. Interlocal Cooperation Act Requirements. In satisfaction of the requirements of the Interlocal Cooperation Act in connection with this Agreement, the Parties agree as follows:

(a) This Agreement shall be authorized and adopted by resolution of the legislative body of each Party pursuant to and in accordance with Utah Code Ann. § 11-13-202.5.

(b) This Agreement shall be reviewed as to proper form and compliance with applicable law by a duly authorized attorney on behalf of each Party pursuant to and in accordance with Utah Code Ann. § 11-13-202.5(3).

(c) A duly executed original counterpart of this Agreement shall be filed immediately with the keeper of records of each Party pursuant to and in accordance with Utah Code Ann. § 11-13-209.

(d) No separate legal entity is created by the terms of this Agreement. The Parties designate the Chair of the County Commission as the Administrator responsible to administer this Agreement and the accomplishment of the purposes of the cooperative action contemplated hereby and specified herein pursuant to Utah Code Ann. § 11-13-207.

(e) The effective date of this Agreement shall be the date that each of the Parties has signed it, adopted a resolution to approve it, and filed the Agreement with the keeper of records.

(f) The term of this Agreement shall commence on the date of full execution of this Agreement by all Parties.

(g) No real or personal property shall be acquired jointly by the Parties as a result of this Agreement.

(h) Following the execution of this Agreement by the Parties, either Party may cause a notice regarding this Agreement to be published on behalf of the Parties in accordance with Utah Code Ann. § 11-13-219.

Section 5. Notices. All notices, requests, demands and other communications under this Agreement shall be in writing and shall either be hand delivered or sent by first-class mail, postage prepaid, and properly addressed to the Parties at the following addresses:

Municipality
Attn: Clerk
ADDRESS

Washington County
Attn: Commission Chair
111 East Tabernacle Street
St. George, UT 84770

Section 6. Entire Agreement; Modification; Waiver. 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. No supplement, modification, amendment, or waiver of any obligation of this Agreement shall be binding unless executed in writing by all the Parties. No waiver of any of the provisions in this Agreement shall be deemed or shall constitute a waiver of any other provision, whether or not similar, nor shall any waiver constitute a continuing waiver.

Section 7. No Third-Party Beneficiaries. This Agreement is not intended to confer upon any person other than the Parties any rights or remedies.

Section 8. Governing Law. This Agreement shall be governed by the laws of the State of Utah. The Parties agree that venue for all legal actions, unless they involve a cause of action with mandatory federal jurisdiction, shall be the Fifth District Court for the State of Utah. The Parties further agree that the Federal District Court for the District of Utah shall be the venue for any cause of action with mandatory federal jurisdiction.

Section 9. Counterparts; Filing. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

DATED this 26th day of February, 2025.

WASHINGTON COUNTY

_____
Victor Iverson
Washington County Commission Chair

Attest:

_____
Ryan Sullivan
Washington County Clerk-Auditor

Date: _____

Approved as to Form:

_____
Deputy Washington County Attorney

Town of Leeds

_____
Mayor

Attest:

_____
Town Clerk

Date: February 26, 2025

Approved as to Form:

_____
City Attorney