**Agreement No. 2025 - \_\_\_**

**INTERLOCAL COOPERATION AGREEMENT BETWEEN UTAH COUNTY**

**AND PAYSON 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 Payson 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.

**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 administrating 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 prior to the CITY municipal primary election. 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 Recorder 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 -\_\_\_\_\_\_, approved and passed on the \_\_\_\_\_\_ day of

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ 2025.

BOARD OF COUNTY COMMISSIONERS

UTAH COUNTY, UTAH

By:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Brandon B. Gordon, Commission Chair

ATTEST: Aaron R. Davidson

Utah County Clerk

By:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Deputy Clerk

APPROVED AS TO FORM AND COMPATIBILITY

WITH THE LAWS OF THE STATE OF UTAH:

Jeffrey S. Gray, Utah County Attorney

By:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Deputy County Attorney

**CITY**

Authorized by Resolution No. \_\_\_\_\_\_, approved and passed on the \_\_\_\_\_\_ day of

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ 2025.

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

CITY Mayor

ATTEST:

By:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

CITY Recorder

APPROVED AS TO FORM AND COMPATIBILITY

WITH THE LAWS OF THE STATE OF UTAH:

By:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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 no sooner than seven days after the election, and no later than 14 days after the election in accordance with state law and in coordination with the Utah County Clerk.
* CITY will not change or otherwise alter the unofficial or official reported results, 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.
* Programing 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, equipment, and equipment maintenance including but not limited to troubleshooting faulty equipment, supply replacement, and switching out of malfunctioning 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.
* Utah County shall provide clear and timely communication regarding the status of ballot processing and counting to keep candidates, city officials, and residents informed as to when updates will be posted.
* Utah County shall ensure that the CITY receives election results timely once submitted to the State. CITY shall be copied on all result submissions to maintain consistency and avoid discrepancies in public reporting.
* Providing final canvass report of official election results as required under Utah Code, Title 20A, Chapter 4, Part 3, no later than 12:00 PM on the 14th day following the election. 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**

**Payson**

**Election Active voters as of 1/1/2025 Active voters x $2.75 per voter per election**

|  |  |  |
| --- | --- | --- |
| Primary | 11,273 | $31,000.75 |
| General | 11,273 | $31,000.75 |

|  |  |
| --- | --- |
| Total estimated cost as of 3/17/2025 for 2025 CITY Municipal Elections | $62,001.50 |

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.