

Resolution 02-2023

A RESOLUTION APPROVING THE INTERLOCAL AGREEMENT BETWEEN CACHE COUNTY AND PROVIDENCE CITY FOR THE ADMINISTRATION OF 2023 MUNICIPAL ELECTIONS

WHEREAS, UCA § 10-7-717 Purpose of resolutions, states, "Unless otherwise required by law, the governing body may exercise all administrative powers by resolution . . ."

WHEREAS, Providence City desires to provide for the health, safety, and welfare, and promote the prosperity, peace and good order, comfort, convenience, and aesthetics of the City and its present and future inhabitants and businesses; and

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

WHEREAS, 2023 is a municipal election year for Providence City; and

WHEREAS, Cache County provides elections services; and

WHEREAS, the City and the County desire to enter into the following Interlocal Agreement for the Administration of the 2023 Municipal Elections.

THEREFORE, be it resolved by the Providence City Council:

- The attached Interlocal Agreement for the Administration of the 2023 Municipal Elections shall be approved; and
- This resolution shall become effective immediately upon passage.

Passed by vote of the Providence City Council this 15th day of March 2023.

Council Vote:

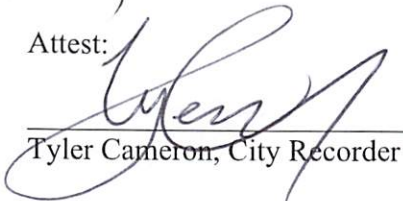
Nebeker, Jeff	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> Excused	<input type="checkbox"/> Abstained	<input type="checkbox"/> Absent
Kirk, Carrie	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> Excused	<input type="checkbox"/> Abstained	<input type="checkbox"/> Absent
Paulsen, Joshua	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> Excused	<input type="checkbox"/> Abstained	<input type="checkbox"/> Absent
Sealy, Jeanell	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> Excused	<input type="checkbox"/> Abstained	<input type="checkbox"/> Absent
Speth, Brent	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> Excused	<input type="checkbox"/> Abstained	<input type="checkbox"/> Absent

Providence City



Kathleen W Alder, Mayor

Attest:



Tyler Cameron, City Recorder



INTERLOCAL AGREEMENT BETWEEN CACHE COUNTY AND PROVIDENCE CITY FOR THE ADMINISTRATION OF 2023 MUNICIPAL ELECTIONS

This interlocal agreement (this “Agreement”) is made and entered into by Cache County, a political subdivision of the State of Utah (the “COUNTY”), and Providence City, a municipality and political subdivision of the State of Utah (the “CITY”), referred to collectively herein as the Parties and each individually herein as a Party.

WHEREAS, under the provisions of the Interlocal Cooperation Act, Title 11, Chapter 13, Utah Code (the “Act”), political subdivisions of the State of Utah are authorized to enter into written agreements with one another for joint or cooperative action; and

WHEREAS, the Parties are political subdivisions of the State of Utah and desire to work through cooperative action under the Act to benefit the residents of both the COUNTY and the CITY; and

WHEREAS, the Parties desire to successfully conduct the 2023 CITY Municipal Primary (August 10) and General (November 2) Elections (collectively the “2023 CITY Municipal Elections”); and

WHEREAS, it is to the mutual benefit of the Parties to enter into an agreement providing for their joint efforts to administer the 2023 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

This Agreement will become effective and enter into force within the meaning of the Act upon (a) approval by resolution of the governing body of each respective Party, (b) execution by a duly authorized official of each respective Party, (c) submission to and approval as to form by an authorized attorney of each respective Party, as required by Utah Code section 11-13-202.5, and (d) filing in the official records of each party.

Section 2. DURATION

The term of this Agreement is from the effective date until the completion of the Parties’ responsibilities associated with the 2023 CITY Municipal Elections or until terminated but is no longer than 1 year from the effective date of this Agreement. This Agreement will 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 Cache County Attorney and the attorney for CITY. Prior to becoming effective, this Agreement must be filed with the person who keeps the records of each of the respective Parties.

Section 3. ADMINISTRATION OF AGREEMENT

By entering this Agreement, the Parties do not intend to establish a separate legal entity. The Parties agree that, pursuant to Utah Code section 11-13-207, the COUNTY, by and through the Cache County Clerk/Auditor Elections Office, shall act as the administrator of this Agreement. The Parties further agree that this Agreement does not anticipate nor provide for any organizational changes in the Parties. The Parties agree that the Cache County Clerk/Auditor Elections Office will keep all books and records in such form and manner as the COUNTY shall specify and further agree that those books and records will be open for examination by the Parties at all reasonable times. The Parties agree that they will not jointly acquire, hold, or dispose of real or personal property under this Agreement during this joint undertaking. In the performance of obligations under this Agreement, no agent, employee, officer, or elected official of the CITY or the COUNTY is or will be deemed to be an agent, employee, officer, or elected official of the other Party.

In the exercise of their obligations under this Agreement, the Parties shall comply with all applicable federal, state, and local laws governing elections, including the Utah Election Code, Utah Code Ann. § 20A-1-101 *et seq.*

Section 4. PURPOSES

This Agreement is entered into between the Parties for the purpose of administering the 2023 CITY Municipal Elections. This Agreement contemplates basic, traditional primary and general elections (including rank choice voting when applicable). 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 the Parties.

Section 5. RESPONSIBILITIES

The Parties agree to fulfill their respective responsibilities set forth in Exhibit A, which is attached hereto and incorporated herein, for the 2023 CITY Municipal Elections. The CITY agrees to pay to the COUNTY the cost of the COUNTY's administration of the 2023 CITY Municipal Elections. A table itemizing various election costs and an estimate of the total anticipated cost for the CITY is contained in Exhibit B, which is attached hereto. The CITY agrees to pay to the COUNTY the actual cost of administering the 2023 CITY Municipal Elections within 30 days of receiving an invoice from the COUNTY.

Section 6. METHOD OF TERMINATION

This Agreement will automatically terminate at the end of the term set forth in Section 2 of this Agreement. Prior to the automatic termination of the Agreement at the end of the term set forth in Section 2, either Party may terminate the Agreement sixty days after providing written notice of termination to the Party. If the Agreement is terminated prior to the end of the term set forth in Section 2, the CITY will be responsible for any costs incurred through the time of termination and any costs not then incurred but which are contemplated herein and irreversible at the time of termination, such as return mailing costs.

Section 7. INDEMNIFICATION

Each Party agrees to indemnify and hold harmless the other for damages, claims, suits, and actions arising out of negligent or intentional errors or omissions of its own officials or employees made in connection with this Agreement. The Parties agree that their obligations to indemnify are limited to the dollar amounts set forth in the Governmental Immunity Act, Utah Code section 63G-7-604.

Section 8. AMENDMENTS

This Agreement may not be amended, changed, modified, or altered except by an instrument in writing that is (a) approved by resolution of the governing body of each respective Party, (b) executed by a duly authorized official of each respective Party, (c) submitted to and approved by an authorized attorney of each respective Party, as required by Utah Code section 11-13-202.5, and (d) filed in the official records of each party.

Section 9. SEVERABILITY

If any term or provision of this 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, will not be affected thereby and will 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 10. NO PRESUMPTION

If any provision of this Agreement requires judicial interpretation, the court interpreting or construing the same shall not apply a presumption that the terms hereof are to be more strictly construed against the drafting party by reason of the rule of construction that a document is to be construed more strictly against the person who prepared it, it being acknowledged that each Party has participated in the preparation hereof.

Section 11. HEADINGS

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

Section 12. NOTICES

All notices, demands, and other communications given by a Party under this Agreement must be in writing and will be deemed to have been properly given if delivered by hand or by certified mail, return receipt requested and postage paid, to the other Party at the address of the CITY Mayor or COUNTY Executive, as applicable, or to such other addresses as may be designated by notice given hereunder.

Section 13. ASSIGNMENT

Neither Party may assign this Agreement or any part of it without prior written consent of the other Party. No assignment shall relieve the original Parties from any liability hereunder.

Section 14. GOVERNING LAW

This Agreement will be governed by the laws of the State of Utah.

IN WITNESS WHEREOF, the Parties execute this Agreement pursuant to resolutions duly and lawfully passed on the dates listed below:

CACHE COUNTY

Authorized by Resolution 2023 - ___, passed on the ___ day of _____ 2023.

David N. Zook, County Executive

ATTEST: Jess W. Bradfield
Cache County Clerk/Auditor

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

Taylor Sorenen
Chief Civil Deputy County Attorney

CITY

Authorized by Resolution No. 2, passed on the 15 day of February 2023.

Mayor

ATTEST:
CITY Recorder

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

Name: Michael K. Green
Attorney for CITY