

2025 INTERLOCAL COOPERATION AGREEMENT
REGARDING FULL ELECTION SERVICES

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

RECITALS

WHEREAS, under the Utah Election Code (Utah Code Ann. § 20A-1-102, et. seq.) the Cache County Clerk is charged with many duties pertaining to conducting accurate, fair, and impartial elections in Cache 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 Cache 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 Title 11, Chapter 13, Interlocal Cooperation Act, 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 Cache 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.

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

(d) 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.

(e) 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.

(f) 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.

(g) 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 May 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.

(k) The County will store all election materials for the statutorily required time after the canvass.

(l) This agreement is subject to and conditioned upon future legislative allocation of funds by the County Council.

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. If a municipality cancels an election, the municipality shall be responsible for all costs for services and materials provided up to the date of cancellation.

(c) The Municipality shall notify the County in writing by May 1st 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 may 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 signed by both parties and shall expire December 31, 2025. This Agreement shall automatically renew for additional one-year periods not to exceed 5 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 notifying, at least 30 days in advance, 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, or for any other purpose permitted under the law. Any costs incurred by County to accomplish the responsibilities of the County under this agreement shall be reimbursed by the Municipality upon termination.

Section 3. Employees. The provisions of Utah Code § 11-13-222 regarding employees performing services under this agreement, apply to those employees who will perform services under this Agreement.

Section 4. Governmental Immunity. The Parties are governmental entities in the State of Utah and are bound by the provisions of the Utah Governmental Immunity Act (Title 63G, Chapter 7, Utah Code Annotated, 1953, as amended) and do not waive any procedural or substantive defense or benefit provided or to be provided by the Governmental Immunity Act or comparable legislative enactment, including without limitation, the provisions of Section 63G-7-604 regarding limitation of judgments. Any indemnity and insurance obligations incurred by the Parties under this contract are expressly limited to the amounts identified in the Act.

Section 5. Indemnity. To the fullest extent permitted by law, the Parties shall hold harmless, defend at their own expense, and indemnify the other Parties' officers, employees, agents, and volunteers, against any and all liability, claims, losses, damages, or expenses, including reasonable attorney's fees, arising from all acts or omissions to act of the Party or its officers, agents, or employees in rendering services under this contract; excluding, however, such liability, claims, losses, damages, or expenses arising from the other Parties' sole negligence or willful acts.

Section 6. Severability. If any court of competent jurisdiction or other legal authority with power to make binding legal determinations finds that any part of this Agreement is illegal, the remaining portions of the Agreement shall remain in full force and effect.

Section 7. 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 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).

(b) 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.

(c) No separate legal entity is created by the terms of this Agreement. The Parties designate the Cache County Clerk 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.

(d) 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.

(e) The term of this Agreement shall commence on the date that the Agreement is signed by all Parties.

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

Section 8. 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: Sheila Lind
520 S 500 E
River Heights UT 84321
Cache County
Attn: Cache County Clerk
179 North Main St. Suite 102
Logan, UT 84321

Section 9. 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 10. No Third-Party Beneficiaries. This Agreement is not intended to confer upon any person other than the Parties any rights or remedies.

Section 11. 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 First 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 12. 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 ___ day of _____, 2025.

CACHE COUNTY

David N. Zook
Cache County Executive

Attest:

Bryson J. Behm
Cache County Clerk

Date: _____

Approved as to Form:

Deputy Cache County Attorney

City

Mayor

Attest:

City Recorder

Date:

Approved as to Form:

City Attorney

AMENDMENT TO THE 2025 INTERLOCAL COOPERATION AGREEMENT REGARDING
FULL ELECTION SERVICES
BETWEEN CACHE COUNTY AND RIVER HEIGHTS CITY

This Amendment is made and entered into this ___ day of _____, 2025, by and between Cache County (the "County") and River Heights City (the "Municipality"). The original Agreement having been entered into on ___ day of _____, 2025. The aforementioned Interlocal Agreement is hereby amended to incorporate the following exhibit regarding costs:

Exhibit A

2025 MUNICIPAL ELECTION
Cost Breakdown Table and Election Cost Estimate

RIVER HEIGHTS CITY

The expenses below are associated with administering the municipal election and are not entirely inclusive of all potential costs.

Total Number of Precincts in Municipality	2
Total Number of active voters in Municipality	1,282

FIXED COSTS FOR EACH BALLOT		
11-14" Ballot	\$ 0.25	Per mailing to voter
Insertion	\$ 0.20	Per mailing to voter
Outgoing Envelope	\$ 0.12	Per mailing to voter
Reply Envelope	\$ 0.12	Per mailing to voter
Voter Instruction Sheet	\$ 0.10	Per mailing to voter
Postage Outgoing	\$ 0.73	Per mailing to voter
Database/ Election Setup	\$ 0.05	Per active registered voter
Site Support (ES&S)	\$ 0.07	Per active registered voter
FIXED COSTS FOR EACH RETURNED BALLOT		
Poll Worker / Staff Wages	\$ 0.25	Per ballot received
Election Supplies	\$ 0.03	Per ballot received
Signature Verification	\$ 0.25	Per ballot received
Total	\$ 2.17	Cost per voter at 100%
SET UP COSTS		Cost per precinct
Coding (MBV)	\$ 45.92	Cost per precinct
Ballot Layout	\$ 45.30	Cost per precinct

VARIABLE COSTS*		
Postage Incoming	\$ 0.76	Per piece mailed to clerk
Postage Undeliverable	\$ 0.76	Per piece mailed to clerk
Recount (if necessary)	\$ 480.00	Flat Fee

Estimate of Fixed Costs	\$ 2,781.94
Total Set Up Costs	\$ 182.44

Primary	\$ 2,964.38
General	\$ 2,964.38

Estimated Costs as of April 11, 2025	\$ 5,928.76
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*In addition to the fixed costs associated with election administration, there are variable costs that can impact the overall budget—specifically, the costs related to mail returned with postage due and undeliverable mail.

When vote-by-mail ballots are sent out, there is a risk that some may be returned as undeliverable or with insufficient postage. These returns generate additional expenses not accounted for in the fixed cost estimates. For example, if we assume that 10% of ballots are returned as undeliverable and with postage due, this would result in approximately **128** ballots requiring additional processing.

At a postage due rate of \$0.76 per ballot, this would result in an added cost of **\$97.28**. This cost is purely for the return postage and does not include labor or materials associated with processing the returned mail.

In the event of a recount, there would be an **additional flat-rate cost of \$480.00**. This cost would be incurred regardless of the number of ballots and represents the cost of staffing for an additional 1.5 days.

Exhibit B
2025 Municipal Elections
Scope of Work for Election Services

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

- All administrative functions related to candidate filing;
- All administrative functions related to financial disclosure requirements by state code and/or city code;
- Publish Public Notices required by law.;
- Accept responsibility to keep candidates and the public up to date and informed on all legal requirements governing candidates and campaigns;
- Thoroughly examine and proof all election programming done for the City Municipal Elections. Final approval of ballots and programming will rest with the City;
- Host on the official City website: a link to or copy of the official reported results as hosted on the County Elections webpage, the location of the county-owned ballot drop boxes, and any other information as required by law;
- 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;
- City will canvas the final election results.

Annexations or other boundary changes impacting the administration of the election need to be submitted to the County by May 30, 2025. Annexation changes submitted after May 30th will not be incorporated into this election.

The 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.

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 municipal 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 required);
- Election Day administrative support;
- Operation of county wide vote center;
- Provide final canvass report of Official Election Results. The City is responsible to canvass their municipal election on the date designated by the County. Such results will constitute the final Official Results of the Election;
- Election security;
- Ballot drop box services - maintain, lock and unlock, and collect ballots.

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.

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