

RESOLUTION #25-11C

A RESOLUTION AUTHORIZING THE EXECUTION OF AN INTERLOCAL COOPERATION AGREEMENT BETWEEN THE SALT LAKE COUNTY CLERK ELECTIONS DIVISION AND THE SANDY CITY RECORDER'S OFFICE REGARDING ASSISTANCE IN CONDUCTING SANDY CITY'S 2025 PRIMARY AND GENERAL MUNICIPAL ELECTIONS

WHEREAS, Title 11, Chapter 13, Utah Code Annotated 1953, as amended, permits public agencies to enter into cooperative agreements to provide joint undertakings and services; and

WHEREAS, the attached agreement has been prepared to accomplish such purpose.

NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF SANDY CITY AS FOLLOWS:

1. The City Council does hereby approve the attached agreement described as an interlocal agreement between the Salt Lake County Election's Division and the Sandy City Recorder's Office regarding assistance in conducting Sandy City's 2025 primary and general municipal elections.
2. The Hon. Monica Zoltanski, Mayor of Sandy City, is hereby authorized to execute the agreement on behalf of Sandy City Corporation and to act in accordance with its terms.

PASSED AND APPROVED by the Sandy City Council this 25th day of March, 2025.

Aaron Dekeyzer, Chair
Sandy City Council

ATTEST:

City Recorder

INTERLOCAL COOPERATION AGREEMENT
between
SALT LAKE COUNTY
and
SANDY CITY
For Municipal Election

This Interlocal Cooperation Agreement (this “Agreement”) is entered into by and between **SALT LAKE COUNTY**, a body corporate and politic of the State of Utah, on behalf of its County Clerk’s Office, Election’s Division (the “County”); and **SANDY CITY**, a municipal corporation of the State of Utah (the “City”). The County and the City may each be referred to herein as a “Party” and collectively as the “Parties.”

RECITALS:

- A. The County and the City are “public agencies” as defined by the Utah Interlocal Cooperation Act, UTAH CODE §§ 11-13-101 to -608 (the “Interlocal Act”), and as such, are authorized to enter into agreements to act jointly and cooperatively in a manner that will enable them to make the most efficient use of their resources and powers.
- B. Utah Code § 20A-5-400.1 permits the County to enter into interlocal agreements with local municipalities to conduct their elections.
- C. The County desires to provide the services of its Clerk’s Office, Elections Division, to the City for the purpose of assisting the City in conducting the City’s 2025 primary and general municipal elections.
- D. The City desires to engage the County for such services.

AGREEMENT:

NOW, THEREFORE, in consideration of the mutual representations, warranties, covenants and agreements contained herein, the sufficiency of which is hereby acknowledged, the Parties represent and agree as follows:

ARTICLE 1 — ELECTION SERVICES

1.1. Scope of Work. The services to be provided by the County shall be as set forth in the Scope of Work, attached hereto and incorporated by reference as Exhibit “A.” Generally, the County shall perform the listed election functions as set forth in Exhibit “A” and as needed to ensure implementation of the City’s 2025 primary and general municipal elections, and shall furnish all materials, labor and equipment to

complete the requirements and conditions of this Agreement.

1.2. Cost. The City shall pay the County the actual cost of conducting its election. A good faith range of costs of such services (as well as any amount of pre-payment required by the County) shall be provided in Exhibit “B,” and will be attached hereto and incorporated by reference. At the conclusion of the elections, the County shall provide the City with a final invoice in writing based on its actual expenses, and the City shall pay the County within thirty days of receiving the invoice. The invoice shall contain a summary of the overall costs of the election and shall provide the amount billed to the City for participating in the elections. In the case of a vote recount, election system audit, election contest, or similar event arising out of the City’s election, the City shall pay the County’s actual costs of responding to such events, as set forth in the final invoice. The City acknowledges that the final invoice amount for these additional services may cause the total cost to the City to exceed the good faith range given to the City by the County.

1.3. Legal Requirements. The County and the City understand and agree that the City’s 2025 primary and general municipal elections are the City’s elections. The City shall be responsible for compliance with all legal requirements for these elections. The City agrees to translate ballot issues, if any, into Spanish. The County will provide the remaining Spanish translations for the ballot and other election materials as required by law. The County agrees to work with the City in complying with all legal requirements for the conduct of these elections and conduct these elections pursuant to the direction of the City, except as provided in this Agreement and Exhibit “A.” The County agrees to disclose and maintain election results through its website merely as a courtesy and convenience to the City. The City, and not the County, is responsible to resolve any and all election questions, problems, and legal issues that are within the City’s statutory authority.

1.4. Rank Choice Voting.

(a) The County and the City understand and agree that if the County provides services or resources to conduct an instant runoff voting election as described in sections 20A-4-603 and -604, UTAH CODE (2024) (“Rank Choice Voting”), the actual cost of administering such an election will be added to the City’s invoice.

(b) If the City decides to hold a Rank Choice Voting election, then, in accordance with Utah Code § 20A-4-602(3)(a), it shall provide the Lt. Governor and the County with notice of its intent to use Rank Choice Voting as its selected method of voting, no later than April 30, 2025.

(c) The County reserves the right to refuse to conduct a Rank Choice Voting contest with more than 10 candidates. The City acknowledges that, if the County agrees to conduct a Rank Choice Voting contest where more than 10 candidates appear on the ballot, then voters may only rank up to 10 candidates. The City hereby assumes full risk and liability for, and agrees to indemnify and

hold harmless the County, its agents, officers and employees from and against, any and all actions, claims, lawsuits, contests, controversies, challenges, proceedings, liability, damages, losses and expenses (including attorney's fees and costs) arising out of or resulting from the City's decision to use Rank Choice Voting in a race involving more than 10 candidates. The County's exercise of such a right shall be effective immediately upon written notice to the City and shall not be construed as a breach of, or an event of default under, this Agreement, and said exercise shall be without any liability of, or penalty to, the County.

1.5. Independent Contractor.

(a) Because the County is consolidating election functions in order to conduct multiple, simultaneous elections on August 12, 2025, and on November 4, 2025, certain decisions by the County referenced in Exhibit "A" may not be subject to review by the City. It is therefore understood by the parties that the County will act as an independent contractor with regard to its decisions regarding resources, procedures and policies based upon providing a consistent type, scope and level of service to all participating jurisdictions made for the benefit of the whole as set forth in Exhibit "A."

(b) The County, as part of the consideration herein, shall comply with all applicable federal, state and county laws governing elections. The City agrees that the direction it gives the County under Utah Code § 20A-5-400.1(2)(a) and this Agreement shall likewise be in strict compliance with all such applicable laws. The County shall be under no obligation to comply with any direction from the City that is not demonstrably consistent with all applicable federal, state and county laws governing elections.

ARTICLE 2 —COVENANTS AND AGREEMENTS

2.1. Indemnification and Liability.

(a) Governmental Immunity. Both Parties are governmental entities under the Governmental Immunity Act of Utah, UTAH CODE §§ 63G-7-101 to -904 (the "Immunity Act"). Nothing in this Agreement shall be deemed a waiver of any rights, statutory limitations on liability, or defenses applicable to the City or the County under the Governmental Immunity Act or common law. Each Party shall retain liability and responsibility for the acts and omissions of their representative officers. In no event shall this Agreement be construed to establish a partnership, joint venture or other similar relationship between the parties and nothing contained herein shall authorize either Party to act as an agent for the other. Each of the parties hereto assumes full responsibility for the negligent operations, acts and omissions of its own employees, agents and contractors. It is not the intent of the parties to incur by Agreement any liability for the negligent operations, acts, or omissions of the other Party or its agents, employees, or contractors.

(b) Indemnification. Subject to the provisions of the Governmental Immunity Act, the City agrees to indemnify, hold harmless and defend the County, its agents, officers and employees from and against any and all actions, claims, lawsuits, contests, controversies, challenges, proceedings, liability, damages, losses and expenses, however allegedly caused, resulting directly or indirectly from, or arising out of: a) the City's breach of this Agreement; b) any negligent or wrongful act, error or omission of the City, its officers, agents and employees in the performance of this Agreement; or c) the City's actions, decisions or directions regarding election questions, problems, or legal issues. The City agrees that its duty to indemnify the County under this Agreement includes all attorney fees, litigation and court costs, expert witness fees, and any sums expended by or assessed against the County for the defense of any claim or to satisfy any settlement, arbitration award, or verdict paid or incurred on behalf of the County. The City further agrees that its indemnification obligations in this section will survive the expiration or termination of this Agreement.

(c) Insurance. Both parties to this Agreement shall maintain insurance or self-insurance coverage sufficient to meet their obligations hereunder and consistent with applicable law.

2.2. Election Records. The County shall be steward of records generated by The County such as, but not limited to, ballots, envelopes, affidavits, and cure documents, consistent with the Government Records Access and Management Act, UTAH CODE §§ 63G-2-101 to -901 (2024), and all other relevant local, state and federal laws. The City shall maintain and keep control of all other records created pursuant to this Agreement and from the elections relevant to this Agreement. The City shall respond to all public record requests related to this Agreement and the underlying elections and shall retain its election records consistent with the Government Records Access and Management Act, UTAH CODE §§ 63G-2-101 to -901 (2024), and all other relevant local, state and federal laws.

ARTICLE 3 — MISCELLANEOUS

3.1. Interlocal Cooperation Act. For the purpose of satisfying specific requirements of the Interlocal Act, the Parties agree as follows:

(a) This Agreement shall be approved by each Party pursuant to Utah Code § 11-13-202.5.

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

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

(d) Except as otherwise specifically provided herein, each Party shall be responsible for its own costs of any action taken pursuant to this Agreement, and for any financing of such costs.

(e) No separate legal entity is created by the terms of this Agreement.

(f) No real or personal property shall be acquired jointly by the Parties as a result of this Agreement. To the extent a Party acquires, holds, or disposes of any real or personal property for use in the joint or cooperative undertaking contemplated by this Agreement, such Party shall do so in the same manner that it deals with other property of such Party.

(g) County and City Representatives.

(i) The County designates the County Clerk as the County's representative to assist in the administrative management of this Agreement and to coordinate the performance of the services under this Agreement.

(ii) The City designates Wendy Downs, its city recorder, as the City's representative in its performance of this Agreement. The City's representative shall have the responsibility of working with the County to coordinate the performance of its obligations under this Agreement.

County Contact Information

Tom Reese
Elections Director
treese@saltlakecounty.gov
(385) 468-7425

Ann Stoddard
Admin/Fiscal Manager
astoddard@saltlakecounty.gov

City Contact information

Wendy Downs
City Recorder
wdowns@sandy.utah.gov
(801) 568-7118

3.2. Term of Agreement. This Agreement shall take effect immediately upon the approval of this Agreement by both Parties as provided in Utah Code § 11-13-202.5 and shall expire on February 28, 2026.

3.3. Termination. This Agreement may be terminated (with or without cause) by the County upon at least thirty-days prior written notice to the City. This Agreement may be terminated (with or without cause) by the City any time before April 30, 2025, upon written notice to the County. Upon any such termination, the following shall occur:

(a) the County shall submit to the City an itemized statement for services rendered under this Agreement up to the time of termination and based upon the dollar amounts for materials, equipment and services set forth herein;

(b) the City shall pay the County on the basis of the actual services performed according to the terms of this Agreement;

(c) each party shall retain ownership of any property it owned prior to the date of this Agreement and the City shall own any property it created or acquired pursuant to this Agreement; and

(d) if any pre-payment is required by the County and has been paid by the City, then such amount shall be retained by the County as a non-refundable administrative fee to cover the County's actual costs of preparing for the City's elections.

3.4. Non-Funding Clause. Pursuant to Utah State law, the County appropriations lapse at the end of each fiscal year. County appropriations may also be altered at any time during the fiscal year. Consequently, if funds are not appropriated for a succeeding fiscal year to fund performance by the County under the Agreement, or if appropriations are withdrawn or otherwise altered, the Agreement shall terminate, effective upon written notice. Said termination shall not be construed as a breach of this Agreement or any event of default under this Agreement and said termination shall be without penalty, whatsoever, and no right of action for damages or other relief shall accrue to the benefit of the City, its successors, or its assigns, as to this Agreement, or any portion thereof.

3.5. Force Majeure. Neither Party will be considered in breach of this Agreement to the extent that performance of their respective obligations is prevented by an Event of Force Majeure that arises after this Agreement becomes effective. "Event of Force Majeure" means an event beyond the control of the County or the City that prevents a Party from complying with any of its obligations under this Agreement, including but not limited to: a) an act of God (such as, but not limited to, fires, explosions, earthquakes, drought, tidal waves and floods); b) war, acts or threats of terrorism, invasion, or embargo; or c) riots, strikes, vandalism or other civil unrest. If an Event of Force Majeure persists for a period in excess of sixty days, the County may terminate this Agreement without liability or penalty, effective upon written notice to the City.

3.6. Notices. All notices required under this Agreement shall be made in writing and shall be sent via email.

3.7. Ethical Standards. The City represents that it has not: a) provided an illegal gift to any County officer or employee, or former County officer or employee, or to any relative or business entity of a County officer or employee, or relative or business entity of a former County officer or employee; b) retained any person to solicit or secure

this contract upon an agreement or understanding for a commission, percentage, brokerage or contingent fee, other than bona fide employees of bona fide commercial agencies established for the purpose of securing business; c) breached any of the ethical standards set forth in Utah Code § 17-16a-4 or Salt Lake County Code of Ordinances § 2.07; or d) knowingly influenced, and hereby promises that it will not knowingly influence, any County officer or employee or former County officer or employee to breach any of the ethical standards set forth in State statute or Salt Lake County ordinance.

3.8. Entire Agreement. This Agreement and the documents referenced herein, if any, constitute the entire Agreement between the Parties with respect to the subject matter hereof, and no statements, promises, or inducements made by either Party, or agents for either Party, that are not contained in this written Agreement shall be binding or valid.

3.9. Amendment. This Agreement may be amended, changed, modified or altered only by an instrument in writing signed by the Parties.

3.10. Time. The Parties agree that time is of the essence in the performance of this Agreement. The time set forth for performance in this Agreement shall be strictly followed and any default in performance according to the times required shall be a breach of this Agreement and shall be just cause for immediate termination by the County of this Agreement and pursuit of any remedy allowed by this Agreement and by law.

3.11. Governing Law and Venue. This Agreement shall be governed by the laws of the State of Utah both as to interpretation and performance. All actions including but not limited to court proceedings, administrative proceedings, arbitration and mediation proceedings, shall be commenced, maintained, adjudicated and resolved within Salt Lake County.

3.12. No Obligations to Third Parties. The Parties agree that the City's obligations under this Agreement are solely to the County and that the County's obligations under this Agreement are solely to the City. The Parties do not intend to confer any rights to third parties.

3.13. Agency. No officer, employee, or agent of the City or the County is intended to be an officer, employee, or agent of the other Party. None of the benefits provided by each Party to its employees including, but not limited to, workers' compensation insurance, health insurance and unemployment insurance, are available to the officers, employees, or agents of the other Party. The City and the County will each be solely and entirely responsible for its acts and for the acts of its officers, employees, or agents during the performance of this Agreement.

3.14. No Waiver. The failure of either Party at any time to require performance of any provision or to resort to any remedy provided under this Agreement will in no way

affect the right of that Party to require performance or to resort to a remedy at any time thereafter. Additionally, the waiver of any breach of this Agreement by either Party will not constitute a waiver as to any future breach.

3.15. Severability. If any provision of this Agreement is found to be illegal or unenforceable in a judicial proceeding, such provision will be deemed inoperative and severable, and, provided that the fundamental terms and conditions of this Agreement remain legal and enforceable, the remainder of this Agreement shall remain operative and binding on the Parties.

3.16. Exhibits and Recitals. The Recitals set forth above and all exhibits to this Agreement are incorporated herein to the same extent as if such items were set forth herein in their entirety within the body of this Agreement.

3.17. Counterparts. This Agreement may be executed in counterparts and all so executed will constitute one agreement binding on all the Parties, it being understood that all Parties need not sign the same counterpart. Further, executed copies of this Agreement delivered by facsimile or email will be deemed an original signed copy of this Agreement.

[SIGNATURE PAGE TO FOLLOW]

IN WITNESS WHEREOF, the Parties execute this Agreement as of the latest date indicated below.

SALT LAKE COUNTY:

Mayor or Designee

Date: _____

Recommended for Approval:

By: Lannie Chapman
Salt Lake County Clerk

Date: _____

Reviewed as to Form:

By: Adam Miller
2025.03.07
09:26:42 -07'00'
Deputy District Attorney

Date: _____

SANDY CITY:

By: _____

Name: _____

Title: _____

Date: _____

Attest:

City Recorder

Date: _____

Reviewed as to Form:

By: _____
City Attorney

Date: _____

Exhibit 'A'
2025 Municipal Elections
Scope of Work

The Municipality agrees to the consolidation of all elections administrative functions to ensure the successful conduct of multiple and simultaneous municipal elections, local district elections, and county elections. The County agrees to conduct vote by mail/consolidated polls (vote center) elections for the Municipality.

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 Municipality recognizes that such decisions, made for the benefit of the whole, may not be subject to review by the Municipality.

Services the County will perform for the Municipality include, but are not limited to:

- Ballot layout and design
- Ballot ordering, printing, and delivery
- Machine programming and testing
- Delivery of supplies and equipment
- Provision of all supplies
- Election vote centers/early vote locations
- Vote by Mail administration
- Updating state and county websites
- Tabulating, reporting, auditing, and preparing canvassing election results
- Conducting recounts as needed
- All notices and mailing required by law (except those required by Utah Code Ann. Ch. 11-14, Part 2 and §20A-9-203)
- Direct payment of all costs associated with the elections including but not limited to software, hardware, supplies, printing, postage, vote-centers, drayage, training, and temporary staff hired to facilitate elections
- Storage and maintenance of records as per the Utah State Code 20A-4-202-3b(i)(b).
- Materials provided in English and Spanish as per U.S. C Section 203 of the Voting Rights Act, with exception of translation of additional ballot initiatives.

The Municipality will provide all voter education outreach related to Rank Choice Voting, if applicable.

The Municipality will provide the County Clerk with information, decisions, and resolutions and will take appropriate actions required for the conduct of the elections in a timely manner.

The County will provide a good faith range for budgeting purposes (Exhibit 'B'). Election costs are variable and are based on the Municipality's offices scheduled for election, the Municipality's number of registered voters, the number of jurisdictions involved, as well as any direct costs incurred.

The Municipality will be invoiced for its pro-rata 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, associated costs, and the method of calculating those costs will remain unchanged.

Exhibit B 2025 Election Costs Sandy

Below is the good faith range of estimates for the upcoming **2025 Municipal Elections** for **Sandy**. Assumptions for providing this estimate consist of the following:

- A. Active voters (as of 1/1/2025): 55,926
- B. Election for the offices below:
 - Mayor
 - Council District 1
 - Council District 3
 - Council At-Large
- C. Other participating entities: both Primary and General election costs will fluctuate based on the number of participating entities. The cost for each entity in each election will rise as other entities decline participation in that election due to cancellation of contests, etc. The estimates below are premised on three scenarios with varying levels of election participation.

Cost Estimate

Description	Base Scenario <small>(all entities participating in primary)</small>	High Participation Scenario <small>(~2/3 entities participating in primary)</small>	Low Participation Scenario <small>(~1/3 entities participating in primary)</small>
Primary Election Cost	\$83,978	\$117,990	\$385,209
General Election Cost	\$203,206	\$230,389	\$230,367
Election Administration Fee	\$20,000	\$20,000	\$20,000
Ranked Choice Software Charge <small>(if applicable)</small>	[\$26,250 / # of participating entities]	[\$26,250 / # of participating entities]	[\$26,250 / # of participating entities]

Ranked Choice Software License Charge

- The Ranked Choice Voting Software License Charge will be billed to any entity electing to use ranked choice voting (RCV) as a voting method, regardless of whether or not the election contests use that method in the general election.
- The final software license charge for entities electing to use RCV will be determined after May 1st, 2025.
- The software license charge will be calculated by taking the full software cost (\$26,500) and dividing it equally by the number of entities that have elected to use RCV.
- The software license charge will be invoiced after May 1st, 2025. Fee must be paid within 30 days of the date of the invoice.

Fee Statements

- The Election Administration Fee (Admin Fee) will be billed after July 1st, 2025.
- All entities that wish to contract with Salt Lake County will pay the Admin Fee within 30 days of the date of the invoice.
- The Admin Fee will be applied towards each entity's billed amount for the 2025 election.
- If the Admin Fee exceeds the billed cost of the 2025 election, the excess amount will be applied towards the total election cost to reduce overall cost.
- Admin Fees will not be refunded.
- If a ballot measure appears on a general election ballot for a municipality or special district, that measure will be treated as a separate contest and will be billed to the municipality/district accordingly. A recount election will be addressed in the same manner.
- All billing will be based on actual costs.