

2023 INTERLOCAL ELECTION AGREEMENT NORTH TOOELE FIRE DISTRICT

AGREEMENT dated this 25th day of April, 2023, by and between Tooele County ("County") and North Tooele Fire District ("District"), both being political subdivisions of the State of Utah.

WHEREAS, state law requires municipalities, towns and local districts to hold elections each odd-numbered year; and

WHEREAS, County has the equipment and resources needed to conduct such elections, and is willing to make such equipment and resources available assist District in its 2023 elections;

NOW THEREFORE, the parties mutually agree as follows:

1. For the primary (if applicable) and general elections in 2023, County agrees to:
 - provide program and test ballot files;
 - provide electronic ballot files for optical scan ballot printing;
 - provide information systems assistance, including election programming, tabulation, programmer and technician services, and elections results reports;
 - determine the number of optical scan ballots to be printed and mailed;
 - conduct the public demonstration of the tabulation equipment;
 - publish county-level legal notices, including notices of polling locations and sample ballots, audit notices, and any other required notices;
 - post on the county website a link to the State's posting of candidate profiles, ballot issues, and financial reports, if applicable; and
 - conduct an election audit.

2. For the primary (if applicable) and general elections in 2023, City agrees to:
 - timely provide ballot information for candidate filings and ballot issues, if applicable;
 - publish municipal-level legal notices including election notices, candidate filing notices, canvass notices, and any other required notices;
 - proof and approve ballot formats;
 - according to the estimates in Exhibit A, pay County for costs and labor arising from district-specific ballot races and issues.

3. For the primary (if applicable) and general elections in 2023, both parties agree to conduct the election according to applicable statutes, rules, executive orders, and policies of the Lieutenant Governor as the Chief Elections Officer.


4. This term of this Agreement is April 1, 2023, through December 31, 2023.

5. This Agreement shall be jointly administered by the Tooele County Clerk and the North Tooele Fire District Clerk.
6. In satisfaction of the requirements of the Interlocal Cooperation Act, Title 11, Chapter 13 of the Utah Code, in connection with this Agreement, the Parties agree as follows:
 - a. This Agreement shall be authorized by each Party pursuant to and in accordance with the provisions of Section 11-13-202.5 of the Cooperation Act;
 - 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 the Section 11-13-202.5 of the Cooperation Act;
 - c. A duly executed original counterpart of this Agreement shall be filed immediately with the keeper of records of each Party pursuant to Section 11-13-209 of the Cooperation Act;
 - d. No termination, in whole or in part, of this Agreement shall be made without the adoption of an amendment to this Agreement by all the Parties.
 - f. This Agreement does not create a separate entity and no joint budget will be established or maintained. Additionally, no real or personal property will be acquired, held or disposed of or used in the joint or cooperative undertaking, except as otherwise expressly described herein.

TOOELE COUNTY:


 James A. Welch
 County Manager

NORTH TOOELE FIRE DISTRICT:




 Kevin Nunn
 Chief

APPROVED AS TO FORM:




 Colin Winchester
 Deputy County Attorney

APPROVED AS TO FORM:



 Rachel S. Anderson
 North Tooele Fire District, Attorney

ATTEST:



 Cassandra Ray
 North Tooele Fire District Administrative Chief

Exhibit A

Estimated Election Costs	
Estimated per ballot shared cost	\$2/ballot
Estimated # of registered voters as of 4/26/2023	11,608
Total estimated cost per election:	\$2 x 11,608 = \$23,216
Total estimated cost for Primary (if applicable) and General Elections: Costs would be shared with Erda City, Lake Point City, LPID, SSA, and SPID as they share a ballot face with select NTFD precincts	\$23,216 x 2 elections = \$46,432 (evenly divided cost with other entities as outlined below, unless election is cancelled)
Precinct cost breakdown:	Total voters in each area:
Erda City shared: EC01, EC03, EC05	1,528
Lake Point City & LPID shared: LP01 & LP02	1,558
SSA & SPID shared: SP01-SP03.1, SP04.1, SP05-09.1, SP10	6,912
SPID shared: SP03.2, SP04.2	278
Unshared areas: GV01U, GV04U, LC01, SP09.2&3, TC03U, EC02, EC04	1,332
	Totaling: 11,608