

MIDVALE CITY, UTAH

RESOLUTION NO. 2023-R-11

A RESOLUTION APPROVING THE RANKED CHOICE VOTING ELECTION METHOD FOR THE 2023 MIDVALE MUNICIPAL ELECTION AND AUTHORIZING THE MAYOR TO ENTER INTO AN INTERLOCAL COOPERATION AGREEMENT BETWEEN SALT LAKE COUNTY ELECTION DIVISION AND MIDVALE CITY FOR ELECTION SERVICES

WHEREAS, during 2023, Municipal Elections will be conducted within Midvale City for Council Districts 1, 2, and 3 municipal council seats; and

WHEREAS, the City Council has made the decision to have the municipal election conducted by Ranked Choice Voting by election officials of Salt Lake County (“the County”); and

WHEREAS, the County has the expertise and election equipment to provide such services at a cost equal to or less than the City may be able to conduct the election; and

WHEREAS, the County has proposed an Interlocal Cooperation Agreement to provide said election services at an estimated cost of \$26,882;

WHEREAS, the parties desire to continue by contract said services under the terms and conditions set forth in the attached Interlocal Cooperation Agreement;

NOW, THEREFORE, be it resolved by the Midvale City Council that the Mayor is authorized to execute the Interlocal Cooperation Agreement with Salt Lake County Election Division providing for the conducting of the 2023 Municipal Election within the City attached hereto.

PASSED AND APPROVED this 21st day of March 2023.

By: Marcus Stevenson
Marcus Stevenson, Mayor

[SEAL]



VOTING:

Quinn Sperry	Yea <input checked="" type="checkbox"/>	Nay <input type="checkbox"/>
Paul Glover	Yea <input type="checkbox"/>	Nay <input checked="" type="checkbox"/>
Heidi Robinson	Yea <input checked="" type="checkbox"/>	Nay <input type="checkbox"/>
Bryant Brown	Yea <input checked="" type="checkbox"/>	Nay <input type="checkbox"/>
Dustin Gettel	Yea <input checked="" type="checkbox"/>	Nay <input type="checkbox"/>

ATTEST:

Roti L. Andreason
Roti L. Andreason, MMC
City Recorder



AGREEMENT
between
MIDVALE CITY
and
SALT LAKE COUNTY on behalf of the
COUNTY CLERK'S ELECTION'S DIVISION
FOR MUNICIPAL ELECTION

THIS AGREEMENT is made and entered into the 21st day of March, 2023, by and between SALT LAKE COUNTY (the "County"), a body corporate and politic of the State of Utah, on behalf of the Salt Lake County Clerk's Office, Elections Division; and MIDVALE CITY (the "City") a municipal corporation created under the laws of the State of Utah.

RECITALS:

WHEREAS, 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 2023 primary and general municipal elections; and

WHEREAS, the City desires to engage the County for such services.

AGREEMENT:

NOW THEREFORE, in exchange for valuable consideration, including the mutual covenants contained in this Agreement, the parties covenant and agree as follows:

1. **Term.** The County shall provide election services described below to the City commencing on the date this Agreement is approved by both parties and terminating on December 31, 2023. Either party may cancel this Agreement upon thirty (30) days written notice to the other party. Upon such cancellation, 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.

2. **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 2023 primary and general municipal elections.

3. **Legal Requirements.**

a. The County and the City understand and agree that the City's 2023 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.

b. 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 (2022) ("Rank Choice