

RESOLUTION NO. 2022-04

**A RESOLUTION EXPRESSING THE DESIRE OF PLAIN CITY
TO ENTER INTO AN INTERLOCAL AGREEMENT WITH WEBER COUNTY
RELATING TO SURVEILLANCE SERVICES OF
UNATTENDED BALLOT DROP BOX**

WHEREAS, the City of Plain City (herein "City") is a municipal corporation duly organized and existing under the laws of the State of Utah; and,

WHEREAS, the City Council finds that in conformance with the provisions of UCA §10-3-717, the governing body of the city may exercise all administrative powers by resolutions; and,

WHEREAS, the City has entered into negotiations with Weber County through the Weber County with the goal of having law election services provided by Weber County; and,

WHEREAS, the City Council of Plain City, Utah, hereby desires to adopt a Resolution to formally indicate its desire to enter into an interlocal agreement with Weber County related to surveillance of unattended ballot drop box services; and,

WHEREAS, The City has determined the terms of the interlocal agreement are fair and advantageous to the City; and,

NOW, THEREFORE, Be It Resolved that the City Council of Plain City, Utah, desires to enter into an interlocal agreement with Weber County related to surveillance services for the unattended ballot drop box and instructs that the agreement be signed by the appropriate city officials.

PASSED AND APPROVED by the Plain City Council this 19th day of May, 2022.

Voting:

| | |
|-------------------------|-----|
| Council Member Jenkins | aye |
| Council Member Beal | aye |
| Council Member Sadler | aye |
| Council Member Panunzio | aye |
| Council Member Skeen | aye |

ATTEST:

Nicole W. Hume
City Recorder



**INTERLOCAL AGREEMENT BETWEEN
WEBER COUNTY AND PLAIN CITY
FOR THE USE OF SECURITY CAMERAS**

This Interlocal Cooperation Agreement, hereinafter "Agreement", is made and entered in accordance with Utah Code Annotated §11-13-101 et seq., 1953 as amended, commonly referred to as the Interlocal Cooperation Act, by and between Weber County, a body politic, corporate and political subdivision of the State of Utah, hereinafter "County", with its main offices located at 2380 Washington Blvd., Ogden, Utah 84401, and Plain City, a municipal corporation, hereinafter "City" with its main office at 4160 West 2200 North, Plain City, UT 84404.

RECTIALS

WHEREAS, pursuant to Utah Code Ann. § 20A-5-403.5(1), the County's election officer is required to provide 24-hour video surveillance of each unattended ballot drop box within Weber County; and

WHEREAS, the City owns and maintains a security camera installed at 4160 West 2200 North, Plain City, UT 84404 ("Security Camera"); and

WHEREAS, the County has an election ballot drop box installed at 4160 West 2200 North, Plain City, UT 84404, which is located within the Security Camera's scope of view;

WHEREAS, the County desires to use the City's Security Camera to provide 24-hour video surveillance of the election ballot drop box.

NOW THEREFORE, County and City enter this agreement with the following terms and conditions;

**SECTION ONE
SERVICES PROVIDED AND CONSIDERATION**

- 1.01 The City will maintain the position of the Security Camera so that the County's ballot drop box is under 24-hour video surveillance.
- 1.02 All Security Camera recordings are considered records of The City for purposes of Utah Code Annotated, Title 63G, Chapter 2, Government Records and Access Management Act ("Act"). The City will grant the County access to the Security Camera recordings upon the County's request. Any Security Camera recording provided to the County shall be considered a shared record under Section 63G-2-206 of the Act, unless the City notifies the County in writing that such record is a public record.
- 1.03 The City will maintain ownership and control of the Security Camera and is responsible for the installation, supplies, and maintenance of the Security Camera, as well as the associated costs.
- 1.04 The City will retain the Security Camera video recordings in accordance with applicable Utah State Law and the City's own record retention policies.
- 1.05 In Consideration for the services provided by the City to the County, as described in this Agreement, the County shall provide a one-time reimbursement to the City up to \$1,200 for a new camera, installation of a camera, moving of a camera or other applicable costs. To qualify for reimbursement, such costs must be necessary for the City to fulfill its obligations under this Agreement. The City must submit a reimbursement request to the County Clerk/Auditor by June 1st, 2022, and must include a receipt or invoice for the equipment or services that comply with this agreement.

SECTION TWO

MISCELLANEOUS PROVISIONS

- 2.01 Governing Law. The provisions of this Agreement shall be governed by the laws of the State of Utah.
- 2.03 Indemnification. Both parties are governmental entities under the Governmental Immunity Act of Utah, §§ 630-7-101 to -904, as amended (the "Act"). There are no indemnity obligations between these parties. Subject to and consistent with the terms of the Act, the parties shall be liable for their own negligent acts or omissions, or those of their authorized employees, officers, and agents while engaged in the performance of the obligations under this Agreement, and neither party shall have any liability whatsoever for any negligent act or omission of the other party, its employees, officers, or agents. Neither party waives any defenses or limits of liability available under the Act and other applicable law. Both parties maintain all privileges, immunities, and other rights granted by the Act and all other applicable law.
- 2.04 Severability. The declaration by any court or any other binding legal source, that any provision of this Agreement is illegal or void, shall not affect the legality and enforceability of any other provision of this Agreement, unless the provisions are mutually dependent.
- 2.05 Term/Termination. This Agreement shall be effective upon execution of the last party to sign this Agreement. The term of this Agreement shall not exceed fifty (50) years pursuant to §11-13- 216 of the Interlocal Cooperation Act. The parties reserve the right to terminate this Agreement, in whole or in part, at any time during the term or any additional terms whenever the terminating party determines, in its sole discretion that it is in the terminating party's interest to do so. If a party elects to exercise this right, the terminating party shall provide written notice to the other party at least 30 (thirty) days prior to the date of termination for convenience. The parties agree that termination for convenience will not be deemed a termination for default nor will it entitle either party to any rights or remedies provided by law or this Agreement for breach of contract or any other claim or cause of action.
- 2.06 Entirety. This Agreement constitutes the entire integrated understanding between the parties, and that there are no other terms, conditions, representations or understanding, whether written or oral, concerning the rights and obligations of the parties to this Agreement except as set forth in this Agreement. This Agreement may not be enlarged, modified or altered, except in writing, signed by the parties.

IN WITNESS WHEREOF, the County and the City have executed this Agreement to be effective upon proper execution by both parties.

DATED this ____ day of _____, 2022.

BOARD OF COUNTY COMMISSIONERS
OF WEBER COUNTY

By _____
Scott K. Jenkins, Chair

Commissioner Froerer voted _____
Commissioner Harvey voted _____
Commissioner Jenkins voted _____

ATTEST:

Ricky Hatch, CPA
Weber County Clerk/Auditor

Plain City

By 

Name: Jon Beestey

Title: Mayor