

**MINUTES  
BOX ELDER COUNTY COMMISSION  
AUGUST 16, 2023**

The Board of County Commissioners of Box Elder County, Utah met in an Administrative/Operational Session at the County Courthouse, 01 South Main Street in Brigham City, Utah at 11:15 a.m. on **August 16, 2023**. The following members were present:

Stan Summers	Chairman
Boyd Bingham	Commissioner
Lee Perry	Commissioner
Marla R. Young	Clerk

The following items were discussed:

1. Agenda Review/Supporting Documents
2. Commissioners' Correspondence
3. Staff Reports – Agenda Related
4. Correspondence

The Administrative/Operational Session adjourned at 11:24 a.m.

The regular session was called to order by Chairman Summers at 11:30 a.m. with the following members present, constituting a quorum:

Stan Summers	Chairman
Boyd Bingham	Commissioner
Lee Perry	Commissioner
Marla Young	County Clerk

The prayer was offered by Commissioner Bingham.

The Pledge of Allegiance was led by Attorney Stephen Hadfield.

**APPROVAL OF MINUTES**

**MINUTES WERE POSTPONED TO THE NEXT MEETING.**

**ATTACHMENT NO. 1 - AGENDA**

**ADMINISTRATIVE REVIEW/REPORTS/FUTURE AGENDA ITEMS – COMMISSION**

Chairman Summers stated the fair is coming up next week and the Commissioners would like to thank all of the volunteers and help given in preparation.

**FORMER AGENDA ITEMS FOLLOW-UP – COMMISSIONERS**

There were no Former Agenda items discussed.

**EMERGENCY MANAGEMENT ISSUES**

Emergency Manager Mark Millett stated that Mantua is working on water issues today.

**ARPA/LATCF**

There were no ARPA/LATCF items discussed.

**BOX ELDER COUNTY EMPLOYEE RECOGNITION**

Commissioner Perry read a nomination for Chrisee Bennett as employee of the month. She was commended for her willingness to learn programs, keeping the Commissioners in line, and for her hard work at the fair.

**PUBLIC INTERESTS / PRESENTATIONS / CONCERNS**

***Peach Days Update-Monica Holdaway***

Box Elder Chamber of Commerce Executive Director Monica Holdaway presented peach days memorabilia to the Commissioners and invited them to Peach Days. She thanked the county for their support.

***Victim Services Report for January to June 2023-Cheryl Burgan***

Cheryl Burgan, victim advocate, gave a presentation of the victim services they have provided. She provided the Commission with stats of victims served and explained that some of their services include helping get protective orders and protecting victims rights. She reported there is a 64% - 66% increase in the numbers of victims served.

**Box Elder Growing Smart Workgroup/County Water Master Plan-Bruce Nelson**

Bruce Nelson, Honeyville Mayor, presented concerns about water and reported on a meeting held with many different entities. He said they came up with three goals: 1. Preserve agriculture economy 2. Growth in water availability and 3. Keep resources for future use.

He said they have created a committee to put together a water plan for the county. There will be six regions working together on a drought resiliency plan. He stated they are hoping for a kick off meeting in November where all parties can come together and have a voice in the process.

There was discussion of making a countywide master water plan and that they need to identify what the needs are for municipalities and individuals with water rights and to come together with a unified plan.

***ATTACHMENT NO. 1 - Water Plan Presentation***

**CLERK'S OFFICE**

**Approval For Willard Annexation that Leaves an Unincorporated Island-Marla Young**

Clerk Marla Young stated the annexation leaves an island. She explained the legislature passed a bill that requires the Commission approve any annexation that may leave an island.

Chairman Summers stated they have been working on this annexation for many years.

**MOTION:** Commissioner Perry made a motion to approve the annexation to Willard. The motion was seconded by Commissioner Bingham and unanimously carried on a roll call vote of Chairman Summers voting Yea, Commissioner Bingham voting Yea, and Commissioner Perry voting Yea.

**Election Contracts #23-61 through #23-76 for Box Elder County Municipalities-Marla Young**

Clerk Marla Young explained the election contracts are with each of the sixteen municipalities for the county to provide election services. She mentioned that there are potentially four cities who may be able to cancel their election this year since they either have just the right amount of candidates or not enough candidates for the positions.

**MOTION:** Commissioner Perry made a motion to approve Contracts #23-61 through #23-76. The motion was seconded by Commissioner Bingham and unanimously carried on a roll call

vote of Chairman Summers voting Yea, Commissioner Bingham voting Yea, and Commissioner Perry voting Yea.

***ATTACHMENT NO. 3- Election Contracts #23-61 through #23-76***

**BUILDINGS & GROUNDS**

**Fairgrounds Arena Bid-Codey Illum**

Chief Building Official Codey Illum stated they will need to go back out to bid for the Fairgrounds as the time has run out on the previous bids.

Chairman Summers stated he looked at the Lions Club building and they had to redo many things. The building is in really bad shape. He stated he would like to see the county use some of the ARPA money to go as far as we can and then wait for things to go cheaper.

Mr. Illum stated that doing only a half of a building is doable but could be problematic and recommended pulling the trigger on the whole thing to get it where it needs to be.

**FAIRGROUNDS**

**Contract #23-59 City of Fun Carnival-Anne Hansen**

Fairgrounds Manager Jan Rhodes presented the contract for the City of Fun Carnival. She gave a brief history of their service to the fair. They have added two more rides.

**MOTION:** Commissioner Perry made a motion to approve Contract #23-59. The motion was seconded by Commissioner Bingham and unanimously carried on a roll call vote of Chairman Summers voting yea, Commissioner Bingham voting Yea, and Commissioner Perry voting Yea.

**WEED DEPARTMENT**

**Cooperative Agreement #23-58 Between Box Elder County and Utah Department of Natural Resources Division of Wildlife Resources-Wyatt Freeze**

Weed Supervisor Wyatt Freeze explained Agreement #23-58 is with the DNR and is a renewal of a previous contract. It allows the county to be reimbursed for work done to eradicate class 3 weeds. He said the reimbursement increased from \$10,000 to \$15,000.

**MOTION:** Commissioner Bingham made a motion to approve Agreement #23-58. The motion was seconded by Commissioner Perry and unanimously carried on a roll call vote of Chairman Summers voting Yea, Commissioner Bingham voting Yea, and Commissioner Perry voting Yea.

## **ROAD DEPARTMENT**

### **Update to the County Public Works Standards-Darin McFarland**

Road Supervisor Darin McFarland stated they have been working on the update to public works standards. He said there are no dramatic changes but meets the state and federal guidelines to build the best infrastructure. He thanked Community Development Director Scott Lyons for working so well together. He also thanked Jones and Associates for their assistance.

**MOTION:** Commissioner Perry made a motion to approve the updates to the County Public Works Standards. The motion was seconded by Commissioner Bingham and unanimously carried on a roll call vote of Chairman Summers voting Yea, Commissioner Bingham voting Yea, and Commissioner Perry voting Yea.

## **SHERIFF'S OFFICE**

### **Interlocal Agreement #23-60 with Tremonton City for the Unification of Special Weapons and Tactics (SWAT) Team Services-Sheriff Kevin Potter**

Sheriff Kevin Potter explained Agreement #23-60 is with Tremonton City for SWAT services. He said many entities work together to provide a team for tactics. He said they used to join with Brigham City as well but they have joined with Logan.

Attorney Stephen Hadfield stated there are a few minor changes needing to be made to the contract.

**MOTION:** Commissioner Perry made a motion to approve Interlocal Agreement #23-60 pending changes approved by the County Attorney. The motion was seconded by Commissioner Bingham and unanimously carried on a roll call vote of Chairman Summers voting Yea, Commissioner Bingham voting Yea, and Commissioner Perry voting Yea.

## **HUMAN RESOURCES**

### **Amended Volunteer List-Jenica Stander**

Diane Black of Human Resources gave the Commissioners the amended volunteer list for the fair.

**MOTION:** Commissioner Perry made a motion to approve the amended volunteer list for the fair. The motion was seconded by Commissioner Bingham and unanimously carried on a roll call vote of Chairman Summers voting Yea, Commissioner Bingham voting Yea, and Commissioner Perry voting Yea.

**MBA Meeting**

**MOTION:** Commissioner Perry made a motion to move into a Municipal Building Authority meeting. The motion was seconded by Commissioner Bingham and unanimously carried on a roll call vote of Chairman Summers voting Yea, Commissioner Bingham voting Yea, and Commissioner Perry voting Yea.

**PUBLIC COMMENT (No action will be taken at this time)**

**DeAnna Hardy of Brigham City** stated on behalf of the Committee of Liberty that the county cease the practice of gerrymandering. She gave a history of how gerrymandering has caused unwilling districts to sprawl illogically to benefit candidates. She feels the practice continues and redistricting should be done in squares. She feels gerrymandering is happening in Box Elder County as when redistricting happened because she now connected with people who live over by the mountains.

**Shaun Lucas** said a general contractor built his house in Perry in 2006. He said he came to the assessor last year because he felt the values seemed wrong and asked for evidence for their tax assessments. He said he has a state records hearing and tax commission hearing and he feels he is knowledgeable on the law. He said the 2022 tax assessments are too high and unconstitutional and he is working to get it resolved.

**WARRANT REGISTER – COMMISSIONERS**

The Warrant Register was signed and the following claims were approved: Claim numbers 121344 through 121381 in the amount of \$364,088.93. Claim numbers 121382 through 121427 in the amount of \$473,153.77 with voided claim numbers 121014 and 121327.

**PERSONNEL ACTIONS/VOLUNTEER ACTION FORMS – COMMISSIONERS**

<b>Employee Name:</b>	<b>Department:</b>	<b>PA Type:</b>	<b>Effective Date:</b>
ALLRED, DEVIN	FAIRGROUND	VOLUNTEER	08/23/2023
ANDERSON, MARILYN	FAIRGROUND	VOLUNTEER	08/23/2023
BUTLER, SHANNA	FAIRGROUND	VOLUNTEER	08/23/2023
CHRISTIANSSEN, HILDRETH	FAIRGROUND	VOLUNTEER	08/23/2023
DEJARNETT, MIRANDA	FAIRGROUND	VOLUNTEER	08/23/2023
DEUEL, LAURA	FAIRGROUND	VOLUNTEER	08/23/2023
FOX, LAREEN	FAIRGROUND	VOLUNTEER	08/23/2023
GARRETT, BRUCE	FAIRGROUND	VOLUNTEER	08/23/2023
GINGELL, HILARY	FAIRGROUND	VOLUNTEER	08/23/2023
GIRON, DENAE	FAIRGROUND	VOLUNTEER	08/23/2023
GROVER, RANDY	FAIRGROUND	VOLUNTEER	08/23/2023
HATCH, TRUDI	FAIRGROUND	VOLUNTEER	08/23/2023
HINKLE, JOSI	FAIRGROUND	VOLUNTEER	08/23/2023
HINKLE, NICHOLE	FAIRGROUND	VOLUNTEER	08/23/2023
JENKINS, LOIS	FAIRGROUND	VOLUNTEER	08/23/2023
JOHN, DENISE	FAIRGROUND	VOLUNTEER	08/23/2023
MACFARLANE, BRENT	FAIRGROUND	VOLUNTEER	08/23/2023
MADSEN, JOHN GREGORY	FAIRGROUND	VOLUNTEER	08/23/2023
POTTER, MARCIE	FAIRGROUND	VOLUNTEER	08/23/2023
SHEPHERS, CAROL	FAIRGROUND	VOLUNTEER	08/23/2023
UDY, BOYD	FAIRGROUND	VOLUNTEER	08/23/2023
WESTOVER, BECKY	FAIRGROUND	VOLUNTEER	08/23/2023
WHITAKER, JOAN	FAIRGROUND	VOLUNTEER	08/23/2023
WILDE, TIFFANY	FAIRGROUND	VOLUNTEER	08/23/2023
WILSON, LARRY	FAIRGROUND	VOLUNTEER	08/23/2023
BENNINGTON, PAM	FAIRGROUND	VOLUNTEER	08/23/2023
BINGHAM, RONDA	FAIRGROUND	VOLUNTEER	08/23/2023
BURTON, SANDRA	FAIRGROUND	VOLUNTEER	08/23/2023

County Commission Meeting for August 16, 2023

CARTER, HOLLY	FAIRGROUND	VOLUNTEER	08/23/2023
CARTER, JAY	FAIRGROUND	VOLUNTEER	08/23/2023
CORBRIDGE, PAMELA	FAIRGROUND	VOLUNTEER	08/23/2023
HANSEN, CRAIG	FAIRGROUND	VOLUNTEER	08/23/2023
HANSEN, GLENDA	FAIRGROUND	VOLUNTEER	08/23/2023
MARTINEAU, MICHELLE	FAIRGROUND	VOLUNTEER	08/23/2023
PAYNE, CINDY	FAIRGROUND	VOLUNTEER	08/23/2023
RUSHTON, DENNY	FAIRGROUND	VOLUNTEER	08/23/2023
TOONE, MARILYN	FAIRGROUND	VOLUNTEER	08/23/2023
WILSON, MARY JANE	FAIRGROUND	VOLUNTEER	08/23/2023
LISH, BRIAN	FAIRGROUND	TERMINATED VOLUNTEER	08/02/2023
INGRAM, MELISSA	FAIRGROUND	TERMINATED VOLUNTEER	08/02/2023
HOLMGREN, RICHARD	FAIRGROUND	TERMINATED VOLUNTEER	08/02/2023
GARN, JADE	FAIRGROUND	TERMINATED VOLUNTEER	08/02/2023
BINGHAM, MARLON	FAIRGROUND	TERMINATED VOLUNTEER	08/02/2023
BEINS, CHRIS	FAIRGROUND	TERMINATED VOLUNTEER	08/02/2023
SUMMERS, STETSON	FAIRGROUND	TERMINATED VOLUNTEER	08/02/2023
STEVENSON, BRAD	FAIRGROUND	TERMINATED VOLUNTEER	08/02/2023
SHAFFER, DAVE	FAIRGROUND	TERMINATED VOLUNTEER	08/02/2023
SORENSEN, CHRIS	FAIRGROUND	TERMINATED VOLUNTEER	08/02/2023
RHODES, TYLER	FAIRGROUND	TERMINATED VOLUNTEER	08/02/2023
ROCHE, DUSTY	FAIRGROUND	TERMINATED VOLUNTEER	08/02/2023
RAMSDELL, KARLEEN	FAIRGROUND	TERMINATED VOLUNTEER	08/02/2023
WELLS, BRODY	SHERIFF PATROL	SEPARATION	08/22/2023
BIERER, JOHN	CLERK	SEASONAL FAIR	08/23/2023
BIERER, MCKANZIE	CLERK	SEASONAL FAIR	08/23/2023
MORGAN, TAMARA	CLERK	SEASONAL ELECTIONS	08/29/2023
LARSEN, SARAH	CLERK	SEASONAL FAIR	08/23/2023
MILLIGAN, LACEY	LANDFILL	SPOTTER	08/14/2023
ASHTON, DOUGLAS	LANDFILL	EQUIPMENT OPERATOR	08/07/2023
MILLER, MELISSA	ATTORNEY	WAGE COMPENSATION	08/16/2023
STEVENSON, TIFFANY	CLERK	SEASONAL FAIR	08/23/2023
MAY, JENESSA	CLERK	SEASONAL FAIR	08/23/2023
HENDRICKS, JULIE	CLERK	SEASONAL FAIR	08/23/2023
BURT, JABEZ	ROADSHED	POSITION CHANGE	08/14/2023
BENNION, LANCE	LANDFILL	EQUIPMENT OPERATOR	08/10/2023

DEUEL, JACOB	LANDFILL	SEPARATION	07/25/2023
MATTHEWS, NAOMI	CORRECTIONS	WAGE COMPENSATION	08/03/2023
HENDRICKS, JOSLIN	FAIRGROUND	VOLUNTEER	08/23/2023
SMITH, MARGARET	FAIRGROUND	VOLUNTEER	08/23/2023
SMITH, THEODORE	FAIRGROUND	VOLUNTEER	08/23/2023
WARREN, LASHELE	FAIRGROUND	VOLUNTEER	08/23/2023
YALE, KING	FAIRGROUND	VOLUNTEER	08/23/2023
PUGSLEY, JORDAN	FAIRGROUND	VOLUNTEER	08/23/2023
FONNESBECK, CINDY	FAIRGROUND	VOLUNTEER	08/23/2023
WHITAKER, SAMUEL	WEED DEPT	SEPARATION	08/17/2023
WHITAKER, ENOCK	WEED DEPT	SEPARATION	08/17/2023
WRIGHT, CHERSTEN	CLERCK	SEASONAL FAIR	08/23/2023



**CLOSED SESSION**

**Strategy session to discuss pending or reasonably imminent litigation and the discussion of the character, professional competence, or physical or mental health of an individual.**


**MOTION:** At 12:51 p.m. a motion was made by Commissioner Perry to move into a closed session. The motion was seconded by Commissioner Bingham and unanimously carried.

**MOTION:** At 1:05 p.m. a motion was made by Commissioner Perry to reconvene into regular commission meeting. Commissioner Bingham seconded the motion. The motion carried unanimously and regular commission meeting was reconvened.

**ADJOURNMENT**

A motion was made by Commissioner Perry to adjourn. Commissioner Bingham seconded the motion, and the meeting adjourned at 1:06 p.m.

**ADOPTED AND APPROVED** in regular session this 13th day of September 2023.

  
Stan Summers, Chairman

  
Boyd Bingham, Commissioner

  
Lee Perry, Commissioner



ATTEST:

  
Marla R. Young, Clerk



## COUNTY COMMISSION MEETING

Commission Chambers, 01 South Main Street, Brigham City, Utah 84302  
Wednesday, August 16, 2023 at 11:30 AM

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### AGENDA

**NOTICE:** *Public notice is hereby given that the Box Elder County Board of County Commissioners will hold an Administrative/Operational Session commencing at 11:15 A.M. and a regular Commission Meeting commencing at 11:30 A.M. on Wednesday August 16, 2023 in the Commission Chambers of the Box Elder County Courthouse, 01 South Main Street, Brigham City, Utah.*

**1. ADMINISTRATIVE / OPERATIONAL SESSION**

- A. Agenda Review / Supporting Documents
- B. Commissioners' Correspondence
- C. Staff Reports

**2. CALL TO ORDER 11:30 A.M.**

- A. Invocation Given by: Commissioner Bingham
- B. Pledge of Allegiance Given by: County Attorney Stephen Hadfield
- C. Approve Minutes August 02, 2023

**3. ADMINISTRATIVE REVIEW / REPORTS / FUTURE AGENDA ITEMS**

**4. FORMER AGENDA ITEMS**

**5. EMERGENCY MANAGEMENT ISSUES**

**6. ARPA/LATCF**

**7. BOX ELDER COUNTY EMPLOYEE RECOGNITION**

**8. PUBLIC INTERESTS / PRESENTATIONS / CONCERNS**

- A. 11:38 Peach Days Update-Monica Holdaway
- B. 11:43 Victim Services Report for January to June 2023-Cheryl Burgan
- C. 11:58 Box Elder Growing Smart Workgroup/County Water Master Plan-Bruce Nelson

**9. CLERK'S OFFICE**

- A. 12:00 Approval For Willard Annexation that Leaves an Unincorporated Island-Marla Young
- B. 12:02 Election Contracts #23-61 through #23-76 for Box Elder County Municipalities-Marla Young

**10. BUILDINGS & GROUNDS**

- A. 12:04 Fairgrounds Arena Bid-Codey Illum

**11. FAIRGROUNDS**

- A. 12:06 Contract #23-59 City of Fun Carnival-Anne Hansen

**12. WEED DEPARTMENT**

- A. 12:08 Cooperative Agreement #23-58 Between Box Elder County and Utah Department of Natural Resources Division of Wildlife Resources-Wyatt Freeze

**13. ROAD DEPARTMENT**

- A. 12:10 Update to the County Public Works Standards-Darin McFarland

**14. SHERIFF'S OFFICE**

- A. 12:13 Interlocal Agreement #23-60 with Tremonton City for the Unification of Special Weapons and Tactics (SWAT) Team Services-Sheriff Kevin Potter

**15. HUMAN RESOURCES**

- A. 12:15 Amended Volunteer List-Jenica Stander

**16. PUBLIC COMMENT (No action will be taken at this time)**

- A. Those wishing to make a public comment shall sign the comment roll and will be responsible for following the rules outlined in the County Commission Rules and Procedures.
- B. Speakers will have one, three (3) minute opportunity to speak regardless of the number of items they wish to address.
- C. Speakers shall address their comments to the County Commission only. This is a time to be heard, there will not be a back and forth dialogue with the Commissioners.
- D. Speakers may file copies of their remarks or supporting information with the County Clerk. The County Clerk will make the information available to the County Commission.

**17. WARRANT REGISTER**

**18. PERSONNEL ACTIONS / VOLUNTEER ACTION FORMS / CELL PHONE ALLOWANCE**

**19. CLOSED SESSION**

**20. ADJOURNMENT**

Prepared and posted this 11th day of August, 2023. Mailed to the Box Elder News Journal and the Leader on the 11th of August, 2023. These assigned times may vary depending on the length of discussion, cancellation of scheduled agenda times and agenda alteration. Therefore, the times are estimates of agenda items to be discussed. If you have any interest in any topic you need to be in attendance at 11:30 p.m.



Marla R. Young - County Clerk

Box Elder County

NOTE: Please turn off or silence cell phones and pagers during public meetings. This facility is wheelchair accessible and accessible parking spaces are available. Requests for accommodations or interpretive services must be made three (3) working days prior to this meeting. Please contact the Commission Secretary's office at (435) 734-3347 or FAX (435) 734-2038 for information or assistance.

Presentation to Box  
Elder County  
Commission  
8/16/2023

Box Elder Growing Water Smart Work Group

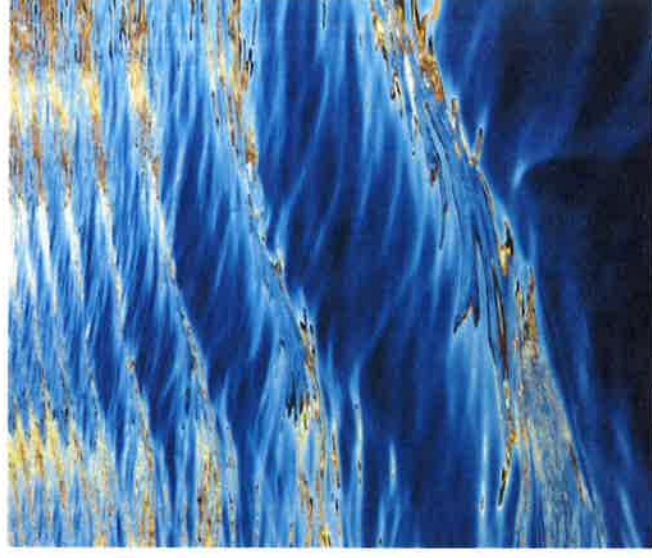
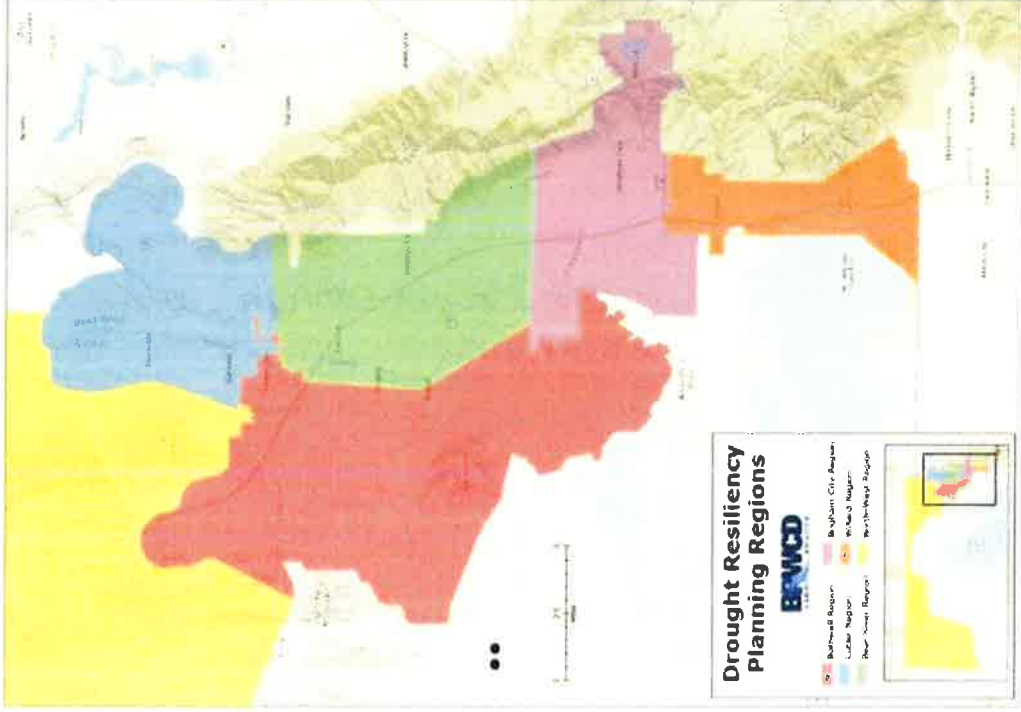


Figure 1 – Region Map



# 2021 DROUGHT RESILIENCY PLAN

- CREATED INDIVIDUAL REGIONS IN BOX ELDER COUNTY FOR WATER PLANNING PURPOSES FOR THE FIRST TIME EVER.
- 6 REGIONS WERE CREATED AND INDIVIDUAL SEPARATE PLANNING MEETINGS WERE HELD.

Image Source: 2021 BRWCD Drought Resiliency Plan

8/15/2023

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# PLANNING

1. SENATE BILL 110 (2022) REQUIRES A WATER USE AND PRESERVATION ELEMENT TO BE PART OF A MUNICIPAL OR COUNTY GENERAL PLAN.
2. SENATE BILL 76 (2023) REQUIRES COUNTIES TO CONSIDER REGIONALIZATION OF PUBLIC WATER SYSTEMS AND APPROPRIATES



• Image Credit:  
<https://www.lonelyplanet.com/usa/southwest/salt-lake-city/attractions/utah-state-capitol/a/poi-sig/394453/362161>

# SMART

UTAH GROWING WATER SMART (GWS) INVITED BRWCD TO CREATE A GWS TEAM OF 10 OR LESS INDIVIDUALS COMPOSED OF VARIOUS INTERESTS TO REPRESENT BOX ELDER COUNTY TO CREATE A COUNTY-LEVEL GWS PLAN. THE TEAM REPRESENTS PUBLIC WATER SUPPLIERS, REALTORS, ECONOMIC DEVELOPMENT, PRIVATE WATER COMPANIES, MUNICIPALITIES, COUNTY PLANNING, AND MORE.



**Utah Growing Water Smart** BOX ELDER COUNTY TEAM



# (GWS)

- UTAH GWS WORKSHOP HELD IN LOGAN, UTAH JUNE 6 – 8, 2023.
- BOX ELDER GWS TEAM CREATED AN ACTION PLAN IDENTIFYING 3 GOALS:
  1. PRESERVE COMMERCIAL AGRICULTURAL ECONOMY, HERITAGE AND RURAL CHARACTER.
  2. GROW WITHIN OUR WATER AVAILABILITY.



3. PRESERVE NATURAL RESOURCES FOR FUTURE GENERATIONS BY PRESERVING WATER WITH THE LAND.



**Utah Growing Water Smart BOX ELDER COUNTY TEAM**



# BOX ELDER GROWING WATER SMART COMMITTEE/ STEERING COMMITTEE FOR COUNTY WATER

## MASTER PLAN

- BRUCE NELSON – HONEYVILLE CITY MAYOR
- BOYD BINGHAM – BOX ELDER COUNTY COMMISSIONER
- LYLE HOLMGREN – TREMONTON CITY MAYOR
- SCOTT LYONS – BOX ELDER COUNTY PLANNER
- BRYCE WHEELWRIGHT – WILLARD CITY PLANNER
- MONICA HOLDAWAY – CEO of BOX ELDER CHAMBER OF COMMERCE
- STEFANIE TUGAW-MADSEN – BRIGHAM-TREMONTON BOARD OF REALTORS
- STEVE NORMAN – PRESIDENT OF WEST CORINNE WATER COMPANY
- TREVOR NIELSON – GENERAL MANAGER BEAR RIVER CANAL COMPANY
- CARL MACKLEY – GENERAL MANAGER BEAR RIVER WATER CONSERVANCY DISTRICT



Center for Water-Efficient Landscaping  
Utah State University

**Utah Growing Water Smart BOX ELDER COUNTY TEAM**

8/15/2023

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6

# BOX ELDER GROWING WATER SMART COMMITTEE/ STEERING COMMITTEE FOR COUNTY WATER MASTER PLAN (CWMP)

COMMITTEE RESPECTFULLY REQUESTS BOX ELDER COUNTY COMMISSIONERS:

1. SPONSOR AND PROMOTE CWMP AS CURRENTLY DESCRIBED.
2. UTILIZE BOX ELDER GWS COMMITTEE AS CWMP STEERING COMMITTEE.
3. PROCURE PROFESSIONAL SERVICES TO CREATE CWMP USING REQUEST FOR QUALIFICATIONS (RFQ) PROCESS.

4. WE AGREE THAT BRWCD WILL PROCURE AND PROVIDE FUNDING FOR



Center for Water-Efficient Landscaping  
UtahStateUniversity

CONTRACT FOR ELECTION SERVICES

This agreement made and entered into by and between BOX ELDER COUNTY, State of Utah, (hereinafter "County") and BEAR RIVER CITY, a municipal corporation located in Box Elder County, State of Utah (hereinafter "City/Town").

**RECITALS**

WHEREAS, City is desirous of obtaining the assistance of County in connection with an election to be conducted by City; and

WHEREAS, County, by and through the Box Elder County Clerk's office, is willing to provide assistance to City in connection with an election to be conducted by City; provided that City remains responsible for the election process; and

WHEREAS, City acknowledges and recognizes that County will provide assistance only and that responsibility for the election process shall remain with City and City shall conduct its election appropriately and in accordance with all applicable laws;

NOW THEREFORE, based upon these recitals and other good and valuable consideration, County and City do hereby agree as follows:

1. County, by and through the Box Elder County Clerk/Election's Office agrees to provide the following assistance in connection with the City's election process:
  - Test, program, assemble and make available to City, over the counter ballots, any equipment and/or supplies specifically needed for by-mail voting.
  - Arrange printing and mailing of ballot packet to active registered voters within the city/town jurisdiction.
  - Provide a ballot drop box for by-mail ballots and retrieve returned ballots frequently from said drop boxes.
  - Provide information systems assistance which includes, but is not necessarily limited to election programming, tabulation, programmer and technician, and election result reports.
  - Provide personnel and technical assistance throughout the election process including signature verification, ballot processing, contacting voters for any inconsistencies in signatures or returned ballots (cure letters), and tabulation.
  - Provide training for poll workers (if applicable) or city/town staff.
  - Provide early voting training if city/town chooses to hold early voting.
  - Set-up and take down equipment for early voting (if applicable).
  - Provide preparation and personnel for the public demonstration of the tabulation equipment.
  - Verify and process provisional ballots.
  - Provide result data for canvass.
  - Conduct the election audit as required by the policy set by the Lt. Governor.
2. City agrees to do the following:

2. City agrees to do the following:

- Provide and act as the Chief Election Officer and assume all duties and responsibilities as outlined by law.
- Accept all Declaration of Candidacy forms, publish notice of candidates, notify county of all declarations upon receipt.
- Provide County with ballot information which includes, but is not necessarily limited to races, candidates and ballot issues.
- Notify candidates of financial disclosure statement deadlines, accept disclosure forms, post disclosures to city/town website, forward disclosures to County Clerk and Lt. Governor.
- Identify polling locations (if applicable) and drop box locations.
- Recruit poll workers.
- Compensate poll workers.
- Publish all legal notices which include, but are not necessarily limited to election notice, polling locations, drop box locations, sample ballots, public logic and accuracy testing date, time and location, canvass notice, results, and audit notice.
- Proof and approve ballot formats.
- Have at least two people available on Election Day to accept ballots, issue ballots, and assist with provisional ballots from 7:00 am to 8:00 pm.
- Deliver ballot returns and supplies to the county for processing after polls close.
- Arrange and conduct election canvass.
- Perform all other election related duties and responsibilities not outlined in this agreement and required by law for the entire election process.
- City agrees to pay County repair or replacement costs for damaged voting equipment which occurs at a polling location beyond the normal wear and tear.

3. City agrees to conduct the election according to the statutes, rules, executive orders, and policies of the Lieutenant Governor as the Chief Elections Officer of the state. In addition, City shall defend, indemnify and hold County harmless of and from any and all liability arising out of or in any way related to County's performance of the Agreement, except for any negligent, intentional or criminal conduct of the County.

4. City agrees to pay County the costs for providing the election equipment, services and supplies in accordance with the election costs estimate, attached hereto, incorporated herein, and made a part hereof as Schedule "A". The payment shall be made within thirty (30) days of receiving the official invoice to be provided by the County. An estimate and invoice will be provided each year the services are provided, and the same terms of payment shall apply.

5. This Agreement shall be effective as of the date of execution by all parties.

6. This Agreement shall continue in effect until terminated by either party.

7. The individuals executing this Agreement on behalf of the parties confirm that they are duly authorized representatives of the parties and are lawfully enabled to execute this Agreement on behalf of the parties.

Dated this 16<sup>th</sup> day of August 2023.

BOX ELDER COUNTY

By [Signature]  
Commission Chairman



ATTEST: [Signature]  
County Clerk

Dated this \_\_\_\_\_ day of \_\_\_\_\_ 2023.

BEAR RIVER CITY

By [Signature]  
Bear River City Mayor

ATTEST:

[Signature]  
Bear River City Recorder

## EXHIBIT "A"

May 2, 2023

Bear River City Recorder  
PO Box 160  
Bear River City, UT 84301

### 2023 MUNICIPAL ELECTION ESTIMATE

Ballot Programming and Processing			\$ 300.00
Ballots (# of ballots x printing cost)	542	\$ 2.20	\$ 1,192.40
Canvass Preparation			\$ 25.00
<b>Total</b>			<b>\$ 1,517.40</b>

Ballot Programming and Processing: Programming of the ballots and all counting machines, Audio programming, Programming for ballot on demand printing, and Scanning of ballots through ballot tabulation machine

Ballots: Printing cost per ballot, Cost of envelopes, Postage, Staffing costs for scanning returned ballots, verifying of signatures, and opening and removing ballots

Canvass Preparation: Consolidation of canvass information for presentation to City/Town Council

Number of UOCAVA voters: 0

This estimate is based on current active voters as of May 1, 2023. This is an estimate only. Totals may change if incurred costs are different and if there is an increase to registered voters or postage.

CONTRACT FOR ELECTION SERVICES

This agreement made and entered into by and between BOX ELDER COUNTY, State of Utah, (hereinafter "County") and BRIGHAM CITY, a municipal corporation located in Box Elder County, State of Utah (hereinafter "City/Town").

**RECITALS**

WHEREAS, City is desirous of obtaining the assistance of County in connection with an election to be conducted by City; and

WHEREAS, County, by and through the Box Elder County Clerk's office, is willing to provide assistance to City in connection with an election to be conducted by City; provided that City remains responsible for the election process; and

WHEREAS, City acknowledges and recognizes that County will provide assistance only and that responsibility for the election process shall remain with City and City shall conduct its election appropriately and in accordance with all applicable laws;

NOW THEREFORE, based upon these recitals and other good and valuable consideration, County and City do hereby agree as follows:

1. County, by and through the Box Elder County Clerk/Election's Office agrees to provide the following assistance in connection with the City's election process:
  - Test, program, assemble and make available to City, over the counter ballots, any equipment and/or supplies specifically needed for by-mail voting.
  - Arrange printing and mailing of ballot packet to active registered voters within the city/town jurisdiction.
  - Provide a ballot drop box for by-mail ballots and retrieve returned ballots frequently from said drop boxes.
  - Provide information systems assistance which includes, but is not necessarily limited to election programming, tabulation, programmer and technician, and election result reports.
  - Provide personnel and technical assistance throughout the election process including signature verification, ballot processing, contacting voters for any inconsistencies in signatures or returned ballots (cure letters), and tabulation.
  - Provide training for poll workers (if applicable) or city/town staff.
  - Provide early voting training if city/town chooses to hold early voting.
  - Set-up and take down equipment for early voting (if applicable).
  - Provide preparation and personnel for the public demonstration of the tabulation equipment.
  - Verify and process provisional ballots.
  - Provide result data for canvass.
  - Conduct the election audit as required by the policy set by the Lt. Governor.
  
2. City agrees to do the following:

2. City agrees to do the following:

- Provide and act as the Chief Election Officer and assume all duties and responsibilities as outlined by law.
- Accept all Declaration of Candidacy forms, publish notice of candidates, notify county of all declarations upon receipt.
- Provide County with ballot information which includes, but is not necessarily limited to races, candidates and ballot issues.
- Notify candidates of financial disclosure statement deadlines, accept disclosure forms, post disclosures to city/town website, forward disclosures to County Clerk and Lt. Governor.
- Identify polling locations (if applicable) and drop box locations.
- Recruit poll workers.
- Compensate poll workers.
- Publish all legal notices which include, but are not necessarily limited to election notice, polling locations, drop box locations, sample ballots, public logic and accuracy testing date, time and location, canvass notice, results, and audit notice.
- Proof and approve ballot formats.
- Have at least two people available on Election Day to accept ballots, issue ballots, and assist with provisional ballots from 7:00 am to 8:00 pm.
- Deliver ballot returns and supplies to the county for processing after polls close.
- Arrange and conduct election canvass.
- Perform all other election related duties and responsibilities not outlined in this agreement and required by law for the entire election process.
- City agrees to pay County repair or replacement costs for damaged voting equipment which occurs at a polling location beyond the normal wear and tear.

3. City agrees to conduct the election according to the statutes, rules, executive orders, and policies of the Lieutenant Governor as the Chief Elections Officer of the state. In addition, City shall defend, indemnify and hold County harmless of and from any and all liability arising out of or in any way related to County's performance of the Agreement, except for any negligent, intentional or criminal conduct of the County.

4. City agrees to pay County the costs for providing the election equipment, services and supplies in accordance with the election costs estimate, attached hereto, incorporated herein, and made a part hereof as Schedule "A". The payment shall be made within thirty (30) days of receiving the official invoice to be provided by the County. An estimate and invoice will be provided each year the services are provided, and the same terms of payment shall apply.

5. This Agreement shall be effective as of the date of execution by all parties.

6. This Agreement shall continue in effect until terminated by either party.

7. The individuals executing this Agreement on behalf of the parties confirm that they are duly authorized representatives of the parties and are lawfully enabled to execute this Agreement on behalf of the parties.



Dated this 16<sup>th</sup> day of August 2023.

BOX ELDER COUNTY

By [Signature]  
Commission Chairman



ATTEST:

[Signature]  
County Clerk

Dated this 16<sup>th</sup> day of August 2023.

BRIGHAM CITY

By [Signature]  
Brigham City Mayor



ATTEST:

[Signature]  
Brigham City Recorder

**EXHIBIT "A"**

May 2, 2023

Brigham City Recorder  
PO Box 1005  
Brigham City, UT 84302

**2023 MUNICIPAL ELECTION ESTIMATE**

Ballot Programming and Processing			\$ 400.00
Ballots (# of ballots x printing cost)	9,614	\$ 2.20	\$ 21,150.80
Canvass Preparation			\$ 25.00
Total			\$ 21,575.80

Ballot Programming and Processing: Programming of the ballots and all counting machines, Audio programming, Programming for ballot on demand printing, and Scanning of ballots through ballot tabulation machine

Ballots: Printing cost per ballot, Cost of envelopes, Postage, Staffing costs for scanning returned ballots, verifying of signatures, and opening and removing ballots

Canvass Preparation: Consolidation of canvass information for presentation to City/Town Council

Number of UOCAVA voters: 9

This estimate is based on current active voters as of May 1, 2023. This is an estimate only. Totals may change if incurred costs are different and if there is an increase to registered voters or postage.

CONTRACT FOR ELECTION SERVICES

This agreement made and entered into by and between BOX ELDER COUNTY, State of Utah, (hereinafter "County") and CORINNE, a municipal corporation located in Box Elder County, State of Utah (hereinafter "City/Town").

**RECITALS**

WHEREAS, City is desirous of obtaining the assistance of County in connection with an election to be conducted by City; and

WHEREAS, County, by and through the Box Elder County Clerk's office, is willing to provide assistance to City in connection with an election to be conducted by City; provided that City remains responsible for the election process; and

WHEREAS, City acknowledges and recognizes that County will provide assistance only and that responsibility for the election process shall remain with City and City shall conduct its election appropriately and in accordance with all applicable laws;

NOW THEREFORE, based upon these recitals and other good and valuable consideration, County and City do hereby agree as follows:

1. County, by and through the Box Elder County Clerk/Election's Office agrees to provide the following assistance in connection with the City's election process:
  - Test, program, assemble and make available to City, over the counter ballots, any equipment and/or supplies specifically needed for by-mail voting.
  - Arrange printing and mailing of ballot packet to active registered voters within the city/town jurisdiction.
  - Provide a ballot drop box for by-mail ballots and retrieve returned ballots frequently from said drop boxes.
  - Provide information systems assistance which includes, but is not necessarily limited to election programming, tabulation, programmer and technician, and election result reports.
  - Provide personnel and technical assistance throughout the election process including signature verification, ballot processing, contacting voters for any inconsistencies in signatures or returned ballots (cure letters), and tabulation.
  - Provide training for poll workers (if applicable) or city/town staff.
  - Provide early voting training if city/town chooses to hold early voting.
  - Set-up and take down equipment for early voting (if applicable).
  - Provide preparation and personnel for the public demonstration of the tabulation equipment.
  - Verify and process provisional ballots.
  - Provide result data for canvass.
  - Conduct the election audit as required by the policy set by the Lt. Governor.

2. City agrees to do the following:

- Provide and act as the Chief Election Officer and assume all duties and responsibilities as outlined by law.
- Accept all Declaration of Candidacy forms, publish notice of candidates, notify county of all declarations upon receipt.
- Provide County with ballot information which includes, but is not necessarily limited to races, candidates and ballot issues.
- Notify candidates of financial disclosure statement deadlines, accept disclosure forms, post disclosures to city/town website, forward disclosures to County Clerk and Lt. Governor.
- Identify polling locations (if applicable) and drop box locations.
- Recruit poll workers.
- Compensate poll workers.
- Publish all legal notices which include, but are not necessarily limited to election notice, polling locations, drop box locations, sample ballots, public logic and accuracy testing date, time and location, canvass notice, results, and audit notice.
- Proof and approve ballot formats.
- Have at least two people available on Election Day to accept ballots, issue ballots, and assist with provisional ballots from 7:00 am to 8:00 pm.
- Deliver ballot returns and supplies to the county for processing after polls close.
- Arrange and conduct election canvass.
- Perform all other election related duties and responsibilities not outlined in this agreement and required by law for the entire election process.
- City agrees to pay County repair or replacement costs for damaged voting equipment which occurs at a polling location beyond the normal wear and tear.

3. City agrees to conduct the election according to the statutes, rules, executive orders, and policies of the Lieutenant Governor as the Chief Elections Officer of the state. In addition, City shall defend, indemnify and hold County harmless of and from any and all liability arising out of or in any way related to County's performance of the Agreement, except for any negligent, intentional or criminal conduct of the County.

4. City agrees to pay County the costs for providing the election equipment, services and supplies in accordance with the election costs estimate, attached hereto, incorporated herein, and made a part hereof as Schedule "A". The payment shall be made within thirty (30) days of receiving the official invoice to be provided by the County. An estimate and invoice will be provided each year the services are provided, and the same terms of payment shall apply.

5. This Agreement shall be effective as of the date of execution by all parties.

6. This Agreement shall continue in effect until terminated by either party.

7. The individuals executing this Agreement on behalf of the parties confirm that they are duly authorized representatives of the parties and are lawfully enabled to execute this Agreement on behalf of the parties.

IN WITNESS WHEREOF, the parties have caused this agreement to be executed in duplicate, each of which shall be deemed an original.

Dated this 16<sup>th</sup> day of August 2023.

BOX ELDER COUNTY

By [Signature]  
Commission Chairman



ATTEST:

[Signature]  
County Clerk

Dated this 16<sup>th</sup> day of August 2023.

CORINNE CITY

By \_\_\_\_\_  
Corinne City Mayor

ATTEST:

\_\_\_\_\_  
Corinne City Recorder

## EXHIBIT "A"

May 2, 2023

Corinne City Recorder  
PO Box 118  
Corinne, UT 84301

### 2023 MUNICIPAL ELECTION ESTIMATE

Ballot Programming and Processing			\$	300.00
Ballots (# of ballots x printing cost)	412	\$ 2.20	\$	906.40
Canvass Preparation			\$	25.00
<b>Total</b>			<b>\$</b>	<b>1,231.40</b>

Ballot Programming and Processing: Programming of the ballots and all counting machines, Audio programming, Programming for ballot on demand printing, and Scanning of ballots through ballot tabulation machine

Ballots: Printing cost per ballot, Cost of envelopes, Postage, Staffing costs for scanning returned ballots, verifying of signatures, and opening and removing ballots

Canvass Preparation: Consolidation of canvass information for presentation to City/Town Council

Number of UOCAVA voters: 0

This estimate is based on current active voters as of May 1, 2023. This is an estimate only. Totals may change if incurred costs are different and if there is an increase to registered voters or postage.

CONTRACT FOR ELECTION SERVICES

This agreement made and entered into by and between BOX ELDER COUNTY, State of Utah, (hereinafter "County") and DEWEYVILLE, a municipal corporation located in Box Elder County, State of Utah (hereinafter "City/Town").

**RECITALS**

WHEREAS, City is desirous of obtaining the assistance of County in connection with an election to be conducted by City; and

WHEREAS, County, by and through the Box Elder County Clerk's office, is willing to provide assistance to City in connection with an election to be conducted by City; provided that City remains responsible for the election process; and

WHEREAS, City acknowledges and recognizes that County will provide assistance only and that responsibility for the election process shall remain with City and City shall conduct its election appropriately and in accordance with all applicable laws;

NOW THEREFORE, based upon these recitals and other good and valuable consideration, County and City do hereby agree as follows:

1. County, by and through the Box Elder County Clerk/Election's Office agrees to provide the following assistance in connection with the City's election process:
  - Test, program, assemble and make available to City, over the counter ballots, any equipment and/or supplies specifically needed for by-mail voting.
  - Arrange printing and mailing of ballot packet to active registered voters within the city/town jurisdiction.
  - Provide a ballot drop box for by-mail ballots and retrieve returned ballots frequently from said drop boxes.
  - Provide information systems assistance which includes, but is not necessarily limited to election programming, tabulation, programmer and technician, and election result reports.
  - Provide personnel and technical assistance throughout the election process including signature verification, ballot processing, contacting voters for any inconsistencies in signatures or returned ballots (cure letters), and tabulation.
  - Provide training for poll workers (if applicable) or city/town staff.
  - Provide early voting training if city/town chooses to hold early voting.
  - Set-up and take down equipment for early voting (if applicable).
  - Provide preparation and personnel for the public demonstration of the tabulation equipment.
  - Verify and process provisional ballots.
  - Provide result data for canvass.
  - Conduct the election audit as required by the policy set by the Lt. Governor.
2. City agrees to do the following:

2. City agrees to do the following:

- Provide and act as the Chief Election Officer and assume all duties and responsibilities as outlined by law.
- Accept all Declaration of Candidacy forms, publish notice of candidates, notify county of all declarations upon receipt.
- Provide County with ballot information which includes, but is not necessarily limited to races, candidates and ballot issues.
- Notify candidates of financial disclosure statement deadlines, accept disclosure forms, post disclosures to city/town website, forward disclosures to County Clerk and Lt. Governor.
- Identify polling locations (if applicable) and drop box locations.
- Recruit poll workers.
- Compensate poll workers.
- Publish all legal notices which include, but are not necessarily limited to election notice, polling locations, drop box locations, sample ballots, public logic and accuracy testing date, time and location, canvass notice, results, and audit notice.
- Proof and approve ballot formats.
- Have at least two people available on Election Day to accept ballots, issue ballots, and assist with provisional ballots from 7:00 am to 8:00 pm.
- Deliver ballot returns and supplies to the county for processing after polls close.
- Arrange and conduct election canvass.
- Perform all other election related duties and responsibilities not outlined in this agreement and required by law for the entire election process.
- City agrees to pay County repair or replacement costs for damaged voting equipment which occurs at a polling location beyond the normal wear and tear.

3. City agrees to conduct the election according to the statutes, rules, executive orders, and policies of the Lieutenant Governor as the Chief Elections Officer of the state. In addition, City shall defend, indemnify and hold County harmless of and from any and all liability arising out of or in any way related to County's performance of the Agreement, except for any negligent, intentional or criminal conduct of the County.

4. City agrees to pay County the costs for providing the election equipment, services and supplies in accordance with the election costs estimate, attached hereto, incorporated herein, and made a part hereof as Schedule "A". The payment shall be made within thirty (30) days of receiving the official invoice to be provided by the County. An estimate and invoice will be provided each year the services are provided, and the same terms of payment shall apply.

5. This Agreement shall be effective as of the date of execution by all parties.

6. This Agreement shall continue in effect until terminated by either party.

7. The individuals executing this Agreement on behalf of the parties confirm that they are duly authorized representatives of the parties and are lawfully enabled to execute this Agreement on behalf of the parties.



Dated this 16<sup>th</sup> day of August 2023.

BOX ELDER COUNTY

By [Signature]  
Commission Chairman



ATTEST:

[Signature]  
County Clerk

Dated this 16<sup>th</sup> day of August 2023.

DEWEYVILLE TOWN

By [Signature]  
Deweyville Town Mayor

ATTEST:

[Signature]  
Deweyville Town Clerk

## EXHIBIT "A"

May 2, 2023

Deweyville City Recorder  
8955 N Hwy 38  
Deweyville , UT 84309

### 2023 MUNICIPAL ELECTION ESTIMATE

Ballot Programming and Processing			\$ 225.00
Ballots (# of ballots x printing cost)	252	\$ 2.20	\$ 554.40
Canvass Preparation			\$ 25.00
<b>Total</b>			<b>\$ 804.40</b>

Ballot Programming and Processing: Programming of the ballots and all counting machines, Audio programming, Programming for ballot on demand printing, and Scanning of ballots through ballot tabulation machine

Ballots: Printing cost per ballot, Cost of envelopes, Postage, Staffing costs for scanning returned ballots, verifying of signatures, and opening and removing ballots

Canvass Preparation: Consolidation of canvass information for presentation to City/Town Council

Number of UOCAVA voters: 0

This estimate is based on current active voters as of May 1, 2023. This is an estimate only. Totals may change if incurred costs are different and if there is an increase to registered voters or postage.

CONTRACT FOR ELECTION SERVICES

This agreement made and entered into by and between BOX ELDER COUNTY, State of Utah, (hereinafter "County") and ELWOOD, a municipal corporation located in Box Elder County, State of Utah (hereinafter "City/Town").

**RECITALS**

WHEREAS, City is desirous of obtaining the assistance of County in connection with an election to be conducted by City; and

WHEREAS, County, by and through the Box Elder County Clerk's office, is willing to provide assistance to City in connection with an election to be conducted by City; provided that City remains responsible for the election process; and

WHEREAS, City acknowledges and recognizes that County will provide assistance only and that responsibility for the election process shall remain with City and City shall conduct its election appropriately and in accordance with all applicable laws;

NOW THEREFORE, based upon these recitals and other good and valuable consideration, County and City do hereby agree as follows:

1. County, by and through the Box Elder County Clerk/Election's Office agrees to provide the following assistance in connection with the City's election process:
  - Test, program, assemble and make available to City, over the counter ballots, any equipment and/or supplies specifically needed for by-mail voting.
  - Arrange printing and mailing of ballot packet to active registered voters within the city/town jurisdiction.
  - Provide a ballot drop box for by-mail ballots and retrieve returned ballots frequently from said drop boxes.
  - Provide information systems assistance which includes, but is not necessarily limited to election programming, tabulation, programmer and technician, and election result reports.
  - Provide personnel and technical assistance throughout the election process including signature verification, ballot processing, contacting voters for any inconsistencies in signatures or returned ballots (cure letters), and tabulation.
  - Provide training for poll workers (if applicable) or city/town staff.
  - Provide early voting training if city/town chooses to hold early voting.
  - Set-up and take down equipment for early voting (if applicable).
  - Provide preparation and personnel for the public demonstration of the tabulation equipment.
  - Verify and process provisional ballots.
  - Provide result data for canvass.
  - Conduct the election audit as required by the policy set by the Lt. Governor.

2. City agrees to do the following:

- Provide and act as the Chief Election Officer and assume all duties and responsibilities as outlined by law.
- Accept all Declaration of Candidacy forms, publish notice of candidates, notify county of all declarations upon receipt.
- Provide County with ballot information which includes, but is not necessarily limited to races, candidates and ballot issues.
- Notify candidates of financial disclosure statement deadlines, accept disclosure forms, post disclosures to city/town website, forward disclosures to County Clerk and Lt. Governor.
- Identify polling locations (if applicable) and drop box locations.
- Recruit poll workers.
- Compensate poll workers.
- Publish all legal notices which include, but are not necessarily limited to election notice, polling locations, drop box locations, sample ballots, public logic and accuracy testing date, time and location, canvass notice, results, and audit notice.
- Proof and approve ballot formats.
- Have at least two people available on Election Day to accept ballots, issue ballots, and assist with provisional ballots from 7:00 am to 8:00 pm.
- Deliver ballot returns and supplies to the county for processing after polls close.
- Arrange and conduct election canvass.
- Perform all other election related duties and responsibilities not outlined in this agreement and required by law for the entire election process.
- City agrees to pay County repair or replacement costs for damaged voting equipment which occurs at a polling location beyond the normal wear and tear.

3. City agrees to conduct the election according to the statutes, rules, executive orders, and policies of the Lieutenant Governor as the Chief Elections Officer of the state. In addition, City shall defend, indemnify and hold County harmless of and from any and all liability arising out of or in any way related to County's performance of the Agreement, except for any negligent, intentional or criminal conduct of the County.

4. City agrees to pay County the costs for providing the election equipment, services and supplies in accordance with the election costs estimate, attached hereto, incorporated herein, and made a part hereof as Schedule "A". The payment shall be made within thirty (30) days of receiving the official invoice to be provided by the County. An estimate and invoice will be provided each year the services are provided, and the same terms of payment shall apply.

5. This Agreement shall be effective as of the date of execution by all parties.

6. This Agreement shall continue in effect until terminated by either party.

7. The individuals executing this Agreement on behalf of the parties confirm that they are duly authorized representatives of the parties and are lawfully enabled to execute this Agreement on behalf of the parties.

IN WITNESS WHEREOF, the parties have caused this agreement to be executed in duplicate, each of which shall be deemed an original.

Dated this 16<sup>th</sup> day of August 2023.

BOX ELDER COUNTY

By [Signature]  
Commission Chairman



ATTEST:

[Signature]  
County Clerk

Dated this 16<sup>th</sup> day of August 2023.

ELWOOD TOWN

By \_\_\_\_\_  
Elwood Town Mayor

ATTEST:

\_\_\_\_\_  
Elwood Town Clerk

## EXHIBIT "A"

May 2, 2023

Elwood City Recorder  
PO Box 118  
Elwood, UT 84337

### 2023 MUNICIPAL ELECTION ESTIMATE

Ballot Programming and Processing			\$ 300.00
Ballots (# of ballots x printing cost)	739	\$ 2.20	\$ 1,625.80
Canvass Preparation			\$ 25.00
<b>Total</b>			<b>\$ 1,950.80</b>

Ballot Programming and Processing: Programming of the ballots and all counting machines, Audio programming, Programming for ballot on demand printing, and Scanning of ballots through ballot tabulation machine

Ballots: Printing cost per ballot, Cost of envelopes, Postage, Staffing costs for scanning returned ballots, verifying of signatures, and opening and removing ballots

Canvass Preparation: Consolidation of canvass information for presentation to City/Town Council

Number of UOCAVA voters: 0

This estimate is based on current active voters as of May 1, 2023. This is an estimate only. Totals may change if incurred costs are different and if there is an increase to registered voters or postage.

CONTRACT FOR ELECTION SERVICES

This agreement made and entered into by and between BOX ELDER COUNTY, State of Utah, (hereinafter "County") and FIELDING, a municipal corporation located in Box Elder County, State of Utah (hereinafter "City/Town").

**RECITALS**

WHEREAS, City is desirous of obtaining the assistance of County in connection with an election to be conducted by City; and

WHEREAS, County, by and through the Box Elder County Clerk's office, is willing to provide assistance to City in connection with an election to be conducted by City; provided that City remains responsible for the election process; and

WHEREAS, City acknowledges and recognizes that County will provide assistance only and that responsibility for the election process shall remain with City and City shall conduct its election appropriately and in accordance with all applicable laws;

NOW THEREFORE, based upon these recitals and other good and valuable consideration, County and City do hereby agree as follows:

1. County, by and through the Box Elder County Clerk/Election's Office agrees to provide the following assistance in connection with the City's election process:

- Test, program, assemble and make available to City, over the counter ballots, any equipment and/or supplies specifically needed for by-mail voting.
- Arrange printing and mailing of ballot packet to active registered voters within the city/town jurisdiction.
- Provide a ballot drop box for by-mail ballots and retrieve returned ballots frequently from said drop boxes.
- Provide information systems assistance which includes, but is not necessarily limited to election programming, tabulation, programmer and technician, and election result reports.
- Provide personnel and technical assistance throughout the election process including signature verification, ballot processing, contacting voters for any inconsistencies in signatures or returned ballots (cure letters), and tabulation.
- Provide training for poll workers (if applicable) or city/town staff.
- Provide early voting training if city/town chooses to hold early voting.
- Set-up and take down equipment for early voting (if applicable).
- Provide preparation and personnel for the public demonstration of the tabulation equipment.
- Verify and process provisional ballots.
- Provide result data for canvass.
- Conduct the election audit as required by the policy set by the Lt. Governor.

2. City agrees to do the following:

- Provide and act as the Chief Election Officer and assume all duties and responsibilities as outlined by law.
- Accept all Declaration of Candidacy forms, publish notice of candidates, notify county of all declarations upon receipt.
- Provide County with ballot information which includes, but is not necessarily limited to races, candidates and ballot issues.
- Notify candidates of financial disclosure statement deadlines, accept disclosure forms, post disclosures to city/town website, forward disclosures to County Clerk and Lt. Governor.
- Identify polling locations (if applicable) and drop box locations.
- Recruit poll workers.
- Compensate poll workers.
- Publish all legal notices which include, but are not necessarily limited to election notice, polling locations, drop box locations, sample ballots, public logic and accuracy testing date, time and location, canvass notice, results, and audit notice.
- Proof and approve ballot formats.
- Have at least two people available on Election Day to accept ballots, issue ballots, and assist with provisional ballots from 7:00 am to 8:00 pm.
- Deliver ballot returns and supplies to the county for processing after polls close.
- Arrange and conduct election canvass.
- Perform all other election related duties and responsibilities not outlined in this agreement and required by law for the entire election process.
- City agrees to pay County repair or replacement costs for damaged voting equipment which occurs at a polling location beyond the normal wear and tear.

3. City agrees to conduct the election according to the statutes, rules, executive orders, and policies of the Lieutenant Governor as the Chief Elections Officer of the state. In addition, City shall defend, indemnify and hold County harmless of and from any and all liability arising out of or in any way related to County's performance of the Agreement, except for any negligent, intentional or criminal conduct of the County.

4. City agrees to pay County the costs for providing the election equipment, services and supplies in accordance with the election costs estimate, attached hereto, incorporated herein, and made a part hereof as Schedule "A". The payment shall be made within thirty (30) days of receiving the official invoice to be provided by the County. An estimate and invoice will be provided each year the services are provided, and the same terms of payment shall apply.

5. This Agreement shall be effective as of the date of execution by all parties.

6. This Agreement shall continue in effect until terminated by either party.

7. The individuals executing this Agreement on behalf of the parties confirm that they are duly authorized representatives of the parties and are lawfully enabled to execute this Agreement on behalf of the parties.



IN WITNESS WHEREOF, the parties have caused this agreement to be executed in duplicate, each of which shall be deemed an original.

Dated this 16<sup>th</sup> day of August 2023.

BOX ELDER COUNTY

By [Signature]  
Commission Chairman



ATTEST [Signature]  
County Clerk

Dated this 16<sup>th</sup> day of August 2023.

FIELDING

By \_\_\_\_\_  
Fielding Town Mayor

ATTEST:

\_\_\_\_\_  
Fielding Town Clerk

## EXHIBIT "A"

May 2, 2023

Fielding Town Clerk  
185 W 100 S  
Fielding, UT 84311

### 2023 MUNICIPAL ELECTION ESTIMATE

Ballot Programming and Processing			\$ 225.00
Ballots (# of ballots x printing cost)	331	\$ 2.20	\$ 728.20
Canvass Preparation			\$ 25.00
<b>Total</b>			<b>\$ 978.20</b>

Ballot Programming and Processing: Programming of the ballots and all counting machines, Audio programming, Programming for ballot on demand printing, and Scanning of ballots through ballot tabulation machine

Ballots: Printing cost per ballot, Cost of envelopes, Postage, Staffing costs for scanning returned ballots, verifying of signatures, and opening and removing ballots

Canvass Preparation: Consolidation of canvass information for presentation to City/Town Council

Number of UOCAVA voters: 0

This estimate is based on current active voters as of May 1, 2023. This is an estimate only. Totals may change if incurred costs are different and if there is an increase to registered voters or postage.

CONTRACT FOR ELECTION SERVICES

This agreement made and entered into by and between BOX ELDER COUNTY, State of Utah, (hereinafter "County") and GARLAND, a municipal corporation located in Box Elder County, State of Utah (hereinafter "City/Town").

**RECITALS**

WHEREAS, City is desirous of obtaining the assistance of County in connection with an election to be conducted by City; and

WHEREAS, County, by and through the Box Elder County Clerk's office, is willing to provide assistance to City in connection with an election to be conducted by City; provided that City remains responsible for the election process; and

WHEREAS, City acknowledges and recognizes that County will provide assistance only and that responsibility for the election process shall remain with City and City shall conduct its election appropriately and in accordance with all applicable laws;

NOW THEREFORE, based upon these recitals and other good and valuable consideration, County and City do hereby agree as follows:

1. County, by and through the Box Elder County Clerk/Election's Office agrees to provide the following assistance in connection with the City's election process:
  - Test, program, assemble and make available to City, over the counter ballots, any equipment and/or supplies specifically needed for by-mail voting.
  - Arrange printing and mailing of ballot packet to active registered voters within the city/town jurisdiction.
  - Provide a ballot drop box for by-mail ballots and retrieve returned ballots frequently from said drop boxes.
  - Provide information systems assistance which includes, but is not necessarily limited to election programming, tabulation, programmer and technician, and election result reports.
  - Provide personnel and technical assistance throughout the election process including signature verification, ballot processing, contacting voters for any inconsistencies in signatures or returned ballots (cure letters), and tabulation.
  - Provide training for poll workers (if applicable) or city/town staff.
  - Provide early voting training if city/town chooses to hold early voting.
  - Set-up and take down equipment for early voting (if applicable).
  - Provide preparation and personnel for the public demonstration of the tabulation equipment.
  - Verify and process provisional ballots.
  - Provide result data for canvass.
  - Conduct the election audit as required by the policy set by the Lt. Governor.

2. City agrees to do the following:

- Provide and act as the Chief Election Officer and assume all duties and responsibilities as outlined by law.
- Accept all Declaration of Candidacy forms, publish notice of candidates, notify county of all declarations upon receipt.
- Provide County with ballot information which includes, but is not necessarily limited to races, candidates and ballot issues.
- Notify candidates of financial disclosure statement deadlines, accept disclosure forms, post disclosures to city/town website, forward disclosures to County Clerk and Lt. Governor.
- Identify polling locations (if applicable) and drop box locations.
- Recruit poll workers.
- Compensate poll workers.
- Publish all legal notices which include, but are not necessarily limited to election notice, polling locations, drop box locations, sample ballots, public logic and accuracy testing date, time and location, canvass notice, results, and audit notice.
- Proof and approve ballot formats.
- Have at least two people available on Election Day to accept ballots, issue ballots, and assist with provisional ballots from 7:00 am to 8:00 pm.
- Deliver ballot returns and supplies to the county for processing after polls close.
- Arrange and conduct election canvass.
- Perform all other election related duties and responsibilities not outlined in this agreement and required by law for the entire election process.
- City agrees to pay County repair or replacement costs for damaged voting equipment which occurs at a polling location beyond the normal wear and tear.

3. City agrees to conduct the election according to the statutes, rules, executive orders, and policies of the Lieutenant Governor as the Chief Elections Officer of the state. In addition, City shall defend, indemnify and hold County harmless of and from any and all liability arising out of or in any way related to County's performance of the Agreement, except for any negligent, intentional or criminal conduct of the County.

4. City agrees to pay County the costs for providing the election equipment, services and supplies in accordance with the election costs estimate, attached hereto, incorporated herein, and made a part hereof as Schedule "A". The payment shall be made within thirty (30) days of receiving the official invoice to be provided by the County. An estimate and invoice will be provided each year the services are provided, and the same terms of payment shall apply.

5. This Agreement shall be effective as of the date of execution by all parties.

6. This Agreement shall continue in effect until terminated by either party.

7. The individuals executing this Agreement on behalf of the parties confirm that they are duly authorized representatives of the parties and are lawfully enabled to execute this Agreement on behalf of the parties.



IN WITNESS WHEREOF, the parties have caused this agreement to be executed in duplicate, each of which shall be deemed an original.

Dated this 16<sup>th</sup> day of August 2023.

BOX ELDER COUNTY

By [Signature]  
Commission Chairman



ATTEST:

[Signature]  
County Clerk

Dated this 16<sup>th</sup> day of August 2023.

GARLAND CITY

By \_\_\_\_\_  
Garland City Mayor

ATTEST:

\_\_\_\_\_  
Garland City Recorder

**EXHIBIT "A"**

May 2, 2023

Garland Recorder  
PO Box 129  
Garland , UT 84312

**2023 MUNICIPAL ELECTION ESTIMATE**

Ballot Programming and Processing			\$ 400.00
Ballots (# of ballots x printing cost)	1180	\$ 2.20	\$ 2,596.00
Canvass Preparation			\$ 25.00
<b>Total</b>			<b>\$ 3,021.00</b>

Ballot Programming and Processing: Programming of the ballots and all counting machines, Audio programming, Programming for ballot on demand printing, and Scanning of ballots through ballot tabulation machine

Ballots: Printing cost per ballot, Cost of envelopes, Postage, Staffing costs for scanning returned ballots, verifying of signatures, and opening and removing ballots

Canvass Preparation: Consolidation of canvass information for presentation to City/Town Council

Number of UOCAVA voters: 0

This estimate is based on current active voters as of May 1, 2023. This is an estimate only. Totals may change if incurred costs are different and if there is an increase to registered voters or postage.

23-68

CONTRACT FOR ELECTION SERVICES

This agreement made and entered into by and between BOX ELDER COUNTY, State of Utah, (hereinafter "County") and HONEYVILLE, a municipal corporation located in Box Elder County, State of Utah (hereinafter "City/Town").

**RECITALS**

WHEREAS, City is desirous of obtaining the assistance of County in connection with an election to be conducted by City; and

WHEREAS, County, by and through the Box Elder County Clerk's office, is willing to provide assistance to City in connection with an election to be conducted by City; provided that City remains responsible for the election process; and

WHEREAS, City acknowledges and recognizes that County will provide assistance only and that responsibility for the election process shall remain with City and City shall conduct its election appropriately and in accordance with all applicable laws;

NOW THEREFORE, based upon these recitals and other good and valuable consideration, County and City do hereby agree as follows:

1. County, by and through the Box Elder County Clerk/Election's Office agrees to provide the following assistance in connection with the City's election process:

- Test, program, assemble and make available to City, over the counter ballots, any equipment and/or supplies specifically needed for by-mail voting.
- Arrange printing and mailing of ballot packet to active registered voters within the city/town jurisdiction.
- Provide a ballot drop box for by-mail ballots and retrieve returned ballots frequently from said drop boxes.
- Provide information systems assistance which includes, but is not necessarily limited to election programming, tabulation, programmer and technician, and election result reports.
- Provide personnel and technical assistance throughout the election process including signature verification, ballot processing, contacting voters for any inconsistencies in signatures or returned ballots (cure letters), and tabulation.
- Provide training for poll workers (if applicable) or city/town staff.
- Provide early voting training if city/town chooses to hold early voting.
- Set-up and take down equipment for early voting (if applicable).
- Provide preparation and personnel for the public demonstration of the tabulation equipment.
- Verify and process provisional ballots.
- Provide result data for canvass.
- Conduct the election audit as required by the policy set by the Lt. Governor.



2. City agrees to do the following:

- Provide and act as the Chief Election Officer and assume all duties and responsibilities as outlined by law.
- Accept all Declaration of Candidacy forms, publish notice of candidates, notify county of all declarations upon receipt.
- Provide County with ballot information which includes, but is not necessarily limited to races, candidates and ballot issues.
- Notify candidates of financial disclosure statement deadlines, accept disclosure forms, post disclosures to city/town website, forward disclosures to County Clerk and Lt. Governor.
- Identify polling locations (if applicable) and drop box locations.
- Recruit poll workers.
- Compensate poll workers.
- Publish all legal notices which include, but are not necessarily limited to election notice, polling locations, drop box locations, sample ballots, public logic and accuracy testing date, time and location, canvass notice, results, and audit notice.
- Proof and approve ballot formats.
- Have at least two people available on Election Day to accept ballots, issue ballots, and assist with provisional ballots from 7:00 am to 8:00 pm.
- Deliver ballot returns and supplies to the county for processing after polls close.
- Arrange and conduct election canvass.
- Perform all other election related duties and responsibilities not outlined in this agreement and required by law for the entire election process.
- City agrees to pay County repair or replacement costs for damaged voting equipment which occurs at a polling location beyond the normal wear and tear.

3. City agrees to conduct the election according to the statutes, rules, executive orders, and policies of the Lieutenant Governor as the Chief Elections Officer of the state. In addition, City shall defend, indemnify and hold County harmless of and from any and all liability arising out of or in any way related to County's performance of the Agreement, except for any negligent, intentional or criminal conduct of the County.

4. City agrees to pay County the costs for providing the election equipment, services and supplies in accordance with the election costs estimate, attached hereto, incorporated herein, and made a part hereof as Schedule "A". The payment shall be made within thirty (30) days of receiving the official invoice to be provided by the County. An estimate and invoice will be provided each year the services are provided, and the same terms of payment shall apply.

5. This Agreement shall be effective as of the date of execution by all parties.

6. This Agreement shall continue in effect until terminated by either party.

7. The individuals executing this Agreement on behalf of the parties confirm that they are duly authorized representatives of the parties and are lawfully enabled to execute this Agreement on behalf of the parties.

IN WITNESS WHEREOF, the parties have caused this agreement to be executed in duplicate, each of which shall be deemed an original.

Dated this 16<sup>th</sup> day of August 2023.

BOX ELDER COUNTY

By [Signature]  
Commission Chairman



ATTEST:  
[Signature]  
County Clerk

Dated this 16<sup>th</sup> day of August 2023.

HONEYVILLE CITY

By \_\_\_\_\_  
Honeyville City Mayor

ATTEST:  
  
\_\_\_\_\_  
Honeyville City Recorder

**EXHIBIT "A"**

May 2, 2023

Honeyville Recorder  
PO Box 142  
Honeyville , UT 84314

**2023 MUNICIPAL ELECTION ESTIMATE**

Ballot Programming and Processing			\$ 300.00
Ballots (# of ballots x printing cost)	970	\$ 2.20	\$ 2,134.00
Canvass Preparation			\$ 25.00
<b>Total</b>			<b>\$ 2,459.00</b>

Ballot Programming and Processing: Programming of the ballots and all counting machines, Audio programming, Programming for ballot on demand printing, and Scanning of ballots through ballot tabulation machine

Ballots: Printing cost per ballot, Cost of envelopes, Postage, Staffing costs for scanning returned ballots, verifying of signatures, and opening and removing ballots

Canvass Preparation: Consolidation of canvass information for presentation to City/Town Council

Number of UOCAVA voters: 1

This estimate is based on current active voters as of May 1, 2023. This is an estimate only. Totals may change if incurred costs are different and if there is an increase to registered voters or postage.

CONTRACT FOR ELECTION SERVICES

This agreement made and entered into by and between BOX ELDER COUNTY, State of Utah, (hereinafter "County") and HOWELL, a municipal corporation located in Box Elder County, State of Utah (hereinafter "City/Town").

**RECITALS**

WHEREAS, City is desirous of obtaining the assistance of County in connection with an election to be conducted by City; and

WHEREAS, County, by and through the Box Elder County Clerk's office, is willing to provide assistance to City in connection with an election to be conducted by City; provided that City remains responsible for the election process; and

WHEREAS, City acknowledges and recognizes that County will provide assistance only and that responsibility for the election process shall remain with City and City shall conduct its election appropriately and in accordance with all applicable laws;

NOW THEREFORE, based upon these recitals and other good and valuable consideration, County and City do hereby agree as follows:

1. County, by and through the Box Elder County Clerk/Election's Office agrees to provide the following assistance in connection with the City's election process:
  - Test, program, assemble and make available to City, over the counter ballots, any equipment and/or supplies specifically needed for by-mail voting.
  - Arrange printing and mailing of ballot packet to active registered voters within the city/town jurisdiction.
  - Provide a ballot drop box for by-mail ballots and retrieve returned ballots frequently from said drop boxes.
  - Provide information systems assistance which includes, but is not necessarily limited to election programming, tabulation, programmer and technician, and election result reports.
  - Provide personnel and technical assistance throughout the election process including signature verification, ballot processing, contacting voters for any inconsistencies in signatures or returned ballots (cure letters), and tabulation.
  - Provide training for poll workers (if applicable) or city/town staff.
  - Provide early voting training if city/town chooses to hold early voting.
  - Set-up and take down equipment for early voting (if applicable).
  - Provide preparation and personnel for the public demonstration of the tabulation equipment.
  - Verify and process provisional ballots.
  - Provide result data for canvass.
  - Conduct the election audit as required by the policy set by the Lt. Governor.

2. City agrees to do the following:

- Provide and act as the Chief Election Officer and assume all duties and responsibilities as outlined by law.
- Accept all Declaration of Candidacy forms, publish notice of candidates, notify county of all declarations upon receipt.
- Provide County with ballot information which includes, but is not necessarily limited to races, candidates and ballot issues.
- Notify candidates of financial disclosure statement deadlines, accept disclosure forms, post disclosures to city/town website, forward disclosures to County Clerk and Lt. Governor.
- Identify polling locations (if applicable) and drop box locations.
- Recruit poll workers.
- Compensate poll workers.
- Publish all legal notices which include, but are not necessarily limited to election notice, polling locations, drop box locations, sample ballots, public logic and accuracy testing date, time and location, canvass notice, results, and audit notice.
- Proof and approve ballot formats.
- Have at least two people available on Election Day to accept ballots, issue ballots, and assist with provisional ballots from 7:00 am to 8:00 pm.
- Deliver ballot returns and supplies to the county for processing after polls close.
- Arrange and conduct election canvass.
- Perform all other election related duties and responsibilities not outlined in this agreement and required by law for the entire election process.
- City agrees to pay County repair or replacement costs for damaged voting equipment which occurs at a polling location beyond the normal wear and tear.

3. City agrees to conduct the election according to the statutes, rules, executive orders, and policies of the Lieutenant Governor as the Chief Elections Officer of the state. In addition, City shall defend, indemnify and hold County harmless of and from any and all liability arising out of or in any way related to County's performance of the Agreement, except for any negligent, intentional or criminal conduct of the County.

4. City agrees to pay County the costs for providing the election equipment, services and supplies in accordance with the election costs estimate, attached hereto, incorporated herein, and made a part hereof as Schedule "A". The payment shall be made within thirty (30) days of receiving the official invoice to be provided by the County. An estimate and invoice will be provided each year the services are provided, and the same terms of payment shall apply.

5. This Agreement shall be effective as of the date of execution by all parties.

6. This Agreement shall continue in effect until terminated by either party.

7. The individuals executing this Agreement on behalf of the parties confirm that they are duly authorized representatives of the parties and are lawfully enabled to execute this Agreement on behalf of the parties.

Dated this 16<sup>th</sup> day of August 2023.

BOX ELDER COUNTY

By [Signature]  
Commission Chairman



ATTEST:

[Signature]  
County Clerk

Dated this 16<sup>th</sup> day of August 2023.

HOWELL

By [Signature]  
Howell Town Mayor

ATTEST:

[Signature]  
Howell Town Clerk



## EXHIBIT "A"

May 2, 2023

Howell Clerk  
PO Box 45  
Howell , UT 84316

### 2023 MUNICIPAL ELECTION ESTIMATE

Ballot Programming and Processing			\$ 200.00
Ballots (# of ballots x printing cost)	162	\$ 2.20	\$ 356.40
Canvass Preparation			\$ 25.00
<b>Total</b>			<b>\$ 581.40</b>

Ballot Programming and Processing: Programming of the ballots and all counting machines, Audio programming, Programming for ballot on demand printing, and Scanning of ballots through ballot tabulation machine

Ballots: Printing cost per ballot, Cost of envelopes, Postage, Staffing costs for scanning returned ballots, verifying of signatures, and opening and removing ballots

Canvass Preparation: Consolidation of canvass information for presentation to City/Town Council

Number of UOCAVA voters: 1

This estimate is based on current active voters as of May 1, 2023. This is an estimate only. Totals may change if incurred costs are different and if there is an increase to registered voters or postage.

CONTRACT FOR ELECTION SERVICES

This agreement made and entered into by and between BOX ELDER COUNTY, State of Utah, (hereinafter "County") and MANTUA, a municipal corporation located in Box Elder County, State of Utah (hereinafter "City/Town").

**RECITALS**

WHEREAS, City is desirous of obtaining the assistance of County in connection with an election to be conducted by City; and

WHEREAS, County, by and through the Box Elder County Clerk's office, is willing to provide assistance to City in connection with an election to be conducted by City; provided that City remains responsible for the election process; and

WHEREAS, City acknowledges and recognizes that County will provide assistance only and that responsibility for the election process shall remain with City and City shall conduct its election appropriately and in accordance with all applicable laws;

NOW THEREFORE, based upon these recitals and other good and valuable consideration, County and City do hereby agree as follows:

1. County, by and through the Box Elder County Clerk/Election's Office agrees to provide the following assistance in connection with the City's election process:

- Test, program, assemble and make available to City, over the counter ballots, any equipment and/or supplies specifically needed for by-mail voting.
- Arrange printing and mailing of ballot packet to active registered voters within the city/town jurisdiction.
- Provide a ballot drop box for by-mail ballots and retrieve returned ballots frequently from said drop boxes.
- Provide information systems assistance which includes, but is not necessarily limited to election programming, tabulation, programmer and technician, and election result reports.
- Provide personnel and technical assistance throughout the election process including signature verification, ballot processing, contacting voters for any inconsistencies in signatures or returned ballots (cure letters), and tabulation.
- Provide training for poll workers (if applicable) or city/town staff.
- Provide early voting training if city/town chooses to hold early voting.
- Set-up and take down equipment for early voting (if applicable).
- Provide preparation and personnel for the public demonstration of the tabulation equipment.
- Verify and process provisional ballots.
- Provide result data for canvass.
- Conduct the election audit as required by the policy set by the Lt. Governor.



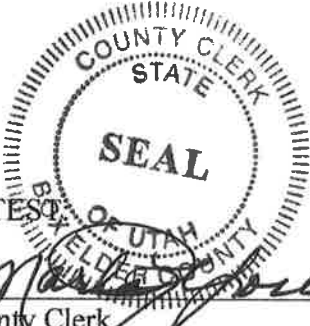
2. City agrees to do the following:
  - Provide and act as the Chief Election Officer and assume all duties and responsibilities as outlined by law.
  - Accept all Declaration of Candidacy forms, publish notice of candidates, notify county of all declarations upon receipt.
  - Provide County with ballot information which includes, but is not necessarily limited to races, candidates and ballot issues.
  - Notify candidates of financial disclosure statement deadlines, accept disclosure forms, post disclosures to city/town website, forward disclosures to County Clerk and Lt. Governor.
  - Identify polling locations (if applicable) and drop box locations.
  - Recruit poll workers.
  - Compensate poll workers.
  - Publish all legal notices which include, but are not necessarily limited to election notice, polling locations, drop box locations, sample ballots, public logic and accuracy testing date, time and location, canvass notice, results, and audit notice.
  - Proof and approve ballot formats.
  - Have at least two people available on Election Day to accept ballots, issue ballots, and assist with provisional ballots from 7:00 am to 8:00 pm.
  - Deliver ballot returns and supplies to the county for processing after polls close.
  - Arrange and conduct election canvass.
  - Perform all other election related duties and responsibilities not outlined in this agreement and required by law for the entire election process.
  - City agrees to pay County repair or replacement costs for damaged voting equipment which occurs at a polling location beyond the normal wear and tear.
3. City agrees to conduct the election according to the statutes, rules, executive orders, and policies of the Lieutenant Governor as the Chief Elections Officer of the state. In addition, City shall defend, indemnify and hold County harmless of and from any and all liability arising out of or in any way related to County's performance of the Agreement, except for any negligent, intentional or criminal conduct of the County.
4. City agrees to pay County the costs for providing the election equipment, services and supplies in accordance with the election costs estimate, attached hereto, incorporated herein, and made a part hereof as Schedule "A". The payment shall be made within thirty (30) days of receiving the official invoice to be provided by the County. An estimate and invoice will be provided each year the services are provided, and the same terms of payment shall apply.
5. This Agreement shall be effective as of the date of execution by all parties.
6. This Agreement shall continue in effect until terminated by either party.
7. The individuals executing this Agreement on behalf of the parties confirm that they are duly authorized representatives of the parties and are lawfully enabled to execute this Agreement on behalf of the parties.

IN WITNESS WHEREOF, the parties have caused this agreement to be executed in duplicate, each of which shall be deemed an original.

Dated this 16<sup>th</sup> day of August 2023.

BOX ELDER COUNTY

By [Signature]  
Commission Chairman



ATTEST: [Signature]  
County Clerk

Dated this 16<sup>th</sup> day of August 2023.

MANTUA TOWN

By \_\_\_\_\_  
Mantua Town Mayor

ATTEST:

\_\_\_\_\_  
Mantua Town Clerk

## EXHIBIT "A"

May 2, 2023

Mantua Recorder  
109 North Main Street  
Mantua, UT 84324

### 2023 MUNICIPAL ELECTION ESTIMATE

Ballot Programming and Processing			\$ 300.00
Ballots (# of ballots x printing cost)	796	\$ 2.20	\$ 1,751.20
Canvass Preparation			\$ 25.00
<b>Total</b>			<b>\$ 2,076.20</b>

Ballot Programming and Processing: Programming of the ballots and all counting machines, Audio programming, Programming for ballot on demand printing, and Scanning of ballots through ballot tabulation machine

Ballots: Printing cost per ballot, Cost of envelopes, Postage, Staffing costs for scanning returned ballots, verifying of signatures, and opening and removing ballots

Canvass Preparation: Consolidation of canvass information for presentation to City/Town Council

Number of UOCAVA voters: 0

This estimate is based on current active voters as of May 1, 2023. This is an estimate only. Totals may change if incurred costs are different and if there is an increase to registered voters or postage.

CONTRACT FOR ELECTION SERVICES

This agreement made and entered into by and between BOX ELDER COUNTY, State of Utah, (hereinafter "County") and PERRY CITY, a municipal corporation located in Box Elder County, State of Utah (hereinafter "City/Town").

**RECITALS**

WHEREAS, City is desirous of obtaining the assistance of County in connection with an election to be conducted by City; and

WHEREAS, County, by and through the Box Elder County Clerk's office, is willing to provide assistance to City in connection with an election to be conducted by City; provided that City remains responsible for the election process; and

WHEREAS, City acknowledges and recognizes that County will provide assistance only and that responsibility for the election process shall remain with City and City shall conduct its election appropriately and in accordance with all applicable laws;

NOW THEREFORE, based upon these recitals and other good and valuable consideration, County and City do hereby agree as follows:

1. County, by and through the Box Elder County Clerk/Election's Office agrees to provide the following assistance in connection with the City's election process:
  - Test, program, assemble and make available to City, over the counter ballots, any equipment and/or supplies specifically needed for by-mail voting.
  - Arrange printing and mailing of ballot packet to active registered voters within the city/town jurisdiction.
  - Provide a ballot drop box for by-mail ballots and retrieve returned ballots frequently from said drop boxes.
  - Provide information systems assistance which includes, but is not necessarily limited to election programming, tabulation, programmer and technician, and election result reports.
  - Provide personnel and technical assistance throughout the election process including signature verification, ballot processing, contacting voters for any inconsistencies in signatures or returned ballots (cure letters), and tabulation.
  - Provide training for poll workers (if applicable) or city/town staff.
  - Provide early voting training if city/town chooses to hold early voting.
  - Set-up and take down equipment for early voting (if applicable).
  - Provide preparation and personnel for the public demonstration of the tabulation equipment.
  - Verify and process provisional ballots.
  - Provide result data for canvass.
  - Conduct the election audit as required by the policy set by the Lt. Governor.

2. City agrees to do the following:

- Provide and act as the Chief Election Officer and assume all duties and responsibilities as outlined by law.
- Accept all Declaration of Candidacy forms, publish notice of candidates, notify county of all declarations upon receipt.
- Provide County with ballot information which includes, but is not necessarily limited to races, candidates and ballot issues.
- Notify candidates of financial disclosure statement deadlines, accept disclosure forms, post disclosures to city/town website, forward disclosures to County Clerk and Lt. Governor.
- Identify polling locations (if applicable) and drop box locations.
- Recruit poll workers.
- Compensate poll workers.
- Publish all legal notices which include, but are not necessarily limited to election notice, polling locations, drop box locations, sample ballots, public logic and accuracy testing date, time and location, canvass notice, results, and audit notice.
- Proof and approve ballot formats.
- Have at least two people available on Election Day to accept ballots, issue ballots, and assist with provisional ballots from 7:00 am to 8:00 pm.
- Deliver ballot returns and supplies to the county for processing after polls close.
- Arrange and conduct election canvass.
- Perform all other election related duties and responsibilities not outlined in this agreement and required by law for the entire election process.
- City agrees to pay County repair or replacement costs for damaged voting equipment which occurs at a polling location beyond the normal wear and tear.

3. City agrees to conduct the election according to the statutes, rules, executive orders, and policies of the Lieutenant Governor as the Chief Elections Officer of the state. In addition, City shall defend, indemnify and hold County harmless of and from any and all liability arising out of or in any way related to County's performance of the Agreement, except for any negligent, intentional or criminal conduct of the County.

4. City agrees to pay County the costs for providing the election equipment, services and supplies in accordance with the election costs estimate, attached hereto, incorporated herein, and made a part hereof as Schedule "A". The payment shall be made within thirty (30) days of receiving the official invoice to be provided by the County. An estimate and invoice will be provided each year the services are provided, and the same terms of payment shall apply.

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6. This Agreement shall continue in effect until terminated by either party.

7. The individuals executing this Agreement on behalf of the parties confirm that they are duly authorized representatives of the parties and are lawfully enabled to execute this Agreement on behalf of the parties.

IN WITNESS WHEREOF, the parties have caused this agreement to be executed in duplicate, each of which shall be deemed an original.

Dated this 16<sup>th</sup> day of August 2023.

BOX ELDER COUNTY

By [Signature]  
Commission Chairman



ATTEST [Signature]  
County Clerk

Dated this 16<sup>th</sup> day of August 2023.

PERRY CITY

By \_\_\_\_\_  
Perry City Mayor

ATTEST:

\_\_\_\_\_  
Perry City Recorder

## EXHIBIT "A"

May 2, 2023

Perry City Recorder  
3005 S 1200 W  
Perry, UT 84302

### 2023 MUNICIPAL ELECTION ESTIMATE

Ballot Programming and Processing			\$ 400.00
Ballots (# of ballots x printing cost)	3153	\$ 2.20	\$ 6,936.60
Canvass Preparation			\$ 25.00
<b>Total</b>			<b>\$ 7,361.60</b>

Ballot Programming and Processing: Programming of the ballots and all counting machines, Audio programming, Programming for ballot on demand printing, and Scanning of ballots through ballot tabulation machine

Ballots: Printing cost per ballot, Cost of envelopes, Postage, Staffing costs for scanning returned ballots, verifying of signatures, and opening and removing ballots

Canvass Preparation: Consolidation of canvass information for presentation to City/Town Council

Number of UOCAVA voters: 6

This estimate is based on current active voters as of May 1, 2023. This is an estimate only. Totals may change if incurred costs are different and if there is an increase to registered voters or postage.

CONTRACT FOR ELECTION SERVICES

This agreement made and entered into by and between BOX ELDER COUNTY, State of Utah, (hereinafter "County") and PLYMOUTH, a municipal corporation located in Box Elder County, State of Utah (hereinafter "City/Town").

**RECITALS**

WHEREAS, City is desirous of obtaining the assistance of County in connection with an election to be conducted by City; and

WHEREAS, County, by and through the Box Elder County Clerk's office, is willing to provide assistance to City in connection with an election to be conducted by City; provided that City remains responsible for the election process; and

WHEREAS, City acknowledges and recognizes that County will provide assistance only and that responsibility for the election process shall remain with City and City shall conduct its election appropriately and in accordance with all applicable laws;

NOW THEREFORE, based upon these recitals and other good and valuable consideration, County and City do hereby agree as follows:

1. County, by and through the Box Elder County Clerk/Election's Office agrees to provide the following assistance in connection with the City's election process:

- Test, program, assemble and make available to City, over the counter ballots, any equipment and/or supplies specifically needed for by-mail voting.
- Arrange printing and mailing of ballot packet to active registered voters within the city/town jurisdiction.
- Provide a ballot drop box for by-mail ballots and retrieve returned ballots frequently from said drop boxes.
- Provide information systems assistance which includes, but is not necessarily limited to election programming, tabulation, programmer and technician, and election result reports.
- Provide personnel and technical assistance throughout the election process including signature verification, ballot processing, contacting voters for any inconsistencies in signatures or returned ballots (cure letters), and tabulation.
- Provide training for poll workers (if applicable) or city/town staff.
- Provide early voting training if city/town chooses to hold early voting.
- Set-up and take down equipment for early voting (if applicable).
- Provide preparation and personnel for the public demonstration of the tabulation equipment.
- Verify and process provisional ballots.
- Provide result data for canvass.
- Conduct the election audit as required by the policy set by the Lt. Governor.



2. City agrees to do the following:

- Provide and act as the Chief Election Officer and assume all duties and responsibilities as outlined by law.
- Accept all Declaration of Candidacy forms, publish notice of candidates, notify county of all declarations upon receipt.
- Provide County with ballot information which includes, but is not necessarily limited to races, candidates and ballot issues.
- Notify candidates of financial disclosure statement deadlines, accept disclosure forms, post disclosures to city/town website, forward disclosures to County Clerk and Lt. Governor.
- Identify polling locations (if applicable) and drop box locations.
- Recruit poll workers.
- Compensate poll workers.
- Publish all legal notices which include, but are not necessarily limited to election notice, polling locations, drop box locations, sample ballots, public logic and accuracy testing date, time and location, canvass notice, results, and audit notice.
- Proof and approve ballot formats.
- Have at least two people available on Election Day to accept ballots, issue ballots, and assist with provisional ballots from 7:00 am to 8:00 pm.
- Deliver ballot returns and supplies to the county for processing after polls close.
- Arrange and conduct election canvass.
- Perform all other election related duties and responsibilities not outlined in this agreement and required by law for the entire election process.
- City agrees to pay County repair or replacement costs for damaged voting equipment which occurs at a polling location beyond the normal wear and tear.

3. City agrees to conduct the election according to the statutes, rules, executive orders, and policies of the Lieutenant Governor as the Chief Elections Officer of the state. In addition, City shall defend, indemnify and hold County harmless of and from any and all liability arising out of or in any way related to County's performance of the Agreement, except for any negligent, intentional or criminal conduct of the County.

4. City agrees to pay County the costs for providing the election equipment, services and supplies in accordance with the election costs estimate, attached hereto, incorporated herein, and made a part hereof as Schedule "A". The payment shall be made within thirty (30) days of receiving the official invoice to be provided by the County. An estimate and invoice will be provided each year the services are provided, and the same terms of payment shall apply.

5. This Agreement shall be effective as of the date of execution by all parties.

6. This Agreement shall continue in effect until terminated by either party.

7. The individuals executing this Agreement on behalf of the parties confirm that they are duly authorized representatives of the parties and are lawfully enabled to execute this Agreement on behalf of the parties.

IN WITNESS WHEREOF, the parties have caused this agreement to be executed in duplicate, each of which shall be deemed an original.

Dated this 16<sup>th</sup> day of August 2023.

BOX ELDER COUNTY

By [Signature]  
Commission Chairman



ATTEST: [Signature]  
County Clerk

Dated this 16<sup>th</sup> day of August 2023.

PLYMOUTH

By \_\_\_\_\_  
Plymouth Town Mayor

ATTEST:

\_\_\_\_\_  
Plymouth Town Clerk

**EXHIBIT "A"**

May 2, 2023

Plymouth Clerk  
PO Box 130  
Plymouth, UT 84330

**2023 MUNICIPAL ELECTION ESTIMATE**

Ballot Programming and Processing			\$ 225.00
Ballots (# of ballots x printing cost)	237	\$ 2.20	\$ 521.40
Canvass Preparation			\$ 25.00
<b>Total</b>			<b>\$ 771.40</b>

Ballot Programming and Processing: Programming of the ballots and all counting machines, Audio programming, Programming for ballot on demand printing, and Scanning of ballots through ballot tabulation machine

Ballots: Printing cost per ballot, Cost of envelopes, Postage, Staffing costs for scanning returned ballots, verifying of signatures, and opening and removing ballots

Canvass Preparation: Consolidation of canvass information for presentation to City/Town Council

Number of UOCAVA voters: 0

This estimate is based on current active voters as of May 1, 2023. This is an estimate only. Totals may change if incurred costs are different and if there is an increase to registered voters or postage.

## CONTRACT FOR ELECTION SERVICES

This agreement made and entered into by and between BOX ELDER COUNTY, State of Utah, (hereinafter "County") and PORTAGE, a municipal corporation located in Box Elder County, State of Utah (hereinafter "City/Town").

### RECITALS

WHEREAS, City is desirous of obtaining the assistance of County in connection with an election to be conducted by City; and

WHEREAS, County, by and through the Box Elder County Clerk's office, is willing to provide assistance to City in connection with an election to be conducted by City; provided that City remains responsible for the election process; and

WHEREAS, City acknowledges and recognizes that County will provide assistance only and that responsibility for the election process shall remain with City and City shall conduct its election appropriately and in accordance with all applicable laws;

NOW THEREFORE, based upon these recitals and other good and valuable consideration, County and City do hereby agree as follows:

1. County, by and through the Box Elder County Clerk/Election's Office agrees to provide the following assistance in connection with the City's election process:
  - Test, program, assemble and make available to City, over the counter ballots, any equipment and/or supplies specifically needed for by-mail voting.
  - Arrange printing and mailing of ballot packet to active registered voters within the city/town jurisdiction.
  - Provide a ballot drop box for by-mail ballots and retrieve returned ballots frequently from said drop boxes.
  - Provide information systems assistance which includes, but is not necessarily limited to election programming, tabulation, programmer and technician, and election result reports.
  - Provide personnel and technical assistance throughout the election process including signature verification, ballot processing, contacting voters for any inconsistencies in signatures or returned ballots (cure letters), and tabulation.
  - Provide training for poll workers (if applicable) or city/town staff.
  - Provide early voting training if city/town chooses to hold early voting.
  - Set-up and take down equipment for early voting (if applicable).
  - Provide preparation and personnel for the public demonstration of the tabulation equipment.
  - Verify and process provisional ballots.
  - Provide result data for canvass.
  - Conduct the election audit as required by the policy set by the Lt. Governor.

2. City agrees to do the following:

- Provide and act as the Chief Election Officer and assume all duties and responsibilities as outlined by law.
- Accept all Declaration of Candidacy forms, publish notice of candidates, notify county of all declarations upon receipt.
- Provide County with ballot information which includes, but is not necessarily limited to races, candidates and ballot issues.
- Notify candidates of financial disclosure statement deadlines, accept disclosure forms, post disclosures to city/town website, forward disclosures to County Clerk and Lt. Governor.
- Identify polling locations (if applicable) and drop box locations.
- Recruit poll workers.
- Compensate poll workers.
- Publish all legal notices which include, but are not necessarily limited to election notice, polling locations, drop box locations, sample ballots, public logic and accuracy testing date, time and location, canvass notice, results, and audit notice.
- Proof and approve ballot formats.
- Have at least two people available on Election Day to accept ballots, issue ballots, and assist with provisional ballots from 7:00 am to 8:00 pm.
- Deliver ballot returns and supplies to the county for processing after polls close.
- Arrange and conduct election canvass.
- Perform all other election related duties and responsibilities not outlined in this agreement and required by law for the entire election process.
- City agrees to pay County repair or replacement costs for damaged voting equipment which occurs at a polling location beyond the normal wear and tear.

3. City agrees to conduct the election according to the statutes, rules, executive orders, and policies of the Lieutenant Governor as the Chief Elections Officer of the state. In addition, City shall defend, indemnify and hold County harmless of and from any and all liability arising out of or in any way related to County's performance of the Agreement, except for any negligent, intentional or criminal conduct of the County.

4. City agrees to pay County the costs for providing the election equipment, services and supplies in accordance with the election costs estimate, attached hereto, incorporated herein, and made a part hereof as Schedule "A". The payment shall be made within thirty (30) days of receiving the official invoice to be provided by the County. An estimate and invoice will be provided each year the services are provided, and the same terms of payment shall apply.

5. This Agreement shall be effective as of the date of execution by all parties.

6. This Agreement shall continue in effect until terminated by either party.

7. The individuals executing this Agreement on behalf of the parties confirm that they are duly authorized representatives of the parties and are lawfully enabled to execute this Agreement on behalf of the parties.

IN WITNESS WHEREOF, the parties have caused this agreement to be executed in duplicate, each of which shall be deemed an original.

Dated this 16<sup>th</sup> day of August 2023.

BOX ELDER COUNTY

By [Signature]  
Commission Chairman



ATTEST [Signature]  
County Clerk

Dated this 16<sup>th</sup> day of August 2023.

PORTAGE

By \_\_\_\_\_  
Portage Town Mayor

ATTEST:

\_\_\_\_\_  
Portage Town Clerk

## EXHIBIT "A"

May 2, 2023

Portage Town Clerk  
25880 N 9000 W  
Portage, UT 84331

### 2023 MUNICIPAL ELECTION ESTIMATE

Ballot Programming and Processing			\$ 200.00
Ballots (# of ballots x printing cost)	176	\$ 2.20	\$ 387.20
Canvass Preparation			\$ 25.00
<b>Total</b>			<b>\$ 612.20</b>

Ballot Programming and Processing: Programming of the ballots and all counting machines, Audio programming, Programming for ballot on demand printing, and Scanning of ballots through ballot tabulation machine

Ballots: Printing cost per ballot, Cost of envelopes, Postage, Staffing costs for scanning returned ballots, verifying of signatures, and opening and removing ballots

Canvass Preparation: Consolidation of canvass information for presentation to City/Town Council

Number of UOCAVA voters: 0

This estimate is based on current active voters as of May 1, 2023. This is an estimate only. Totals may change if incurred costs are different and if there is an increase to registered voters or postage.

CONTRACT FOR ELECTION SERVICES

This agreement made and entered into by and between BOX ELDER COUNTY, State of Utah, (hereinafter "County") and SNOWVILLE, a municipal corporation located in Box Elder County, State of Utah (hereinafter "City/Town").

**RECITALS**

WHEREAS, City is desirous of obtaining the assistance of County in connection with an election to be conducted by City; and

WHEREAS, County, by and through the Box Elder County Clerk's office, is willing to provide assistance to City in connection with an election to be conducted by City; provided that City remains responsible for the election process; and

WHEREAS, City acknowledges and recognizes that County will provide assistance only and that responsibility for the election process shall remain with City and City shall conduct its election appropriately and in accordance with all applicable laws;

NOW THEREFORE, based upon these recitals and other good and valuable consideration, County and City do hereby agree as follows:

1. County, by and through the Box Elder County Clerk/Election's Office agrees to provide the following assistance in connection with the City's election process:
  - Test, program, assemble and make available to City, over the counter ballots, any equipment and/or supplies specifically needed for by-mail voting.
  - Arrange printing and mailing of ballot packet to active registered voters within the city/town jurisdiction.
  - Provide a ballot drop box for by-mail ballots and retrieve returned ballots frequently from said drop boxes.
  - Provide information systems assistance which includes, but is not necessarily limited to election programming, tabulation, programmer and technician, and election result reports.
  - Provide personnel and technical assistance throughout the election process including signature verification, ballot processing, contacting voters for any inconsistencies in signatures or returned ballots (cure letters), and tabulation.
  - Provide training for poll workers (if applicable) or city/town staff.
  - Provide early voting training if city/town chooses to hold early voting.
  - Set-up and take down equipment for early voting (if applicable).
  - Provide preparation and personnel for the public demonstration of the tabulation equipment.
  - Verify and process provisional ballots.
  - Provide result data for canvass.
  - Conduct the election audit as required by the policy set by the Lt. Governor.



2. City agrees to do the following:

- Provide and act as the Chief Election Officer and assume all duties and responsibilities as outlined by law.
- Accept all Declaration of Candidacy forms, publish notice of candidates, notify county of all declarations upon receipt.
- Provide County with ballot information which includes, but is not necessarily limited to races, candidates and ballot issues.
- Notify candidates of financial disclosure statement deadlines, accept disclosure forms, post disclosures to city/town website, forward disclosures to County Clerk and Lt. Governor.
- Identify polling locations (if applicable) and drop box locations.
- Recruit poll workers.
- Compensate poll workers.
- Publish all legal notices which include, but are not necessarily limited to election notice, polling locations, drop box locations, sample ballots, public logic and accuracy testing date, time and location, canvass notice, results, and audit notice.
- Proof and approve ballot formats.
- Have at least two people available on Election Day to accept ballots, issue ballots, and assist with provisional ballots from 7:00 am to 8:00 pm.
- Deliver ballot returns and supplies to the county for processing after polls close.
- Arrange and conduct election canvass.
- Perform all other election related duties and responsibilities not outlined in this agreement and required by law for the entire election process.
- City agrees to pay County repair or replacement costs for damaged voting equipment which occurs at a polling location beyond the normal wear and tear.

3. City agrees to conduct the election according to the statutes, rules, executive orders, and policies of the Lieutenant Governor as the Chief Elections Officer of the state. In addition, City shall defend, indemnify and hold County harmless of and from any and all liability arising out of or in any way related to County's performance of the Agreement, except for any negligent, intentional or criminal conduct of the County.

4. City agrees to pay County the costs for providing the election equipment, services and supplies in accordance with the election costs estimate, attached hereto, incorporated herein, and made a part hereof as Schedule "A". The payment shall be made within thirty (30) days of receiving the official invoice to be provided by the County. An estimate and invoice will be provided each year the services are provided, and the same terms of payment shall apply.

5. This Agreement shall be effective as of the date of execution by all parties.

6. This Agreement shall continue in effect until terminated by either party.

7. The individuals executing this Agreement on behalf of the parties confirm that they are duly authorized representatives of the parties and are lawfully enabled to execute this Agreement on behalf of the parties.

IN WITNESS WHEREOF, the parties have caused this agreement to be executed in duplicate, each of which shall be deemed an original.

Dated this 16<sup>th</sup> day of August 2023.

BOX ELDER COUNTY

By [Signature]  
Commission Chairman



ATTEST:

[Signature]  
County Clerk

Dated this 16<sup>th</sup> day of August 2023.

SNOWVILLE

By \_\_\_\_\_  
Snowville Town Mayor

ATTEST:

\_\_\_\_\_  
Snowville Town Clerk

**EXHIBIT "A"**

May 2, 2023

Snowville Clerk  
PO Box 734  
Snowville, UT 84336

**2023 MUNICIPAL ELECTION ESTIMATE**

Ballot Programming and Processing			\$	200.00
Ballots (# of ballots x printing cost)	72	\$ 2.20	\$	158.40
Canvass Preparation			\$	25.00
<b>Total</b>			<b>\$</b>	<b>383.40</b>

Ballot Programming and Processing: Programming of the ballots and all counting machines, Audio programming, Programming for ballot on demand printing, and Scanning of ballots through ballot tabulation machine

Ballots: Printing cost per ballot, Cost of envelopes, Postage, Staffing costs for scanning returned ballots, verifying of signatures, and opening and removing ballots

Canvass Preparation: Consolidation of canvass information for presentation to City/Town Council

Number of UOCAVA voters: 0

This estimate is based on current active voters as of May 1, 2023. This is an estimate only. Totals may change if incurred costs are different and if there is an increase to registered voters or postage.

CONTRACT FOR ELECTION SERVICES

This agreement made and entered into by and between BOX ELDER COUNTY, State of Utah, (hereinafter "County") and TREMONTON, a municipal corporation located in Box Elder County, State of Utah (hereinafter "City/Town").

**RECITALS**

WHEREAS, City is desirous of obtaining the assistance of County in connection with an election to be conducted by City; and

WHEREAS, County, by and through the Box Elder County Clerk's office, is willing to provide assistance to City in connection with an election to be conducted by City; provided that City remains responsible for the election process; and

WHEREAS, City acknowledges and recognizes that County will provide assistance only and that responsibility for the election process shall remain with City and City shall conduct its election appropriately and in accordance with all applicable laws;

NOW THEREFORE, based upon these recitals and other good and valuable consideration, County and City do hereby agree as follows:

1. County, by and through the Box Elder County Clerk/Election's Office agrees to provide the following assistance in connection with the City's election process:
  - Test, program, assemble and make available to City, over the counter ballots, any equipment and/or supplies specifically needed for by-mail voting.
  - Arrange printing and mailing of ballot packet to active registered voters within the city/town jurisdiction.
  - Provide a ballot drop box for by-mail ballots and retrieve returned ballots frequently from said drop boxes.
  - Provide information systems assistance which includes, but is not necessarily limited to election programming, tabulation, programmer and technician, and election result reports.
  - Provide personnel and technical assistance throughout the election process including signature verification, ballot processing, contacting voters for any inconsistencies in signatures or returned ballots (cure letters), and tabulation.
  - Provide training for poll workers (if applicable) or city/town staff.
  - Provide early voting training if city/town chooses to hold early voting.
  - Set-up and take down equipment for early voting (if applicable).
  - Provide preparation and personnel for the public demonstration of the tabulation equipment.
  - Verify and process provisional ballots.
  - Provide result data for canvass.
  - Conduct the election audit as required by the policy set by the Lt. Governor.

2. City agrees to do the following:

- Provide and act as the Chief Election Officer and assume all duties and responsibilities as outlined by law.
- Accept all Declaration of Candidacy forms, publish notice of candidates, notify county of all declarations upon receipt.
- Provide County with ballot information which includes, but is not necessarily limited to races, candidates and ballot issues.
- Notify candidates of financial disclosure statement deadlines, accept disclosure forms, post disclosures to city/town website, forward disclosures to County Clerk and Lt. Governor.
- Identify polling locations (if applicable) and drop box locations.
- Recruit poll workers.
- Compensate poll workers.
- Publish all legal notices which include, but are not necessarily limited to election notice, polling locations, drop box locations, sample ballots, public logic and accuracy testing date, time and location, canvass notice, results, and audit notice.
- Proof and approve ballot formats.
- Have at least two people available on Election Day to accept ballots, issue ballots, and assist with provisional ballots from 7:00 am to 8:00 pm.
- Deliver ballot returns and supplies to the county for processing after polls close.
- Arrange and conduct election canvass.
- Perform all other election related duties and responsibilities not outlined in this agreement and required by law for the entire election process.
- City agrees to pay County repair or replacement costs for damaged voting equipment which occurs at a polling location beyond the normal wear and tear.

3. City agrees to conduct the election according to the statutes, rules, executive orders, and policies of the Lieutenant Governor as the Chief Elections Officer of the state. In addition, City shall defend, indemnify and hold County harmless of and from any and all liability arising out of or in any way related to County's performance of the Agreement, except for any negligent, intentional or criminal conduct of the County.

4. City agrees to pay County the costs for providing the election equipment, services and supplies in accordance with the election costs estimate, attached hereto, incorporated herein, and made a part hereof as Schedule "A". The payment shall be made within thirty (30) days of receiving the official invoice to be provided by the County. An estimate and invoice will be provided each year the services are provided, and the same terms of payment shall apply.

5. This Agreement shall be effective as of the date of execution by all parties.

6. This Agreement shall continue in effect until terminated by either party.

7. The individuals executing this Agreement on behalf of the parties confirm that they are duly authorized representatives of the parties and are lawfully enabled to execute this Agreement on behalf of the parties.

IN WITNESS WHEREOF, the parties have caused this agreement to be executed in duplicate, each of which shall be deemed an original.

Dated this 16<sup>th</sup> day of August 2023.

BOX ELDER COUNTY

By [Signature]  
Commission Chairman



ATTEST:

[Signature]  
County Clerk

Dated this 16<sup>th</sup> day of August 2023.

TREMONTON CITY

By [Signature]  
Tremonton City Mayor

ATTEST:

[Signature]  
Tremonton City Recorder



## EXHIBIT "A"

May 2, 2023

Tremonton Recorder  
PO Box 100  
Tremonton, UT 84337

### 2023 MUNICIPAL ELECTION ESTIMATE

Ballot Programming and Processing			\$ 400.00
Ballots (# of ballots x printing cost)	4578	\$ 2.20	\$10,071.60
Canvass Preparation			\$ 25.00
<b>Total</b>			<b>\$10,496.60</b>

Ballot Programming and Processing: Programming of the ballots and all counting machines, Audio programming, Programming for ballot on demand printing, and Scanning of ballots through ballot tabulation machine

Ballots: Printing cost per ballot, Cost of envelopes, Postage, Staffing costs for scanning returned ballots, verifying of signatures, and opening and removing ballots

Canvass Preparation: Consolidation of canvass information for presentation to City/Town Council

Number of UOCAVA voters: 5

This estimate is based on current active voters as of May 1, 2023. This is an estimate only. Totals may change if incurred costs are different and if there is an increase to registered voters or postage.

CONTRACT FOR ELECTION SERVICES

This agreement made and entered into by and between BOX ELDER COUNTY, State of Utah, (hereinafter "County") and WILLARD, a municipal corporation located in Box Elder County, State of Utah (hereinafter "City/Town").

**RECITALS**

WHEREAS, City is desirous of obtaining the assistance of County in connection with an election to be conducted by City; and

WHEREAS, County, by and through the Box Elder County Clerk's office, is willing to provide assistance to City in connection with an election to be conducted by City; provided that City remains responsible for the election process; and

WHEREAS, City acknowledges and recognizes that County will provide assistance only and that responsibility for the election process shall remain with City and City shall conduct its election appropriately and in accordance with all applicable laws;

NOW THEREFORE, based upon these recitals and other good and valuable consideration, County and City do hereby agree as follows:

1. County, by and through the Box Elder County Clerk/Election's Office agrees to provide the following assistance in connection with the City's election process:
  - Test, program, assemble and make available to City, over the counter ballots, any equipment and/or supplies specifically needed for by-mail voting.
  - Arrange printing and mailing of ballot packet to active registered voters within the city/town jurisdiction.
  - Provide a ballot drop box for by-mail ballots and retrieve returned ballots frequently from said drop boxes.
  - Provide information systems assistance which includes, but is not necessarily limited to election programming, tabulation, programmer and technician, and election result reports.
  - Provide personnel and technical assistance throughout the election process including signature verification, ballot processing, contacting voters for any inconsistencies in signatures or returned ballots (cure letters), and tabulation.
  - Provide training for poll workers (if applicable) or city/town staff.
  - Provide early voting training if city/town chooses to hold early voting.
  - Set-up and take down equipment for early voting (if applicable).
  - Provide preparation and personnel for the public demonstration of the tabulation equipment.
  - Verify and process provisional ballots.
  - Provide result data for canvass.
  - Conduct the election audit as required by the policy set by the Lt. Governor.



2. City agrees to do the following:

- Provide and act as the Chief Election Officer and assume all duties and responsibilities as outlined by law.
- Accept all Declaration of Candidacy forms, publish notice of candidates, notify county of all declarations upon receipt.
- Provide County with ballot information which includes, but is not necessarily limited to races, candidates and ballot issues.
- Notify candidates of financial disclosure statement deadlines, accept disclosure forms, post disclosures to city/town website, forward disclosures to County Clerk and Lt. Governor.
- Identify polling locations (if applicable) and drop box locations.
- Recruit poll workers.
- Compensate poll workers.
- Publish all legal notices which include, but are not necessarily limited to election notice, polling locations, drop box locations, sample ballots, public logic and accuracy testing date, time and location, canvass notice, results, and audit notice.
- Proof and approve ballot formats.
- Have at least two people available on Election Day to accept ballots, issue ballots, and assist with provisional ballots from 7:00 am to 8:00 pm.
- Deliver ballot returns and supplies to the county for processing after polls close.
- Arrange and conduct election canvass.
- Perform all other election related duties and responsibilities not outlined in this agreement and required by law for the entire election process.
- City agrees to pay County repair or replacement costs for damaged voting equipment which occurs at a polling location beyond the normal wear and tear.

3. City agrees to conduct the election according to the statutes, rules, executive orders, and policies of the Lieutenant Governor as the Chief Elections Officer of the state. In addition, City shall defend, indemnify and hold County harmless of and from any and all liability arising out of or in any way related to County's performance of the Agreement, except for any negligent, intentional or criminal conduct of the County.

4. City agrees to pay County the costs for providing the election equipment, services and supplies in accordance with the election costs schedule, attached hereto, incorporated herein, and made a part hereof as Schedule "A". The payment shall be made within thirty (30) days of receiving the invoice prepared by the County.

5. This Agreement shall be effective as of the date of execution by all parties.

6. This Agreement shall continue in effect until terminated by either party.

7. The individuals executing this Agreement on behalf of the parties confirm that they are duly authorized representatives of the parties and are lawfully enabled to execute this Agreement on behalf of the parties.

IN WITNESS WHEREOF, the parties have caused this agreement to be executed in duplicate, each of which shall be deemed an original.

Dated this \_\_\_\_\_ day of \_\_\_\_\_ 2023.

BOX ELDER COUNTY

By \_\_\_\_\_  
Commission Chairman

ATTEST:

\_\_\_\_\_  
County Clerk

Dated this \_\_\_\_\_ day of \_\_\_\_\_ 2023.

WILLARD CITY

By \_\_\_\_\_  
Willard City Mayor

ATTEST:

\_\_\_\_\_  
Willard City Recorder

## EXHIBIT "A"

May 2, 2023

Willard Recorder  
PO Box 593  
Willard, UT 84340

### 2023 MUNICIPAL ELECTION ESTIMATE

Ballot Programming and Processing			\$ 400.00
Ballots (# of ballots x printing cost)	1284	\$ 2.20	\$ 2,824.80
Canvass Preparation			\$ 25.00
<b>Total</b>			<b>\$ 3,249.80</b>

Ballot Programming and Processing: Programming of the ballots and all counting machines, Audio programming, Programming for ballot on demand printing, and Scanning of ballots through ballot tabulation machine

Ballots: Printing cost per ballot, Cost of envelopes, Postage, Staffing costs for scanning returned ballots, verifying of signatures, and opening and removing ballots

Canvass Preparation: Consolidation of canvass information for presentation to City/Town Council

Number of UOCAVA voters: 8

This estimate is based on current active voters as of May 1, 2023. This is an estimate only. Totals may change if incurred costs are different and if there is an increase to registered voters or postage.

## CITY OF FUN CARNIVAL INC

## CONTRACT AGREEMENT

Agreement made by and between Box Elder Count (hereinafter referred to as BEC) and City of Fun Carnival Inc (hereinafter referred to as COFC) for COFC to provide the exclusive carnival midway during the Box Elder County Fair on August 23-26, 2023, August 21-24, 2024 and August 20-23, 2025.

Provisions agreed upon:

1. BEC shall provide a suitable location for carnival midway, agreeable to both parties.
2. COFC shall retain the rights to have the exclusive rights to all rides, carnival games, cotton candy, hotdog on a stick and candy/caramel apples on the Fairgrounds located in Tremonton Utah.
  - a. COFC shall not operate a ride, attraction or game that BEC deems immoral, illegal, inappropriate, unsafe or otherwise objectional. BEC shall have the authority to appoint a representative to immediately close any ride, attraction or game that BEC deems objectional. No gambling booths, freak side shows, or freak animal acts will be allowed as part of the carnival midway.
  - b. Each game shall clearly display the cost to play the game and the playing instructions and rules for the game. The instructions must indicate the size and quality of prizes to be offered in each category of win.
3. COFC shall, at COFC sole expense, maintain a policy of comprehensive commercial liability insurance naming BEC's interest against claims for personal injury, death and property damages arising out of COFC's operation of the carnival midway and required duties under this agreement, covering personal injury liability, bodily injury liability and property damage liability of not less than TWO MILLION DOLLARS per occurrence and FOUR MILLION DOLLARS in the aggregate. Such insurance shall provide coverage for premises operation, acts of independent contractors and completed operations during the carnival midway. The operation of the Carnival Midway includes the dates of set-up, scheduled operation, take down and clean-up. BEC must be endorsed as an additional insured on such policy. COFC shall provide BEC a current Certificate of Insurance evidencing COFC compliance with this paragraph.
  - A. COFC shall release, hold harmless, indemnify and defend BEC its' Officers, Directors, employees and volunteers against any and all claims, lawsuits, demands, damages, loss of service, actions and courses of actions, or awards, including but not limited to general liability, errors and omissions liability, arising out of directly or indirectly, the negligent performance or any negligent omissions of COFC in performing the services described. Such indemnification to include any and all fees (including reasonable attorney fees), costs and other expenses reasonably incurred by or on behalf of BEC pageants and investigation of or defense against any such claims, lawsuit demands, actions or courses of actions.
  - B. In the event a legal action is instituted by reason of breach of Carnival Contract, the party whose favor final judgement is entered shall be entitled to recover from the other party's reasonable attorney fees as fixed by the court entering the final judgement.
  - C. COFC has copies of all ride inspections done by both employees and Certified Ride Inspectors. All service notices, work orders, safety inspections and repairs by authorized personnel or Companies are kept onsite in COFC office.

4. COFC shall require all its employees and representatives to be professionally and modestly dressed in standardized uniforms. All employees wear name tags identifying them as COFC employees. Employees are covered with Workers Compensation. All personnel records are kept in COFC office and are available to law enforcement at any time. All H2B workers' information, passports and work visas are on record in COFC office. All employees are required to leave the midway to smoke. Alcohol and drugs are not permitted, and drug testing is done on all employees.
5. BEC shall do the following:
  - a. Supply the grounds for the carnival midway
  - b. Obtain all necessary mass gathering permits required by County. COFC shall secure their own permits for their food trailers as required by BEC Health Department.
  - c. Grant any business license necessary for COFC to operate without charging the normal business or other license fee.
  - d. Obtain and pay for all necessary portable restrooms, "roll-off" trash dumpsters, trash cans and trash removal to service the Carnival Midway patrons.
  - e. Provide potable water hook-ups for carnival concessions and access to grey water disposal.
  - f. BEC shall see to it that no other carnival/circus shows on BOX Elder County Property 60 days prior to above dates.
6. COFC shall pay to BEC the sum of \$30,000.00 for each contracted year. Sum to be paid to BEC representative by the last day of the Fair by 6pm.
7. COFC shall leave the area in similar condition as received. Employees shall keep Midway area cleaned-up daily.

BOX ELDER COUNTY APPROVED DESIGNEE

BY:  \_\_\_\_\_

CITY OF FUN CARNIVAL INC APPROVED DESIGNEE

BY:  \_\_\_\_\_ 



**CERTIFICATE OF LIABILITY INSURANCE**

DATE (MM/DD/YYYY)  
8/7/2023

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> <b>Kaliff Insurance</b> 2009 N.W. Military Hwy San Antonio, TX 78213	<b>CONTACT NAME:</b> Rolanda Malkowski	
	<b>PHONE (A/C, No, Ext):</b> (210) 829-7634	<b>FAX (A/C, No):</b>
	<b>E-MAIL ADDRESS:</b> rolanda@kaliff.com	
	<b>INSURER(S) AFFORDING COVERAGE</b>	<b>NAIC #</b>
<b>INSURED</b>  <b>City of Fun Carnival Inc</b> 532 East 1100 North Pleasant Grove, UT 84062	<b>INSURER A :</b> Everest National Insurance Company <b>10120</b>	
	<b>INSURER B :</b>	
	<b>INSURER C :</b>	
	<b>INSURER D :</b>	
	<b>INSURER E :</b>	

**COVERAGES    CERTIFICATE NUMBER:    REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR ITR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A X	<b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:		SI8ML03006-231	6/5/2023	6/5/2024	EACH OCCURRENCE \$ <b>1,000,000</b> DAMAGE TO RENTED PREMISES (Ea occurrence) \$ <b>100,000</b> MED EXP (Any one person) \$ <b>Excluded</b> PERSONAL & ADV INJURY \$ <b>1,000,000</b> GENERAL AGGREGATE \$ <b>5,000,000</b> PRODUCTS - COMP/OP AGG \$ <b>1,000,000</b> \$
A	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY		SI8ML03006-231	6/5/2023	6/5/2024	COMBINED SINGLE LIMIT (Ea accident) \$ <b>1,000,000</b> BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A X	<b>UMBRELLA LIAB</b> <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$		SI8EX02395-231	6/5/2023	6/5/2024	EACH OCCURRENCE \$ <b>3,000,000</b> AGGREGATE \$ <b>3,000,000</b> \$
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y / <input checked="" type="checkbox"/> N / A If yes, describe under DESCRIPTION OF OPERATIONS below					PER STATUTE : OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101. Additional Remarks Schedule, may be attached if more space is required)  
 ADDITIONAL INSURED AS RESPECTS TO INSURED'S OPERATIONS AS CONTRACTUALLY OBLIGATED: Box Elder County Fair.  
 Event Dates: August 21 - 27, 2023

<b>CERTIFICATE HOLDER</b>  Box Elder County Fair 320 North 1000 West Tremonton, UT 84337	<b>CANCELLATION</b>  SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE <i>Mitchell H. Kaliff</i>

# Cooperative Agreement

BETWEEN  
BOX ELDER COUNTY  
AND  
UTAH DEPARTMENT OF NATURAL RESOURCES,  
DIVISION OF WILDLIFE RESOURCES

Pursuant to Utah Code §23-22-1, this COOPERATIVE AGREEMENT is made and entered into upon the date of 07/01/2023, between the State of Utah, Department of Natural Resources, Division of Wildlife Resources (UDWR) and Box Elder County for completion of the *Phragmites and Invasive Weed Control FY24 (WRI #6532)* proposed through the Utah Watershed Restoration Initiative (WRI).

The term of this Agreement will be from July 1, 2023 through June 30, 2024, or Fiscal Year 2024.

The Parties agree as follows:

1. UDWR will:

- a. Reimburse actual costs incurred up to \$15,000 for the completion of the *Phragmites and Invasive Weed Control FY24 (WRI #6532)*.
- b. UDWR will assist with entering of project completion reports as needed.
- c. The contract monitor(s) at UDWR will be:

Daniel Eddington  
[danieleddington@utah.gov](mailto:danieleddington@utah.gov)  
435 820-6024

Chad Cranney  
[chadcranney@utah.gov](mailto:chadcranney@utah.gov)  
435 854-3610

2. Box Elder County will:

- a. Will control Phragmites (common reed) in wetland areas throughout the county.
- b. Oversee project work and ensure that project managers submit completion reports in the WRI online database within 3 months of completion of project or by August 31, 2024.

All provisions of Attachment A and Attachment B are incorporated into and become a part of this Cooperative Agreement. If provisions of the Cooperative Agreement conflict, the order of

## ATTACHMENT A – STANDARD TERMS AND CONDITIONS

1. **INVOICING:** The Parties agree to share records with one another detailing expenditures pursuant to the Cooperative Agreement on a quarterly basis, and to reconcile all accounts no later than June 30 annually. The Cooperative Agreement number shall be listed on all invoices, freight tickets, and correspondence.
2. **LAWS AND REGULATIONS:** Each Party shall be responsible for ensuring their individual compliance with all applicable federal and state constitutions, laws, rules, codes, orders, and regulations, including applicable licensure, certification, and permitting requirements.
3. **CONFLICT OF INTEREST:** PARTNER represents that none of its officers or employees are officers or employees of UDWR or the State of Utah, unless prior written disclosure has been made to UDWR.
4. **RECORDS ADMINISTRATION:** PARTNER shall maintain all records necessary to properly account for PARTNER's performance and the payments it receives from UDWR pursuant to this Cooperative Agreement. These records shall be retained by PARTNER for at least six (6) years after final payment, or until all audits initiated within the six (6) years have been completed, whichever is later. PARTNER agrees to allow, at no additional cost, the State of Utah, federal auditors, and UDWR staff, access to all such records.
5. **TERMINATION:** This Cooperative Agreement may be terminated with cause by UDWR in advance of the specified expiration date by providing prior written notice to PARTNER. PARTNER will be given ten (10) days after written notification to correct and cease the violations, after which this Cooperative Agreement may be terminated for cause immediately. This Cooperative Agreement may also be terminated without cause (for convenience), in advance of the specified expiration date, by either party, upon sixty (60) days written termination notice being given to the other party. UDWR and PARTNER may terminate this Cooperative Agreement, in whole or in part, at any time, by mutual agreement in writing. Upon termination of the Cooperative Agreement, PARTNER shall be compensated for eligible services properly performed up to the effective date of the notice of termination. In no circumstance shall UDWR be responsible for any costs for services unsatisfactorily performed, outside of the scope of the project proposal, performed after the effective date of the notice of termination, or for costs exceeding the reimbursable total identified herein.
6. **GOVERNING LAW AND VENUE:** This Cooperative Agreement shall be governed by the laws, rules, and regulations of the State of Utah. Any action or proceeding arising from this Cooperative Agreement shall be brought in a court of competent jurisdiction in the State of Utah. Venue shall be in Salt Lake City, in the Third Judicial District Court for Salt Lake County.



7. **DEBARMENT:** PARTNER certifies that it is not presently nor has ever been debarred, suspended, or proposed for debarment by any governmental department or agency, whether international, national, state, or local. PARTNER must notify the UDWR within thirty (30) days if debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in any contract by any governmental entity during the Cooperative Agreement term.
  
8. **LIABILITY:** Each Party shall be responsible for any claims, losses, suits, actions, damages, and costs of every name and description arising out of their own performance under this Cooperative Agreement. If one or more parties are found negligent, they each shall bear their proportionate share of any allocated fault or responsibility. Nothing herein shall be construed as waiving any immunity, the monetary damage limitations, or any other provision set forth in the Utah Governmental Immunity Act, Utah Code §§ 63G-7-101 through 63G-7-904.


**ATTACHMENT B – PROJECT PROPOSAL**

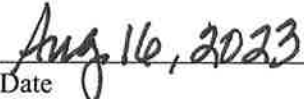
[ADD PROJECT PROPOSAL]

precedence shall be (i) Attachment A; (ii) Cooperative Agreement signature page; and (iii) Attachment B.

SIGNATURES ON FOLLOWING PAGE

Agreed to by:

  
\_\_\_\_\_  
Box Elder County

  
\_\_\_\_\_  
Date

\_\_\_\_\_  
Division of Wildlife Resources/Deputy Director

\_\_\_\_\_  
Date

\_\_\_\_\_  
Division of Wildlife Resources/Financial Manager

\_\_\_\_\_  
Date

\_\_\_\_\_  
State of Utah/Division of Finance

\_\_\_\_\_  
Date

**INTERLOCAL AGREEMENT BETWEEN TREMONTON CITY AND BOX ELDER COUNTY FOR THE UNIFICATION OF A SPECIAL WEAPONS AND TACTICS ("SWAT") TEAM SERVICES**

This Interlocal Agreement (the "Agreement") for uniting the Special Weapons and Tactics ("SWAT") services between the Tremonton-Garland Police Department and the Box Elder County Sheriff's Office is entered by and between Tremonton City, a body corporate and politic of the State of Utah and Box Elder County, a body corporate and politic of the State of Utah. Tremonton City shall be referred to herein as Tremonton-Garland Police Department ("TGPLD") and Box Elder County shall be referred to herein as the Box Elder County Sheriff's Office ("BESO"). TGPLD and BESO may be referred to individually as "Party" or collectively as "Parties".

**WHEREAS**, pursuant to Utah Code Annotated ("UCA") 11-13-201, public entities are authorized to contract together to provide more efficient services to the public at large; and

**WHEREAS**, Tremonton City is the municipal government authorized to contract on behalf of TGPLD, and Box Elder County is the county government authorized to contract on behalf of BESO; and

**WHEREAS**, TGPLD approached the BESO to inquire about working together under a united SWAT team; and

**WHEREAS**, after some discussion between the Parties, it was determined there was good cause and mutual benefit derived from the Parties creating a united SWAT team; and

**WHEREAS**, after consideration of administering the contract for services, the Parties decided the best financial arrangement for realizing the mutual benefits of a united SWAT team is for each Party to maintain separate financial budgets for SWAT services including, but not limited to, firearms, ammunition, protective equipment, uniforms commanders, and personnel. Furthermore, each Party will work together as a united chain of command for supervision; and

**WHEREAS**, TGPLD determined the united SWAT would provide the following benefits:

- Budgetary savings while creating enhanced police service.
- Increased emergency response on major incidents.
- A professional tactical response for major incidents.
- Access to a trained specialty division; and

**WHEREAS**, BESO determined the united SWAT would provide the following benefits:

- Increased number of SWAT operators / personnel.
- Increased budget / equipment to sustain the team which will be managed separately by each agency.

- Increased number of supervisors to share command and manage the team.

**WHEREAS**, the Parties desired to move forward expeditiously in implementing the United SWAT by entering into an Interlocal Agreement for the unification of SWAT service; and

**NOW, THEREFORE, in consideration of the promises contained herein, the Parties agree as follows:**

**Background.** The necessity of the Agreement is due to the need to combine manpower and equipment in emergent or life-threatening situations. Individually, either SWAT team is sufficiently staffed to effectively handle large-scale emergencies;

I. Services.

a. *Police Services.* The Parties' respective law enforcement agencies agree to work cooperatively as a United SWAT team in providing SWAT services and coverage, including, but not limited to, search warrants, emergency callouts, or other major emergencies which would require a SWAT response.

II. Term.

a. *Term.* The term of the Agreement shall not exceed 50 years, and the Agreement shall remain at-will and may be modified by mutual consent of the authorized signing officials from BESO and TGPD. The Agreement shall become effective upon signature by the authorized officials, and it will remain in effect until modified or terminated by any one or both parties by mutual consent.

b. *Termination.* This Agreement may be terminated by either Party, with or without cause, by providing the non-terminating Party with ninety (90) days advanced, written notice.

III. Administration of Agreement. This Agreement shall be administered and overseen by the Box Elder County Sheriff, or his designee ("Sheriff"), and the Tremonton-Garland Chief of Police, or his designee ("Chief"). Accordingly, the Sheriff and Chief shall meet at least annually to review the Agreement, any changes or issues that need to be addressed, and evaluate how the SWAT team is functioning and any improvements that can be made. In addition, in the event any problems or issues arise during the term of this Agreement, the Sheriff and Chief shall meet to discuss those issues or problems and determine how they should be addressed.

IV. Participation. Each Party will be responsible for the hiring and/or disciplining of the Party's team members.. Occasionally, third-party agencies in Box Elder County may want to allow officers from their agency(ies) to participate on the SWAT team. This would need to be approved by both the TGPD Chief and the BESO Sheriff. Any third-party agency(ies) desiring to participate with the SWAT team would require the execution of an interlocal agreement prior to participation.

Team members, from both Parties, need to train together regularly. If third-party agencies choose to participate with the SWAT team, they too would be required to train together.

a. *Funding, Pay and Benefits.* It is the understanding of the BESO and TGPD that each Party will be responsible for the finances and expenses associated with the individual Party's participation in SWAT services (each agency will maintain or fund their respective SWAT teams according to agency policy). At no time will monies be exchanged or fees charged for services by either Party. The Parties shall be financially responsible for the following, including, but not limited to firearms, ammunition, protective equipment, uniforms commanders, and personnel.

b. *Budget Management.* The TGPD Chief shall oversee the finances for SWAT team members from TGPD.. The BESO Sheriff shall oversee the finances for SWAT team members from BESO.

c. *Insurance/Indemnity.* The Parties shall adequately and sufficiently insure their own personnel and equipment, which may include but is not limited to, Workers Compensation, auto and collision, and general liability. TGPD shall assume no responsibility or liability for injury to BESO Personnel or damage to BESO equipment. BESO shall assume no responsibility or liability for injury to TGPD Personnel or damage to TGPD equipment.

#### IV. Supervision, Equipment, and Call Outs.

a. *TGPD Chief and BESO Sheriff.* The TGPD Chief shall supervise or assign supervision to all the TGPD SWAT sworn officers. The BESO Sheriff shall supervise or assign supervision to all BESO SWAT sworn deputies.

b. *Equipment.* It is the understanding of the BESO and the TGPD that each Party will bring all equipment needed to accomplish the specific tactical mission. In the event the TGPD or BESO request equipment owned by the other agency, a request will go from the established leadership hierarchy of the requesting Party to the established leadership hierarchy of the owning Party. Each Party is solely responsible for maintaining their respective equipment and teams.

c. *Call outs.* It is the understanding of the BESO and the TGPD that, regardless of Party jurisdiction, each Party will respond in a call-out situation. TGPD will be the responsible agency for its jurisdictional areas, with BESO being responsible for the remaining unincorporated areas of Box Elder County; as well as the areas where the BESO provides the sole law enforcement coverage.

#### VI. Miscellaneous.

a. *Notice.* When notice is necessary, it shall be sent to the following:

If to TGPD: TGPD  
c/or TGPD Chief  
102 S. Tremont Street  
Tremonton, UT 84337

If to BESO: BESO  
c/o Sheriff  
PO Box 888/52 1000 W  
Brigham City, UT, 84302

b. *Severance.* Any term or provision of the Agreement that is stricken or voided by a Court of competent jurisdiction shall be severed from the remainder of the Agreement. All terms and provisions not specifically stricken or voided by a Court of competent jurisdiction shall remain in full force and effect.

c. *Remedy of Breach.* In the event a Party becomes in breach of the Agreement, the non-breaching Party shall provide written notice to the breaching Party, informing the breaching Party of the breach. The breaching Party shall have thirty (30) days to remedy the breach.

d. *Mandatory Mediation.* Prior to the commencement of any litigation arising from this Agreement, the Parties hereby agree to participate in non-binding mediation. If mediation becomes necessary, TGPD shall provide BESO with the names of three (3) mediators, with BESO choosing the mediator from the three (3) person list provided by TGPD.

e. *Jurisdiction, Venue, Attorney's Fees.* If a dispute is left unresolved following mediation, and it becomes necessary for litigation to be commenced, based on potential conflicts, Jurisdiction and Venue shall reside exclusively in the First District Court of the State of Utah, in and for Box Elder County. In the event litigation is used to resolve a dispute between the Parties, the prevailing Party shall be entitled to the recuperation of all attorney's fees and costs of litigation from the non-prevailing party.

f. *Amendments.* Any amendment to this Agreement shall require the written consent of both Parties.

g. *Applicable Law.* This Agreement shall be interpreted in accordance with the laws of the State of Utah.

h. *Further Instruments.* The Parties hereto agree that they will execute any and all other documents or legal instruments that may be necessary or required to carry out and effectuate all of the provisions hereof.

i. *Waiver.* A waiver by any Party of any provision hereof, whether in writing or by course of conduct or otherwise, shall be valid only in the instance for which it is given,

and shall not be deemed a continuing waiver of said provision, nor shall it be construed as a waiver of any other provision hereof.

j. *Preparation of the Agreement.* The Parties hereto acknowledge that they have both participated in the preparation of this Agreement and, in the event that any question arises regarding its interpretation, no presumption shall be drawn in favor of or against any Party hereto with respect to the drafting hereof.

k. *Separate Counterparts.* This Agreement may be executed in several identical counterparts, each one of which shall be considered an original and all of which when taken together shall constitute but one instrument.

l. *Incorporation of Recitals and Exhibits.* The above Recitals and all Exhibits attached hereto are incorporated herein by this reference and expressly made a part of this Agreement.

m. *Complete Agreement.* This Agreement together with any addenda and attached exhibits constitutes the entire Agreement between the Parties and supersedes and replaces any and all prior negotiations, representations, warranties, understandings, contracts, or Agreements between the Parties. This Agreement cannot be changed except by the express written Agreement of all Parties.

n. *Survival of Terms.* Any term in the Agreement that is intended by its nature to survive the execution date of the Agreement, shall so survive.

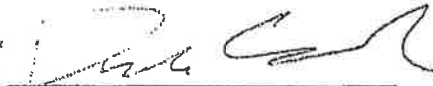
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SIGNATURES TO FOLLOW ON SUBSEQUENT PAGES**



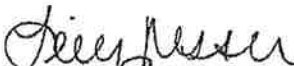
IN WITNESS WHEREOF, the Parties have hereunto signed their names on the day and year first above written.

**TREMONTON CITY**  
A body corporate and politic of the  
State of Utah

BY:   
Eyle Holmgren  
Tremonton City Mayor

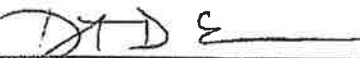
BY:   
Dustin Cordova  
Tremonton City Police Chief

Attest:

  
Linsey Nessen  
Tremonton City Recorder

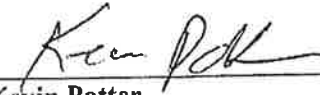


Approved as to Form:

  
Dustin Ericson  
Tremonton City Attorney

**BOX ELDER COUNTY**  
A body corporate and politic of the  
State of Utah

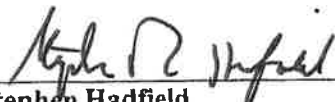
BY: \_\_\_\_\_  
County Commissioner

BY:  \_\_\_\_\_  
Kevin Potter  
Box Elder County Sheriff

Attest:

\_\_\_\_\_  
Marla Young  
Box Elder County Clerk

Approved as to Form:

 \_\_\_\_\_  
Stephen Hadfield  
Box Elder County Attorney

**RESOLUTION NO. 23-09**

**A RESOLUTION OF THE BOX ELDER COUNTY COMMISSION APPROVING AN INTERLOCAL AGREEMENT FOR UNITING SPECIAL WEAPONS AND TACTICS (“SWAT”) SERVICES BETWEEN THE TREMONTON-GARLAND POLICE DEPARTMENT AND THE BOX ELDER COUNTY SHERIFF’S OFFICE**

**WHEREAS**, pursuant to Utah Code Annotated (“UCA”) 11-13-201, public entities are authorized to contract together to provide more efficient services to the public at large; and

**WHEREAS**, the Tremonton-Garland Police Department (“TGPD”) approached the Box Elder Sheriff’s Office (“BESO”) to inquire about working together under a united SWAT team; and

**WHEREAS**, after some discussion between the Parties, it was determined there was good cause and mutual benefit derived from the Parties creating a united SWAT team; and

**WHEREAS**, after consideration of administering the contract for services, the Parties decided the best financial arrangement for realizing the mutual benefits of a united SWAT team is for each Party to maintain separate financial budgets for SWAT services including, but not limited to, firearms, ammunition, protective equipment, uniforms commanders, and personnel. Furthermore, each Party will work together as a united chain of command for supervision; and

**WHEREAS**, TGPD determined the united SWAT would provide the following benefits:

- Budgetary savings while creating enhanced police service.
- Increased emergency response on major incidents.
- A professional tactical response for major incidents.
- Access to a trained specialty division; and

**WHEREAS**, BESO determined the united SWAT would provide the following benefits:

- Increased number of SWAT operators / personnel.
- Increased budget / equipment to sustain the team which will be managed separately by each agency.
- Increased number of supervisors to share command and manage the team.

**WHEREAS**, the Parties desired to move forward expeditiously in implementing the United SWAT by entering into an Interlocal Agreement for the unification of SWAT service;

**NOW, THEREFORE BE IT RESOLVED**, by the Box Elder County Commission acting as the legislative body of Box Elder County, State of Utah, with 3 members present and 3 members voting in favor, as follows:

**SECTION 1: Approval of Interlocal Agreement.** The “*Interlocal Agreement between Tremonton City and Box Elder County for the Unification of A Special Weapons and Tactics*”

("SWAT") Team Services" attached as Exhibit "A" is hereby approved and the Chairman is authorized to sign all documents associated with or necessary to complete this transaction on behalf of Box Elder County, Utah.

**SECTION 2: Effective Date.** This resolution shall become effective fifteen (15) days after its adoption.

**ADOPTED, APPROVED and ORDERED** by the Box Elder County Commission on this 16<sup>th</sup> day of August 2023.



ATTEST

  
Marla Young, Clerk  
Box Elder County

BOX ELDER COUNTY, UTAH

\_\_\_\_\_  
Stan Summers, Chairman  
Box Elder County Commission

**EXHIBIT A**