



Gary R. Herbert  
Governor  
Major General Brian L. Tarbet  
The Adjutant General

# State of Utah

UTAH NATIONAL GUARD

12953 MINUTEMAN DRIVE  
DRAPER, UTAH 84020-9286  
(801) 432-4400

TOOELE COUNTY CORPORATON  
CONTRACT # 12-02-02

**MEMORANDUM OF AGREEMENT  
BETWEEN  
UTAH NATIONAL GUARD  
AND  
TOOELE COUNTY CLERK OFFICE**

SUBJECT: Use of the Tooele Armory as a Voting Center for Tooele County

1. Reference.

a. Utah National Guard Regulation 210-5, Armory Rental Agreement, 5 January 2009.

2. PURPOSE: To outline Utah National Guard (UTNG) support of the Tooele County Clerk Office (TCCO) use of the Tooele Armory.

3. SCOPE: This MOA will define the relationship between the UTNG and TCCO relating to the use of the Tooele Armory as a voting center.

4. TERM: The term of this MOA will be for a period of three (3) years, renewable for an additional three (3) years with the consent of both parties, which will commence 1 February 2012, and continue through 31 December 2014. This agreement can be terminated at any time by either party with thirty (30) days written notice to the other party.

5. OPTION TO RENEW: Prior to the expiration of this MOA, TCCO will notify UTNG of its desire for an additional term and UTNG will have thirty (30) days from the date of TCCO's notice to UTNG to respond. Terms and conditions for the additional period will be negotiated at the time such offer to extend this MOA is accepted

6. USE OF PROPERTY: TCCO is responsible to coordinate with the Tooele Armory senior full time support personnel forty five (45) days in advance of any scheduled county voting operation to determine facility requirements that will create the least distraction to the normal working environment. TCCO will have the responsibility for coordinating traffic control for the parking area and the voting center.

7. OPERATION SUPPLIES & MAINTENANCE: TCCO will provide all personnel needed to setup, operate and cleanup for the voting center. TCCO will be responsible to furnish all required voting materials necessary for the operation of the voting center at no cost to UTNG.

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8. HOURS: Use of the facility during host unit normal working hours will be at no charge. The operation of the voting center after normal working hours will require a security attendant for the protection of the armory assets. TCCO will pay a minimum fee of \$15.00 per hour directly to the security attendant. The assignment of the security attendant will be the responsibility of the senior full time support person for Tooele Armory.

9. INDEMNIFICATION: To the fullest extent permitted by law, both parties will indemnify and hold harmless the other party from and against any and all liability, damage, penalties, judgments or other casualty of whatsoever kind arising from an act or negligence of the original party, its officers, agents, employees, invitees, or patrons in or about the property arising out of or resulting from the original party's use, possession or operation thereof. Both parties will, at its own cost and expense, defend any and all suits or actions which may be brought against the other party or in which the other party may be impleaded with others upon any such above-mentioned matter, claim or claims, except as may result from the sole negligence of the other party, its officers, agents, employees, or contractors.

10. INSURANCE: TCCO shall provide proof of event liability insurance for the operation of the voting center to the Tooele Armory senior full time support personnel 15 days prior to each event.

11. FEDERAL OR STATE EMERGENCY: TCCO does hereby acknowledge that in case of declared federal or state emergency the terms of the mutual use agreement described above will be temporarily suspended until such time as the declared emergency is officially ceased.

IN WITNESS WHEREOF, the parties hereto sign and cause this MOA to be executed.

For UTNG:

  
\_\_\_\_\_  
SCOT T. OLSON  
COL, CFMO  
Construction Facilities Management Officer  
15 FEB 2012  
\_\_\_\_\_  
(Date)

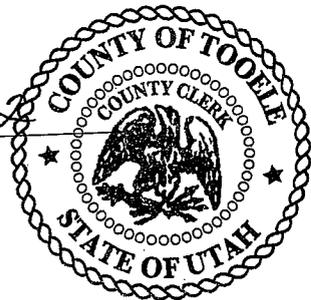
For TCCO:

  
\_\_\_\_\_  
Tooele County Commission  
7 Feb 2012  
\_\_\_\_\_  
(Date)

Approve as to form and content.

For   
\_\_\_\_\_  
AARON M. DRAKE  
Maj, JA  
State Judge Advocate  
15 FEB 2012  
\_\_\_\_\_  
(Date)

  
\_\_\_\_\_  
Tooele County Clerk Office  
Feb 7, 2012  
\_\_\_\_\_  
(Date)



**CERTIFICATE OF COVERAGE**

01/18/2012

<p><b>ISSUER</b></p> <p>UTAH COUNTIES INDEMNITY POOL PO Box 95730 South Jordan, UT 84095-0730</p>	<p>THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED TO THE MEMBER SHOWN BELOW.</p>
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<p><b>MEMBER</b></p> <p>TOOELE COUNTY 47 South Main Tooele, UT 84074-2194</p>	<p align="center"><b>ENTITY AFFORDING COVERAGE</b></p> <p align="center">Utah Counties Indemnity Pool</p>
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**COVERAGES**

THIS IS TO CERTIFY THAT THE COVERAGE LISTED BELOW IS PROVIDED TO THE MEMBER NAMED ABOVE FOR THE PERIOD INDICATED. THE COVERAGE AFFORDED AS DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF THE MEMBERS AGREEMENTS, NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS. THE LIMITS OF LIABILITY SHOWN REFLECT THE LIMITS AT INCEPTION. THE UTAH COUNTIES INSURANCE POOL DOES NOT ASSUME ANY RESPONSIBILITY FOR NOTIFICATION IN THE EVENT OF DEPLETION OF THE AGGREGATE.

TYPE OF COVERAGE	POLICY NUMBER	EFFECTIVE DATE <small>MM/DD/YY</small>	EXPIRATION DATE	LIMITS
<b>GENERAL LIABILITY</b> Comprehensive Form Premises/Operations Products/Completed Operations Contractual Personal Injury	UCIP-12.100	01/01/2004 12:01 am	Continuous Until Terminated	Bodily Injury and Property Damage Combined Occurrence: \$2,750,000  Subject to limits available under the Utah Governmental Immunity Act
<b>AUTOMOBILE LIABILITY</b> Any Auto All Owned Autos Hired Autos Non-Owned Autos Garage Liability				Bodily Injury and Property Damage Combined Occurrence: \$2,750,000  Subject to limits available under the Utah Governmental Immunity Act
<b>AUTOMOBILE PHYSICAL DAMAGE</b>				Actual Cash Value Subject to \$1,000 Deductible
<b>ALL RISK PROPERTY</b>				Total Insured Value
<b>CRIME</b>				Form B - Forgery Alterations Form C1 & C2 - Money & Securities Form F - Computer Fraud Form O - Public Emp. Dishonesty \$2,750,000

**DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/SPECIAL ITEMS**

Any and All Negligent Acts of Tooele County, Its Employees, Agents or Representatives During Elections Held at Voting Centers.

<p><b>CERTIFICATE HOLDER</b></p> <p>National Guard Armory</p>	<p><b>CANCELLATION</b></p> <p>SHOULD ANY OF THE ABOVE DESCRIBED COVERAGE BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING ENTITY WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER, BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE ENTITY, ITS AGENTS OR REPRESENTATIVES.</p>
	<p><small>AUTHORIZED REPRESENTATIVE</small></p> <p align="right"><i>Sonya White</i></p>

If you have any questions, please call Sonya White 301-307-2113