



Gary R. Herbert  
Governor  
MG Jefferson S. Burton  
The Adjutant General

# State of Utah

UTAH NATIONAL GUARD

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DRAPER, UTAH 84020-9286  
(801) 432-4400

**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 relation 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 January 2015, and continue through 31 December 2018. 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 condition 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 set up, operate, and clean up 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.

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

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the security attendant. The assignment of the security attendance will be the responsibility of the senior full time support person for Tooele Armory.

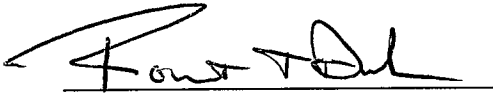
9. INSURANCE: TCCO shall provide proof of event liability insurance for the operation of the voting center to the Tooele Armory senior full time support personnel 15 days prior to each event.

10. 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:

For TCCO:




Robert T. Dunton  
COL, CFMO  
Construction Facilities Management Officer

\_\_\_\_\_  
Tooele County Commission

8 Dec 2014

Date

\_\_\_\_\_  
Date



Michael Norton  
Director  
State Military Department

\_\_\_\_\_  
Tooele County Clerk Office

8 Dec 2014

Date

\_\_\_\_\_  
Date