

**FIRST AMENDMENT TO THE INTERLOCAL AGREEMENT
BETWEEN WEBER COUNTY AND WEST HAVEN CITY
FOR THE USE OF SECURITY CAMERAS**

THIS FIRST AMENDMENT TO THE INTERLOCAL AGREEMENT BETWEEN WEBER COUNTY AND WEST HAVEN CITY FOR THE USE OF SECURITY CAMERAS (“First Amendment”) amends certain provisions of the Interlocal Agreement Between Weber County and West Haven City for the Use of Security Cameras (“Original Agreement”) and is made and entered by and between Weber County, a body politic, corporate and political subdivision of the State of Utah, hereinafter “County”, with its main offices located at 2380 Washington Blvd., Ogden, Utah 84401, and West Haven City, a municipal corporation, hereinafter “City” with its main office at 4150 South 3900 West, West Haven, UT 84401.

R E C I T A L S:

A. County was granted additional funding from the State of Utah to implement 24-hour video surveillance of each unattended ballot drop box within Weber County; and

B. County wishes to use a portion of this funding to increase the reimbursement amount to the City as provided in Section 1.05 of the Original Agreement; and

C. City wishes to receive this additional reimbursement, because the costs incurred by City in providing video surveillance under the Original Agreement have exceeded the original reimbursement amount.

NOW, THEREFORE, the Parties hereby agree to amend the Original Agreement pursuant to the following:

1. Recitals. The above recitals are incorporated into the Original Agreement by reference and made a part thereof.

2. Text Amendment. Section 1.05 of the Original Agreement is hereby amended to read exactly as follows:

1.05 In Consideration for the services provided by the City to the County, as described in this Agreement, the County shall provide a one-time reimbursement to the City up to \$1,668.09 for a new camera, installation of a camera, moving of a camera or other applicable costs. To qualify for reimbursement, such costs must be necessary for the City to fulfill its obligations under this Agreement. The City must submit a reimbursement request to the County Clerk/Auditor by June 1st, 2022, and must include a receipt or invoice for the equipment or services that comply with this agreement.

3. No Further Modifications. Except as modified by this First Amendment, the remaining terms and conditions of the Original Agreement shall remain unmodified and in full force and effect, and the Parties hereby ratify all other provisions in the Original Agreement.

4. **Counterparts and Facsimile.** This First Amendment may be executed in counterparts and by facsimile capable of issuing a confirming receipt. Each such counterpart and facsimile, when taken together, shall be considered the entire First Amendment of the Original Agreement.

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

DATED this ____ day of _____, 2023.

BOARD OF COUNTY COMMISSIONERS
OF WEBER COUNTY

By _____
Gage Froerer, Chair

Commissioner Froerer voted _____
Commissioner Harvey voted _____
Commissioner Bolos voted _____

ATTEST:

Ricky Hatch, CPA
Weber County Clerk/Auditor

WEST HAVEN CITY

By Matthew Jensen

Name: Matthew Jensen

Title: City Manager