Exhibit 0031

INTERLOCAL COOPERATION AGREEMENT

This INTERLOCAL COOPERATION AGREEMENT FOR PETITION SIGNATURE PROCESSING (this "Agreement") is made and entered into by and between DAVIS COUNTY, a political subdivision of the State of Utah ("Davis County"), and the LIEUTENANT GOVERNOR'S OFFICE (the "State"). Davis County and the State may be collectively referred to as the "Parties" herein.

RECITALS

A. WHEREAS, pursuant to the Utah Interlocal Cooperation Act (the "Act"), Title 11, Chapter 13, Utah Code Annotated, public agencies are authorized to enter into mutually advantageous agreement for joint and cooperative action;

B. WHEREAS, pursuant to Utah law, the State, through the Lieutenant Governor's Office, has certain duties or responsibilities regarding the signatures gathered on candidate and other petitions;

C. WHEREAS, Davis County has facilities, equipment, and other resources and expertise to assist the State in its duties or responsibilities regarding the signatures gathered on petitions ; and

D. WHEREAS, Davis County and the State believe that this Agreement will benefit both Davis County and the State,

NOW, THEREFORE, for and in consideration of the mutual promises, obligations, and/or covenants contained herein, and for other good and valuable consideration, the receipt, fairness, and sufficiency of which are hereby acknowledged, and the Parties intending to be legally bound, the Parties do hereby mutually agree as follows:

1. Effective Date of this Agreement. The Effective Date of this Agreement shall be the earliest date after all of the following are completed (the "Effective Date"):

a. This Agreement is approved by Davis County pursuant to Title 11, Chapter 13, Section 202.5(1), Utah Code Annotated;
b. This Agreement is approved by the State pursuant to Title 11, Chapter 13, Section 202.5(1), Utah Code Annotated;
c. This Agreement is approved as to proper form and compliance with applicable law by an attorney authorized to represent Davis County;
d. This Agreement is approved as to proper form and compliance with applicable law by an attorney authorized to represent the State;
e. This Agreement is filed with the keeper of records for Davis County; and
f. This Agreement is filed with the keeper of records for the State.

2. Term of Agreement. The term of this Agreement shall begin upon the Effective Date of this Agreement and shall, unless otherwise expressly set forth herein, automatically terminate on December 31, 2028.

3. Termination of Agreement. This Agreement may be terminated prior to the completion of the Term by any of the following actions:

a. The mutual written agreement of the Parties;
b. By either party after:

(1) Any material breach of this Agreement; and

(2) After the notice to terminate this Agreement, which the non-breaching party shall provide to the breaching party, is effective pursuant to the notice provisions of this Agreement;

c. By either party, with or without cause, ninety (90) days after a notice to terminate this Agreement is sent by one party to the other;

d. As otherwise set forth in this Agreement or as permitted by law, rule, regulation, or otherwise.

4. Duties and/or Responsibilities of the State.

a. Reimburse Davis County for all recruitment and personnel services in the amount of $40.00 per person recruited to perform the services of this agreement ;

b. Reimburse Davis County for all hourly wages worked by the temporary employees hired to perform the services relevant to this Agreement at the hourly rate determined by the County and approved in writing by the Lieutenant Governor;

c. Reimburse Davis County for all hourly wages worked by permanent Davis County Employees to perform the services required under Section 5 of this Agreement at the actual hourly rate paid by Davis County to the Employee performing the services;

d. Reimburse Davis County for all costs and/or expenses associated with Workers Compensation and Employers' Liability insurance for all individuals hired on a temporary basis to perform the services required under this Agreement;

e. Reimburse Davis County for all taxes and other costs and/or expenses associated with the individuals hired on a temporary basis to perform the services required under this Agreement;

f. Reimburse Davis County for all additional technical equipment and/or repairs/damages to real or personal property that arise or are necessary as a result of this Agreement. It is understood and agreed that reimbursement shall not be paid for any damages sustained as a result of the gross negligence or willful misconduct of Davis County's employees, agents, or assigns ;

g. Permit all petitions for Davis County candidates and multi-county offices, who have filers residing in Davis County, to be processed by the individuals hired on a temporary basis to perform the services required under this Agreement at no cost and/or expense to Davis County after reimbursement;

h. Within thirty (30) days of receiving a written invoice and/or reimbursement request from Davis County, pay Davis County the full and accurate amount of the written invoice and/or reimbursement request.

5. Duties and/or Responsibilities of Davis County.

a. Recruit individuals to perform the services required under this Agreement on a temporary basis;

b. Hire individuals on a temporary basis to verify petitions signature;

c. Provide personnel processing and payroll services relating to the individuals hired by Davis County on a temporary basis to perform the services necessary to effectuate this Agreement;

d. Provide the physical space necessary for the individuals hired on a temporary basis to perform the services relevant to this Agreement;

e. Provide the necessary equipment to process the relevant petitions (e.g. computers, tables, chairs, internet access, etc.); and

f. Provide supervision for and give direction to all individuals recruited pursuant to this Agreement;

g. Provide the technical and knowledge based support, through Davis County permanent election staff, to process the relevant petitions and provide the necessary services.

6. Indemnification, Defense and Hold Harmless. The State, for itself, and on behalf of the temporary employees hired to perform the services relevant to this Agreement as well as its officers, officials, employees, agents, representatives, contractors, volunteers, and/or any person or persons under the supervision, direction, or control of the State (collectively, the "State Representatives"), agrees and promises to indemnify, defend, save and hold harmless Davis County, as well as Davis County's officers, officials, employees, agents, representatives, contractors, and volunteers (collectively, the "Davis County Representatives"), from and against any loss, damage, injury, liability, claim, action, cause of action, demand, expense, cost, fee, or otherwise (collectively, the "Claims") that may arise from, may be in connection with, the acts or omissions, negligent or otherwise, of the State or the State Representatives, whether or not the Claims are known or unknown, or are in law, equity, or otherwise. The State, for itself, and on behalf of the State Representatives, agrees and promises that all costs, expenses, or otherwise relating to the Claims and incurred by Davis County or the Davis County Representatives or which Davis County or the Davis County Representatives would otherwise be obligated to pay, shall be paid in full by the State within thirty (30) calendar days after Davis County provides the State with documents evidencing such costs, expenses, or otherwise.

7. Davis County, for itself, and on behalf of the Davis County Representatives, agrees and promises to indemnify, defend, save and hold harmless the State, as well as the State Representatives, from and against the Claims that may arise from, in connection with, or relate in any way to this Agreement and the acts or omissions, negligent or otherwise, of Davis County or the Davis County Representatives, whether or not the Claims are known or unknown, or are in law, equity, or otherwise. Davis County, for itself, and on behalf of the Davis County Representatives, agrees and promises that all costs, expenses, or otherwise relating to the Claims and incurred by Davis County or the Davis County Representatives or which Davis County or the Davis County Representatives would otherwise be obligated to pay, shall be paid in full by Davis County within thirty (30) calendar days after the State provides Davis County with documents evidencing such costs, expenses, or otherwise.

8. The Parties recognize and acknowledge that each Party is covered by the *Governmental Immunity Act of Utah*, codified at Section 63G-7-101, et seq., *Utah Code Annotated*, as amended, and nothing herein is intended to waive or modify any and all rights, defenses or provisions provided therein. Officers and employees performing services pursuant to this Agreement shall be deemed officers and employees of the Party employing their services and shall be deemed officers and employees of such Party under the provisions of the *Utah Governmental Immunity Act*.

9. Notices. Any notices that may or must be sent under the terms and/or provisions of this Agreement should be delivered, by hand delivery or by United States mail, postage prepaid, as follows:

To Davis County:	To the State of Utah:
Davis County Attn: Brian McKenzie, County Clerk 61 South Main Street P.O. Box 618 Farmington, UT 84025	State of Utah Attn: Deidre Henderson, Lt. Governor 350 North State Street, Suite 220 P.O. Box 142325 Salt Lake City, UT 84114-2325

10. Survival of Terms, Provision, Promises, or Otherwise of This Agreement after Termination. Termination of this Agreement shall not extinguish or prejudice either Party's right to enforce this Agreement with respect to any uncured breach or default of or under this Agreement.

11. No Separate Legal Entity. No separate legal entity is created by this Agreement.

12. Benefits. The Parties acknowledge, understand, and agree that the Parties and their respective representatives, agents, contractors, officers, officials, members, employees, volunteers, and/or any person or persons under the supervision, direction, or control of the Parties are not in any manner or degree employees of the other party and shall have no right to and shall not be provided with any benefits from the other party.

13. Assignment Restricted. The Parties agree that neither this Agreement nor the duties, obligations, responsibilities, or privileges herein may be assigned, transferred, or delegated, in whole or in part, without the prior written consent of both parties.

14. Waivers or Modification. No waiver or failure to enforce one or more parts or provisions of this Agreement shall be construed as a continuing waiver of any part or provision of this Agreement, which shall preclude the Parties from receiving the full bargained for benefit under the terms and provisions of this Agreement. A waiver or modification of any of the provisions of this Agreement or of any breach thereof shall not constitute a waiver or modification of any other provision or breach, whether or not similar, and any such waiver or modification shall not constitute a continuing waiver. The rights of and available to each of the Parties under this Agreement cannot be waived or released verbally, and may be waived or released only by an instrument in writing, signed by the party whose rights will be diminished or adversely affected by the waiver.

15. Binding Effect; Entire Agreement, Amendment. This Agreement is binding upon and shall inure to the benefit of the Parties and their respective heirs, successors, assigns, officers, directors, employees, agents, representatives, subrogees and to all persons or entities claiming by, through or under them. This Agreement, including all attachments, if any, constitutes and/or represents the entire agreement and understanding between the Parties with respect to the subject matter herein. There are no other written or oral agreements, understandings, or promises between the Parties that are not set forth herein. Unless otherwise set forth herein, this Agreement supersedes and cancels all prior agreements, negotiations, and understandings between the Parties, whether written or oral which are void, nullified and of no legal effect if they are not recited or addressed in this Agreement. Neither this Agreement nor any provisions hereof may be supplemented, amended, modified, changed, discharged, or terminated verbally. Rather, this

Agreement and all provisions hereof may only be supplemented, amended, modified, changed, discharged, or terminated by an instrument in writing, signed by the Parties.

16. Choice of Law; Jurisdiction; Venue. This Agreement and all matters, disputes, and/or claims arising out of, in connection with, or relating to this Agreement or its subject matter, formation or validity (including non-contractual matters, disputes, and/or claims) shall be governed by, construed, and interpreted in accordance with the laws of the State of Utah, without reference to conflict of law principals. The Parties irrevocably agree that the courts located in Davis County, State of Utah (or Salt Lake City, State of Utah, for claims that may only be litigated or resolved in the federal courts) shall have exclusive jurisdiction and be the exclusive venue with respect to any suit, action, proceeding, matter, dispute, and/or claim arising out of, in connection with, or relating to this Agreement, or its formation or validity. The Parties irrevocably submit to the exclusive jurisdiction and exclusive venue of the courts located in the State of Utah as set forth directly above. Any party who unsuccessfully challenges the enforceability of this clause shall reimburse the prevailing party for its attorneys' fees, and the party prevailing in any such dispute shall be awarded its attorneys' fees.

17. Force Majeure. In the event that either party shall be delayed or hindered in or prevented from the performance of any act required under this Agreement by reason of strikes, lock-outs, labor troubles, inability to procure materials, failure of power, inclement weather, restrictive governmental laws or regulations, delays in or refusals to issue necessary governmental permits or licenses, riots, insurrection, wars, or other reasons of a like nature not the fault of the party delayed in performing work or doing acts required under the terms of this Agreement, then performance of such act shall be excused for the period of the delay and the period for the performance of any such act shall be extended for a period equivalent to the period of such delay.

18. Severability. If any part or provision of this Agreement is found to be prohibited or unenforceable in any jurisdiction, such part or provision of this Agreement shall, as to such jurisdiction only, be inoperative, null and void to the extent of such prohibition or unenforceability without invalidating the remaining parts or provisions hereof, and any such prohibition or unenforceability in any jurisdiction shall not invalidate or render inoperative, null or void such part or provision in any other jurisdiction. Those parts or provisions of this Agreement, which are not prohibited or unenforceable, shall remain in full force and effect.

19. Authorization. The persons executing this Agreement on behalf of a party hereby represent and warrant that they are duly authorized and empowered to execute the same, that they have carefully read this Agreement, and that this Agreement represents a binding and enforceable obligation of such party.

20. Rights and Remedies Cumulative. The rights and remedies of the Parties under this Agreement shall be construed cumulatively, and none of the rights and/or remedies under this Agreement shall be exclusive of, or in lieu or limitation of, any other right, remedy or priority allowed by law, unless specifically set forth herein.

21. No Third-Party Beneficiaries. This Agreement is entered into by the Parties for the exclusive benefit of the Parties and their respective successors, assigns and affiliated persons referred to herein. Except and only to the extent provided by applicable statute, no creditor or other third party shall have any rights under this Agreement.

22. Time of Essence. Time is of the essence in respect to all parts or provisions of this Agreement, which specify a time performance or otherwise, and the Parties agree to comply with all such times.

23. Recitals Incorporated. The Recitals to this Agreement are incorporated herein by reference and made a part of this Agreement. contractual in nature..

24. Execution of Additional Documents. The Parties agrees to execute and deliver any and all additional papers, documents, instruments, and other assurances, and shall do any and all acts and things reasonably necessary, in connection with the performance of its obligations hereunder, to carry out the intent of the Parties.

25. Counterparts; Electronically Transmitted Signatures. This Agreement may be executed in counterparts, each of which shall be deemed an original, and all such counterparts shall constitute one and the same Agreement. Signatures transmitted by facsimile and/or e-mail shall have the same force and effect as original signatures.

WHEREFORE, the Parties have signed this Agreement on the dates set forth below.

STATE OF UTAH

Printed Name: [illegible]
Dated: 3/19/24

ATTEST:

Printed Name: Collin Tanner
Dated: 3/19/24

COLLIN TANNER
Notary Public - State of Utah
Commission Number: 726613
My Commission Expires on
September 9, 2026.

APPROVED AS TO PROPER FORM AND COMPLIANCE WITH APPLICABLE LAW:

Printed Name:
Dated:

DAVIS COUNTY

Chair, Davis County Board of Commissioners
Dated: 7/11/23

ATTEST:

Davis County Clerk
Dated:_____

APPROVED AS TO PROPER FORM AND
COMPLIANCE WITH APPLICABLE LAW:

Neal C. Geddes
_____
Davis County Civil Attorney
Dated: 7/11/23