

**MINUTES**  
**BOX ELDER COUNTY COMMISSION**  
**MAY 14, 2025**

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 4:45 p.m. on **May 14, 2025**. The following members were present:

Boyd Bingham	Chairman
Lee Perry	Commissioner
Tyler Vincent	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 4:53 p.m.

The regular session was called to order by Chairman Bingham at 5:00 p.m. with the following members present, constituting a quorum:

Boyd Bingham	Chairman
Lee Perry	Commissioner
Tyler Vincent	Commissioner
Marla Young	County Clerk

The prayer was offered by Commissioner Vincent.

The Pledge of Allegiance was led by County Assessor Kory Wilde.

**APPROVAL OF MINUTES**

**THE MINUTES OF THE REGULAR MEETING OF APRIL 23, 2025 WERE APPROVED AS WRITTEN ON A MOTION BY COMMISSIONER PERRY, SECONDED BY COMMISSIONER VINCENT AND UNANIMOUSLY CARRIED.**

**ATTACHMENT NO. 1 - AGENDA**

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

**Golden Spike May 10th Celebration - Commissioner Perry**

Commissioner Perry reported that the Golden Spike Celebration on May 10th was successful. He said an estimated 1,500 to 2,000 people came through the park that day.

**Branding Party at the Fairgrounds - Commissioner Vincent**

Commissioner Vincent stated the branding party to kick off the 100th year County Fair was a great success. The Rough Stock Band played great music. Farm Bureau and Peach City provided delicious food and ice cream. It was well attended and so nice to see Box Elder County start the “100 Year Love a Fair”, which is the fair theme this year.

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

**Contracts for Tax Deferrals - Stephen Hadfield**

Attorney Stephen Hadfield stated in a previous Commission meeting their office was instructed to create contracts with some individuals for tax deferrals and allow them to make monthly payments. He informed the Commission that Dustin Norman would like the ability to pay off by the end of the year instead of monthly amounts.

**EMERGENCY MANAGEMENT ISSUES**

There were no Emergency Management items discussed.

**ARPA/LATCF**

There were no ARPA/LATCF items discussed.

## **PUBLIC INTERESTS / PRESENTATIONS / CONCERNS**

### **Library Access Survey-Heather Crockett**

Heather Crockett gave a presentation with the focus on helping every child be ready for kindergarten through reading. She presented issues with accessing the library. She said she prepared a survey and received 153 responses. From those responses 74% did not use the bookmobile. She explained that those who live in the outlying area cannot get a library card unless they pay \$60.00 and the fee is going to be increased. She encouraged the Commissioners to consider ways to help all kids to have access to a library. She suggested two options: raise taxes or go after grants which the county could apply for.

### **ATTACHMENT NO. 2 - Library Presentation**

### **ATTORNEY'S OFFICE**

### **Memorandum of Agreement #25-33 with Department of Public Safety for Grant Funding to Provide Mental Health Counseling for First Responders-Stephen Hadfield**

Attorney Stephen Hadfield explained Agreement #25-33 is for grant funding for public safety mental health counseling.

Commissioner Perry mentioned that this is a one time grant funding as we can't ask for a second grant.

**MOTION:** Commissioner Vincent made a motion to approve the Memorandum of Agreement #25-33. The motion was seconded by Commissioner Perry. The motion carried unanimously on a roll call vote of Chairman Bingham voting Yea, Commissioner Perry voting Yea, and Commissioner Vincent voting Yea.

### **ATTACHMENT NO. 3 - Agreement #25-33**

**AUDITOR'S OFFICE**

**Waiver of Past Fees, Interest, and Penalties for Centrally Assessed Properties Accounts S0085851 and S0035241-Shirlene Larsen**

Auditor Shirlene Larsen stated that in preparation for the tax sale they went through all the properties that were five years or greater past due. They found some centrally assessed properties and got parcel numbers from the state. They found some have different owners. She said they reached out and the owners paid the taxes, penalties, and interest. They had not received any notices back to 2005 and 2008. She asked the Commission to waive interest or penalties. She said since the taxes and penalties have been paid in full, it would need to be refunded. The property will now be locally assessed instead of state assessed.

**MOTION:** Commissioner Perry made a motion to waive the penalties and interest, but pay the tax sale fees on the mentioned properties. The motion was seconded by Commissioner Vincent and unanimously carried on a roll call vote of Chairman Bingham voting Yea, Commissioner Perry voting Yea, and Commissioner Vincent voting Yea.

**COMMISSIONERS**

**Requesting Use of Courthouse Grounds on June 14, 2025 for the Box Elder Strong Together 5K-Tara Roche**

Tara Roche on behalf of Box Elder Strong Together stated they are planning the 5th annual 5k run. She asked for permission to use the courthouse grounds for their event. The event helps show the community resources available for both mental and physical health.

**MOTION:** Commissioner Perry made a motion to approve the use of the courthouse grounds for the Box Elder Strong Together 5k. The motion was seconded by Commissioner Vincent and unanimously carried on a roll call vote of Chairman Bingham voting Yea, Commissioner Perry voting Yea, and Commissioner Vincent voting Yea.

**Bear River Health Department to Present Annual Report-Estee Hunt and Jordan Mathis**

Estee Hunt and Jordan Mathis of Bear River Health Department presented the annual report. Jordan Mathis stated they are focusing on the revamp of values of their mission and vision strategies and presented their priorities.

Estee Hunt presented other strategic goals. She spoke about creating a healthy environment for young people, coalitions for help with opioids, and other programs and services that they offer.

There was discussion about the Mental Health integration with the Health Department.

**Box Elder County has Selected Rob Bishop, Chris Marx, and Trudi Hatch to Serve on the Box Elder Judicial Nominating Commission, with Chris Marx to Serve as the County's Appointee on Other Cities Within Box Elder County's Judicial Nominating Commissions-Commissioner Perry**

Commissioner Perry stated the Commission helps with the nominating process for the Judicial Nomination Commission. They have selected three people to serve: Rob Bishop, Chris Marx, and Trudi Hatch. Chris Marx will serve as the County's Appointee to other cities within the county.

**MOTION:** Commissioner Perry made a motion to appoint Rob Bishop, Chris Marx, and Trudi Hatch to serve on the Box Elder Judicial Nomination Commission with Chris Marx as the appointee on other cities. Commissioner Vincent seconded the motion. The motion carried on a roll call vote of Chairman Bingham voting Yea, Commissioner Perry voting Yea, and Commissioner Vincent voting Yea.

**Participation in the 47G Defense and Aerospace Group-Commissioner Perry**

Commissioner Perry explained the 47G Defense and Aerospace Group was created in 2022. It impacts many in our county because of Hill Air Force Base and Northrup Grumman. There are issues dealing with drones and many other things that impact the county that are touched by what 47G does. There is an annual membership of \$10,000 that allows Box Elder County to participate with this group to help facilitate the county to be sure we have a strong defense in aerospace.

**MOTION:** Commissioner Perry made a motion to approve the participation in the 47G Defense and Aerospace Group. The motion was seconded by Commissioner Vincent and unanimously carried on a roll call vote of Chairman Bingham voting Yea, Commissioner Perry voting Yea, and Commissioner Vincent voting Yea.

**Appoint the IT Director Position as the County's Privacy Chief Administrative Officer to Comply with Recent State Law Updates-Anne Hansen**

Deputy Attorney Anne Hansen explained that HB444 requires the Commission to appoint a Privacy Chief Administrative Officer and recommended the I.T. Director to be appointed to that position.

**MOTION:** Commissioner Perry made a motion to appoint the I.T. Director as the Privacy Chief Administrative Officer. The motion was seconded by Commissioner Vincent and unanimously carried on a roll call vote of Chairman Bingham voting Yea, Commissioner Perry voting Yea, and Commissioner Vincent voting Yea.

**Final Decision on an Employment Action Appeal for B.N., Based on the Recommendation of Mr. Richard Catten, the Administrative Law Judge, who Oversaw the Appeal Hearing-Anne Hansen**

This personnel item was discussed in a closed meeting.

**MOTION:** Commissioner Perry made a motion to uphold the final decision recommendation of Mr. Richard Catten, the Administrative Law Judge, who oversaw the appeal hearing for an employee. The motion was seconded by Commissioner Vincent and unanimously carried on a roll call vote of Chairman Bingham voting Yea, Commissioner Perry voting Yea, and Commissioner Vincent voting Yea.

**COMMUNITY DEVELOPMENT**

**Ordinance #621 - Chapter 5-2: Off-Street Parking & Loading Text Amendments-Scott Lyons**

Community Development Director Scott Lyons stated Ordinance #621 addresses off street parking with regard to event centers within the county. The Planning Commission held a public hearing on April 17, 2025 and proposed a text recommended for approval.

**MOTION:** Commissioner Vincent made a motion to approve Ordinance #621. The motion was seconded by Commissioner Perry and unanimously carried on a roll call vote of Chairman Bingham voting Yea, Commissioner Perry voting Yea, and Commissioner Vincent voting Yea.

**ATTACHMENT NO. 4 - Ordinance #621**

**Subdivision Improvement Agreement #25-25 for the Cedar Ridge Subdivision Phase 2-Scott Lyons**

This item was canceled.

**Request for Approval of Improvement Agreement #25-26 for the Kay Meadows Subdivision-Scott Lyons**

Community Development Director Scott Lyons stated Agreement #25-26 is an improvement agreement for the Kay Meadows Subdivision located west of Tremonton. The agreement provides financial security that the developer completes the required improvements.

**MOTION:** Commissioner Vincent made a motion to approve Agreement #25-26. The motion was seconded by Commissioner Perry and unanimously carried on a roll call vote of Chairman Bingham voting Yea, Commissioner Perry voting Yea, and Commissioner Vincent voting Yea.

**ATTACHMENT NO. 5 - Agreement #25-26**

**State Water Grant Contract #25-34-Scott Lyons**

Community Development Director Scott Lyons explained that Contract #25-34 is a state water grant to update the countywide master plan to add a water element to the plan and the effects on land use. It is a \$15,000.00 grant.

**MOTION:** Commissioner Perry Made a motion to approve the Sate Water Grant COntract #25-34. The motion was seconded by Commissioner Vincent and unanimously carried on a roll call vote of Chairman Bingham voting Yea, Commissioner Perry voting Yea, and Commissioner Vincent voting Yea.

**ATTACHMENT NO. 6 - Contract #25-34**

**Pending Ordinance - Agriculture Protection Areas-Scott Lyons**

Community Development Director Scott Lyons explained that when they put this item on the agenda they did not realize that a pending ordinance is not required. He gave a history of an uptick in Agricultural Protection Area requests. In the last Planning Commission meeting there was concern brought up about a requirement in state code. State code has a couple of criteria to be used to evaluate whether a property should be placed in an Agricultural Protection Area. He

read from code pointing out the criteria they are to look at. The two criteria that stood out for the Planning Commission were whether the effect of the creation of the proposed area is in line with the county's objectives and policies and whether land is zoned for agricultural use. The Planning Commission asked staff to look into ways to get ahead of the curve to prepare for requests for an Agricultural Protection Area in the unzoned areas. Unzoned areas are not a zone in county code nor in state code. Technically the Planning Commission should recommend to the Commission that any parcels requested for an Agricultural Protection Area that is in an unzoned area should not be approved. If a property is in an agricultural zoned area, then they would most likely recommend approval if it meets the other criteria. Due to legal intricacies, it is determined that it would not fall under a pending ordinance status.

Chairman Bingham suggested they organize a meeting with staff, the Commissioners, and the public to have further discussion.

Chairman Bingham directed staff to facilitate a meeting.

### **BUILDINGS & GROUNDS**

#### **Award HVAC Contract-Codey Illum**

Chief Building Official Codey Illum explained the HVAC project was a project approved by the CIP committee. The bid is to upgrade the heating and cooling systems. There were five applicants that submitted a bid. The low bid was from Salmon HVAC in the amount of \$165,148.00 which comes in below budget.

**MOTION:** Commissioner Vincent made a motion to award the HVAC bid to Salmon HVAC. The motion was seconded by Commissioner Perry and unanimously carried on a roll call vote of Chairman Bingham voting Yea, Commissioner Perry voting Yea, and Commissioner Perry voting Yea.

### **WEED DEPARTMENT**

#### **Appoint Rhett Munns to the Weed Board-Wyatt Freeze**

Weed Supervisor Wyatt Freeze stated Tim Douglas has been serving on the Weed Board and his term has expired. He thanked him for his service. He recommended Rhett Munns from Howell to serve on the Weed Board.

**MOTION:** Commissioner Perry made a motion to appoint Rhett Munns to the Weed Board. The motion was seconded by Commissioner Vincent and unanimously carried on a roll call vote

of Chairman Bingham voting Yea, Commissioner Perry voting Yea, and Commissioner Vincent voting Yea.

**SHERIFF'S OFFICE**

**Renewal of Forest Service Agreement #25-32 with Box Elder County Sheriff's Office-Kevin Potter**

Chief Deputy Sheriff Cade Palmer explained Agreement #25-32 is a renewal contract with the Forest Service. It allows for reimbursement in the amount of \$6,000.00 to respond to Forest Service areas in our county.

**MOTION:** Commissioner Perry made a motion to approve Agreement #25-32. The motion was seconded by Commissioner Vincent and unanimously carried on a roll call vote of Chairman Bingham voting Yea, Commissioner Perry voting Yea, and Commissioner Vincent voting Yea.

**ATTACHMENT NO. 7 - Agreement #25-32**

**Repeal of Ordinance #204 (Spotlighting in Box Elder County by Permit Only) Necessitated by Recent Legislation-Stephen Hadfield**

Attorney Stephen Hadfield stated Ordinance #623 repeals Ordinance #204 and allows spotlighting only by ordinance. He said the change is due to recent legislative changes.

**MOTION:** Commissioner Perry made a motion to approve Ordinance #623. The motion was seconded by Commissioner Vincent and unanimously carried on a roll call vote of Chairman Bingham voting Yea, Commissioner Perry voting Yea, and Commissioner Vincent voting Yea.

**ATTACHMENT NO. 8 - Ordinance #623**

**HUMAN RESOURCES**

**Authorize HR Manager to sign Insurance Broker Contracts #25-27 through #25-31-Jenica Stander**

HR Manager Jenica Stander stated the county has changed insurance brokers and Contracts #25-27 through #25-31 make those changes effective June 1, 2025.

**MOTION:** Commissioner Perry made a motion to approve Contracts #25-27 through #25-31 and authorize Jenica Stander to sign them. The motion was seconded by Commissioner Vincent and unanimously carried on a roll call vote of Chairman Bingham voting Yea, Commissioner Perry voting Yea, and Commissioner Vincent voting Yea.

**ATTACHMENT NO. 8 - Contracts #25-27 through #25-31**

**Landfill Weekend Differential Pay Policy-Jenica Stander**

HR Manager Jenica Stader explained the changes to the policy are that the landfill weekend differential pay is the same as the fairgrounds.

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

**Travel Policy Updates-Jenica Stander**

HR Manager Jenica Stader stated they have updated the Travel Policy per the request of the county's insurance company regarding rental cars.

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

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

Chairman Bingham presented the guidelines for the public comment period.

**DeAnna Hardy of Brigham City** stated that when the Methodist Church in Corinne was turned over to the city, the city should have sold the property. Instead, the citizens bore the financial burden. She said the county has given funds from the tourism grants . The church is not completed and is a money pit. It is not the proper role of the government and she opposes the tourism tax grants. She spoke about the presentation of the bookmobile and reiterated that 74% of people do not use the bookmobile program and asked why they have to pay for the bookmobile program.

**Tim Munns of Snowville** stated he was contacted about the ag protection on the agenda. He said when he talks to others about zoning he hears them say they do not want government overreach. He stated that unzoned property is wide open and the unincorporated areas should be zoned to protect us. He said he was in favor if the Commission zoned the unincorporated areas as agriculture. He stated he is in favor of the bookmobile.

**Ricky Hansen** said a few years back he came to a Commission meeting and talked about drain lines. He said drain lines go through their farm and there is a subdivision just north of him and he knows of at least one home that was built on top of a drain line. He said he wasn't sure there were enough checks and balances to prevent things like that. He spoke about zoning and how things done in one area may affect him downstream. He said to look at the ag protection and he is glad they want to have a meeting.

**Sam McMurdie** said he has a concern with the construction going on within the county. He said having a meeting to talk about the Ag protection Area issue is a good idea. He said he thinks the perk tests are failing. He worries about people having invested in a huge home, yet not enough testing is done to prevent problems. He feels that ag protections help protect property owners.

**Drew Anderson of Bothwell** stated that Ag Protections are a big issue and he is glad the Commissioners want to talk as a group. He said with construction and the building of subdivisions, there is concern regarding the sewer coming down. He said the county should look at their policies and require more acreage to build in the county. Growth is coming, but there is a way to control it. We need to get ahead of the growth.

#### **WARRANT REGISTER – COMMISSIONERS**

The Warrant Register was signed and the following claims were approved: Claim numbers 126604 through 126608 with voided claim number 126516 in the amount of \$8,774.84 and claim numbers 126522 through 126603 with voided claim numbers 126196, 126117, 126253, 126224, 126397, and 126443 in the amount of \$1,080,422.88.

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

Employee Name:	Department:	Change:	Effective Date:
CRAGUN, BRYSON	WEED DEPARTMENT	NEW HIRE	4/28/2025
CRAGUN, BRYSON	WEED DEPARTMENT	CELL PHONE ALLOWANCE	4/28/2025
WARNER, BRIGHAM	WEED DEPARTMENT	NEW HIRE	4/28/2025
WARNER, BRIGHAM	WEED DEPARTMENT	CELL PHONE ALLOWANCE	4/28/2025
GEE, JEREMY	WEED DEPARTMENT	NEW HIRE	4/28/2025
GEE, JEREMY	WEED DEPARTMENT	CELL PHONE ALLOWANCE	4/28/2025
NELSON, AMMON	WEED DEPARTMENT	NEW HIRE	5/5/2025
NELSON, AMMON	WEED DEPARTMENT	CELL PHONE ALLOWANCE	5/5/2025
MARSHALL, KELTON	WEED DEPARTMENT	NEW HIRE	5/12/2025
MARSHALL, KELTON	WEED DEPARTMENT	CELL PHONE ALLOWANCE	5/12/2025
MALONE, CALEB	WEED DEPARTMENT	NEW HIRE	5/5/2025
MALONE, CALEB	WEED DEPARTMENT	CELL PHONE ALLOWANCE	5/5/2025
SIMMONS, EMMA	WEED DEPARTMENT	NEW HIRE	5/5/2025
SIMMONS, EMMA	WEED DEPARTMENT	CELL PHONE ALLOWANCE	5/5/2025
BILLS, COLBY	SHERIFF'S OFFICE	NEW HIRE	5/5/2025
JONES, KENDAL	FAIRGROUNDS	REHIRE	5/5/2025
BARFUSS, SANDRA	SHERIFF'S OFFICE	COMPENSATION CHANGE	5/10/2025
CROCKETT, HANNAH	JUSTICE COURT	SEPARATION	5/1/2025
RAMIREZ, RICHARD	ROAD DEPARTMENT	REHIRE	5/6/2025
JAQUES, JACOB	LANDFILL	NEW HIRE	5/20/2025
WEAVER, SHANE	ATTORNEY'S OFFICE	VOLUNTEER	5/14/2025
HURST, TESSI	ATTORNEY'S OFFICE	VOLUNTEER	5/14/2025
ANDERSON, ALAN	FIRE	VOLUNTEER	5/14/2025
McBRIDE, ANDREW	FIRE	VOLUNTEER	5/14/2025
HARRINGTON, STEVEN	FIRE	VOLUNTEER	5/14/2025
JOHNSON, ROBERT	FIRE	VOLUNTEER	5/14/2025
McBRIDE, CARL	FIRE	VOLUNTEER	5/14/2025
NORR, AMANDA	FIRE	VOLUNTEER	5/14/2025
GRANGER, AUSTIN	FIRE	VOLUNTEER	5/14/2025
SLOCUM, CHRIS	FIRE	VOLUNTEER	5/14/2025
MARBLE, DALE	FIRE	VOLUNTEER	5/14/2025
THOMPSON, ELDON	FIRE	VOLUNTEER	5/14/2025
JENSEN, DEWEY	FIRE	VOLUNTEER	5/14/2025

RICHARDS, CODY	FIRE	VOLUNTEER	5/14/2025
TISHER, ADAM	FIRE	VOLUNTEER	5/14/2025
McBRIDE, CODY	FIRE	VOLUNTEER	5/14/2025
NELSON, DANIEL	FIRE	VOLUNTEER	5/14/2025
FUHRIMAN, DOUGLAS	FIRE	VOLUNTEER	5/14/2025
STEELE, DUNCAN	FIRE	VOLUNTEER	5/14/2025
MUNNS, JAMES	FIRE	VOLUNTEER	5/14/2025
MORGAN, JARED	FIRE	VOLUNTEER	5/14/2025
JARROW, JEFFREY	FIRE	VOLUNTEER	5/14/2025
RHEES, JOSHUA	FIRE	VOLUNTEER	5/14/2025
CHRISTENSEN, NATHAN	FIRE	VOLUNTEER	5/14/2025
STOCK, TEAGEN	FIRE	VOLUNTEER	5/14/2025
OLDS, ZACHARY	FIRE	VOLUNTEER	5/14/2025
ELLSWORTH, WYATT	Attorney's Office	VOLUNTEER	5/14/2025
SCADDEN, DAKOTA	LANDFILL	New Hire	5/07/2025
LOGHRY, ASHLIE	FIRE	SEPARATION	5/01/2025
NICHOLLS, DAVID	SHERIFF	TRANSFER	6/1/2025
BLANTHORN, TAWNIE	WEED DEPARTMENT	CELL PHONE ALLOWANCE	4/14/2025

### 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 6:23 p.m. a motion was made by Commissioner Perry to move into a closed session. The motion was seconded by Commissioner Vincent and unanimously carried.

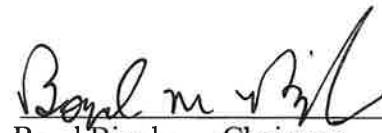
**MOTION:** At 6:32 p.m. a motion was made by Commissioner Perry to reconvene into regular commission meeting. Commissioner Vincent seconded the motion. The motion carried unanimously and regular commission meeting was reconvened.

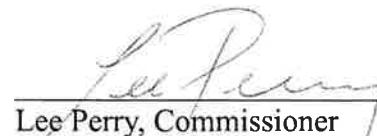
### ADJOURNMENT

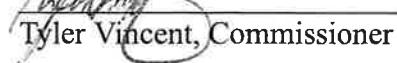
A motion was made by Commissioner Vincent to adjourn. Commissioner Perry seconded the motion, and the meeting adjourned at 6:33 p.m.

County Commission Meeting for May 14, 2025

**ADOPTED AND APPROVED** in regular session this 28th day of May 2025.

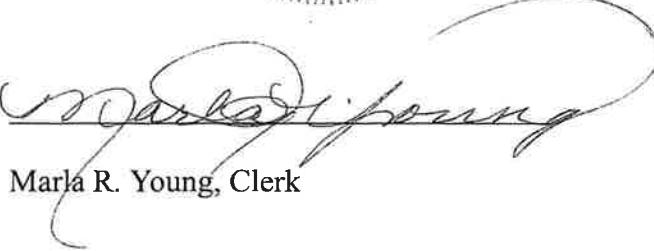
  
\_\_\_\_\_  
Boyd Bingham, Chairman

  
\_\_\_\_\_  
Lee Perry, Commissioner

  
\_\_\_\_\_  
Tyler Vincent, Commissioner

ATTEST:



  
\_\_\_\_\_  
Marla R. Young, Clerk

## **AGENDA**

**NOTICE:** *Public notice is hereby given that the Box Elder County Board of County Commissioners will hold an Administrative/Operational Session commencing at 4:45 P.M. and a regular Commission Meeting commencing at 5:00 P.M. on Wednesday May 14, 2025 in the Commission Chambers of the Box Elder County Courthouse, 01 South Main Street, Brigham City, Utah. Please be advised that a member of the Board of Commissioners may not be present at the upcoming meeting in person, but may participate via phone or other electronic means.*

**1. ADMINISTRATIVE / OPERATIONAL SESSION**

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

**2. CALL TO ORDER 5:00 P.M.**

- A. Invocation Given by:Commissioner Vincent
- B. Pledge of Allegiance Given by: County Assessor Kory Wilde
- C. Approve Minutes from April 23, 2025

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

**4. FORMER AGENDA ITEMS**

**5. EMERGENCY MANAGEMENT ISSUES**

**6. ARPA/LATCF**

**7. PUBLIC INTERESTS / PRESENTATIONS / CONCERNS**

- A. 5:08 Library Access Survey-Heather Crockett

**8. ATTORNEY'S OFFICE**

- A. 5:13 Memorandum of Agreement #25-33 with Department of Public Safety for Grant Funding to Provide Mental Health Counselling for First Responders-Stephen Hadfield

**9. AUDITOR'S OFFICE**

- A. 5:15 Waiver of Past Fees, Interest, and Penalties for Centrally Assessed Properties Accounts S0085851 and S0035241-Shirlene Larsen

**10. COMMISSIONERS**

- A. 5:17 Requesting Use of Courthouse Grounds on June 14, 2025 for the Box Elder Strong Together 5K-Tara Roche
- B. 5:19 Bear River Health Department to Present Annual Report-Estee Hunt and Jordan Mathis

- C. 5:29 Box Elder County has Selected Rob Bishop, Chris Marx, and Trudi Hatch to Serve on the Box Elder Judicial Nominating Commission, with Chris Marx to Serve as the County's Appointee on Other Cities Within Box Elder County's Judicial Nominating Commissions-Commissioner Perry
- D. 5:31 Participation in the 47G Defense and Aerospace Group-Commissioner Perry
- E. 5:33 Appoint the IT Director Position as the County's Privacy Chief Administrative Officer to Comply with Recent State Law Updates-Anne Hansen
- F. 5:35 Final Decision on an Employment Action Appeal for B.N., Based on the Recommendation of Mr. Richard Catten, the Administrative Law Judge, who Oversaw the Appeal Hearing-Anne Hansen

## **11. COMMUNITY DEVELOPMENT**

- A. 5:37 Ordinance 621 - Chapter 5-2: Off-Street Parking & Loading Text Amendments-Scott Lyons
- B. 5:39 Subdivision Improvement Agreement #25-25 for the Cedar Ridge Subdivision Phase 2-Scott Lyons
- C. 5:41 Request for Approval of Improvement Agreement #25-26 for the Kay Meadows Subdivision-Scott Lyons
- D. 5:43 State Water Grant Contract #25-34-Scott Lyons
- E. 5:45 Pending Ordinance - Agriculture Protection Areas-Scott Lyons

## **12. BUILDINGS & GROUNDS**

- A. 5:47 Award HVAC Contract-Codey Illum

## **13. WEED DEPARTMENT**

- A. 5:50 Appoint Rhett Munns' to the Weed Board-Wyatt Freeze

## **14. SHERIFF'S OFFICE**

- A. 5:52 Renewal of Forest Service Agreement #25-32 with Box Elder County Sheriff's Office-Kevin Potter
- B. 5:55 Repeal of Ordinance #204 (Spotlighting in Box Elder County by Permit Only) Necessitated by Recent Legislation-Stephen Hadfield

## **15. HUMAN RESOURCES**

- A. 5:57 Authorize HR Manager to sign Insurance Broker Contracts #25-27 through #25-31-Jenica Stander
- B. 5:59 Landfill Weekend Differential Pay Policy-Jenica Stander
- C. 6:01 Travel Policy Updates-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**

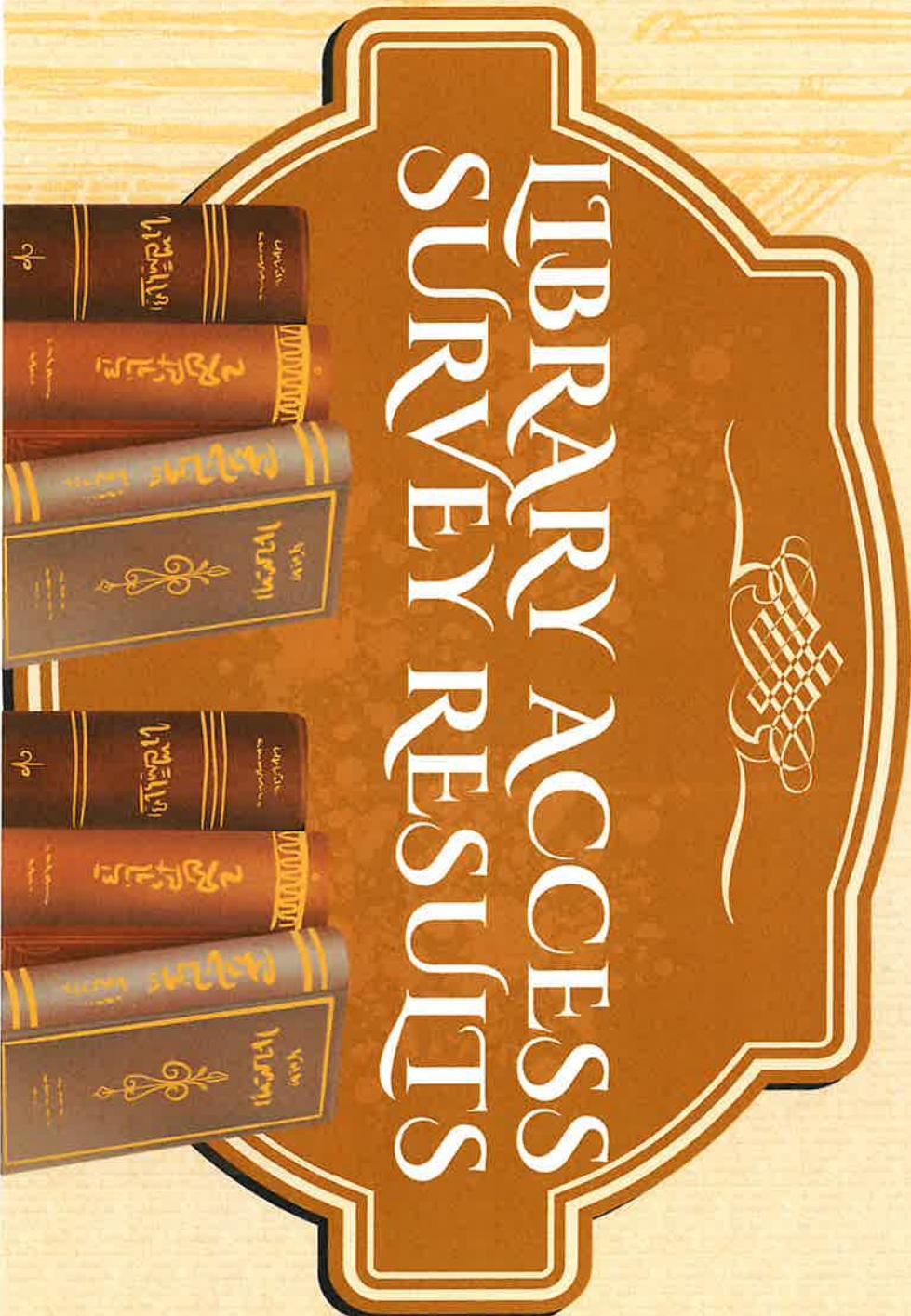
Prepared and posted this 9th day of May, 2025. Mailed to the Box Elder News Journal and the Leader on the 9th of May, 2025. These assigned times may vary depending on the length of discussion, cancellation of scheduled agenda times and agenda alteration. Therefore, the times are estimates of agenda items to be discussed. If you have any interest in any topic you need to be in attendance at 5:00 p.m.

A handwritten signature in black ink, appearing to read "Marla R. Young".

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.



# LIBRARY ACCESS SURVEY RESULTS



United Way of  
Northern Utah

# 153 RESPONSES

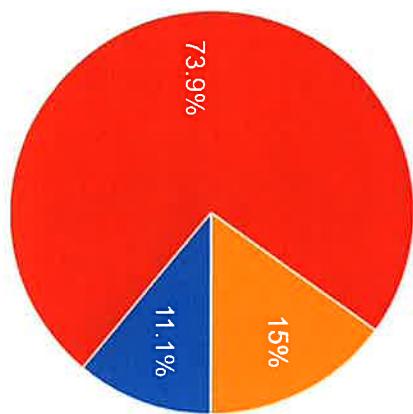
United Way  
United Way of Northern Utah



# DO YOU CURRENTLY USE THE BOOKMOBILE SERVICE THAT VISITS OUR AREA EVERY TWO WEEKS?

Do you currently use the Bookmobile service that visits our area every two weeks?  
153 responses

- Yes
- No
- Occasionally

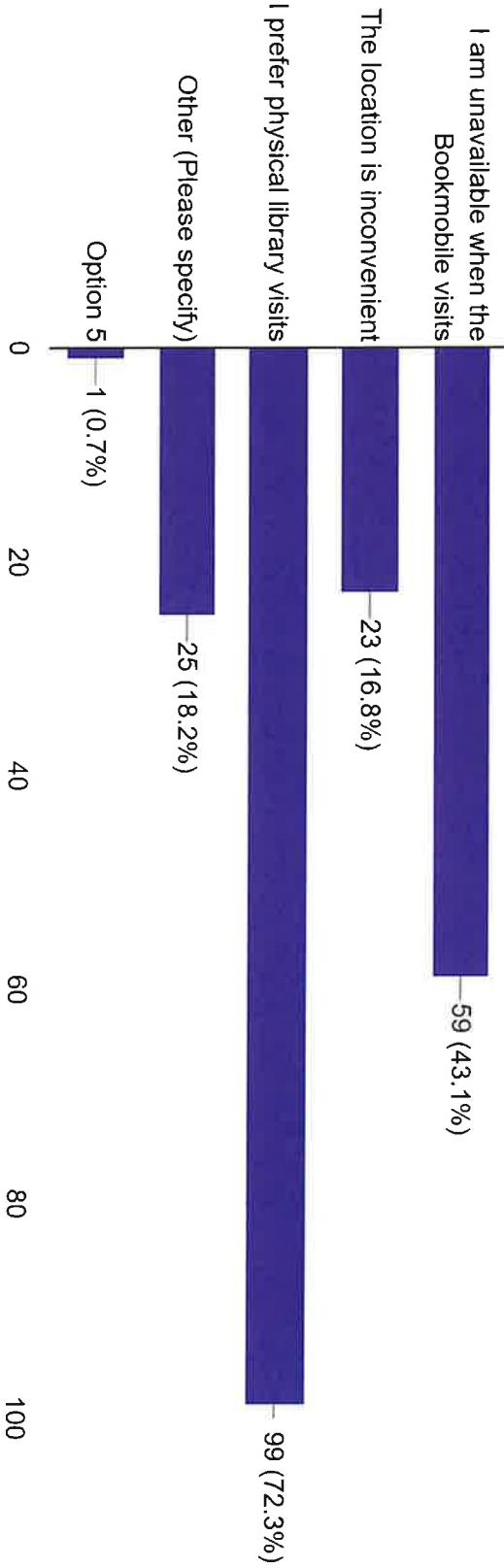


United Way  
Northern Utah



If you don't currently use the Bookmobile, what prevents you from accessing the books? (Select all that apply)

137 responses



United Way  
Northern Utah

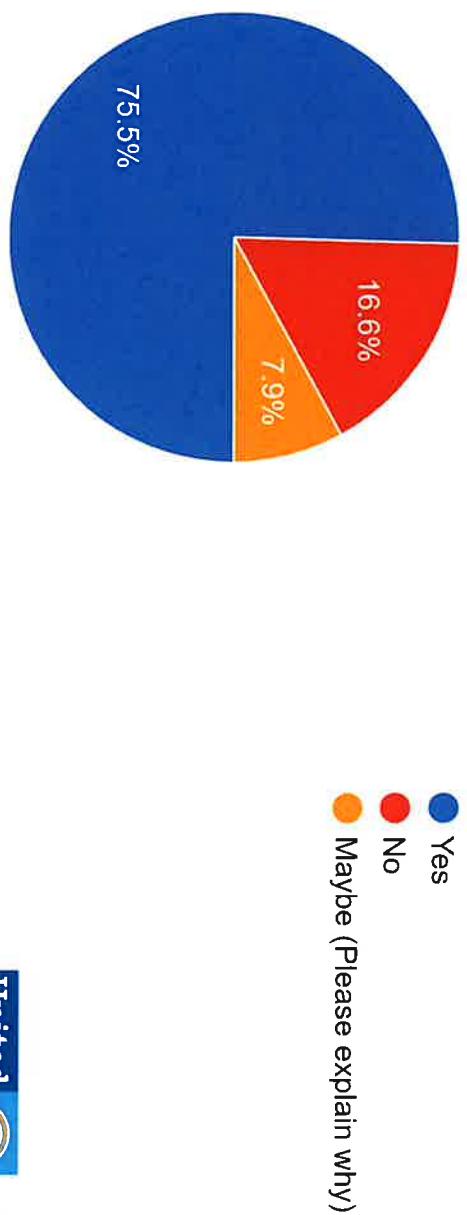
How important do you think it is for children in outlying areas (ages 0-5) to have access to check out library books?

151 responses



United Way of  
Northern Utah

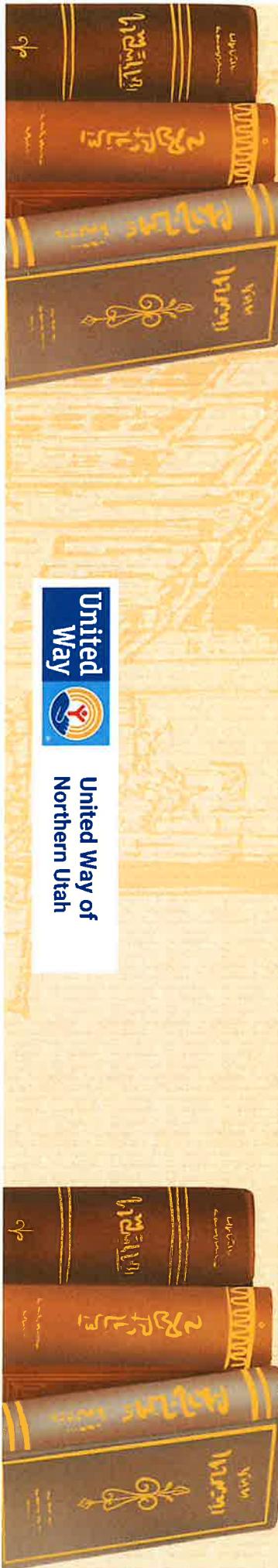
Would you consider the lack of access to the full Brigham City Library service to be an issue for you personally?  
151 responses



When my family and I go to the library for public events we have not been able to check out items at the library. This has been an issue for my younger children because we will go to story time and then read books in the children's area and we've wanted to check things out but the fee prevented us from doing so.

**My older children are not available when the Bookmobile is around so it's hard for them to get books, there's been a bunch of times where the Bookmobile couldn't come because of holidays or we weren't available right at that time and it's just hard to go if you miss your day. Also, there's kind of a lot of breaks where they aren't actually open for 45 minutes in the middle of the day.**

It is very fun and special to actually visit the library with the little ones, especially when I recount my own experiences of going to library to do homework, group projects or simply see what is new. Its really discouraging to go and not even be able to borrow a book. The book mobile is a great idea in practice but not as reliable or convenient in compare to an actual library. Many times the available options in the book mobile isn't as extensive and it doesn't offer as many options when trying to find a new book to enjoy. Brigham is the closest town to me and more often than not the most accessible to me.



United Way  
Northern Utah

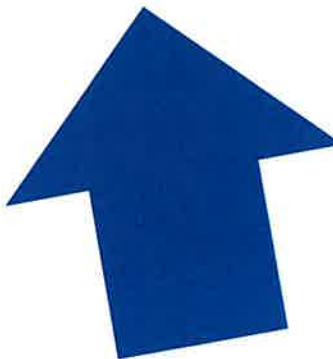
Would you be willing to pay an additional property taxes per year to provide library card access for children ages 0-5 in outlying areas?

150 responses

47.3%

52.7%

Yes  
No



United Way of  
Northern Utah

I would prefer to have a county library system rather than a city library. It's worth it to have access to as many books as possible for as many people as possible.

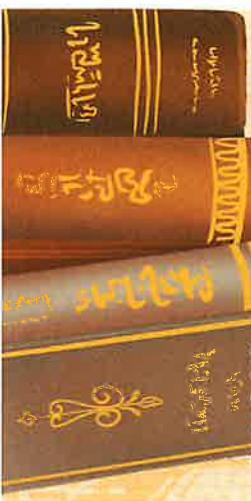
## All children need free access to books!!

I don't understand how this can even be an issue or a question. Provide access for children to read!

Taxes are already paid and are too high. Just open it up to the residents.

Last answer depends on the cost. Libraries should be accessible to everyone, including the elderly. It is a beautiful library and we quit going years ago because of the cost. It was less expensive to go to the Ogden libraries so we would pay the fee and go to Ogden to get books when we would go shopping or to appointments. My kids are grown up? The bookmobile comes while I am working, so I don't have access to it.

I would be willing to pay an additional property tax but I would want the same benefit as Brigham. I would want to be able to myself (as the parent) and for all of my children to have unlimited access to as many books as is aloud. If Brigham pays a tax and gets those benefits then I would want the same for a tax.



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Northern Utah





- Current population of Brigham City is 20,158
- Brigham City library currently has 6,460 cards for residents
- This means about 31% of residents have cards



United Way  
Northern Utah

- Current budget of the Brigham City Library
  - Property taxes brought in \$969,378
  - Total budget using reserves \$1,013,364

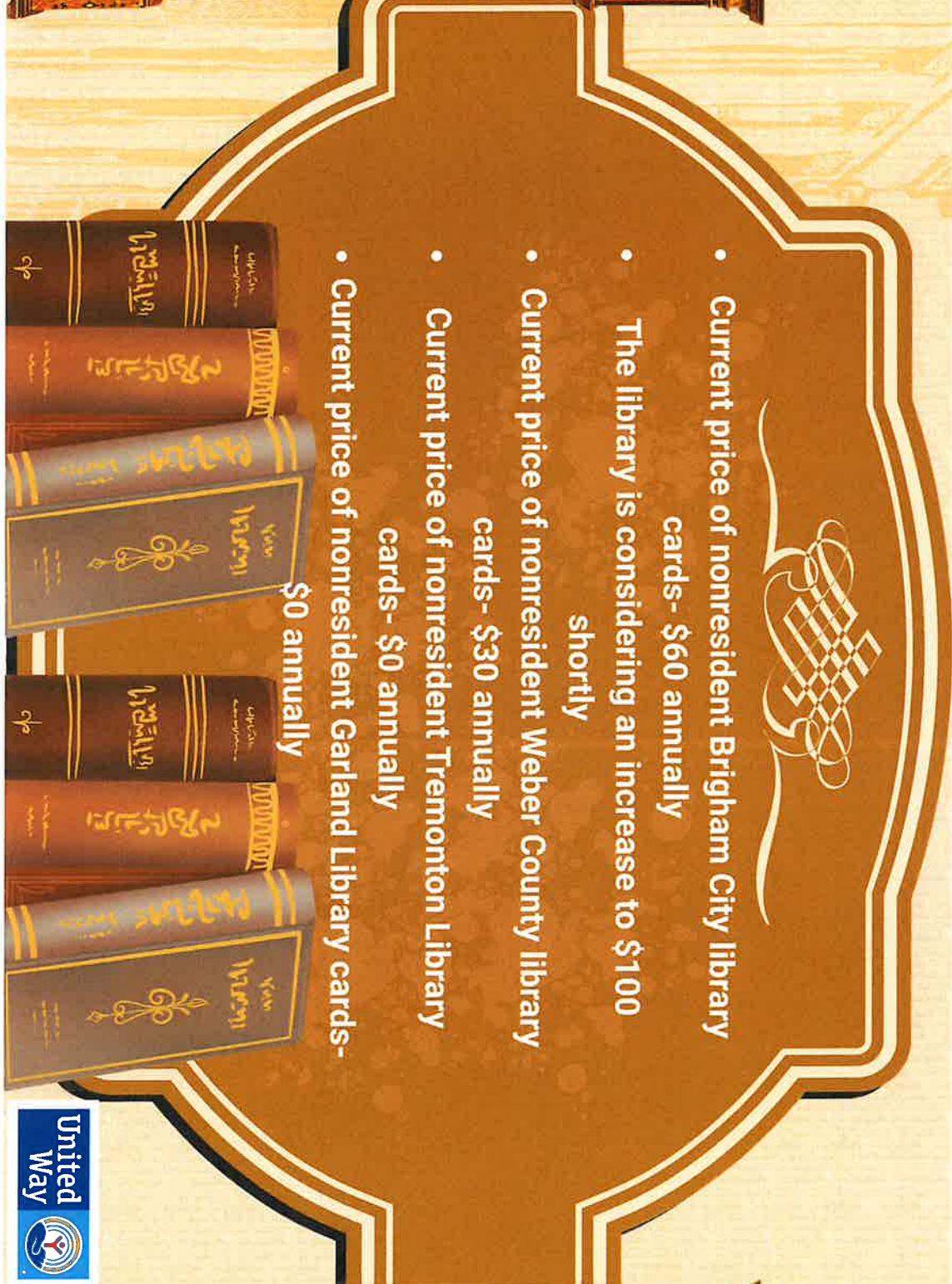
- Current budget of the Bookmobile
  - \$491,888

- Budget needed to expand to bookmobile areas- \$319,000 (about  $\frac{1}{3}$  of current

**budget of Brigham City Library**)



United  
Way  
Northern Utah



- Current price of nonresident Brigham City library cards- \$60 annually
- The library is considering an increase to \$100 shortly
- Current price of nonresident Weber County library cards- \$30 annually
- Current price of nonresident Tremonton Library cards- \$0 annually
- Current price of nonresident Garland Library cards- \$0 annually

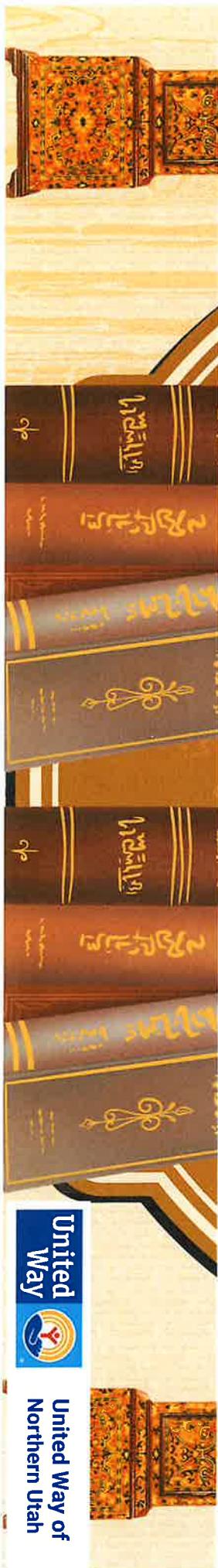


United Way of  
Northern Utah

- Current rate of property taxes for the library for Brigham City residents  
**0.000459%**
- Current rate of property taxes for the Bookmobile areas  
**0.000117%**
- Proposed rate for every county resident  
**0.0002889671%**



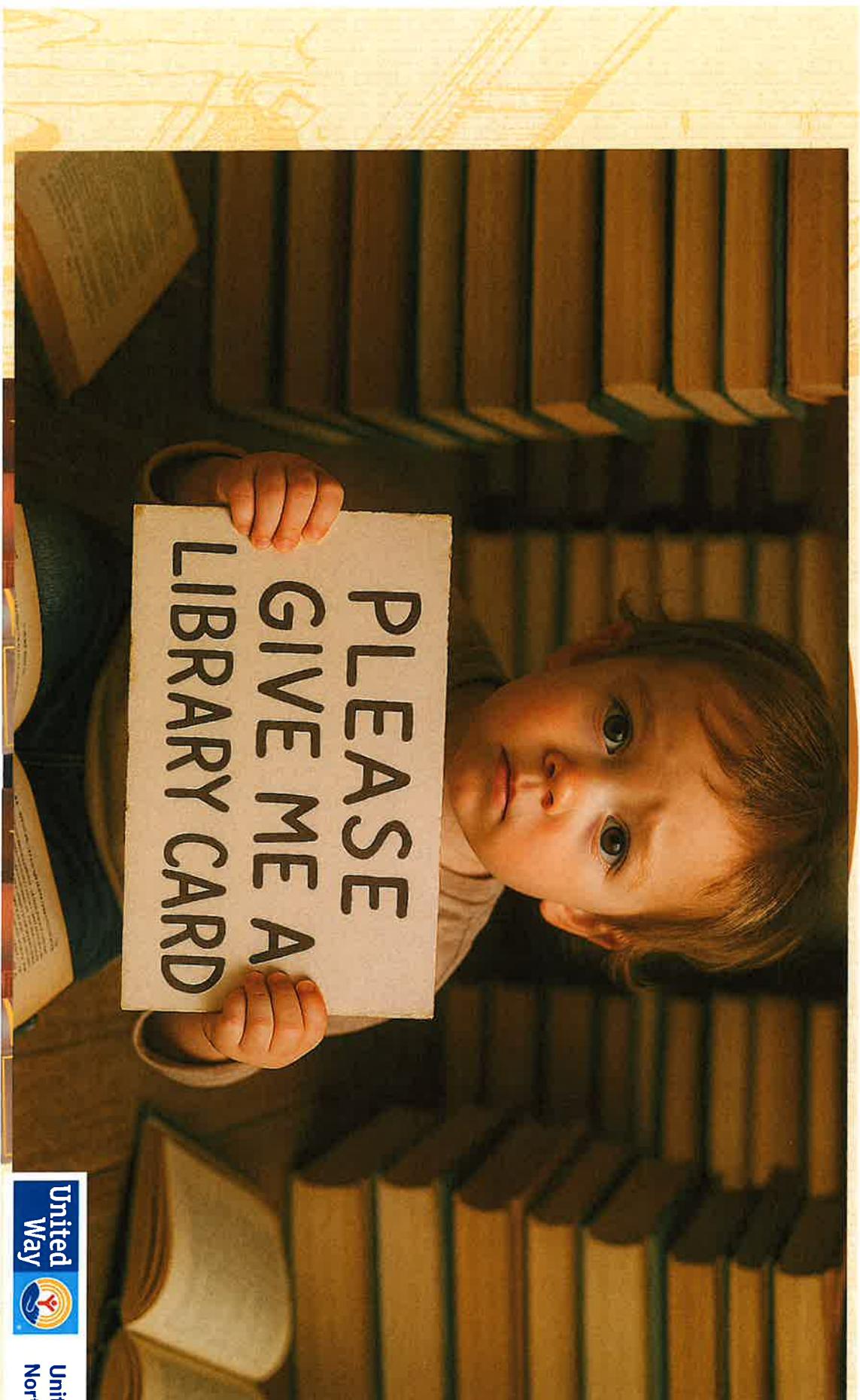
United Way  
Northern Utah



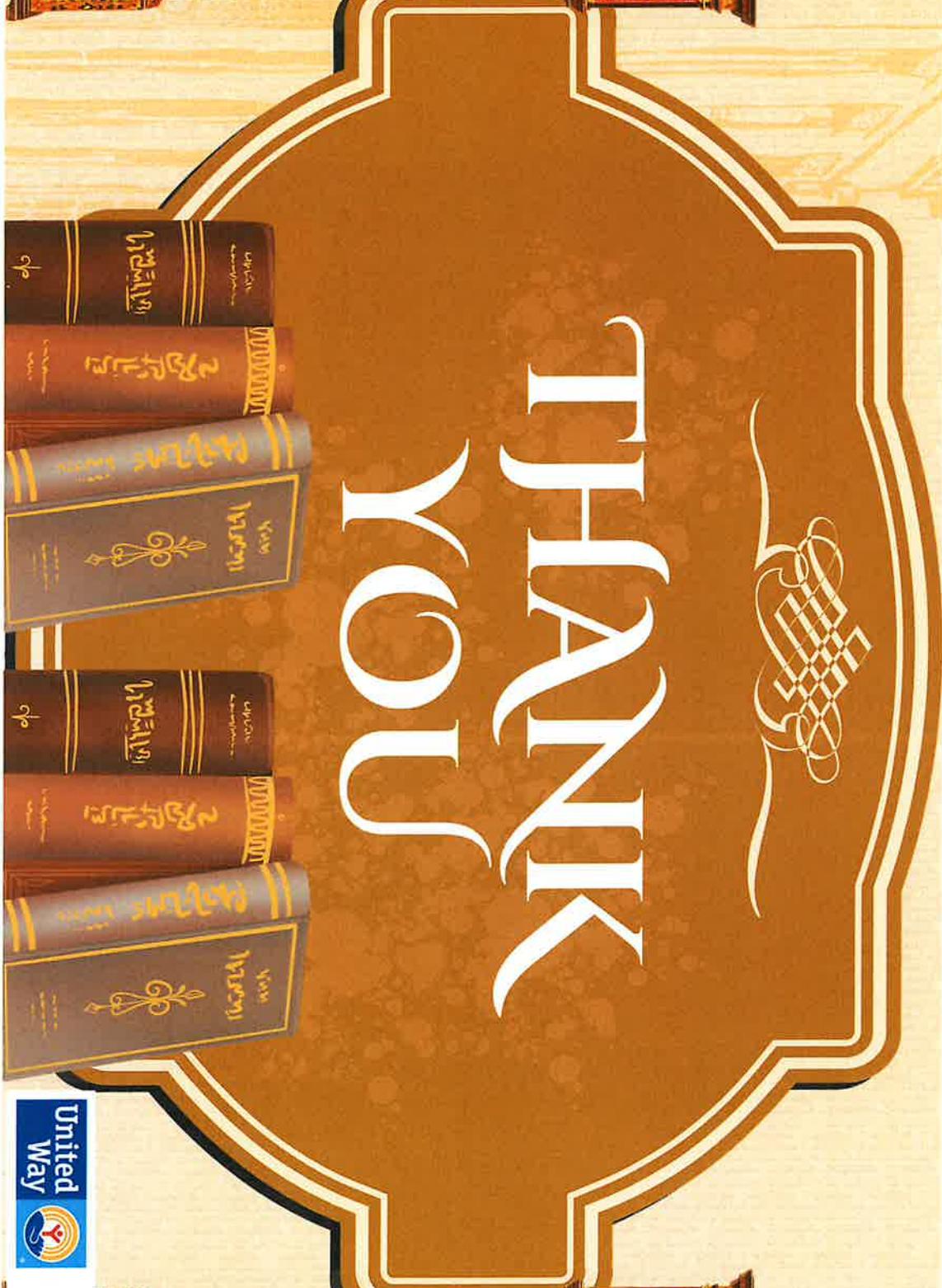
City	Estimated Households	Current Bookmobile Tax Rate	Current Brigham City Library Tax Rate	Proposed county wide rate	Average price of a home	Current Price	Proposed Price
Perry	1,373	0.000117	0.000459	0.000288	9671	\$475,000	55.56
Willard	600				\$475,000	55.56	\$137
Honeyville	358				\$425,000	49.74	\$123
Corrine	334				\$375,000	43.86	\$108
Mantua	218				\$525,000	61.43	\$152
<b>Total</b>	<b>2,883</b>						



United Way  
Northern Utah



United Way of  
Northern Utah



THANK  
YOU



United Way  
Northern Utah



Department of Public Safety

25-33

JESS L. ANDERSON  
*Commissioner*

State of Utah

SPENCER J. COX  
*Governor*

DEIDRE M. HENDERSON  
*Lieutenant Governor*

## MEMORANDUM OF AGREEMENT

This Memorandum of Agreement (MOA) is entered by and between Box Elder County Attorney's Office/ Children's Justice Center (Recipient Entity) and the State of Utah, Department of Public Safety (DPS), stating the obligations that govern the award of state funds granted to the Recipient Entity from state funding received pursuant to House Bill 23 "First Responder Mental Health Service Amendments" passed in the 2022 General Legislative Session.

### PURPOSE

This MOA is to implement the provisions of Utah Code Ann. §§ 53-21-103, which allows DPS to award grants to first responder agencies to assist with the costs of providing mental health resources to first responders.

### AGREEMENT

Therefore the Parties agree to this MOA as follows:

- a. DPS shall issue a check to Recipient Entity in the amount of \$141,450.
- b. The Recipient Entity agrees to:
  - 1) use the awarded resources only in the manner set forth in Section 53-21-103;
  - 2) maintain records for five years sufficient to show how the funding is used;
  - 3) cooperate with the committee (awarding committee) created under Administrative Rule R714-570-10 if and when the committee determines it is necessary to audit agency records, and evaluate use of the funding; and
  - 4) provide a quarterly report to the committee that includes:
    - (a) the amount of grant funding awarded to the agency;
    - (b) the amount of grant funding expended by the agency, and the purposes for which the grant funding was expended;
    - (c) the amount of grant funding not yet expended by the agency;
    - (d) the number of first responders, family members, and retired first responders served; and the types of services provided
  - 5) return the grant funding to DPS if DPS determines that an agency has used grant funding for purposes not specified in Section 53-21-103.

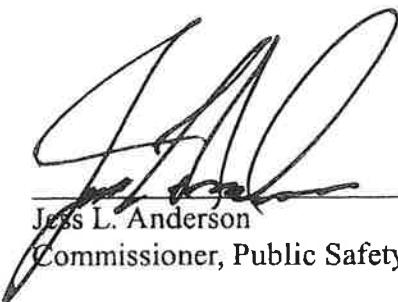
This MOA shall be construed in accordance with the laws of the State of Utah. Each signatory below represents that he/she has the authority to agree to all the terms of this Agreement and bind their respective entity.

This MOA is in effect as of the last date when both signatories have signed this document. This MOA remains in effect until all funds have been spent by Recipient Entity, and a final report is received by DPS.

**IN WITNESS WHEREOF.**

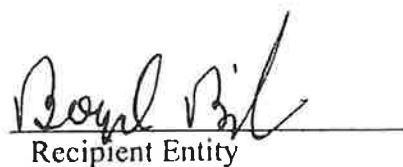
**DEPARTMENT OF PUBLIC SAFETY**

**RECIPIENT ENTITY**



Jess L. Anderson  
Commissioner, Public Safety

5/12/2025  
Date



Royal B.  
Recipient Entity

5-14-2025  
Date

**ORDINANCE NO. 621**

**AN ORDINANCE OF BOX ELDER COUNTY AMENDING THE TEXT TO CHAPTER 5-2,  
OFF-STREET PARKING & LOADING, IN THE BOX ELDER COUNTY LAND USE  
MANAGEMENT & DEVELOPMENT CODE.**

**WHEREAS**, a proposal has been made to amend the text to Chapter 5-2, Off-Street Parking & Loading, in the Box Elder County Land Use Management & Development Code; and

**WHEREAS**, the Box Elder County Planning Commission scheduled a public hearing on the proposal to amend the text of the Box Elder County Land Use Management & Development code and provided a Class B notice in accordance with Section 2-2-050(B) of the Box Elder County Land Use Management and Development Code and Section 63G-30-102 of the Utah Code; and

**WHEREAS**, the Box Elder County Planning Commission, after appropriate notice, held a public hearing on April 17, 2025 to allow the general public to comment on this proposed text amendment; and

**WHEREAS**, after providing for public comment from the general public, the Box Elder County Planning Commission has found and determined that the proposed text amendment is in conformity with the General Plan of Box Elder County, that the uses allowed by the proposed change are harmonious with the overall character of the existing development in the vicinity of the property, that it will not adversely affect adjacent properties, that the facilities and services intended to serve property are adequate, and will provide for the health, safety, and general welfare of the public and protect the environment; and

**WHEREAS**, based upon these findings, the Box Elder County Planning Commission has recommended that the Box Elder County Commission amend the text as has been requested; and

**WHEREAS**, the Box Elder County Commission, after appropriate notice, held a public meeting on May 14, 2025, to review and discuss this proposed amendment; and

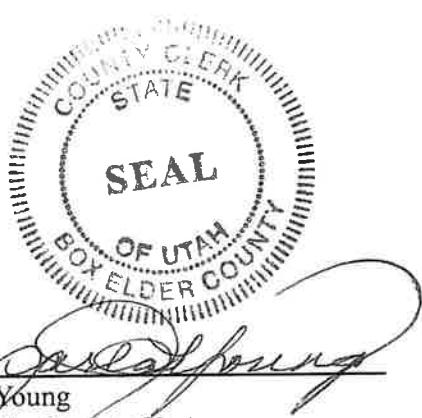
**WHEREAS**, after reviewing and discussing, the Board of County Commissioners of Box Elder County, Utah finds that the amendment to the text as set forth in Exhibit B is in conformity with the General Plan of Box Elder County, that the uses allowed by the proposed change are harmonious with the overall character of the existing development in the vicinity of the property, that it will not adversely affect adjacent properties, that the facilities and services intended to serve property are adequate, and that it will be in the best interest of and promote the health, safety and general welfare of the residents of Box Elder County;

**NOW THEREFORE**, the County legislative body of Box Elder County ordains as follows:

**SECTION 1: Ordinance Text Amendment**. Amending the text to Chapter 5-2, Off-Street Parking & Loading, in the Box Elder County Land Use Management & Development Code is hereby amended to read in its entirety as set forth in Exhibit A.

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

May PASSED, ADOPTED AND A SYNOPSIS ORDERED PUBLISHED this 14<sup>th</sup> day of 2025, by the Board of County Commissioners of Box Elder County, Utah,



Attest:

Marla Young  
Marla Young  
Box Elder County Clerk

Commissioner Bingham  
Commissioner Perry  
Commissioner Vincent

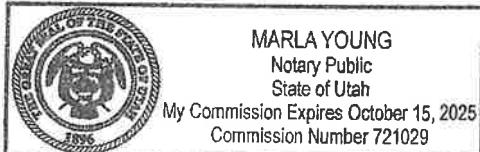
Voting aye  
Voting aye  
Voting aye

Boyd Bingham  
Box Elder County Commission Chair

State of Utah )  
.ss )  
County of Box Elder )

On this 14<sup>th</sup> day of May, 2025, personally appeared before me, the undersigned notary public, Boyd Bingham, whose identity is personally known to me (or proved on the basis of satisfactory evidence) and who by me duly sworn (or affirm), did say he is the **Commission Chairman for Box Elder County** and said document was signed by him in behalf of said Corporation and acknowledged to me that said Corporation executed the same.

My Commission Expires: Oct. 15, 2025



Marla Young  
Notary Public

## EXHIBIT A

### **Chapter 5-2 – Off-Street Parking Requirements**

#### Box Elder County Zoning Ordinance

#### **Sections.**

- 5-2-010. Off-Street Parking Required.
- 5-2-020. Size of Parking Space.
- 5-2-030. Access to Individual Parking Space.
- 5-2-040. Number of Parking Spaces Required.
- 5-2-050. Access Requirements.
- 5-2-060. Maintenance of Parking Lots.
- 5-2-070. Location of Off-Street Parking.

#### **5-2-010. Off-Street Parking Required.**

At the time any building or structure is erected or enlarged or increased in capacity or any use is established, there shall be provided off-street parking spaces for automobiles in accordance with the following requirements; nonetheless, sufficient parking shall be provided off street to avoid the necessity of parking on the street except for certain areas designated by the County where off-street parking requirements cannot be met by past development and redevelopment and there are other programs in effect to mitigate the parking problem.

#### **5-2-020. Size of Parking Space.**

The dimensions of each off-street parking space, exclusive of access drives or aisles, shall be at least nine (9) feet by twenty (20) feet for diagonal and ninety-degree spaces; and nine (9) feet by twenty-two (22) feet for parallel spaces.

#### **5-2-030. Access to Individual Parking Space.**

Except for single-family and two-family dwellings, direct access to each parking space shall be from a private driveway and not from a public street. All parking spaces shall have independent access not blocked by another parking space or other obstacle.

#### **5-2-040. Number of Parking Spaces Required.**

- A. When calculating the floor area of a building to establish parking requirements, reasonable reductions for hallways, closets & storage space, restrooms, kitchens and mechanical equipment may be deducted.
- B. **Business or Professional Offices:** One parking space for each two hundred (200) square feet of net usable or leasable floor area.
- C. **Churches with Fixed Seating:** One parking space for each three and one-half (3.5) fixed seats, or one parking space for each seven (7) feet of linear pew, whichever is greater.
- D. **Churches without Fixed Seats, Sports Arenas, Auditoriums, Theaters, Assembly Halls, Meeting Rooms:** One parking space for each three (3) seats of maximum seating capacity.
- E. **Dwellings:** Two parking spaces for each dwelling unit.
- F. **Event Center:** one space for each 3 persons, based on occupancy as determined by the architect, or one space per 100 sq. ft. of the building, whichever is greater.
- G. **Furniture and Appliance Stores:** One parking space for each six hundred (600) square feet of floor area.
- H. **Hospitals and Clinics:** Two parking spaces for each bed, and/or examining room.
- I. **Hotels, Motels, Motor Hotels:** One space for each living or sleeping unit, plus parking space for all accessory uses as herein specified.
- J. **Nursing Homes:** Four parking spaces, plus one (1) space for each five (5) beds.
- K. **Restaurants, Taverns, Private Clubs, and all other similar dining and/or drinking establishments:**
  - 1. One parking space for each three and one-half (3.5) seats or 1 parking space for each 100 square feet of floor area, whichever is greater.
  - 2. In addition, drive-in facilities shall provide stacking area for at least six (6) cars in a drive through lane.
- L. **Retail Stores:**
  - 1. One parking space for each hundred (100) square feet of retail floor space.
  - 2. In addition, convenience stores which sell gasoline shall provide stacking area for six (6) cars in lanes serving the gas pumps, which stacking area may be considered to help fulfill basic parking requirements.
- M. **Wholesale Establishments, Warehouses, Manufacturing Establishments and All Industrial Uses:** One (1) space per 500 gross square feet or one (1) space for each employee projected for the highest employment shift, whichever is higher.

- N. **Shopping Center or other groups of uses not listed above:** One parking space for each one hundred and fifty (150) square feet of total floor space.
- O. **All Other Uses not listed above:** Will be determined based on the nearest comparable use standards by the Zoning Administrator. Sufficient parking should be provided to ensure:
  - 1. maximum utilization of the facilities on site will not unduly impose on neighbors rights in the vicinity;
  - 2. that in the future if there is a change of use that the parking is adequately related to the site so that a new use has a reasonable chance to provide satisfactory parking;
  - 3. where the precise parking standards are not known or have proven unsatisfactory in other instances that care is given in the analysis of the parking requirements of the site and its proposed use to ensure a reasonable number of parking spaces that cannot become an excuse for failure of the use on the site to perform its function properly; and
  - 4. the intent of minimum parking requirements is that normal or competitive functions are not to be curtailed due to lack of sufficient parking and therefore the use or function of the principal user of the site fails or otherwise deteriorates.

## **5-2-050. Access Requirements**

Adequate ingress and egress to and from all uses shall be provided as follows:

- A. **Residential Lots.** For each residential lot not more than 1 access driveway which shall be a maximum of 20 feet wide at the street lot line, except lots with a frontage greater than 100 feet have the option to provide two (2) access driveways each up to twelve (12) feet wide for circular driveways and other special type circulation and parking.
- B. **Other than Residential Lots.** Access shall be provided to meet the following requirements:
  - 5. Not more than two (2) driveways shall be used for each one hundred (100) feet of frontage on any street.
  - 6. No two of said driveways shall be closer to each other than twelve (12) feet, and no driveway shall be closer to a side property line than three (3) feet.
  - 7. Each driveway shall be not more than thirty-five (35) feet wide, measured at right angles to the center line of the driveway, except as increased by permissible curb return radii. The entire flare of any return radius shall fall within the right-of-way.

8. No driveway shall be closer than fifty (50) feet to the point of intersection of two property lines at any corner as measured along the property line, and no driveway shall extend across such extended property line.
9. On a street where there are no curbs and gutters, all driveways shall be well marked and protection provided the entire length of the frontage exclusive of the driveways as per approved plans.

## **5-2-060. Maintenance of Parking Lots.**

Every parcel of land used as a public or private parking lot shall be developed and maintained in accordance with the following requirements:

- A. Surfacing**
  1. Each off-street parking lot in the R-1-20 Zone shall be surfaced with an asphaltic or Portland cement or other binder pavement and permanently maintained so as to provide a dustless surface. All other Zoned and Un-Zoned areas may have a gravel surface parking lot with a Mag-Chloride mixture being applied at least once per year.
  2. The parking area shall be so graded as to dispose of all surface water.
  3. If such water is to be carried to adjacent streets, it shall be piped under sidewalks.
  4. Each parking spot shall be marked with clearly delineated lines and shall be restriped when fading.
- B. Screening.** In the R-1-20 Zone, the sides and rear of any off-street parking lot which adjoins an area which is to remain primarily residential shall be screened from such area by a masonry wall or solid visual barrier fence not less than four (4) nor more than six (6) feet in height.
- C. Landscaping.** Each parking lot shall be adequately landscaped to comply with a plan approved by the Planning Commission and such landscaping shall be permanently maintained.
- D. Lighting.** Lighting shall conform to Chapter 5-9, Outdoor Lighting Standards of the Box Elder County Land Use Management & Development Code.

## **5-2-070. Location of Off-Street Parking.**

Off-street parking shall not be allowed in required front yard setbacks except in areas where the character of the street and general landscaping plan will not be adversely affected. Landscaping plan and ingress/egress points shall be shown on the site plan.

## EXHIBIT B

### **Chapter 5-2 – Off-Street Parking Requirements**

Box Elder County Zoning Ordinance

#### **Sections.**

- 5-2-010. Off-Street Parking Required.
- 5-2-020. Size of Parking Space.
- 5-2-030. Access to Individual Parking Space.
- 5-2-040. Number of Parking Spaces Required.
- 5-2-050. Access Requirements.
- 5-2-060. Maintenance of Parking Lots.
- 5-2-070. Location of Off-Street Parking.

#### **5-2-010. Off-Street Parking Required.**

At the time any building or structure is erected or enlarged or increased in capacity or any use is established, there shall be provided off-street parking spaces for automobiles in accordance with the following requirements; nonetheless, sufficient parking shall be provided off street to avoid the necessity of parking on the street except for certain areas designated by the County where off-street parking requirements cannot be met by past development and redevelopment and there are other programs in effect to mitigate the parking problem; ~~or as may be required and established by conditional use permit.~~

#### **5-2-020. Size of Parking Space.**

The dimensions of each off-street parking space, exclusive of access drives or aisles, shall be at least nine (9) feet by twenty (20) feet for diagonal and ninety-degree spaces; and nine (9) feet by twenty-two (22) feet for parallel spaces.

#### **5-2-030. Access to Individual Parking Space.**

Except for single-family and two-family dwellings, direct access to each parking space shall be from a private driveway and not from a public street. All parking spaces shall have independent access not blocked by another parking space or other obstacle.

#### **5-2-040. Number of Parking Spaces Required.**

- A. When calculating the floor area of a building to establish parking requirements, reasonable reductions for hallways, closets & storage space, restrooms, kitchens and mechanical equipment may be deducted.
- B. **Business or Professional Offices:** One parking space for each two hundred (200) square feet of net usable or leasable floor area.
- C. **Churches with Fixed Seating:** One parking space for each three and one-half (3.5) fixed seats, or one parking space for each seven (7) feet of linear pew, whichever is greater.
- D. **Churches without Fixed Seats, Sports Arenas, Auditoriums, Theaters, Assembly Halls, Meeting Rooms:** One parking space for each three (3) seats of maximum seating capacity.
- E. **Dwellings:** Two parking spaces for each dwelling unit.
- F. **Event Center:** one space for each 3 persons, based on occupancy as determined by the architect, or one space per 100 sq. ft. of the building, whichever is greater.
- G. **Furniture and Appliance Stores:** One parking space for each six hundred (600) square feet of floor area.
- H. **Hospitals and Clinics:** Two parking spaces for each bed, and/or examining room.
- I. **Hotels, Motels, Motor Hotels:** One space for each living or sleeping unit, plus parking space for all accessory uses as herein specified.
- J. **Nursing Homes:** Four parking spaces, plus one (1) space for each five (5) beds.
- K. **Restaurants, Taverns, Private Clubs, and all other similar dining and/or drinking establishments:**
  - 1. One parking space for each three and one-half (3.5) seats or 1 parking space for each 100 square feet of floor area, whichever is greater.
  - 2. In addition, drive-in facilities shall provide stacking area for at least six (6) cars in a drive through lane.
- L. **Retail Stores:**
  - 1. One parking space for each hundred (100) square feet of retail floor space.
  - 2. In addition, convenience stores which sell gasoline shall provide stacking area for six (6) cars in lanes serving the gas pumps, which stacking area may be considered to help fulfill basic parking requirements.
- M. **Wholesale Establishments, Warehouses, Manufacturing Establishments and All Industrial Uses:** As determined by conditional use permit or by planned unit development requirements, if applicable, or by the Planning Commission, but in no case

less than One (1) space per 500 gross square feet or one (1) space for each employee projected for the highest employment shift, whichever is higher.

N. **Shopping Center or other groups of uses not listed above:** One parking space for each one hundred and fifty (150) square feet of total floor space, ~~or as determined by conditional use permit.~~

O. **All Other Uses not listed above:** As ~~Will be determined by conditional use permit based on the nearest comparable use standards by the Zoning Administrator.~~ Sufficient parking should be provided to ensure:

1. maximum utilization of the facilities on site will not unduly impose on neighbors rights in the vicinity;
2. that in the future if there is a change of use that the parking is adequately related to the site so that a new use has a reasonable chance to provide satisfactory parking;
3. where the precise parking standards are not known or have proven unsatisfactory in other instances that care is given in the analysis of the parking requirements of the site and its proposed use to ensure a reasonable number of parking spaces that cannot become an excuse for failure of the use on the site to perform its function properly; and
4. the intent of minimum parking requirements is that normal or competitive functions are not to be curtailed due to lack of sufficient parking and therefore the use or function of the principal user of the site fails or otherwise deteriorates.

P. ~~It shall be the responsibility of the reviewing body to prepare its analysis of parking requirements in writing and make copies available to the property owner(s)/lessee(s) and other parties of interest, as well as the County Commission.~~

## **5-2-050. Access Requirements**

Adequate ingress and egress to and from all uses shall be provided as follows:

A. **Residential Lots.** For each residential lot not more than 1 access driveway which shall be a maximum of 20 feet wide at the street lot line, except lots with a frontage greater than 100 feet have the option to provide two (2) access driveways each up to twelve (12) feet wide for circular driveways and other special type circulation and parking.

B. **Other than Residential Lots.** Access shall be provided to meet the following requirements:

1. Not more than two (2) driveways shall be used for each one hundred (100) feet of frontage on any street.

2. No two of said driveways shall be closer to each other than twelve (12) feet, and no driveway shall be closer to a side property line than three (3) feet.
3. Each driveway shall be not more than thirty-five (35) feet wide, measured at right angles to the center line of the driveway, except as increased by permissible curb return radii, ~~or as established by conditional use permit~~. The entire flare of any return radius shall fall within the right-of-way.
4. No driveway shall be closer than fifty (50) feet to the point of intersection of two property lines at any corner as measured along the property line, and no driveway shall extend across such extended property line.
5. On a street where there are no curbs and gutters, all driveways shall be well marked and protection provided the entire length of the frontage exclusive of the driveways as per approved plans.

## **5-2-060. Maintenance of Parking Lots.**

Every parcel of land used as a public or private parking lot shall be developed and maintained in accordance with the following requirements:

### **A. Surfacing**

1. Each off-street parking lot in the R-1-20 Zone shall be surfaced with an asphaltic or Portland cement or other binder pavement and permanently maintained so as to provide a dustless surface. All other Zoned and Un-Zoned areas may have a gravel surface parking lot with a Mag-Chloride mixture being applied at least once per year.
2. The parking area shall be so graded as to dispose of all surface water.
3. If such water is to be carried to adjacent streets, it shall be piped under sidewalks.
4. Each parking spot shall be marked with clearly delineated lines and shall be restriped when fading.

### **B. Screening.** In the R-1-20 Zone, the sides and rear of any off-street parking lot which adjoins an area which is to remain primarily residential shall be screened from such area by a masonry wall or solid visual barrier fence not less than four (4) nor more than six (6) feet in height.

### **C. Landscaping.** Each parking lot shall be adequately landscaped to comply with a plan approved by the Planning Commission and such landscaping shall be permanently maintained.

### **D. Lighting.** ~~Lighting used to illuminate any parking lot shall be arranged to reflect the light away from adjoining residential premises and from street traffic shall conform to Chapter~~

5-9. Outdoor Lighting Standards of the Box Elder County Land Use Management & Development Code.

**5-2-070. Location of Off-Street Parking.**

Off-street parking shall not be allowed in required front yard setbacks except ~~by conditional use permit and then only~~ in areas where the character of the street and general landscaping plan will not be adversely affected. Landscaping plan and ingress/egress points shall be shown on the site plan.

**BOX ELDER COUNTY**  
**SUBDIVISION IMPROVEMENT**  
**AGREEMENT**

1. **Parties:** The parties to this Subdivision Improvement Agreement ("the Agreement") are Darrin G. Scoffield and Jenifer Scoffield, Trustees of the Darrin and Jenifer Scoffield Family Trust, dated June 14, 2013 ("the Developer") and Box Elder County, ("the County").
2. **Effective Date:** The Effective Date of this Agreement will be the date that this agreement is approved by the County Commission ("the Commission").

**RECITALS**

WHEREAS, the Developer seeks permission to subdivide property within the unincorporated area of Box Elder County, to be known as Kay Meadows Subdivision (the "Subdivision"), which property is more particularly described on Exhibit A attached hereto and incorporated herein by this reference (the "Property"); and

WHEREAS, the County seeks to protect the health, safety and general welfare of the residents by requiring the completion of various improvements in the Subdivision and thereby to limit the harmful effects of substandard subdivisions, including premature subdivision which leaves property undeveloped and unproductive; and

WHEREAS, the purpose of this Agreement is to protect the County from the cost of completing subdivision improvements itself and is not executed for the benefit of material, laborers, or others providing work, services or material to the Subdivision or for the benefit of lot or home buyers in the Subdivision; and

WHEREAS, the mutual promises, covenants, and obligations contained in this Agreement are authorized by state law and the Box Elder County Land Development & Management Code;

THEREFORE, the Parties hereby agree as follows:

**DEVELOPER'S OBLIGATIONS**

3. **Improvements:** The Developer will construct and install, at his own expense, those on-site and off-site subdivision improvements listed on Exhibits A & B attached hereto and incorporated herein by this reference ("the Improvements"). The Developer's obligation to complete the Improvements will arise upon final plat approval by the County, will be independent of any obligations of the County contained herein and will not be conditioned on the commencement of construction in the development or sale of any lots or improvements within the development.

4. **Security:** To secure the performance of his obligations hereunder, the Developer will deposit with US Title Company on or prior to the effective date, an irrevocable deposit in escrow in the amount of \$25,983.00, and enter into an Escrow Agreement between Developer, County, and US Title Company. A copy of which is attached hereto as Exhibit C. The escrow will be payable to the County at any time upon presentation of (i) an affidavit executed by an authorized County official stating that the Developer is in default under this Agreement; and (ii) the original of the escrow.

5. **Standards:** The Developer will construct the Improvements according to the Public Works Standards and Technical Specifications as incorporated herein by Exhibits A & B.

6. **Warranty:** The Developer warrants that the Improvements, each and every one of them, will be free from defects for a period of one year from the date that the County accepts the improvement when completed by the Developer. The 10% contingency designated in the approved cost estimate (Exhibit "B") is to provide for this warranty.

7. **Completion Periods:** The Developer will commence work on the Improvements within one year from the Effective Date of this Agreement (the "Commencement Period") and the Improvements, each and every one of them, will be completed within eighteen (18) months from the Effective Date of this Agreement (the "Completion Period").

8. **Compliance with Law:** The Developer will comply with all relevant laws, ordinances, and regulations in effect at the time of final subdivision plat approval when fulfilling his obligations under this Agreement. When necessary to protect public health, the Developer will be subject to laws, ordinances and regulations that become effective after final plat approval.

9. **Dedication:** The developer will dedicate to the County or other applicable agency as designated by the County the Improvements listed on Exhibit A and Exhibit B attached hereto and incorporated herein by this reference pursuant to the procedure described in Paragraph 13 below.

#### COUNTY'S OBLIGATIONS

10. **Plat Approval:** The County will grant final subdivision plat approval to the Subdivision under the terms and conditions previously agreed to by the Parties if those terms and conditions are consistent with all relevant state laws and local ordinances in effect at the time of final plat approval.

11. **Inspection and Certification:** The County will inspect the Improvements as they are being constructed and, if acceptable to the County Engineer, certify such improvement as being in compliance with the standards and specifications of the County. Such inspection and certification, if appropriate, will occur within five (5) days of notice by the Developer that he desires to have the County inspect an improvement. Before obtaining certification of any such improvement, the Developer will present to the County valid lien waivers from all persons providing materials or performing work on the improvement for which certification is sought. Certification by the County Engineer does not constitute a waiver by the County of the right to draw funds under the Escrow on account of defects in or failure of any improvement that is detected or which occurs following such certification.
12. **Notice of Defect:** The County will provide timely notice to the Developer whenever inspection reveals that an improvement does not conform to the standards and specifications shown on the approved subdivision improvement drawings on file in the Box Elder County Engineering and Surveyor's Office or is otherwise defective. The Developer will have 30 days from the issuance of such notice to cure or substantially cure the defect. The County may not declare a default under this Agreement during the 30 day cure period on account of any such defect unless it is clear that the Developer does not intend to cure the defect. The Developer will have no right to cure defects in or failure of any improvement found to exist or occurring after the County accepts dedication of the improvement(s).
13. **Acceptance of Dedication:** The County or other applicable agency will accept the dedication of any validly certified improvement within 30 days of the Developer's offer to dedicate the improvement. The County's or agency's acceptance of dedication is expressly conditioned on the presentation by the Developer of a policy of title insurance, where appropriate, for the benefit of the County showing that the Developer owns the improvement in fee simple and that there are no liens, encumbrances, or other restrictions on the improvement unacceptable to the County in its reasonable judgment. Acceptance of the dedication of any improvement does not constitute a waiver by the County of the right to draw funds under the Escrow on account of any defect in or failure of the improvement that is detected or which occurs after the acceptance of the dedication. The Improvements must be offered to the County in no more than one dedication per month.
14. **Reduction of Security:** After the acceptance of any improvement, the Escrow may be reduced by an amount equal to the estimated cost of the improvement as shown on Exhibit B. At the request of the Developer, the County will execute a certificate of release verifying the acceptance of the improvement and waiving its right to draw on the Escrow to the extent of such amount. A Developer in default under this Agreement will have no right to such a certificate. Upon the acceptance of all of the Improvements, the balance that may be drawn under the Escrow will be available to the County for 365 days during the Warranty Period.
15. **Use of Proceeds:** The County will use funds drawn under the Escrow only for the purposes of completing the Improvements or correcting defects in or failures of the Improvements.

## OTHER PROVISION

16. **Events of Default:** The following conditions, occurrences or actions will constitute a default by the Developer during the Construction Period:

- a. Developer's failure to commence construction of the Improvements within one year of final subdivision plat approval;
- b. Developer's failure to complete construction of the Improvements within eighteen (18) months from the date the Agreement is executed.
- c. Developer's failure to cure the defective construction of any improvement within the applicable cure period;
- d. Developer's insolvency, the appointment of a receiver for the Developer or the filing of a voluntary or involuntary petition in bankruptcy respecting the Developer;
- e. Foreclosure of any lien against the Property or a portion of the Property or assignment or conveyance of the Property in lieu of foreclosure.

The County may not declare a default until written notice has been given to the Developer.

17. **Measure of Damages:** The measure of damages for breach of this Agreement will be the reasonable cost of completing the Improvements. For improvements upon which construction has not begun, the estimated cost of the Improvements as shown on Exhibit B will be *prima facie* evidence of the minimum cost of completion; however, neither that amount nor the amount of the Escrow establishes the maximum amount of the developer's liability. The County will be entitled to complete all unfinished improvements at the time of default regardless of the extent to which development has taken place in the Subdivision or whether development ever commenced.

18. **County's Rights Upon Default:** When any event of default occurs, the County may draw on the Escrow to the extent of the face amount of the credit less 90 percent of the estimated cost (as shown on Exhibit B) of all improvements theretofore accepted by the County. The County will have the right to complete improvements itself or contract with a third party for completion, and the Developer hereby grants to the County, its successors, assigns, agents, contractors, and employees, a nonexclusive right and easement to enter the Property for the purposes of constructing, maintaining, and repairing such improvements. Alternatively, the County may assign the proceeds of the Escrow to a subsequent developer (or a lender) who has acquired the Subdivision by purchase, foreclosure or otherwise who will then have the same rights of completion as the County if and only if the subsequent developer (or lender) agrees in writing to complete the unfinished improvements. In addition, the County also may suspend final plat approval during which time the Developer will have no right to sell, transfer, or otherwise convey lots or homes within the Subdivision without the express written approval of the County or until the Improvements are completed and approved by the County. These remedies are cumulative in nature except that during the Warranty Period, the County's only remedy will be to draw funds under the Escrow.

19. **Indemnification:** The Developer hereby expressly agrees to indemnify and hold the County harmless from and against all claims, costs and liability of every kind and nature, for injury or damage received or sustained by any person or entity in connection with, or on account of the performance of work at the development site and elsewhere pursuant to this Agreement. The Developer further agrees to aid and defend the County in the event that the County is named as a defendant in an action concerning the performance of work pursuant to this Agreement except where such suit is brought by the Developer. The Developer is not an agent or employee of the County.

20. **No Waiver:** No waiver of any provision of this Agreement will be deemed or constitute a waiver of any other provision, nor will it be deemed or constitute a continuing waiver unless expressly provided for by a written amendment to this Agreement signed by both County and Developer; nor will the waiver of any default under this Agreement be deemed a waiver of any subsequent default or defaults of the same type. The County's failure to exercise any right under this Agreement will not constitute the approval of any wrongful act by the Developer or the acceptance of any improvement.

21. **Amendment or Modification:** The parties to this Agreement may amend or modify this Agreement only by written instrument executed by the County and by the Developer or his authorized officer. Such amendment or modification will be properly notarized before it may be effective.

22. **Attorney's Fees:** Should either party be required to resort to litigation, arbitration, or mediation to enforce the terms of this Agreement, the prevailing party, plaintiff or defendant, will be entitled to costs, including reasonable attorney's fees and expert witness fees, from the opposing party. If the court, arbitrator, or mediator awards relief to both parties, each will bear its own costs in their entirety.

23. **Vested Rights:** The County does not warrant by this Agreement that the Developer is entitled to any other approval(s) required by the County, if any, before the Developer is entitled to commence development of the Subdivision or to transfer ownership of property in the Subdivision.

24. **Third Party Rights:** No person or entity who or which is not a party to this Agreement will have any right of action under this Agreement, except that if the County does not exercise its rights within 60 days following knowledge of an event of default, a purchaser of a lot or home in the Subdivision may bring an action in mandamus to compel the County to exercise its rights.

25. **Scope:** This Agreement constitutes the entire agreement between the parties and no statement(s), promise(s) or inducement(s) that is/are not contained in this Agreement will be binding on the parties.

26. **Time:** For the purpose of computing the Commencement, Abandonment, and Completion Periods, and time periods for County action, such times in which civil disaster, acts of God, or extreme weather conditions occur or exist will not be included if such times prevent the Developer or County from performing his/its obligations under the Agreement.

27. **Severability:** If any part, term or provision of this Agreement is held by the courts to be illegal or otherwise unenforceable, such illegality or unenforceability will not affect the validity of any other part, term, or provision and the rights of the parties will be construed as if the part, term, or provision was never part of the Agreement.

28. **Benefits:** The benefits of this Agreement to the Developer are personal and may not be assigned without the express written approval of the County. Such approval may not be unreasonably withheld, but any unapproved assignment is void. Notwithstanding the foregoing, the burdens of this Agreement are personal obligations of the Developer and also will be binding on the heirs, successors, and assigns of the Developer. There is no prohibition on the right of the County to assign its rights under this Agreement. The County will release the original developer's Escrow if it accepts new security from any developer or lender who obtains the Property. However, no act of the County will constitute a release of the original developer from this liability under this Agreement.

29. **Notice:** Any notice required or permitted by this Agreement will be deemed effective when personally delivered in writing or three (3) days after notice is deposited with the U.S. Postal Service, postage prepaid, certified, and return receipt requested, and addressed as follows:

If to Developer: Attn: Darrin G. & Jenifer Scoffield  
Address: 868 North 100 West  
Tremonton, UT. 84337

If to County: Attn: Community Development Director  
Address: 01 South Main Street  
Brigham City, UT. 84302

30. **Recordation:** Either Developer or County may record a copy of this Agreement in the Recorder's Office of Box Elder County, Utah.

31. **Immunity:** Nothing contained in this Agreement constitutes a waiver of the County's sovereign immunity under any applicable state law.

32. **Personal Jurisdiction and Venue:** Personal jurisdiction and venue for any civil action commenced by either party to this Agreement whether arising out of or relating to the Agreement, Escrow will be deemed to be proper only if such action is commenced in District Court for Box Elder County. The Developer expressly waives his right to bring such action in or to remove such action to any other court whether state or federal.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2025.

---

Darrin G. Scoffield, Trustee of the Darrin and Jenifer Scoffield Family Trust, dated June 14, 2013

ACKNOWLEDGEMENT

State of Utah      )  
                      ss  
County of Box Elder    )

BEFORE ME THE UNDERSIGNED, a Notary Public, within and for said State and County, on this \_\_\_\_\_ day of \_\_\_\_\_, 2025, personally appeared Darrin G. Scoffield, Trustee of the Darrin and Jenifer Scoffield Family Trust, dated June 14, 2013, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the entity upon behalf of which the person acted, executed the instrument as a free and voluntary act and deed for the uses and purposes therein set forth.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal the day and year last above written.

Notary Public

Residing at: \_\_\_\_\_ Utah

\*\*\*\*\*  
Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2025.

---

Jenifer Scoffield, Trustee of the Darrin and Jenifer Scoffield Family Trust, dated June 14, 2013

ACKNOWLEDGEMENT

State of Utah      )  
                      ss  
County of Box Elder    )

BEFORE ME THE UNDERSIGNED, a Notary Public, within and for said State and County, on this \_\_\_\_\_ day of \_\_\_\_\_, 2025, personally appeared Jenifer Scoffield, Trustee of the Darrin and Jenifer Scoffield Family Trust, dated June 14, 2013, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the entity upon behalf of which the person acted, executed the instrument as a free and voluntary act and deed for the uses and purposes therein set forth.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal the day and year last above written.

“EXHIBIT A”

**SUBDIVISION BOUNDARY DESCRIPTION**

A PART OF THE NORTHEAST QUARTER OF SECTION 1, TOWNSHIP 11 NORTH, RANGE 3  
WEST OF THE SALT LAKE BASE AND MERIDIAN.

BEGINNING AT A POINT ON THE NORTH LINE OF RONALD KAY TRUSTEE ETAL PROPERTY, TAX ID NO. 05-164-0044 LOCATED 1116.90 FEET SOUTH 88°49'19" WEST ALONG THE NORTH LINE OF SAID NORTHEAST QUARTER AND 55.99 FEET SOUTH 00°59'19" EAST FROM THE NORTHEAST CORNER OF SAID SECTION 1;

RUNNING THENCE SOUTH 00°59'19" EAST 274.01 FEET TO THE EXISTING TREMONTON CITY CORPORATE LIMIT LINE; THENCE SOUTH 88°49'19" WEST 197.49 FEET ALONG SAID EXISTING CORPORATE LIMIT LINE TO THE EAST LINE OF GARY MILLER ETUX PROPERTY, TAX ID NO. 05-164-0042; THENCE NORTH 01°05'40" WEST (NORTH BY RECORD) 197.23 FEET ALONG SAID EAST LINE TO THE SOUTH RIGHT-OF-WAY LINE OF 12000 NORTH STREET; THENCE ALONG SAID SOUTH RIGHT-OF-WAY LINE THE FOLLOWING TWO (2) COURSES: (1) EASTERLY ON A NON-TANGENT CURVE TO THE LEFT ALONG THE ARC OF A 665.00 FOOT RADIUS CURVE, A DISTANCE OF 25.73 FEET, CHORD BEARS NORTH 69°47'17" EAST 25.73 FEET, HAVING A CENTRAL ANGLE OF 02°13'00"; AND (2) NORTH 68°40'47" EAST (NORTH 71°29' EAST BY RECORD) 114.16 FEET; THENCE NORTH 65°14'20" EAST (NORTH 66°20' EAST BY RECORD) 72.69 FEET TO THE POINT OF BEGINNING.

CONTAINING 1.06 ACRES.

“EXHIBIT B”

**DARRIN SCOFFIELD**

**ENGINEER'S ESTIMATE**

DATE: MARCH 25, 2025

WORK ITEM #	ITEM	UNIT	QUANTITY	UNIT PRICE	TASK PRICE
<b>I. STREET IMPROVEMENTS - ON-SITE</b>					
1	MOBILIZATION, CLEARING & SITE PREPARATION	LS	1	\$3,000.00 /LS	\$3,000
2	SAWCUT EXISTING ASPHALT PAVEMENT	LF	268	\$3.13 /LF	\$839
3	8" SCARIFY - SUBGRADE PREP & COMPACT TO 95%	SF	2,935	\$0.20 /SF	\$587
4	8" UNTREATED BASE COURSE (1/2" - 1-1/2") - IN-PLACE	SF	2,400	\$1.04 /SF	\$2,496
5	3" ASPHALT - IN-PLACE	SF	2,400	\$2.20 /SF	\$5,280
6	SEAL COAT	SY	267	\$2.60 /SY	\$694
7	INSTALL 30-INCH CITY-STD. SPILL, CURB & GUTTER	LF	215	\$25.00 /LF	\$5,375
8	EARTHWORK (APPROX.) - CUT (LEAVE ON SITE)	CY	380	\$7.50 /CY	\$2,850
SUBTOTAL:					
<b>II. CULINARY WATER IMPROVEMENTS</b>					
9	WATER - INSTALL 1-INCH WATER SERVICE W/ WATER METER & BOX, COMPIE	EA	1	\$2,500.00 /EA	\$2,500
10	TRENCH SAW CUT & ASPHALT PAVEMENT INCLUDED IN TOTALS ABOVE.	LS	0	/LS	\$0
SUBTOTAL:					
SUMMARY:					
STREET IMPROVEMENTS					
CULINARY WATER IMPROVEMENTS					
SUBTOTAL: SITE IMPROVEMENTS:					
10% CONTINGENCY/WARRANTY					
<b>GRAND TOTAL:</b>					

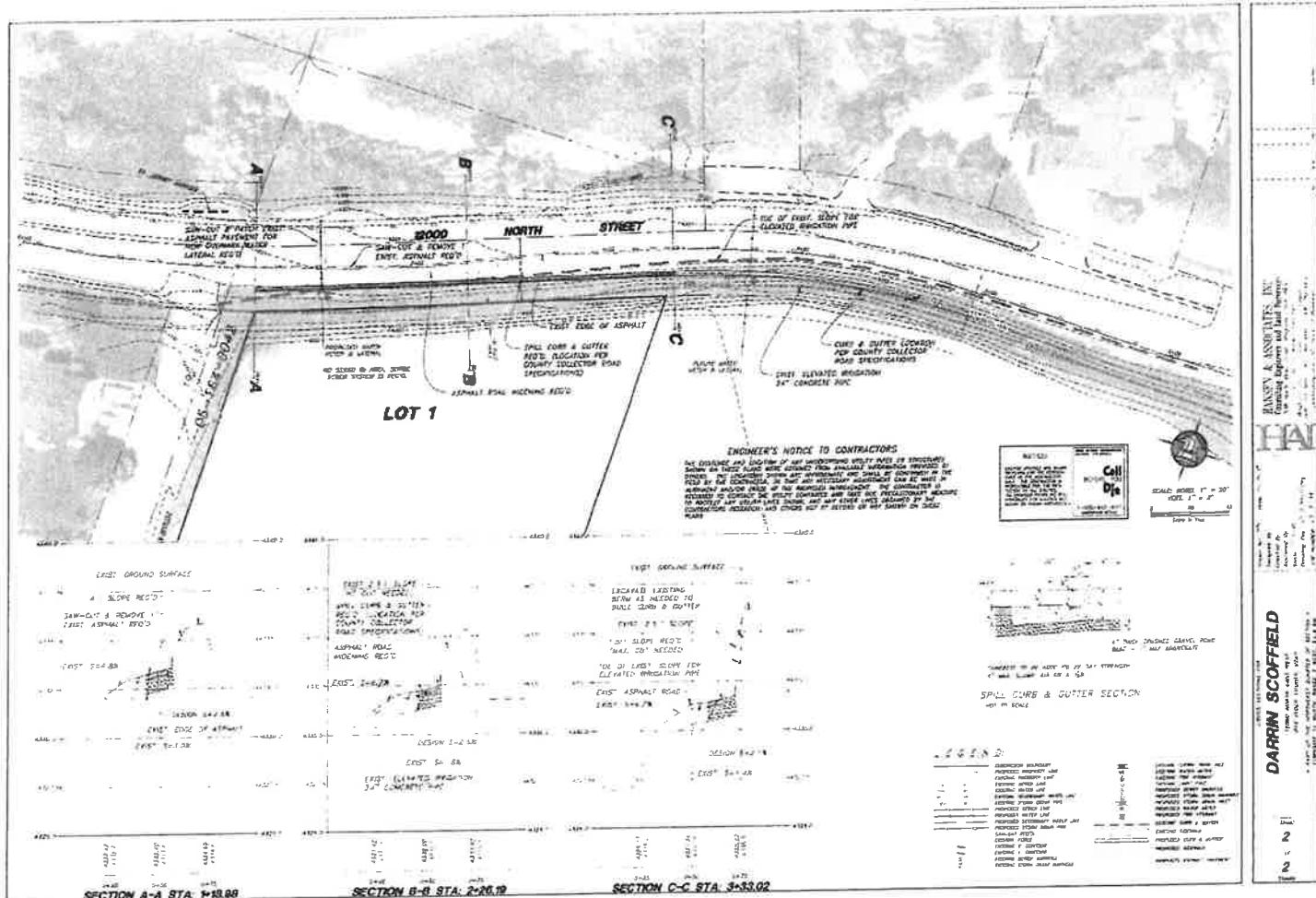
SUBDIVISION COST ESTIMATE APPROVAL

*Brent W. Slater*

Brent W. Slater, PLS  
Jones & Associates

Date: 3-26-25

**\$25,983**



## EXHIBIT C

### ESCROW AGREEMENT

This Agreement, made this April 9, 2025 by and between BOX ELDER COUNTY (hereinafter "County"), and DARRIN G. SCOFFIELD and JENIFER SCOFFIELD, TRUSTEES OF THE DARRIN AND JENIFER SCOFFIELD FAMILY TRUST, DATED JUNE 14, 2013 (hereinafter "Developer"), and US TITLE COMPANY, (hereinafter "Escrow Agent").

#### RECITALS:

WHEREAS, The Developer is developing the Kay Meadows Subdivision, a copy of which is attached hereto as Exhibit "A" and more specifically described as:

*A PART OF THE NORTHEAST QUARTER OF SECTION 1, TOWNSHIP 11 NORTH, RANGE 3  
WEST OF THE SALT LAKE BASE AND MERIDIAN.*

*BEGINNING AT A POINT ON THE NORTH LINE OF RONALD KAY TRUSTEE ETAL PROPERTY,  
TAX ID NO. 05-164-0044 LOCATED 1116.90 FEET SOUTH 88°49'19" WEST ALONG THE  
NORTH LINE OF SAID NORTHEAST QUARTER AND 55.99 FEET SOUTH 00°59'19" EAST FROM  
THE NORTHEAST CORNER OF SAID SECTION 1;*

*RUNNING THENCE SOUTH 00°59'19" EAST 274.01 FEET TO THE EXISTING TREMONTON CITY  
CORPORATE LIMIT LINE; THENCE SOUTH 88°49'19" WEST 197.49 FEET ALONG SAID  
EXISTING CORPORATE LIMIT LINE TO THE EAST LINE OF GARY MILLER ETUX PROPERTY, TAX  
ID NO. 05-164-0042; THENCE NORTH 01°05'40" WEST (NORTH BY RECORD) 197.23 FEET  
ALONG SAID EAST LINE TO THE SOUTH RIGHT-OF-WAY LINE OF 12000 NORTH STREET;  
THENCE ALONG SAID SOUTH RIGHT-OF-WAY LINE THE FOLLOWING TWO (2) COURSES: (1)  
EASTERLY ON A NON-TANGENT CURVE TO THE LEFT ALONG THE ARC OF A 665.00 FOOT  
RADIUS CURVE, A DISTANCE OF 25.73 FEET, CHORD BEARS NORTH 69°47'17" EAST 25.73  
FEET, HAVING A CENTRAL ANGLE OF 02°13'00"; AND (2) NORTH 68°40'47" EAST (NORTH  
71°29' EAST BY RECORD) 114.16 FEET; THENCE NORTH 65°14'20" EAST (NORTH 66°20'  
EAST BY RECORD) 72.69 FEET TO THE POINT OF BEGINNING.*

*CONTAINING 1.06 ACRES.*

and;

WHEREAS, Developer is seeking approval by County of his subdivision and certain improvements, more particularly described on the Subdivision Plat, a copy of which is attached as Exhibit "A" and the engineers cost estimate a copy of which is attached as Exhibit "B," are not yet complete; and

WHEREAS, Developer is agreeable to securing the completion of such improvements by depositing funds into escrow and Escrow Agent is agreeable to accepting funds in escrow and to act as Escrow Agent, subject to the terms and conditions of this agreement, and the following:

- Escrow Agent is holding funds in escrow from Darrin Scoffield, in the amount of \$25,983.00. The escrow funds are for improvements for the Kay Meadows

Subdivision as per the attached engineering estimate attached as Exhibit "B" and will be disbursed accordingly.

- Escrow Agent agrees to pay the escrow funds to Box Elder County at any time upon presentation of an affidavit executed by an authorized County official stating that the Developer is in default under this Agreement.
- If the Developer is considered to be in default, the money will be payable at sight to the County and will bear an expiration date not earlier than two years after the Effective Date of this Agreement.

NOW THEREFORE, based upon the above recitals and other good and valuable consideration, it is mutually agreed as follows:

1. **ESCROW AGENT:** US Title Company is a Utah Corporation and does hereby accept appointment as Escrow Agent.
2. **AMOUNT AND PURPOSE OF ESCROW:** Developer deposits with Escrow Agent the sum of \$25,983.00, which represents the estimated cost to complete the matters set forth on Exhibit "A" and Exhibit "B" attached hereto.
3. **CONDITIONS OF ESCROW:** The following terms and conditions shall apply to this Escrow Agreement:
  - A. Escrow Agent shall accept and hold the sum of \$25,983.00 from Developer pursuant to the terms of this Agreement.
  - B. In order to qualify for return of the escrowed funds, except for the 10% contingency, Developer must have completed the items set forth on Exhibit "A" and Exhibit "B" by October 9, 2026.
  - C. Except for the 10% contingency, escrowed funds will be released to Developer upon completion of work and written approval of Box Elder County.
  - D. In the event the work is not completed by October 9, 2026, Escrow Agent shall disburse the escrowed funds to County, except for the 10% contingency, and County may secure the completion of such work in any manner it deems reasonable, whether through its own agents, or through independent contractors.
  - E. Escrow Agent shall release the 10% contingency, less any amounts used to repair warranty defects, to Developer upon the expiration of 1 year after final acceptance by the County.
  - F. Escrowed funds shall be released to County upon presentation of an affidavit executed by County stating that Developer is in default.
4. **CO-OPERATION OF DEVELOPER:** Developer agrees to cooperate with County, or other parties in the performance of such work, and to allow access at reasonable times, if necessary to the performance of such work.
5. **MISCELLANEOUS:**

- A. Escrow Agent assumes no responsibility or warrants for the manner of the workmanship of the work completed.
- B. Developer and County agree to hold Escrow Agent harmless from and release it from all claims, suits, or demands in connection with this Escrow Agreement.
- C. All inspection fees shall be deducted from Escrow funds prior to issuing final check.

\*\*\*\*\*

“Developer”

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Darrin G. Scoffield, Trustee of the Darrin and Jenifer Scoffield Family Trust, Dated June 14, 2013

State of \_\_\_\_\_ )  
§  
County of \_\_\_\_\_ )

On this \_\_\_\_ day of \_\_\_\_\_, 2025, before me, personally appeared Darrin G. Scoffield, Trustee of the Darrin and Jenifer Scoffield Family Trust, Dated June 14, 2013, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the entity upon behalf of which the person acted, executed the instrument as a free and voluntary act and deed for the uses and purposes therein set forth.

Witness my hand and official seal.

---

Notary Public

“Developer”

---

Jenifer Scoffield, Trustee of the Darrin and Jenifer Scoffield Family Trust, Dated June 14, 2013

State of \_\_\_\_\_ )  
§

Notary Public

Residing at: \_\_\_\_\_ Utah

\*\*\*\*\*

APPROVED AS TO FORM:

Stephen R. Hadfield  
Box Elder County Attorney  
Stephen Hadfield

5/14/25  
Date

\*\*\*\*\*

Marla Young  
Chairperson, Box Elder County Commission  
5/14/25  
Date

ATTEST:

Marla Young  
Box Elder County Clerk  
Marla Young



EXHIBIT A: PROPERTY DESCRIPTION TO BE SUBDIVIDED

**See Exhibit A**

EXHIBIT B: REQUIRED ON & OFF SITE SUBDIVISION IMPROVEMENTS

**See Exhibit B**

EXHIBIT C: ESCROW AGREEMENT

**See Exhibit C**

County of \_\_\_\_\_)

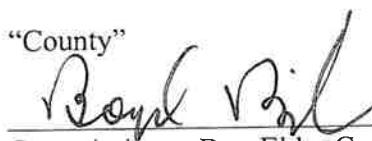
On this \_\_\_\_ day of \_\_\_\_\_, 2025, before me, personally appeared Jenifer Scoffield, Trustee of the Darrin and Jenifer Scoffield Family Trust, Dated June 14, 2013, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the entity upon behalf of which the person acted, executed the instrument as a free and voluntary act and deed for the uses and purposes therein set forth.

Witness my hand and official seal.

\_\_\_\_\_  
Notary Public

\*\*\*\*\*

"County"



Commissioner, Box Elder County

ATTEST:



Marla Young  
Box Elder County Clerk  
Marla Young

STATE OF Utah )  
COUNTY OF Box Elder )<sup>ss</sup>

BEFORE ME THE UNDERSIGNED, a Notary Public, within and for said State and County, on this 14<sup>th</sup> day of May, 2025, personally appeared Boyd Bingham, County Commissioner of Box Elder County, a corporation, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the entity upon behalf of which the person acted, executed the instrument as a free and voluntary act and deed for the uses and purposes therein set forth.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal the day and year last above written.



MARLA YOUNG  
Notary Public  
State of Utah  
My Commission Expires October 15, 2025  
Commission Number 721029

  
Mark D. Young  
Notary Public

Notary Public

“Escrow Agent”

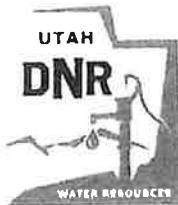
US Title Company

STATE OF \_\_\_\_\_ )  
ss  
COUNTY OF \_\_\_\_\_ )

BEFORE ME THE UNDERSIGNED, a Notary Public, within and for said State and County, on this \_\_\_\_\_ day of \_\_\_\_\_, 2025, personally appeared \_\_\_\_\_, the \_\_\_\_\_ of US Title Company, a corporation, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her authorized capacity, and that by his/her signature on the instrument the entity upon behalf of which the person acted, executed the instrument as a free and voluntary act and deed for the uses and purposes therein set forth.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal the day and year last  
above written.

Notary Public



STATE OF UTAH  
DEPARTMENT OF NATURAL RESOURCES

Copies:  
DWRe  
Consult

**DIVISION OF WATER RESOURCES**

Date \_\_\_\_\_

Vendor No. 24770J ID 00 TIN 87-6000293

Vendor BOX ELDER COUNTY

Address 1 SOUTH MAIN STREET

City BRIGHAM CITY State UTAH Zip 84302

c/o Scott Lyons Phone 435-734-3316

Title Community Development Director Email slyons@boxeldercountyut.gov

Commodity Code 99999 Payable X Receivable \_\_\_\_\_

Description: PROVIDE FUNDS FOR EFFORTS RELATED TO THE WATER USE AND  
PRESERVATION ELEMENT

Payment:

Receive:

Frequency As Requested Frequency \_\_\_\_\_

Amount Variable Amount \_\_\_\_\_

Total \$15,000 Total \_\_\_\_\_

Effective Date \_\_\_\_\_ Expiration Date 2/28/2026

Fund	Dept	Unit	Approp Unit	Balance Sheet	Expend/ Revenue	Program	Phase	Activity	Total Amount
1000	560	6204	RPD		7501	RP217			\$15,000

Approved MK SGD TS JRW JE CH CONT

HAILEY KIRLIN  
Monitor

Hailey Kirlin  
Hailey Kirlin (Feb 27, 2025 13:48 MST)  
Signature

## Grant Agreement

Grant To  
BOX ELDER COUNTY  
From  
UTAH DEPARTMENT OF NATURAL RESOURCES,  
DIVISION OF WATER RESOURCES

This GRANT AGREEMENT is made and entered into upon the date of the last signature to this document, between the State of Utah, Department of Natural Resources, Division of Water Resources (WRe) and Box Elder County (Grant Recipient), for the work described in Item 1 below. Funding for this agreement is provided through the State of Utah 2023 General Legislative Session, Senate Bill 76.

The terms and conditions of this Grant Agreement are as follows:

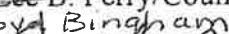
1. WRe shall grant to Grant Recipient \$10,000 toward the creation and adoption of an approved integrated general plan water element. WRe shall grant an additional \$5,000 to the Grant Recipient for coordinated water planning. WRe shall reimburse Grant Recipient for the actual costs incurred.
2. Grant Recipient shall provide a detailed budget outlining how grant funds will be used. This budget is attached to this Grant Agreement as Attachment B.
3. Grant Recipient shall document and retain all supporting information associated with the work done under this grant.
4. No later than **December 31, 2025**, Grant Recipient shall provide WRe with a final general plan water element for review and acceptance. To be integrated into the general plan, the water use and preservation element must comply with Utah Code § 17-27a-403, including each of the requirements listed in Attachment C.
5. Final reimbursement shall be withheld by WRe until provided with a brief final report detailing total expenditures, as well as summarizing the activities, deliverables, and performance metrics to fulfill the grant's purpose by Grant Recipient. The final report shall include a report on how funding was used to support coordinated water planning for the general plan's integrated land and water use element prior to receiving final reimbursement.
6. Unless otherwise stated in this Agreement, WRe agrees to reimburse Grant Recipient 100% of costs incurred prior to or during the Agreement period up to the total grant amount upon receipt of detailed invoice. The final payment will be paid upon receipt of a detailed invoice and an approved final general plan and report as outlined in Items 4 and 5.
7. All expenditures associated with this project for which Grant Recipient receives reimbursement from any other participating partner will not be reimbursable by WRe. Such expenditures shall be included in the final report described in Item 5.
8. All funds are subject to legislative appropriation.

9. Grant Recipient acknowledges and agrees that the State of Utah may audit the records that pertain to the performance of this grant. If State audit findings determine that any funds expended by Grant Recipient violate the terms of this Grant Agreement or were otherwise used inappropriately, Grant Recipient shall provide funds to the State sufficient to meet such repayment request(s).
10. Grant Recipient agrees to follow purchasing practices that ensure procurement is conducted in such a way that promotes fair and competitive prices.
11. Grant Recipient agrees to declare any known or potential conflicts of interest with their suppliers or others that may influence their decision making.
12. Grant Recipient agrees to comply with the standard terms and conditions attached to this Grant Agreement as Attachment A.
13. This agreement has an expiration date of **February 28, 2026**.

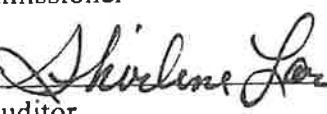
SIGNATURES TO FOLLOW



Lee B. Perry/County Commissioner



Boyd Bingham  
Shirlene Larsen



Shirlene Larsen/County Auditor



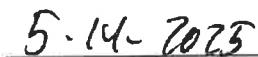
Division of Water Resources/Director



J.S. Gobert  
Division of Water Resources/Financial Manager



5-14-2025  
Date



5-14-2025  
Date



03/07/2025  
Date



03/03/2025  
Date

  
State of Utah/Division of Finance

Date

## ATTACHMENT A: STATE OF UTAH AGENCY STANDARD TERMS AND CONDITIONS FOR GOODS AND/OR SERVICES

These terms and conditions may only be used when both parties are government entities or political subdivisions as defined in the Utah Government Immunity Act.

1. **DEFINITIONS:** The following terms shall have the meanings set forth below:
  - a) **Confidential Information** means information that is deemed as confidential under applicable state and federal laws, and personal data as defined in Utah Code 63A-19-101. The State Entity reserves the right to identify, during and after this Contract, additional reasonable types of categories of information that must be kept confidential under federal and state laws.
  - b) **Contract** means the Contract Signature Page(s), including all referenced attachments and documents incorporated by reference. The term "Contract" shall include any purchase orders that result from this Contract.
  - c) **Contract Signature Page(s)** means the State of Utah cover page(s) that the State Entity and Contractor signed.
  - d) **Contractor** means the individual or entity delivering the Procurement Item identified in this Contract. The term "Contractor" shall include Contractor's agents, officers, employees, and partners.
  - e) **Goods** means all types of tangible personal property, including but not limited to materials, supplies, Custom Deliverable, and equipment that Contractor is required to deliver to the State Entity under this Contract.
  - f) **Procurement Item** means Goods, a supply, Services, Custom Deliverable, construction, or technology that Contractor is required to deliver to the State Entity under this Contract.
  - h) **Response** means the Contractor's bid, proposals, quote, or any other document used by the Contractor to respond to the State Entity's Solicitation.
  - i) **Services** means the furnishing of labor, time, or effort by Contractor pursuant to this Contract. Services include those professional services identified in Section 63G-6a-103 of the Utah Procurement Code
  - j) **Solicitation** means an invitation for bids, request for proposals, notice of a sole source procurement, request for statement of qualifications, request for information, or any document used to obtain bids, proposals, pricing, qualifications, or information for the purpose of entering into this Contract.
  - k) **State Entity** means the department, division, office, bureau, agency, or other organization identified on the Contract Signature Page(s).
  - l) **State of Utah** means the State of Utah, in its entirety, including its institutions, agencies, departments, divisions, authorities, instrumentalities, boards, commissions, elected or appointed officers, employees, agents, and authorized volunteers.
  - m) **Subcontractors** means a person under contract with a contractor or another subcontractor to provide services or labor for design or construction, including a trade contractor or specialty contractor.
2. **GOVERNING LAW AND VENUE:** This Contract shall be governed by the laws, rules, and regulations of the State of Utah. Any action or proceeding arising from this Contract 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.
3. **LAWS AND REGULATIONS:** At all times during this Contract, Contractor and all Procurement Items delivered and/or performed under this Contract will comply with all applicable federal and state constitutions, laws, rules, codes, orders, and regulations, including applicable licensure and certification requirements. If this Contract is funded by federal funds, either in whole or in part, then any federal regulation related to the federal funding, including CFR Appendix II to Part 200, will supersede this Attachment A.
4. **RECORDS ADMINISTRATION:** Contractor shall maintain or supervise the maintenance of all records necessary to properly account for Contractor's performance and the payments made by the State Entity to Contractor under this Contract. These records shall be retained by Contractor 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. Contractor agrees to allow, at no additional cost, the State of Utah, federal auditors, State Entity staff, or their designees, access to all such records during normal business hours and to allow interviews of any employees or others who might reasonably have information related to such records. Further, Contractor agrees to include a similar right of the State to audit records and interview staff in any subcontract related to performance of this Contract.
5. **PERMITS:** If necessary Contractor shall procure and pay for all permits, licenses, and approvals necessary for the execution of this Contract.
6. **CERTIFY REGISTRATION AND USE OF EMPLOYMENT "STATUS VERIFICATION SYSTEM": INTENTIONALLY DELETED**
7. **CONFLICT OF INTEREST: INTENTIONALLY DELETED**
8. **INDEPENDENT CONTRACTOR:** Contractor and Subcontractors, in the performance of this Contract, shall act in an independent capacity and not as officers or employees or agents of the State Entity or the State of Utah.
9. **CONTRACTOR RESPONSIBILITY:** Contractor is solely responsible for fulfilling the contract, with responsibility for all Procurement Items delivered and/or performed as stated in this Contract. Contractor shall be the sole point of contact regarding all contractual matters. Contractor must incorporate Contractor's responsibilities under this Contract into every subcontract with its Subcontractors that will provide the Procurement Item(s) to the State Entity under this Contract. Moreover, Contractor is responsible for its Subcontractors compliance under this Contract.
10. **INDEMNITY:** Contractor shall be fully liable for the actions of its agents, employees, officers, partners, and Subcontractors, and shall fully indemnify, defend, and save harmless the State Entity and the State of Utah from all claims, losses, suits, actions, damages, and costs of every name and description arising out of Contractor's performance of this Contract to the extent caused by any intentional wrongful act or negligence of Contractor, its agents, employees, officers, partners, or

Subcontractors, without limitation; provided, however, that the Contractor shall not indemnify for that portion of any claim, loss, or damage arising hereunder due to the fault of the State Entity. The parties agree that if there are any limitations of the Contractor's liability, including a limitation of liability clause for anyone for whom the Contractor is responsible, such limitations of liability will not apply to injuries to persons, including death, or to damages to property.

11. **EMPLOYMENT PRACTICES:** Contractor agrees to abide by the following federal and state employment laws, including: (i) Title VI and VII of the Civil Rights Act of 1964 (42 U.S.C. 2000e), which prohibits discrimination against any employee or applicant for employment or any applicant or recipient of services on the basis of race, religion, color, or national origin; (ii) Executive Order No. 11246, as amended, which prohibits discrimination on the basis of sex; (iii) 45 CFR 90, which prohibits discrimination on the basis of age; (iv) Section 504 of the Rehabilitation Act of 1973, or the Americans with Disabilities Act of 1990, which prohibits discrimination on the basis of disabilities; and (v) Utah's Executive Order 2019-1, dated February 5, 2019, which prohibits unlawful harassment in the workplace. Contractor further agrees to abide by any other laws, regulations, or orders that prohibit the discrimination of any kind by any of Contractor's employees.

12. **AMENDMENTS:** This Contract may only be amended by the mutual written agreement of the parties, provided that the amendment is within the Scope of Work of this Contract and is within the scope/purpose of the original solicitation for which this Contract was derived. The amendment will be attached and made part of this Contract. Automatic renewals will not apply to this Contract, even if listed elsewhere in this Contract.

13. **DEBARMENT:** Contractor certifies that it is not presently nor has ever been debarred, suspended, proposed for debarment, or declared ineligible by any governmental department or agency, whether international, national, state, or local. Contractor must notify the State Entity 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 this Contract.

14. **TERMINATION:** This Contract may be terminated, with cause by either party, in advance of the specified expiration date, upon written notice given by the other party. The party in violation will be given ten (10) days after written notification to correct and cease the violations, after which this Contract may be terminated for cause immediately and subject to the remedies below. This Contract may also be terminated without cause (for convenience), in advance of the specified expiration date, by the State Entity, upon thirty (30) days written termination notice being given to the Contractor. The State Entity and the Contractor may terminate this Contract, in whole or in part, at any time, by mutual agreement in writing.

On termination of this Contract, all accounts and payments will be processed according to the financial arrangements set forth herein for approved and conforming Procurement Items ordered prior to date of termination. In no event shall the State Entity be liable to the Contractor for compensation for any Good neither requested nor accepted by the State Entity. In no event shall the State Entity's exercise of its right to terminate this Contract for convenience relieve the Contractor of any liability to the State Entity for any damages or claims arising under this Contract.

15. **NONAPPROPRIATION OF FUNDS, REDUCTION OF FUNDS, OR CHANGES IN LAW:** Upon thirty (30) days written notice delivered to the Contractor, this Contract may be terminated in whole or in part at the sole discretion of the State Entity, if the State Entity reasonably determines that: (i) a change in Federal or State legislation or applicable laws materially affects the ability of either party to perform under the terms of this Contract; or (ii) that a change in available funds affects the State Entity's ability to pay under this Contract. A change of available funds as used in this paragraph includes, but is not limited to a change in Federal or State funding, whether as a result of a legislative act or by order of the President or the Governor.

If a written notice is delivered under this section, the State Entity will reimburse Contractor for the Procurement Item(s) properly ordered and/or services properly performed until the effective date of said notice. The State Entity will not be liable for any performance, commitments, penalties, or liquidated damages that accrue after the effective date of said written notice.

16. **SALES TAX EXEMPTION:** The Procurement Item(s) under this Contract will be paid for from the State Entity's funds and used in the exercise of the State Entity's essential functions as a State of Utah entity. Upon request, the State Entity will provide Contractor with its sales tax exemption number. It is Contractor's responsibility to request the State Entity's sales tax exemption number. It also is Contractor's sole responsibility to ascertain whether any tax deduction or benefits apply to any aspect of this Contract.

17. **WARRANTY OF PROCUREMENT ITEM(S):** Contractor warrants, represents and conveys full ownership and clear title, free of all liens and encumbrances, to the Procurement Item(s) delivered to the State Entity under this Contract. Contractor warrants for a period of one (1) year that: (i) the Procurement Item(s) perform according to all specific claims that Contractor made in its Response; (ii) the Procurement Item(s) are suitable for the ordinary purposes for which such Procurement Item(s) are used; (iii) the Procurement Item(s) are suitable for any special purposes identified in the Contractor's Response; (iv) the Procurement Item(s) are designed and manufactured in a commercially reasonable manner; (v) the Procurement Item(s) are manufactured and in all other respects create no harm to persons or property; and (vi) the Procurement Item(s) are free of defects. Unless otherwise specified, all Procurement Item(s) provided shall be new and unused of the latest model or design.

Remedies available to the State Entity under this section include, but are not limited to, the following: Contractor will repair or replace Procurement Item(s) at no charge to the State Entity within ten (10) days of any written notification informing Contractor of the Procurement Item(s) not performing as required under this Contract. If the repaired and/or replaced Procurement Item(s) prove to be inadequate, or fail its essential purpose, Contractor will refund the full amount of any payments that have been made. Nothing in this warranty will be construed to limit any rights or remedies the State Entity may otherwise have under this Contract.

18. **CONTRACTOR'S INSURANCE RESPONSIBILITY:** INTENTIONALLY DELETED

19. **RESERVED.**

20. **PUBLIC INFORMATION:** Contractor agrees that this Contract, related purchase orders, related pricing documents, and invoices will be public documents and may be available for public and private distribution in accordance with the State of Utah's Government Records Access and Management Act (GRAMA). Contractor gives the State Entity and the State of Utah

express permission to make copies of this Contract, related sales orders, related pricing documents, and invoices in accordance with GRAMA. Except for sections identified in writing by Contractor and expressly approved by the State of Utah Division of Purchasing and General Services, Contractor also agrees that the Contractor's Response will be a public document, and copies may be given to the public as permitted under GRAMA. The State Entity and the State of Utah are not obligated to inform Contractor of any GRAMA requests for disclosure of this Contract, related purchase orders, related pricing documents, or invoices.

21. **DELIVERY:** All deliveries under this Contract will be F.O.B. Destination Freight Prepaid and Allowed, unless specifically negotiated otherwise and explicitly written in this contract, with all transportation and handling charges paid for by Contractor. Responsibility and liability for loss or damage will remain with Contractor until final inspection and acceptance when responsibility will pass to the State Entity, except as to latent defects or fraud. Contractor shall strictly adhere to the delivery and completion schedules specified in this Contract.

22. **ACCEPTANCE AND REJECTION:** The State Entity shall have thirty (30) days after delivery of the Procurement Item(s) to perform an inspection of the Procurement Item(s) to determine whether the Procurement Item(s) conform to the standards specified in the Solicitation and this Contract prior to acceptance of the Procurement Item(s) by the State Entity.

If Contractor delivers nonconforming Procurement Item(s), the State Entity may, at its option and at Contractor's expense: (i) return the Procurement Item(s) for a full refund; (ii) require Contractor to promptly correct or replace the nonconforming Procurement Item(s); or (iii) obtain replacement Procurement Item(s) from another source, subject to Contractor being responsible for any cover costs. Contractor shall not redeliver corrected or rejected Procurement Item(s) without: first, disclosing the former rejection or requirement for correction; and second, obtaining written consent of the State Entity to redeliver the corrected Procurement Item(s). Repair, replacement, and other correction and redelivery shall be subject to the terms of this Contract.

23. **INVOICING:** Contractor will submit invoices within thirty (30) days of the delivery date of the Procurement Item(s) to the State Entity. The contract number shall be listed on all invoices, freight tickets, and correspondence relating to this Contract. The prices paid by the State Entity will be those prices listed in this Contract, unless Contractor offers a prompt payment discount within its Response or on its invoice. The State Entity has the right to adjust or return any invoice reflecting incorrect pricing.

24. **PAYMENT:** Payments are to be made within thirty (30) days after a correct invoice is received. All payments to Contractor will be remitted by mail, electronic funds transfer, or the State of Utah's Purchasing Card (major credit card). If payment has not been made after sixty (60) days from the date a correct invoice is received by the State Entity, then interest may be added by Contractor as prescribed in the Utah Prompt Payment Act. The acceptance by Contractor of final payment, without a written protest filed with the State Entity within ten (10) business days of receipt of final payment, shall release the State Entity and the State of Utah from all claims and all liability to the Contractor. The State Entity's payment for the Procurement Item(s) and/or services shall not be deemed an acceptance of the Procurement Item(s) and is without prejudice to any and all claims that the State Entity or the State of Utah may have against Contractor. The State of Utah and the State Entity will not allow the Contractor to charge end users electronic payment fees of any kind.

25. **INDEMNIFICATION RELATING TO INTELLECTUAL PROPERTY:** Contractor will indemnify and hold the State Entity and the State of Utah harmless from and against any and all damages, expenses (including reasonable attorneys' fees), claims, judgments, liabilities, and costs in any action or claim brought against the State Entity or the State of Utah for infringement of a third-party's copyright, trademark, trade secret, or other proprietary right. The parties agree that if there are any limitations of Contractor's liability, such limitations of liability will not apply to this section.

26. **OWNERSHIP IN INTELLECTUAL PROPERTY:** The State Entity and Contractor each recognizes that each has no right, title, or interest, proprietary or otherwise, in the intellectual property owned or licensed by the other, unless otherwise agreed upon by the parties in writing. All Procurement Item(s), documents, records, programs, data, articles, memoranda, and other materials not developed or licensed by Contractor prior to the execution of this Contract, but specifically manufactured under this Contract shall be considered work made for hire, and Contractor shall transfer any ownership claim to the State Entity.

## 27. OWNERSHIP IN CUSTOM DELIVERABLES: INTENTIONALLY DELETED

28. **ASSIGNMENT:** Contractor may not assign, sell, transfer, subcontract or sublet rights, or delegate any right or obligation under this Contract, in whole or in part, without the prior written approval of the State Entity.

29. **REMEDIES:** Any of the following events will constitute cause for the State Entity to declare Contractor in default of this Contract: (i) Contractor's non-performance of its contractual requirements and obligations under this Contract; or (ii) Contractor's material breach of any term or condition of this Contract. The State Entity may issue a written notice of default providing a ten (10) day period in which Contractor will have an opportunity to cure. Time allowed for cure will not diminish or eliminate Contractor's liability for damages. If the default remains after Contractor has been provided the opportunity to cure, the State Entity may do one or more of the following: (i) exercise any remedy provided by law or equity; (ii) terminate this Contract; (iii) impose liquidated damages, if liquidated damages are listed in this Contract; (iv) debar/suspend Contractor from receiving future contracts from the State Entity or the State of Utah; or (v) demand a full refund of any payment that the State Entity has made to Contractor under this Contract for Procurement Item(s) that do not conform to this Contract.

30. **FORCE MAJEURE:** Neither party to this Contract will be held responsible for delay or default caused by fire, riot, act of God, and/or war which is beyond that party's reasonable control. The State Entity may terminate this Contract after determining such delay will prevent successful performance of this Contract.

31. **CONFIDENTIALITY:** If Contractor has access to or processes Confidential Information, Contractor shall: (i) advise its agents, officers, employees, partners, and Subcontractors of the obligations set forth in this Contract; (ii) keep all Confidential Information strictly confidential; and (iii) comply with any requirements contained in the contract regarding permitted uses and disclosures of personal data, measures designed to safeguard personal data, and the destruction of personal data. Contractor will promptly notify the State Entity of any potential or actual misuse or misappropriation of Confidential Information, including

any data breaches, in accordance with UCA 63A-19 Government Data Privacy Act. In Accordance with UCA 63A-19, Contractor must comply with all the same requirements regarding personal data as the State. .

Contractor shall be responsible for any breach of this duty of confidentiality, including any required remedies and/or notifications under applicable law. Contractor shall indemnify, hold harmless, and defend the State Entity and the State of Utah, including anyone for whom the State Entity or the State of Utah is liable, from claims related to a breach of this duty of confidentiality, including any notification requirements, by Contractor or anyone for whom the Contractor is liable.

Upon termination or expiration of this Contract, Contractor will return all copies of Confidential Information to the State Entity or certify, in writing, that the Confidential Information has been destroyed. This duty of confidentiality shall be ongoing and survive the termination or expiration of this Contract.

32. **PUBLICITY:** Contractor shall submit to the State Entity for written approval all advertising and publicity matters relating to this Contract. It is within the State Entity's sole discretion whether to provide approval, which approval must be in writing.
33. **WORK ON STATE OF UTAH OR ELIGIBLE USER PREMISES:** Contractor shall ensure that personnel working on State of Utah premises shall: (i) abide by all of the rules, regulations, and policies of the premises; (ii) remain in authorized areas; (iii) follow all instructions; and (iv) be subject to a background check, prior to entering the premises. The State of Utah or Eligible User may remove any individual for a violation hereunder.
34. **CONTRACT INFORMATION:** INTENTIONALLY DELETED
35. **WAIVER:** A waiver of any right, power, or privilege shall not be construed as a waiver of any subsequent right, power, or privilege.
36. **SUSPENSION OF WORK:** Should circumstances arise which would cause the State Entity to suspend Contractor's responsibilities under this Contract, but not terminate this Contract, this will be done by formal written notice pursuant to the terms of this Contract. Contractor's responsibilities may be reinstated upon advance formal written notice from the State Entity.
37. **CHANGES IN SCOPE:** Any changes in the scope of the Procurement Item(s) to be performed under this Contract shall be in the form of a written amendment to this Contract, mutually agreed to and signed by both parties, specifying any such changes, fee adjustments, any adjustment in time of performance, or any other significant factors arising from the changes in the scope of the Procurement Item(s).
38. **PROCUREMENT ETHICS:** Contractor understands that a person who is interested in any way in the sale of any, Procurement Item(s), supplies, , construction, or insurance to the State of Utah is violating the law if the person gives or offers to give any compensation, gratuity, contribution, loan, reward, or any promise thereof to any person acting as a procurement officer on behalf of the State of Utah, or to any person in any official capacity who participates in the procurement of such Procurement Item(s), supplies, , construction, or insurance, whether it is given for their own use or for the use or benefit of any other person or organization.
39. **ATTORNEY'S FEES:** INTENTIONALLY DELETED
40. **TRAVEL COSTS:** If travel expenses are permitted by the Solicitation, then all travel costs associated with the delivery of Procurement Item(s) under this Contract will be paid according to the rules and per diem rates found in the Utah Administrative Code R25-7. Invoices containing travel costs outside of these rates will be returned to Contractor for correction.
41. **DISPUTE RESOLUTION:** INTENTIONALLY DELETED
42. **ORDER OF PRECEDENCE:** In the event of any conflict in the terms and conditions in this Contract, the order of precedence shall be: (i) this Attachment A; (ii) Contract Signature Page(s); (iii) the State of Utah's additional terms and conditions, if any; (iv) any other attachment listed on the Contract Signature Page(s); and (v) Contractor's terms and conditions that are attached to this Contract, if any. Any provision attempting to limit the liability of Contractor or limit the rights of the State Entity or the State of Utah must be in writing and attached to this Contract or it is rendered null and void.
43. **SURVIVAL OF TERMS:** Termination or expiration of this Contract shall not extinguish or prejudice the State Entity's right to enforce this Contract with respect to any default of this Contract or defect in the Procurement Item(s) that has not been cured, or of any of the following clauses, including: Governing Law and Venue, Laws and Regulations, Records Administration, Remedies, Dispute Resolution, Indemnity, Newly Manufactured, Indemnification Relating to Intellectual Property, Warranty of Procurement Item(s), Insurance.
44. **SEVERABILITY:** The invalidity or unenforceability of any provision, term, or condition of this Contract shall not affect the validity or enforceability of any other provision, term, or condition of this Contract, which shall remain in full force and effect.
45. **ERRORS AND OMISSIONS:** Contractor shall not take advantage of any errors and/or omissions in this Contract. The Contractor must promptly notify the State of any errors and/or omissions that are discovered.
46. **ENTIRE AGREEMENT:** This Contract constitutes the entire agreement between the parties and supersedes any and all other prior and contemporaneous agreements and understandings between the parties, whether oral or written.
47. **ANTI-BOYCOTT ACTIONS:** In accordance with Utah Code 63G-27 et seq., Contractor certifies that it is not currently engaged in any "economic boycott" nor a "boycott of the State of Israel" as those terms are defined in Section 63G-27-102. Contractor further certifies that it has read and understands 63G-27 et. seq., that it will not engage in any such boycott action during the term of this Contract, and that if it does, it shall promptly notify the State in writing.
48. **TIME IS OF THE ESSENCE:** The Procurement Item(s) shall be completed by any applicable deadline stated in this Contract. For all Procurement Item(s), time is of the essence. Contractor shall be liable for all reasonable damages to the State Entity, the State of Utah, and anyone for whom the State of Utah may be liable as a result of Contractor's failure to timely perform the Procurement Item(s) required under this Contract.
49. **PERFORMANCE EVALUATION:** The State Entity may conduct a performance evaluation of Contractor's Procurement

Item(s), including Contractor's Subcontractors. Results of any evaluation may be made available to Contractor upon request.

50. **STANDARD OF CARE:** The Procurement Item(s) of Contractor and its Subcontractors shall be performed in accordance with the standard of care exercised by licensed members of their respective professions having regular experience providing similar Procurement Item(s) which similarities include the type, magnitude, and complexity of the Procurement Item(s) that are the subject of this Contract. Contractor shall be liable to the State Entity and the State of Utah for claims, liabilities, additional burdens, penalties, damages, or third-party claims (e.g., another Contractor's claim against the State of Utah), to the extent caused by wrongful acts, errors, or omissions that do not meet this standard of care.
51. **REVIEWS:** The State Entity reserves the right to perform plan checks, plan reviews, other reviews, and/or comment upon the Procurement Item(s) of Contractor. Such reviews do not waive the requirement of Contractor to meet all of the terms and conditions of this Contract.
52. **Restricted Foreign Entities and Forced Labor:** In accordance with Utah law, Contractors contracting with the State certify that they are not providing a "forced labor product" as defined in Utah Code 63G-6a-121. If the Contractor is providing technology or technology services, networks, or systems, the Contractor certifies that the aforementioned does not come from a "restricted foreign entity," as also defined in UCA 63G-6a-121.

(Revision Date: 9/16/2024)

## Attachment B: Budget



J-U-B ENGINEERS, INC.

### J-U-B ENGINEERS, Inc. AGREEMENT FOR PROFESSIONAL SERVICES

**PROJECT NAME:** Box Elder Water Master Plan

**CLIENT:** Box Elder County

**J-U-B PROJECT NUMBER:** 57-24-010

**CLIENT PROJECT NUMBER:**

**ATTACHMENT TO:**

**AGREEMENT DATED: 4/1/2024; or**

**AUTHORIZATION FOR CONTRACT AMENDMENT #X; DATED:**

The referenced Agreement for Professional Services executed between J-U-B ENGINEERS, Inc. (J-U-B) and the CLIENT is amended and supplemented to include the following provisions regarding the Scope of Services, Basis of Fee, and/or Schedule:

#### PART 1 - PROJECT UNDERSTANDING

J-U-B's understanding of this project's history and CLIENT's general intent and scope of the project are described as follows:

Prepare a county wide water master plan based on water supply and demand data and input received by water stakeholders. Prepare region specific action plans for each of the seven regions in the county boundaries.

#### PART 2 - SCOPE OF SERVICES BY J-U-B

J-U-B's Services under this Agreement are limited to the following tasks. Any other items necessary to plan and implement the project, including but not limited to those specifically listed in PART 3, are the responsibility of CLIENT.

##### A. Task 000: Project Management

- a. Set up project into J-U-B's financial and record keeping systems for document retention and project controls.
- b. Conduct project planning and risk assessment.
- c. Coordinate quality assurance / quality control (QA/QC) processes.
- d. Communicate and coordinate J-U-B team activities with kickoff and progress meetings as required.
- e. Regularly monitor project status, budget and schedule.
- f. Attend 24 client progress meetings to report project status.
- g. Provide a regular report to CLIENT on project status, budget and schedule.
- h. Provide a monthly invoice including budget status.
- i. Provide ongoing document handling and filing.
- j. Produce hard copy of the reports and digital files for all report materials
- k. Close Project
  - i. Archive paper and electronic files and records.
  - ii. Communicate the project completion to CLIENT and other affected agencies and stakeholders, as required.
  - iii. Close financial billing and accounting records in J-U-B's financial and record-keeping systems.
- l. Hold project kickoff meeting
- m. Hold 90% review meeting

- i. Assumptions:
  - (a) 24 client progress meetings that will occur approximately once per month with a few months with more than one meeting.
- ii. Deliverables:
  - (a) One hard copy of master plan reports and digital files for the reports
  - (b) Project kickoff meeting minutes
  - (c) 90% review meeting minutes

#### **B. Task 010: Public Meetings**

- 1. For this task, J-U-B will:
  - a. Plan and facilitate a County Wide introduction meeting
  - b. Plan and facilitate 7 Regional working meetings to report initial findings and receive feedback
  - c. Plan and facilitate 7 Regional recommendation meetings to present recommendations and receive feedback
  - d. Plan and facilitate a county-wide meeting to present regional plans
- i. Assumptions:
  - (a) A total of 16 public meetings will be held
- ii. Deliverables:
  - (a) Meeting minutes and materials for the 16 meetings will be shared with stakeholders and included in the final reports

#### **C. Task 020: Analyze Water Suppliers**

- 1. For this task, J-U-B will:
  - a. Identify public and private culinary and irrigation water suppliers in Box Elder County
    - i. Gather public water systems information from state drinking water site
    - ii. Create list of irrigation suppliers
  - b. Conduct interviews with each water supplier
    - i. Assumptions:
      - (a) 45 stakeholder interviews. Combine small irrigation system interviews together in group meetings
    - ii. Deliverables:
      - (a) Interview summary notes to be included in the final reports

#### **D. Task 030: Analyze Water Resources**

- 1. For this task, J-U-B will:
  - a. Identify reliable water supply of individual sources based on flow rates and/or volumes
  - b. Identify surplus or deficit supply (identify demands)
  - c. Identify needed or missing hydrologic data, if any
  - d. Create a plan for future water resource development
  - e. Determine policies and procedures for varying supply conditions

- i. Assumptions:
  - (a) Utilize water supply and demand data from DWRe and/or DWRe and information from representatives of the water systems
  - (b) J-U-B will identify the needed or missing data but will not be creating or preparing data that is missing
- ii. Deliverables:
  - (a) Report section documenting assumptions, process, and findings with recommended policies and procedures

#### **E. Task 040: Identify BMP's**

- 1. For this task, J-U-B will:
  - a. Create a ranked list of BMP's and level of support for each one
    - i. Assumptions:
      - (a) J-U-B will utilize interviews and stakeholder interviews to identify and help rank the BMP's
    - ii. Deliverables:
      - (a) Ranked list of BMP's based on level of support of the stakeholders

#### **F. Task 050: Identify and Describe Appropriate Rules and Regulations**

- 1. For this task, J-U-B will:
  - a. Review recent legislative changes, state-level policies, and regulations to create a framework within which to operate in the future
    - i. Recent Legislation (since 2022)
    - ii. Policies with Great Salt Lake
    - iii. Utah Division of Water Rights Policies
    - iv. Utah Division of Drinking Water Policies
    - v. Community and County General Plans
    - vi. Local community ordinances and regulations
  - vii. Assumptions:
    - (a) The policy changes review will be from year 2022 up through the 2025 legislative session
  - viii. Deliverables:
    - (a) Operation framework based on recent policies and regulations

#### **G. Task 060: Produce Growth Scenarios**

- 1. For this task, J-U-B will:
  - a. Identify growth rates and patterns within individual regions
  - b. Project an existing and an aggressive future growth rate for each region
  - c. Identify multiple growth patterns corresponding to the values identified in the Box Elder General Plan
  - d. Identify and consider additional scenarios not contemplated by the Box Elder General Plan
  - e. Create a matrix of alternatives for growth rates and patterns for each region. Have regional participants rank preferences and comment on each alternative

- i. Assumptions:
  - (a) Evaluation of one additional growth scenario that was not contemplated in the general plan per region.
- ii. Deliverables:
  - (a) Tabulated growth rates for each scenario
  - (b) Matrix of alternatives for growth scenarios for each region

#### **H. Task 070: Create Regional Plans**

- 1. For this task, J-U-B will:
  - a. Create written plans for each of the seven regions to summarize the master plan process and provide an action plan for each of the seven regions.
  - i. Assumptions:
    - (a) We will create a written report that summarizes the overall plan and process to create the plan and include a region-specific action plan for the seven individual reports.
  - ii. Deliverables:
    - (a) Seven reports with the same information that applies to the entire county with the region-specific action plans for each of the regions.
    - (b) Electronic report files from the plan to be posted on the BRWCD website and other websites.

### **PART 3 - CLIENT-PROVIDED WORK AND ADDITIONAL SERVICES**

- A. **CLIENT-Provided Work** - CLIENT is responsible for completing, or authorizing others to complete, all tasks not specifically included above in PART 2 that may be required for the project including, but not limited to:
  - 1. None
- B. **Additional Services** - CLIENT reserves the right to add future tasks for subsequent phases or related work to the scope of services upon mutual agreement of scope, additional fees, and schedule. These future tasks, to be added by amendment at a later date as Additional Services, may include:
  - 1. Additional interviews of water stakeholders or additional presentation meetings
  - 2. Design of recommended actions identified in the reports

### **PART 4 - BASIS OF FEE AND SCHEDULE OF SERVICES**

- A. CLIENT shall pay J-U-B for the identified Services in PART 2 as follows:
  - 1. For Lump Sum fees:
    - a. The portion of the Lump Sum amount billed for J-U-B's services will be based upon J-U-B's estimate of the percentage of the total services actually completed during the billing period.
  - 2. J-U-B may alter the distribution of compensation between individual tasks to be consistent with services actually rendered while not exceeding the total project amount.
- B. **Period of Services**
  - 1. If the planned period of service for the Tasks identified above extend more than one year, J-U-B's billing rates and/or fees for remaining Tasks may be increased to account for direct labor cost, rate table adjustments, or other inflationary increases. If that occurs, an adjustment to the billing rates and/or Fee will be computed based on remaining scope amount times the specific rate increase.

C. CLIENT acknowledges that J-U-B's schedule commitments outlined in Part 4 are subject to the standard of care and J-U-B will not be responsible for delays beyond our direct control.

D. The following table summarizes the fees and anticipated schedule for the services identified in PART 2.

Task Number	Task Name	Fee Type	Amount	Anticipated Schedule
000	Project Management	Lump Sum	\$51,500	Concurrent with work progress
010	Public Meetings	Lump Sum	\$82,100	April 2024 through September 2025
020	Analyze Water Suppliers	Lump Sum	\$53,700	March 2024 through June 2024
030	Analyze Water Resources	Lump Sum	\$73,800	March 2024 through June 2025
040	Identify BMP's	Lump Sum	\$8,400	February 2024 through November 2025
050	Identify and Describe Appropriate Rules and Regulations	Lump Sum	\$25,400	February 2025 through March 2025
060	Produce Growth Scenarios	Lump Sum	\$78,100	August 2024 through March 2025
070	Create Regional Plans	Lump Sum	\$156,800	January 2025 through November 2025
<b>Total:</b>				<b>\$529,800</b>

E. Electronic deliverables provided to the CLIENT as part of the work described within this Attachment are subject to the provisions of J-U-B's "electronic document/data limited license" found at [edocs.jub.com](http://edocs.jub.com)

**Exhibit(s):**

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*For internal J-U-B use only:*

PROJECT LOCATION (STATE): Utah

TYPE OF WORK: County

R&D: Yes

GROUP: Municipal

PROJECT DESCRIPTION(S):

1. Water Supply/Distribution (W03)
2. Planning (P05)

## **Attachment C (County Funding Contract)**

A county contractor shall provide a water use and preservation element that integrates land and water use into the county's proposed general plan. The county's plan shall address:

- The effect of permitted development or development patterns on water demand and water infrastructure by developing a water budget.
- Methods of reducing water demand and per capita water use for existing development.
- Methods of reducing water demand and per capita water use for future development.
- Modifications that can be made to a local government's operations to reduce and eliminate wasteful water practices.
- Identification of each agriculture protection area within the county's boundary along with land to be protected by agriculture easements.
- The process for identifying irrigation canal/ditch companies that have delivery systems within the county or city boundaries.
- A plan to coordinate with cities to protect delivery systems' integrity and public health.
- Water-efficient irrigation practices both on the farm and within the irrigation water delivery systems that support regional water conservation goals.
- An understanding and list of all public drinking water systems in the county including their production and storage capacity and populations served.
- Documentation of the county's consultation with the community water systems within unincorporated areas of the county, including their water supply planning (including source production and storage capacity), and their water distribution planning (including master plans, infrastructure asset management programs and plans, infrastructure replacement plans, and impact fee facilities plans).
- Strategies for water supply diversification.

A county contractor shall consult with the Division of Water Resources, the Division of Drinking Water, and the Department of Agriculture and Food through email, phone calls, meetings, or planning comments, as required by Utah Code § 17-27a-403.

ORDINANCE NO. 623

**AN ORDINANCE OF BOX ELDER COUNTY REPEALING "AMENDED ORDINANCE NO. 204" RELATING TO SPOTLIGHTING IN BOX ELDER COUNTY.**

**WHEREAS**, the Utah State Legislature has recently amended and updated Utah Code §23-13-17 entitled "*Spotlighting of coyote, red fox, striped skunk and raccoon*" by replacing it with §23A-1-204 of the Utah Code entitled "*Night hunting of nonprotected wildlife*"; and

**WHEREAS**, the amended and updated Utah Code §23A-1-204 provides that night hunting of nonprotected wildlife is only allowed in a county when that county has adopted an ordinance allowing night hunting of nonprotected wildlife in accordance with the provisions of Utah Code §23A-1-204; and

**WHEREAS**, on February 5, 1996 Box Elder County adopted Amended Ordinance No. 204 to provide for spotlighting in accordance with Utah Code §23-13-7, which has now been replaced by Utah Code §23A-1-204, and as a result, Amended Ordinance No. 204 does not conform to the requirements of the recently adopted Utah Code §23A-1-204; and

**WHEREAS**, the Box Elder County Sheriff does not feel that spotlighting or night hunting is safe, appropriate or compatible with the agricultural, livestock and recreational uses and practices of Box Elder County, and has requested that no spotlighting or night hunting be allowed in Box Elder County; and

**WHEREAS**, the Box Elder County Sheriff has requested that Amended Ordinance No. 204 be repealed, and that no new ordinance for night hunting as required by Utah Code §23A-1-204 be adopted by Box Elder County, the effect of which would be to prohibit any and all night hunting in Box Elder County; and

**WHEREAS**, the Box Elder County Commission finds that prohibiting spotlighting and/or night hunting in Box Elder County would be in the best interests of and benefit the health, safety and welfare of the residents of Box Elder County; and

**WHEREAS**, the Box Elder County Commission further finds that repealing Amended Ordinance No. 204 and not adopting any replacement ordinance would be in the best interests of and benefit the health, safety and welfare of the residents of Box Elder County;

**NOW THEREFORE**, the County Legislative body of Box Elder County, with \_\_\_\_ members present and \_\_\_\_ members voting in favor thereof, does hereby ordain as follows:

**Section 1:** Repeal of Amended Ordinance No. 204. Amended Ordinance No. 204, which was adopted by Box Elder County on February 5, 1996, is hereby repealed in its entirety.

Section 2: Effective Date. This ordinance shall become effective immediately.

PASSED, ADOPTED AND A SYNOPSIS ORDERED PUBLISHED this 14<sup>th</sup> day of May, 2025 by the Board of County Commissioners of Box Elder County, Utah.

Commissioner Bingham  
Commissioner Perry  
Commissioner Vincent

Voting aye  
Voting aye  
Voting aye

Boyd Bingham

Boyd Bingham  
Chair, Box Elder County Commission

Attest:

Marla Young  
Marla Young  
Box Elder County Clerk



**MODIFICATION OF GRANT OR AGREEMENT**PAGE OF PAGES  
1 9

1. U.S. FOREST SERVICE GRANT/AGREEMENT NUMBER: 21-LE-11041914-005	2. RECIPIENT/COOPERATOR GRANT or AGREEMENT NUMBER, IF ANY:	3. MODIFICATION NUMBER: 005
4. NAME/ADDRESS OF U.S. FOREST SERVICE UNIT ADMINISTERING GRANT/AGREEMENT (unit name, street, city, state, and zip + 4):  U.S. Forest Service, Region 4 324 25 <sup>th</sup> Street Ogden, UT 84401	5. NAME/ADDRESS OF U.S. FOREST SERVICE UNIT ADMINISTERING PROJECT/ACTIVITY (unit name, street, city, state, and zip + 4):  U.S. Forest Service 1405 Hollipark Drive Idaho Falls, ID 83401	
6. NAME/ADDRESS OF RECIPIENT/COOPERATOR (street, city, state, and zip + 4, county):  County of Box Elder 1 S Main ST Brigham City, Utah 83402-2548	7. RECIPIENT/COOPERATOR'S HHS SUB ACCOUNT NUMBER (For HHS payment use only):	

**8. PURPOSE OF MODIFICATION**

CHECK ALL THAT APPLY:	This modification is issued pursuant to the modification provision in the grant/agreement referenced in item no. 1, above.
<input type="checkbox"/>	CHANGE IN PERFORMANCE PERIOD:
<input checked="" type="checkbox"/>	CHANGE IN FUNDING: Increase Obligations by \$6,000.00
<input checked="" type="checkbox"/>	ADMINISTRATIVE CHANGES: Add Cooperator Administrative Contact and Forest Signatory see Box 9.
<input type="checkbox"/>	OTHER (Specify type of modification):

Except as provided herein, all terms and conditions of the Grant/Agreement referenced in 1, above, remain unchanged and in full force and effect.

## 9. ADDITIONAL SPACE FOR DESCRIPTION OF MODIFICATION (add additional pages as needed):

Provisions of the Agreement are modified as follows:

Update Exhibit A for 2025 Operating and Financial Plan

Add Cooperator Administrative Contact

Cade Palmer  
52 South 100 West  
Brigham City, UT 84302-0888  
435-734-3880  
Email: cpalmer@boxeldercountyut.gov

Update Cooperator Official Contact,  
Sheriff Kevin Potter  
Email: kbpotter@boxeldercountyut.gov

Add Forest Service Signatory

Kelly Orr  
Forest Supervisor  
Uinta-Wasatch-Cache National Forest  
857 West South Jordan Parkway  
South Jordan, UT 84095  
Email: Kelley.Orr@usda.gov

**10. ATTACHED DOCUMENTATION (Check all that apply):**

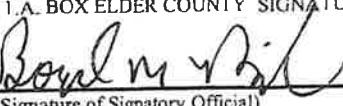
Revised Scope of Work



<input type="checkbox"/>	Revised Financial Plan
<input checked="" type="checkbox"/>	Other: Operating and Financial Plan and Addendum A

## 11. SIGNATURES

**AUTHORIZED REPRESENTATIVE:** BY SIGNATURE BELOW, THE SIGNING PARTIES CERTIFY THAT THEY ARE THE OFFICIAL REPRESENTATIVES OF THEIR RESPECTIVE PARTIES AND AUTHORIZED TO ACT IN THEIR RESPECTIVE AREAS FOR MATTERS RELATED TO THE ABOVE-REFERENCED GRANT/AGREEMENT.

11.A. BOX ELDER COUNTY SIGNATURE  (Signature of Signatory Official)	11.B. DATE SIGNED 5-28-2005	11.C. U.S. FOREST SERVICE SIGNATURE  (Signature of Signatory Official)	11.D. DATE SIGNED
11.E. NAME (type or print): BOYD BINGHAM, Chairman	11.F. NAME (type or print): KELLY ORR		
11.G. TITLE (type or print): County Board of Commissioners	11.H. TITLE (type or print): Forest Supervisor, Unita-Wasatch-Cache National Forest		
11.I. BOX ELDER COUNTY SHERIFF SIGNATURE  (Signature of Signatory Official)	11.J. DATE SIGNED MAY 27 2025	11.K. U.S. FOREST SERVICE SIGNATURE  (Signature of Signatory Official)	11.L. DATE SIGNED
11.M. NAME (type or print): KEVIN POTTER	11.N. NAME (type or print): LARRY HALL		
11.O. TITLE (type or print): Sheriff	11.P. TITLE (type or print): Special Agent in Charge		

## 12. G&A REVIEW

12.A. The authority and format of this modification have been reviewed and approved for signature by:

  
ROBERT  
BUTLER  
ROBERT BUTLER  
U.S. Forest Service Grants & Agreements Specialist

12.B. DATE SIGNED

### Burden Statement

According to the Paperwork Reduction Act of 1995, an agency may not conduct or sponsor, and a person is not required to respond to a collection of information unless it displays a valid OMB control number. The valid OMB control number for this information collection is 0596-0217. The time required to complete this information collection is estimated to average 30 minutes per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information.

The U.S. Department of Agriculture (USDA) prohibits discrimination in all its programs and activities on the basis of race, color, national origin, age, disability, and where applicable, sex, marital status, familial status, parental status, religion, sexual orientation, genetic information, political beliefs, reprisal, or because all or part of an individual's income is derived from any public assistance. (Not all prohibited bases apply to all programs.) Persons with disabilities who require alternative means for communication of program information (Braille, large print, audiotape, etc.) should contact USDA's TARGET Center at 202-720-2600 (voice and TDD).

To file a complaint of discrimination, write USDA, Director, Office of Civil Rights, 1400 Independence Avenue, SW, Washington, DC 20250-9410 or call toll free (866) 632-9992 (voice). TDD users can contact USDA through local relay or the Federal relay at (800) 877-8339 (TDD) or (866) 377-8642 (relay voice). USDA is an equal opportunity provider and employer.

FS Agreement No. 21-LE-11041914-005

Cooperator Agreement No. \_\_\_\_\_

**EXHIBIT A**

**COOPERATIVE LAW ENFORCEMENT OPERATING & FINANCIAL PLAN**  
**Between The**  
**County of Box Elder**  
**And the**  
**USDA, FOREST SERVICE**  
**UINTA-WASATCH-CACHE NATIONAL FOREST**

**2025 OPERATING AND FINANCIAL PLAN**

This Financial and Operating Plan (Operating Plan), is hereby made and entered into by and between the County of Box Elder, hereinafter referred to as "the cooperator," and the United States Department of Agriculture (USDA), Forest Service, Uinta-Wasatch-Cache National Forest, hereinafter referred to as the "U.S. Forest Service," under the provisions of Cooperative Law Enforcement Agreement # #21-LE-11041914-005. This Operating and Financial Plan is made and agreed to as of the last signature date on the Cooperative Law Enforcement Agreement and is in effect through , September 30, 2026, unless modified during the annual review.

Previous Year Carry-over: \$4,570.35.

Current FY2024 Year Obligation: \$6,000.00

**FY2025 Total Available: \$10,570.35**

**Mod 005**

**I. GENERAL:**

A. The following individuals shall be the designated and alternate representative(s) of each party, so designated to make or receive requests for special enforcement activities.

**Principal Cooperator Contacts:**

Cooperator Program Contact	Cooperator Administrative Contact
Kevin Potter Sheriff Box Elder County Sheriff's Office 52 South 1000 West Brigham City, Utah 84302-0888 (435) 734-3818 Email: <a href="mailto:kbpotter@boxeldercounty.org">kbpotter@boxeldercounty.org</a>	Cade Palmer 52 South 1000 West Brigham City, Utah 84302-0888 435-734-3880 Email: <a href="mailto:cpalmer@boxeldercounty.org">cpalmer@boxeldercounty.org</a>

**Principal U.S. Forest Service Contacts:**

(Rev. 12-13)



U.S. Forest Service Program Manager Contact	U.S. Forest Service Administrative Contact
Ragan Hall, Supervisory Administrative Specialist 324 25th Street Ogden, UT 84401 Telephone: (801) 625-5780 Email: <a href="mailto:ragan.hall@usda.gov">ragan.hall@usda.gov</a>	Robert Butler 324 25 <sup>th</sup> ST Ogden, Utah 84401 Email: <a href="mailto:Robert.butler@usda.gov">Robert.butler@usda.gov</a>
Tawny Myers Law Enforcement Officer Ogden Ranger District 507 25 <sup>th</sup> Street, Suite 103 Ogden, Utah 84401-2485 Telephone: (801) 625-5835 Email: <a href="mailto:tawnylynn.myers@usda.gov">tawnylynn.myers@usda.gov</a>	

B. Reimbursement for all types of enforcement activities shall be at the following rates unless specifically stated otherwise:

Vehicle mileage will be paid at the prevailing rate.  
Wages at the prevailing rate plus applicable fringe benefits.

**Please send an invoice that displays actual expenditures to date of the invoice, displayed by separate costs elements, with documentation to support the number of hours worked along with patrol logs or other supporting information.**

## II. PATROL ACTIVITIES:

A. Time schedules for patrols will be flexible to allow for emergencies, other priorities, and day-to-day needs of both Cooperator and the U.S. Forest Service. Ample time will be spent in each area to make residents and visitors aware that law enforcement officers are in the vicinity.

1. Patrol on following U.S. Forest Service roads:

Patrol areas on the Uinta-Wasatch-Cache National Forest within Box Elder County with emphasis on Box Elder Canyon, Willard Basin/Dock Flat area and the Wasatch Front area between Deweyville and Willard.

Patrol areas on the Sawtooth National Forest within Box Elder County with emphasis on Clear Creek and One Mile camping and recreation areas in the Raft River Division of the Forest.



2. Patrol in the following campgrounds, developed sites, or dispersed areas:

All campground and developed sites, and dispersed areas in the Uinta-Wasatch-Cache and Sawtooth National Forest areas within Box Elder County.

Total reimbursement for this category shall not exceed the amount of: **\$10,570.35**

**III. TRAINING:**

*See Cooperative Law Enforcement Agreement Provision IV-K for additional information.*

Total reimbursement for this category shall not exceed the amount of: **\$0.00**

**IV. EQUIPMENT:**

*See Cooperative Law Enforcement Agreement Provisions IV-K, IV-L, and IV-M for additional information.*

Total reimbursement for this category shall not exceed the amount of: **\$0.00**

**V. SPECIAL ENFORCEMENT SITUATIONS:**

A. Special Enforcement Situations include but are not limited to: Fire Emergencies, Drug Enforcement, and certain Group Gatherings.

B. Funds available for special enforcement situations vary greatly from year to year and must be specifically requested and approved prior to any reimbursement being authorized. Requests for funds should be made to the U.S. Forest Service designated representative listed in Item I-A of this Operating Plan. The designated representative will then notify the cooperator whether funds will be authorized for reimbursement. If funds are authorized, the parties will then jointly prepare a revised Operating Plan.

1. Drug Enforcement: This will be handled on a case-by-case basis. The request will normally come from the patrol Captain; however, it may come from the Special Agent in Charge or their designated representative. Reimbursement shall be made at the rates specified in Section I-B. Deputies assigned to the incident will coordinate all of their activities with the designated officer in charge of the incident.

2. Fire Emergency: During emergency fire suppression situations and upon request by the U.S. Forest Service pursuant to an incident resource order, the Cooperator agrees to provide special services beyond those provided under Section II-A, within the Cooperator's resource capabilities, for the enforcement of State and local laws related to the protection of persons and their property. The Cooperator will be compensated at the rate specified in Section I-B; the U.S. Forest Service will specify times and schedules. Upon concurrence of the local patrol Captain or



their designated representative, an official from the Incident Management Team managing the incident, Cooperator personnel assigned to an incident where meals are provided will be entitled to such meals.

Addendum A (attached) provides the specific information on the procedures and requirements for requesting Fire Reimbursements from the U.S. Forest Service. Any questions or clarifications necessary concerning incident/fire emergencies should be directed to the Grants Management Specialist listed under the U.S. Forest Service Administrative Contacts.

3. Group Gatherings: This includes but is not limited to situations which are normally unanticipated, or which typically include very short notices, large group gatherings such as rock concerts, demonstrations, and organization rendezvous. Upon authorization by a U.S. Forest Service representative listed in Section I-A for requested services of this nature, reimbursement shall be made at the rates specified in Section I-B. Deputies assigned to this type of incident will normally coordinate their activities with the designated officer in charge of the incident.

This includes but is not limited to situations which are normally unanticipated, or which typically include very short notice, large group gatherings such as rock concerts, demonstrations, and organizational rendezvous.

## **VI. BILLING FREQUENCY:**

*See Cooperative Law Enforcement Agreement Provisions II-H and III-B for additional information.*

A. Billing frequency is no more than quarterly and no longer than annually. Cooperator is approved to submit lump sum billing once all expenditures are complete for the annual operating period. The U.S. Forest Service will make payment for project costs upon receipt of an invoice and completed Form FS-5300-5, Cooperative Law Enforcement Activity Report. Each correct invoice shall display Cooperator actual expenditures to date. The invoice should be forwarded as follows, with preference on e-mail:

Submit original invoice(s) for payment to:

Copy to: Ragan Hall at  
USDA, Forest Service  
ragan.hall@usda.gov

Albuquerque Service Center  
Payments – Grants & Agreements  
4000 Masthead St. NE  
Albuquerque, NM 87109  
Fax 877-687-4894  
E-Mail: sm.fs.asc\_ga@usda.gov



B. The following is a breakdown of the total estimated costs associated with this Operating Plan.

Category	Estimated Costs	Not to Exceed by %
Patrol Activities	\$10,570.35	
Training		
Equipment		
Special Enforcement Situations		
<b>Total</b>	<b>\$10,570.35</b>	

C. Any remaining funding in this Operating Plan may be carried forward to the next f year and will be available to spend through the term of the Cooperative Law Enforcement Agreement, or deobligated at the request of the U.S. Forest Service. *See Cooperative Law Enforcement Agreement Provision IV-C.*

## Addendum A

### **U.S. Forest Service Fire Emergency Language & Billing Protocol Coop Law Enforcement Agreements / Operating & Financial Plan**

#### **Fire Emergencies:**

During fire emergencies, the U.S. Forest Service will reimburse the cooperator for actual costs incurred while the cooperator is providing assistance requested by either the Agency Administrator or Incident Commander.

Reimbursement for personnel wages and services are based upon the information in the resource order and must identify the number of roadblocks, number of personnel required, hours and time frame required, and must be ordered by the Incident Commander or Agency Administrator. A copy of the resource order generated for the request for assistance will be provided by U.S. Forest Service dispatch to the cooperator. It is critically important that the Incident Management Team, Agency Administrator, and the Sheriff /County Official agree to what emergency services are needed and listed in the Resource Order and Incident Action Plans for each day until this resource is no longer required.

Upon request of the Agency Administrator or Incident Commander, a Cooperator designated Liaison(s) to the fire incident(s) may be established. The liaison will be requested via an incident resource order. The liaison(s) primary duties, on behalf of the County Sheriff, will be to attend public meetings, planning, and Incident Command meetings. Eligible costs for reimbursement will include personnel time.

If meals and lodging are required for cooperator officials, authorization must be documented using the standard fire meals and lodging authorization forms provided by the host fire unit. Cooperator personnel directly assigned to the incident by a resource order will be entitled to meals that are provided on the incident.

Administrative support (e.g. posting incident time, delivering meals, bill preparation, etc.) will be reimbursed on an actual cost basis. The cooperator will prepare and submit an itemized accounting of actual cost as part of the reimbursement request.

#### **What is not eligible for reimbursement?**

1. Law enforcement duties that are within the normal jurisdictional responsibilities such as enforcement, patrols, evacuation.
2. Automotive repairs, tires, and services are covered in the prevailing wage rate as identified in the OP Provision I. B.

#### **Billing Protocol:**

Documentation required to be submitted by the cooperator to the U.S. Forest Service for payment processing:

- Resource Order. Resource order will state what kind of assistance is ordered, how many people requested, and the time period for the services as ordered by the Incident Commander or Agency Administrator.
- Copy of Cooperative Law Enforcement Agreement and Operating & Financial Plan.
- UEI number.
- Active status in System for Award Management (SAM).
- Tax ID number.

- Breakout of actual costs:
  - Salary – Daily Crew Time Reports, Payroll summary by hours per day or timesheets of personnel.
  - Supplies – Copies of receipts with date and description of items purchased and U.S. Forest Service authorization (S# or FS Signature) for purchase.
  - Mileage – Summary by day by vehicle and personnel using the vehicle.
  - Incident Action Plans – copies of plans that document assignment to that incident.
  - Map of roadblock locations.

BILLINGS ARE NOT TO BE SUBMITTED TO THE EMAIL ([SM.FS.ASC\\_GA@USDA.GOV](mailto:SM.FS.ASC_GA@USDA.GOV))  
UNDER THE OBLIGATION ESTABLISHED THROUGH THE COOPERATIVE LAW  
ENFORCEMENT AGREEMENT.

Please coordinate remittance of billings to the Albuquerque Service Center, Incident Finance Branch through the local Fire Incident Business Specialist:

**Tamara Minnock**  
**Incident Business Specialist**  
[tamara.minnock@usda.gov](mailto:tamara.minnock@usda.gov)

Invoices must include the information identified above in the Billing Protocol section in order to be processed in a timely manner.

**Burden Statement**

According to the Paperwork Reduction Act of 1995, an agency may not conduct or sponsor, and a person is not required to respond to a collection of information unless it displays a valid OMB control number. The valid OMB control number for this information collection is 0596-0217. The time required to complete this information collection is estimated to average 3 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information.

The U.S. Department of Agriculture (USDA) prohibits discrimination in all its programs and activities on the basis of race, color, national origin, age, disability, and where applicable, sex, marital status, familial status, parental status, religion, sexual orientation, genetic information, political beliefs, reprisal, or because all or part of an individual's income is derived from any public assistance. (Not all prohibited bases apply to all programs.) Persons with disabilities who require alternative means for communication of program information (Braille, large print, audiotape, etc.) should contact USDA's TARGET Center at 202-720-2600 (voice and TDD).

To file a complaint of discrimination, write USDA, Director, Office of Civil Rights, 1400 Independence Avenue, SW, Washington, DC 20250-9410 or call toll free (866) 632-9992 (voice). TDD users can contact USDA through local relay or the Federal relay at (800) 877-8339 (TDD) or (866) 377-8642 (relay voice). USDA is an equal opportunity provider and employer.

## **Statement of Work – Online Enrollment Services**

This Statement of Work is entered into as of this June 1, 2025, by and between GBS Benefits, Inc., a Utah corporation with offices at 2200 S Main St. Suite 600, South Salt Lake, UT 84115 ("GBS") and Box Elder County a Utah corporation with offices at #1 South Main Street County Court House, Brigham City, UT 84302, (the "Client") pursuant to that certain GBS Master Services Agreement by and between GBS and Client (the "Agreement"). This Statement of Work is incorporated into the Agreement by reference. Any term not otherwise defined herein shall have the meaning set forth in the Agreement.

### **DESCRIPTION OF SERVICES:**

GBS Online Services, including the following:

1. GBS agrees to build Client's benefit plans where GBS is broker of record into Employee Navigator online system. GBS requires 4-6 weeks from receiving necessary information to build, test, and train Client prior to processing live enrollments through the online system.
2. GBS EDI or Employee Navigator carrier connections.
3. GBS will assist the client with training and support using the system and assist with discrepancy resolutions identified between system and discrepancy reports provided by insurance carriers or identified by Client.
4. GBS will complete system updates and will complete ongoing benefit renewals. GBS requires 2-6 weeks to reconfigure, load, and test changes prior to open enrollment depending on the changes made to benefits at renewal.

### **Client Responsibilities:**

1. Client is responsible to provide data necessary to build employer and plan within online system. GBS is not responsible for any errors that result from inaccurate data provided to GBS to build the online system.
2. Client is responsible to maintain the online system. This includes entering new hires and terminations within required carrier windows, auditing monthly carrier bills, and maintaining accurate employee and enrollment records.
3. After using the online system for at least one full calendar year, Client will have access to the Employee Navigator ACA reporting module. Client is responsible to complete the ACA module and validate the accuracy of any information contained in ACA reports. Client is responsible for any fees associated with filing with the IRS.
4. If Client elects to integrate Employee Navigator with a payroll vendor's system, then Client shall be solely and exclusively responsible for the management, operation, and conduct of Client's

payroll system. GBS shall not be responsible for any aspect of Client's payroll systems or other third-party systems (except for Employee Navigator) used to implement, carry out, or manage Client's payroll or payroll systems.

Other Terms:

Client understands and agrees that its right to use the GBS online system is conditioned on GBS's ongoing relationship with online vendor. In the event GBS decides to terminate its relationship with online vendor, this agreement will terminate. GBS agrees to provide Client with 90 days' notice in the event GBS decides to terminate its relationship with online vendor.

Client understands and agrees that its right to use the online system is predicated on its status as a broker client of GBS. If GBS is not the broker of record for the client, client will no longer have use of the online system, the Client's account will be archived and no longer accessible to Client.

The parties have executed this Statement of Work below to indicate their acceptance of its terms.

GBS Benefits, Inc., a Utah corporation

By: Matt Kiisel Date: May 13, 2025  
Matt Kiisel, Chief Operations Officer

Box Elder County, a Utah corporation

By: Jenica Stander Date: May 14, 2025  
Name: Jenica Stander  
Title: HR Director

## **Statement of Work – COBRA Services**

This Statement of Work is entered into as of this June 1, 2025 by and between GBS Benefits, Inc., a Utah corporation with offices at 2200 S Main St. Suite 600, South Salt Lake, UT 84115 ("GBS") and Box Elder County a Utah corporation with offices at #1 South Main Street County Court House, Brigham City, UT 84302 (the "Client") pursuant to that certain GBS Master Services Agreement by and between GBS and Client (the "Agreement") but will not become effective until the first of the month following thirty (30) days after the effective date of the above referenced GBS Master Services Agreement. This Statement of Work is incorporated into the Agreement by reference. Any term not otherwise defined herein shall have the meaning set forth in the Agreement.

A. Client as employer and plan administrator has established certain programs providing employee health benefits for its employees (collectively the "Plans").

B. With regard to the Plans listed above, Client has advised GBS that Client is subject to the requirements of the Consolidated Omnibus Budget Reconciliation Act of 1985 ("COBRA") and Client has requested that GBS furnish certain COBRA services in connection with those Plans as such services are more particularly described in this Agreement.

C. Client desires to have GBS provide (i) COBRA notice and (ii) COBRA premium collection services as described herein for Client's COBRA qualified beneficiaries under COBRA (sometimes hereinafter referred to as "COBRA continuees") under the Plans as such COBRA continuees are identified in writing to GBS by Client. Client and GBS acknowledge and agree that GBS is responsible only for those COBRA notices and premium collection functions specifically enumerated herein and with regard to those COBRA continuees identified to GBS in writing by Client.

Therefore, Client and GBS agree as follows.

**1. Services.** In consideration for the fees and charges detailed below, GBS hereby agrees to perform the following COBRA notice and premium collection functions for Client in connection with the Plans:

a. Preparing and mailing COBRA notices with respect to the Plans including, shortly after execution of this Agreement, an initial one time notice of COBRA rights to all current employees (and their spouses/dependents) of the Client who are covered under any of the Plans, and thereafter, during the term of the Agreement, initial notices to those employees, spouses/dependents who become covered under any of the Plans and whom the Client has notified GBS in writing are entitled to such notice. In addition to the initial notice, GBS shall prepare and mail to those individuals identified to GBS by Client, in writing, the following additional notices to COBRA continuees as to the extent required by COBRA: election notice and forms for initial qualifying event, notice for extension of COBRA due to a disability determination or second

qualifying event, notice of ordinary termination of COBRA and availability of conversion coverage, notice of early termination of COBRA, notice to ineligible individuals who have provided notice of a qualifying event but who are not eligible for COBRA and notice of unavailability of COBRA due to gross misconduct. Client acknowledges and agrees GBS is not responsible to send any other documents or notices, including, without limitation, annual open enrollment materials, any SPDs, or any HIPAA required notices of any kind.

b. Receiving from Client completed data, in writing and in the format reasonably requested by GBS, listing active employees covered under the Plans, newly covered employees and their covered spouses/dependents, new or existing COBRA continuees, the coverage they are eligible to elect under COBRA, the applicable premium per Plan and participant, correct and current addresses for all employees, COBRA continuees, spouses and dependents. Client acknowledges and agrees that failure of Client to promptly supply the complete and accurate information described above, or otherwise reasonably requested by GBS, will absolutely preclude GBS from fully and promptly and performing its obligations hereunder, and GBS will not be liable for consequences, direct or indirect, in connection with the failure to timely supply complete information.

c. Monthly billing and collecting of COBRA premiums at the rates directed by Client in writing, which rates may change from time to time.

d. Monthly reporting to Client of the amount of premiums received from COBRA continuees and remitting premiums received directly to the Client as more fully described herein.

e. Monthly reporting to Client of the identity of COBRA enrollees who are paying COBRA premiums.

f. Monthly reporting to Client of any COBRA continuees who fail to timely remit premium payments to GBS. GBS and Client agree that premiums shall be deemed timely received for purposes of this Agreement if the premium payment envelope bears a postmark, or is otherwise received by GBS or Client, within thirty (30) days of the due date for such premium.

g. Monthly reporting to Client of the identity of COBRA continuees who are sent termination notices or notice of COBRA unavailability.

(Collectively the "Services")

**2. Account for Premiums.** As part of the Services described above, GBS further agrees to account for collected premiums by:

a. Placing collected premiums in an account established by GBS. The account shall be a separate, interest bearing COBRA premium account at an FDIC insured institution and shall be used for no other purpose than the deposit of premiums collected, the payment of monthly fees to GBS as described herein, and the subsequent payment of premiums to the Client.

b. Providing the Client with a report by the 10th of the month following a premium reporting month detailing premiums collected.

c. Forwarding to the Client by the 10th of the month following a premium reporting month a check drawn on Account for all premiums collected during the preceding Premium Reporting Month.

d. The premium due under COBRA shall be set by the Client at the rate of one hundred two percent (102%) of its premium for COBRA continuees, and one hundred fifty percent (150%) of such rate for COBRA continuees on a COBRA disability extension, not to exceed the maximum permitted by law. Client agrees that GBS shall retain as a portion of its administrative fee hereunder the two percent (2%) or fifty percent (50%) margin allowed by COBRA plus any earnings on COBRA premiums in the Account thereon as monthly compensation for services rendered hereunder.

**3. Client's Responsibilities.** Notwithstanding the foregoing, the Client acknowledges and agrees that during the term of this Agreement, the Client will be solely responsible for determining and confirming eligibility for coverage under the Plan(s) with respect to COBRA qualified beneficiaries and their spouse or dependents and completing the data to be supplied to GBS as well as:

a. Providing all information concerning the amount and timing of premium payments with respect to each of the Plans (including, but not limited to, the due dates for premium payments, open enrollment changes, identity of the Plans and premium amounts by Plan, and available coverage (e.g. single, family etc.), and all other information to GBS as GBS determines is reasonably necessary to facilitate the COBRA services it has herein agreed to provide with respect to the Plans.

b. Reviewing each report and statement issued to the Client by GBS in connection with the services under this Agreement. The Client shall be responsible for all errors in providing COBRA continuation coverage to the extent the Client, in reviewing the reports or statements issued by GBS, knew, or on the basis of information reasonably available to the Client should have known, the information was inaccurate.

c. Determining whether COBRA premium payments from COBRA qualified beneficiaries before this Agreement effective date were paid in a timely fashion.

d. Determining whether COBRA is unavailable under the circumstances including whether gross misconduct has occurred or circumstances for early termination of COBRA have occurred.

**4. Changes in Coverage.** Client agrees it is Client's sole responsibility to communicate any changes in coverage or status that will affect the premiums to be collected for each COBRA continuee immediately to GBS. Client understands this information/communication will be the sole basis of GBS's notice and premium collection activities.

**5. Exclusions.** Client acknowledges and agrees that the Services to be provided by GBS hereunder do not include:

- a. Drafting, producing, mailing or other delivery of any notices to any employees, retirees, former employees, spouses, dependents, qualified beneficiaries (other than the COBRA notices explicitly described herein, and premium statements consistent with GBS's premium collection duties hereunder). Client shall be solely responsible to prepare and deliver all other notices of any kind or nature concerning the Plans. Specifically, and not by way of limitation, Client shall be responsible to prepare and send all annual open enrollment notices to both active employees and COBRA continuers.
- b. Drafting, amending, publishing or distributing any of the Client's benefit plan document or booklets for any or all of the Plans including, without limitation, any SPDs or any annual notices (other than the separate COBRA initial notices and subsequent COBRA notices and premium billing statements as explicitly provided herein).
- c. Verifying or determining the accuracy, validity or completeness of information provided by Client or a plan administrator of a Plan, and GBS shall not be responsible for errors, delays or additional costs resulting from the receipt of inaccurate, invalid, incomplete or untimely information or information provided in an unacceptable format or media. Client and/or a plan administrator of the Plans agree to provide any and all information to GBS on a timely basis in a format acceptable to GBS.
- d. GBS shall not have any obligation or liability whatsoever with respect to any Services before the effective date of this Agreement including, without limitation, any notices due prior to the Effective Date of this Agreement or collection and remitting of premiums to the Insurance Carrier that were due prior to the Effective Date of this Agreement.

**6. Client to Supply Information.** In order for GBS to execute its functions, Client agrees it is responsible to deliver, on the Effective Date, completed data files for each employee, spouse and dependent currently covered under the Plans and who become covered under the Plans during this Agreement. Further, during the term of this Agreement, Client is responsible to deliver promptly to GBS written information that a qualifying event has occurred under COBRA so that GBS can generate and deliver a timely and appropriate COBRA election notice. Client acknowledges and agrees that failure of Client to promptly supply the complete and accurate information described above or otherwise reasonably requested by GBS, will absolutely preclude GBS from fully and promptly performing its obligations hereunder, and GBS will not be liable for consequences, direct or indirect, in connection with the failure to timely supply complete information. Further, the Client is responsible for receiving COBRA premium payments from qualified beneficiaries until the later of (i) the effective date of this Agreement or (ii) GBS's receipt

of a complete information packet from Client of those persons currently on COBRA. Client shall always have, during the term of this Agreement, the sole authority and responsibility for the Plans and their operation, including the authority and responsibility for administering, construing and interpreting the provisions of the Program and making all determinations thereunder. Client gives GBS the authority to act on behalf of Client in preparing and mailing notices and collecting and remitting premiums in connection with the Plans, but only as expressly stated in this Agreement. All final determinations as to a person's entitlement to COBRA benefits are to be made by Client, including any determination of unavailability or early termination of benefits. Client is considered the Plan Administrator and the Named Fiduciary of the Plans for purposes of ERISA.

**7. Fees.** Client agrees to pay GBS the following fees in consideration of services rendered under the Agreement: A one-time setup fee of \$0.00 per Plan which includes the preparation and mailing of initial COBRA notices. In addition, a monthly fee for the Services equal to (i) any earnings on COBRA premium payments during the time GBS holds such premium payments until such payments are remitted to the Client plus (ii) two percent (2%) of the monthly premium amount due under the Plan for each COBRA continuee on ordinary COBRA coverage or to fifty percent (50%) of the monthly premium amount for those COBRA continuees who are paying a disability premium. Such fee shall be paid by COBRA continuees as part of their overall COBRA premium payment.

**8. Good Faith.** GBS agrees to perform the Services with respect to the Plan(s) in accordance with a reasonable good faith interpretation of the applicable requirements of COBRA and other federal and state laws. Except for such responsibilities explicitly assumed by GBS pursuant to this Agreement, Client shall be responsible for compliance with all laws and governmental regulations (including state and local health care continuation laws) affecting Client's business and any use it may make of the Services to assist it in complying with such laws and governmental regulations.

The parties have executed this Statement of Work below to indicate their acceptance of its terms.

GBS Benefits, Inc., a Utah corporation

By:

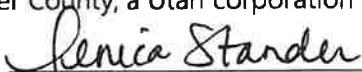


Matt Kiisel, Chief Operations Officer

Date:

Box Elder County, a Utah corporation

By:



Name:

Jenica Stander

Title:

HR Director

Date: May 14, 2025



# **Master Services Agreement**

Prepared for  
**Box Elder County**

## **GBS Master Services Agreement**

This Agreement ("Agreement") is effective as of 6/1/2025 ("Effective Date") by and between GBS Benefits, Inc. (together with its affiliates "GBS"), located at 2200 South Main Street, Suite 600, Salt Lake City, UT, 84115, and CLIENT, Box Elder County, located at #1 South Main Street County Court House, Brigham City, UT 84302 ("CLIENT"). (CLIENT and GBS are sometimes hereinafter referred to collectively as the "Parties" and individually as a "Party.")

WHEREAS, GBS is the agent of record for CLIENT's health insurance, and CLIENT desires to retain GBS to perform additional services identified in this Agreement and any corresponding statement of work ("SOW"), and GBS understands that it is intended that this Agreement will apply to all work or services to be performed by GBS unless otherwise agreed upon between the Parties in writing;

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree to the terms and conditions set forth herein.

### **ARTICLE 1. SERVICES AND SCOPE OF AGREEMENT.**

A. CLIENT desires to obtain from GBS, and GBS desires to provide to CLIENT, certain services and deliverables hereinafter defined (collectively "Services") described in any attached SOW. Each SOW attached is incorporated by reference. In the event GBS agrees to perform multiple services for CLIENT, a new SOW will be created for each service for which GBS is retained.

B. At any time during the term of this Agreement, either Party may request modifications to the Services identified in an SOW. As soon as practicable following such request, the Parties will discuss the feasibility of the requested modifications and the impact on the time schedules and costs specified in the SOW. No change in the SOW shall be made unless agreed to in writing by both parties, and absent such written agreement, both parties will remain bound by the original terms. No modification or amendment to this Agreement or any SOW can alter the provisions of this Agreement regarding the ownership of intellectual property unless signed by an officer of each party.

### **ARTICLE 2. COMPENSATION.**

A. CLIENT will pay GBS for satisfactory performance of the Services based on the agreed pricing schedule as described in the SOW for the Services. For the purpose of this Agreement, GBS fees from CLIENT for the Services ("**GBS Fees**") may be earned by GBS by providing the Services, completed and expensed as described in Article 3.

B. A SOW includes all applicable GBS Fees that shall be paid by CLIENT and is firm and fixed and at no time will GBS charge higher or additional GBS Fees. GBS Fees are inclusive of any and

all government fees and or applicable taxes. In no event will CLIENT be obligated to make payment for any Services performed by GBS which are outside the scope of a SOW, or for: 1) any Services which GBS agreed to perform but did not complete, or 2) any Services performed by GBS after the termination or expiration of this Agreement

C. Unless otherwise stated in a SOW, during the term of this Agreement, GBS will submit to CLIENT one (1) invoice per month listing the GBS Fees earned for Services delivered in the previous month. All invoices will be sent via electronic mail to the CLIENT, and will be accompanied by appropriate supporting documentation, evidencing the work completed by GBS during the calendar month for which GBS seeks payment. CLIENT will review each invoice and its supporting documentation and, unless disputed by CLIENT, pay the amount set forth in each such invoice within fifteen (15) days after CLIENT's receipt of the invoice. GBS acknowledges and agrees that CLIENT is not responsible for payment delays associated with invoices that violate this Agreement. Billing disputes will not be a cause of non-performance under this Agreement or applicable SOW.

D. GBS agrees that the payments described above are full and complete compensation expected from CLIENT for all Services performed under this Agreement. For disclosure of compensation GBS receives from other entities (including other service providers) as a result of the service GBS provides CLIENT, see the ERISA 408(B)(2) Disclosure.

### **ARTICLE 3. EXPENSES.**

GBS will be solely responsible for any and all expenses it incurs in association with the performance of the Services, unless otherwise expressly provided for in the applicable SOW(s). Upon request of CLIENT, GBS shall provide supporting documentation for all expenses specifically allowed to be reimbursed by CLIENT under the applicable SOW(s).

### **ARTICLE 4. TERM AND TERMINATION.**

A. The term of this Agreement ("Term") will begin on the Effective Date and will continue until GBS is no longer named the broker of record for CLIENT's group health insurance.

B. CLIENT may terminate this Agreement immediately, in whole or in part, upon written notice to GBS without cause or reason and without any further liability, obligation or responsibility hereunder to GBS or any third party under this Agreement. However, CLIENT will be responsible for expenses incurred prior to termination within the terms and conditions provided for herein, or fees ultimately payable with respect to Services rendered prior to termination. Payment to GBS for the Services shall be in accordance with the terms set forth in a SOW.

C. GBS may terminate this Agreement immediately, in whole or in part, upon written notice to CLIENT without cause or reason and without any further liability, obligation or responsibility hereunder to CLIENT or any third party under this Agreement. However, GBS will be responsible

to complete the work defined in a SOW that was delivered and accepted prior to the notice of termination, subject to CLIENT's obligation to pay for Services rendered under such a SOW.

D. Upon termination or expiration of this Agreement or the Services hereunder, or at any other time at CLIENT's request, GBS will immediately deliver to CLIENT all property belonging to CLIENT, any property or work in progress developed in connection with this Agreement, and all materials containing or constituting Confidential Information, including any copies, whether prepared by GBS or others.

#### **ARTICLE 5. PLACE OF PERFORMANCE.**

GBS will work primarily from its own office facilities, at CLIENT's office location, or a mutually approved location solely for use in performance of Services hereunder. The location shall be specified in the SOW.

#### **ARTICLE 6. CONFIDENTIAL INFORMATION.**

GBS acknowledges that in the course of performing Services, GBS will have access to and become familiar with various trade secrets and confidential information of CLIENT, and/or third parties who have provided such information to CLIENT, including, but not limited to, software, customer contracts, customer lists, customer prospect lists, invoices, customer requirements, sales procedures, research data, design data, marketing and pricing information and data, marketing plans, financial information of CLIENT and/or its customers, and other technical, marketing and/or business information and personal data relating to individuals (collectively, "**Confidential Information**"). GBS acknowledges that this Confidential Information gives CLIENT a competitive advantage in the industry. GBS agrees to not use in any way or disclose to any person or entity any such Confidential Information, either directly or indirectly, either during the term of this Agreement or at any time thereafter, except as required in the course of performing Services under this Agreement. GBS will further take reasonable precautions and act in such a manner as to ensure against unauthorized disclosure or use of the Confidential Information, using at least the standard of care GBS uses to protect its own confidential information. Upon termination or expiration of this Agreement, or earlier if requested by CLIENT, GBS will deliver all such Confidential Information and any copies of the same to CLIENT. GBS acknowledges and agrees that CLIENT would suffer irreparable harm in the event the Confidential Information or any portion thereof was disclosed, copied or used in any manner except as provided in this Agreement. Accordingly, and notwithstanding Article 13, Section G (Governing Law/Jurisdiction and Venue), in the event of a breach or threatened breach of the provisions of this Article 6, GBS agrees that CLIENT will be entitled to pursue any and all remedies at law or in equity, including, but not limited to, a temporary restraining order or preliminary or permanent injunction, or the equivalent of the same, without requirement of a bond, to prevent disclosure, copying and/or use of the

Confidential Information.

#### **ARTICLE 7. CLIENT'S OBLIGATION TO PROVIDE INFORMATION.**

In order for GBS to execute its functions under a SOW, CLIENT agrees it is responsible to deliver to GBS accurate and complete information as described and defined in the applicable SOW. CLIENT acknowledges and agrees that failure of CLIENT to promptly supply the complete and accurate information described above or otherwise reasonably requested by GBS, will absolutely preclude GBS from fully and promptly performing its obligations under the applicable SOW, and GBS will not be liable for consequences, direct or indirect, in connection with the failure to timely supply complete and/or accurate information. CLIENT shall always have, during the term of this Agreement, the sole authority and responsibility for its health plans and health insurance and their operation, including the authority and responsibility for administering, construing and interpreting the provisions of such plans and making all determinations thereunder. CLIENT is considered the Plan Administrator and the Named Fiduciary of the plans for purposes of ERISA.

GBS will use ordinary care and due diligence in the exercise of its power and in the performance of its responsibilities. CLIENT ACKNOWLEDGES THAT THE PERFORMANCE OF SERVICES BY GBS DOES NOT AND IS NOT INTENDED TO MAKE GBS THE "PLAN ADMINISTRATOR," "PLAN SPONSOR," OR OTHER "FIDUCIARY" UNDER THE EMPLOYEE RETIREMENT INCOME SECURITY ACT OF 1974, OR COBRA LAW AS AMENDED OR OTHERWISE OF ANY PLAN, AND CLIENT WILL NOT IDENTIFY OR REFER TO GBS OR ANY OF ITS AFFILIATES AS SUCH. GBS HAS NO DISCRETIONARY AUTHORITY OR DISCRETIONARY RESPONSIBILITY IN THE ADMINISTRATION OF THE PLAN(S). CLIENT agrees that this responsibility is and remains that of the CLIENT. GBS shall not be liable under this Agreement unless its actions are grossly negligent or in willful and wanton disregard of its explicit duties under this Agreement. The parties further acknowledge and agree that GBS will not be deemed to be providing legal or tax advice to CLIENT as a result of the duties undertaken by GBS pursuant to this Agreement.

#### **ARTICLE 8. INDEPENDENT CONTRACTOR STATUS.**

It is understood and agreed that GBS will provide the Services under this Agreement on a professional basis and as an independent contractor and that during the performance of the Services under this Agreement, GBS will not be considered an employee of CLIENT within the meaning or the applications of any federal, county, state or local laws or regulations including, but not limited to, laws or regulations covering unemployment insurance, old age benefits, worker's compensation, industrial accident, labor or taxes of any kind. GBS, and any of its employees, or contractors shall not be entitled to benefits that may be afforded from time to time to CLIENT's employees, including without limitation, vacation, holidays, sick leave, worker's compensation and unemployment insurance. Further, CLIENT shall not be responsible for

withholding or paying any taxes or social security on behalf of GBS, or any of its employees, or contractors.

#### **ARTICLE 9. WARRANTIES AND REPRESENTATIONS.**

GBS hereby represents, warrants and covenants to CLIENT that:

A. GBS is not restricted in any way, by agreement or otherwise from entering into this Agreement and providing the Services, and that it has no interests or obligations, nor during the term hereof will it acquire any interests or obligations, which conflict with or hamper its ability to perform as required hereby.

B. GBS will not breach any agreement or other obligation to keep in confidence or refrain from using, the confidential, proprietary, or trade secret information of a former employer, another client or any other person, and will not use any such information in connection with the Services.

C. GBS will perform the Services in a professional manner and otherwise in accordance with the highest industry standards and all such work shall conform to the specifications and all other requirements hereunder and under the SOW. GBS shall correct any error, defect or non-conformance at no additional cost to CLIENT. This warranty is in addition to any warranty that may be implied or imposed by operation of law.

D. GBS warrants and represents that GBS shall comply with all applicable laws and professional obligations.

E. The parties agree that the foregoing representations, warranties, and covenants are material, made by GBS to induce CLIENT to enter into this Agreement, and relied upon by CLIENT in deciding to enter into this Agreement. The foregoing representations and warranties will survive expiration or termination of this Agreement for any reason.

#### **ARTICLE 10. TRADEMARK AND TRADE NAME.**

This Agreement does not give either Party any ownership license rights or interest in the other Party's trade name or trademarks.

#### **ARTICLE 11. INDEMNIFICATION.**

A. GBS, at its own expense, shall indemnify, defend and hold CLIENT, its partners, employees, agents, affiliates, designees and assignees harmless from and against any and all suits, causes of action, proceedings, loss, damage, liability or expense, including defense costs and legal fees, and claims of any nature, including but not limited to, damage to property and personal injuries, including death, arising out of, resulting from, or relating to any negligent act or omission of GBS relating to the performance of this Agreement or from any breach of this Agreement by GBS. GBS,

at its expense, shall defend any suit or dispose of any claim or other proceeding brought against said indemnities on account of such damage or injury, and shall pay all expenses, including attorney's fees, and satisfy all judgments which may be incurred by or rendered against said indemnities.

B. CLIENT, at its own expense, shall indemnify, defend and hold GBS, its partners, employees, agents, affiliates, designees and assignees harmless from and against any and all suits, causes of action, proceedings, loss, damage, liability or expense, including defense costs and legal fees, and claims of any nature, including but not limited to, Client's non-compliant business decisions regarding plans, damage to property and personal injuries, including death, arising out of, resulting from, or relating to any negligent act or omission of CLIENT relating to the performance of this Agreement or from any breach of this Agreement by CLIENT, including, but not limited to, the failure of CLIENT to deliver to GBS complete and accurate information as described in Article 7 of this Agreement. CLIENT, at its expense, shall defend any suit or dispose of any claim or other proceeding brought against said indemnities on account of such damage or injury, and shall pay all expenses, including attorney's fees, and satisfy all judgments which may be incurred by or rendered against said indemnities.

#### **ARTICLE 12. LIMITATION OF LIABILITY.**

EXCEPT FOR ANY AMOUNT RECOVERABLE BY GBS OR CLIENT PURSUANT TO THE INDEMNIFICATION OR BREACH OF CONFIDENTIALITY PROVISIONS OF THIS AGREEMENT, IN NO EVENT SHALL EITHER PARTY BE, OR BECOME LIABLE FOR: LOST PROFITS, LOST SAVINGS, OR OTHER CONSEQUENTIAL, INCIDENTAL, SPECIAL OR INDIRECT DAMAGES REGARDLESS OF WHETHER SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OCCURRING.

THE AGGREGATE LIABILITY OF GBS TO CLIENT FOR ANY CAUSE OF ACTION OR CLAIM (WHETHER UNDER CONTRACT OR TORT) SHALL BE LIMITED TO THE AMOUNTS PAYABLE TO GBS HEREUNDER WITH RESPECT TO THE SERVICES THAT ARE THE SUBJECT OF SUCH ACTION OR CLAIM. BOTH PARTIES AGREE THAT THIS AGREEMENT, INCLUDING WITHOUT LIMITATION THE CHARGES TO BE PAID BY CLIENT HEREUNDER AND THE LIMITATIONS SET FORTH IN THIS SECTION, REFLECT THE ALLOCATION OF RISK UNDERSTOOD AND AGREED UPON BY THE PARTIES, INCLUDING THE RISK THAT A REMEDY MAY FAIL OF ITS ESSENTIAL PURPOSE.

#### **ARTICLE 13. GENERAL PROVISIONS.**

A. Entire Agreement. This Agreement represents the entire and sole agreement between the Parties with respect to the subject matter hereof and supersedes any and all prior negotiations, understandings, representations or consulting agreements whether written or oral. Except as specifically provided for in this Agreement, in the event a SOW contains terms that attempt to

modify the provisions of this Agreement, those terms shall be deemed to have no force or effect and are not binding on CLIENT. This Agreement cannot be modified, changed or amended, except for in writing signed by the Parties.

B. Waiver. The failure of either Party to require performance by the other of any provision hereof shall in no way affect the right to require performance at any time thereafter, nor shall the waiver of a breach of any provision hereof be taken to be a waiver of any succeeding breach of such provision or as a waiver of the provision itself. All remedies afforded in this Agreement shall be taken and construed as cumulative; that is, in addition to every other remedy available at law or in equity.

C. Relationship. Nothing herein contained shall be construed to imply a joint venture, partnership or principal-agent relationship between GBS and CLIENT, and neither Party shall have the right, power or authority to obligate or bind the other in any manner whatsoever, except as otherwise agreed to in writing.

D. Assignment, Delegation and Subcontracting. Neither Party shall assign or delegate this Agreement or any rights, duties or obligations hereunder without the express written consent of the other Party. Subject to the foregoing, this Agreement shall inure to the benefit of and be binding upon the successors, legal representatives and assignees of the Parties hereto. Notwithstanding anything to the contrary herein, CLIENT may assign this Agreement to any affiliate without consent.

Notwithstanding the foregoing, GBS may subcontract a portion (but not all) of its rights or obligations under this Agreement to another person or entity, provided that (1) GBS shall have given CLIENT prior written notice of any proposed subcontract in sufficient detail and CLIENT shall not have objected to the subcontract on reasonable grounds within fourteen (14 days) following receipt thereof, and (2) GBS remains fully responsible for the performance of any subcontracting hereunder.

E. Severability. If any provision of this Agreement is declared invalid or unenforceable, such provision shall be deemed modified to the extent necessary and possible to render it valid and enforceable. In any event, the unenforceability or invalidity of any provision shall not affect any other provision of this Agreement, and this Agreement shall continue in full force and effect, and be construed and enforced, as if such provision had not been included, or had been modified as above provided, as the case may be.

F. Notices. Any notices, payments or statements to be provided under this Agreement will be sent to GBS and to CLIENT at the addresses provided in the Preamble to this Agreement or to such other address as one Party may from time to time designate in writing to the other. Any notice required to be made or given to either Party hereto will be made by personal delivery,

confirmed facsimile, overnight courier with traceable delivery, certified or registered mail, return receipt requested, postage prepaid.

G. Governing Law/Arbitration. This Agreement and any dispute arising out of or in connection with or related to this Agreement ("Dispute") will be governed as to all matters, including, but not limited to the validity, construction and performance of this Agreement, by and under the laws of the State of Utah, United States of America, without giving effect to conflicts of law principles thereof. The jurisdiction and venue of any proceeding involving any Dispute shall be the federal or state courts located in Salt Lake County, Utah.

H. Laws and Regulations. GBS shall comply with all applicable laws and governmental regulations. GBS is not expected or authorized to take any action in the name of or otherwise on behalf, of CLIENT which would violate applicable laws or governmental regulations.

I. Paragraph Headings. The paragraph headings set forth in this Agreement are for the convenience of the Parties, and in no way define, limit, or describe the scope or intent of this Agreement and are to be given no legal effect.

J. Injunctive Relief. Each of the Parties acknowledges that any dispute or material breach of this Agreement may cause the other Party immediate and irreparable injury not adequately compensable in damages alone. Therefore, the provisions of this dispute resolution section shall not preclude either Party from seeking immediate preliminary, temporary or permanent injunctive relief in addition to liquidated damages and all other available remedies in law or in equity without the need to first exhaust the dispute escalation procedures set forth therein.

IN WITNESS WHEREOF, undersigned authorized representatives of the Parties have executed and made this Agreement to be effective as of the Effective Date.

**GBS**

Name: **Matt Kiisel**

Title: **COO**

Signature: 

Date: \_\_\_\_\_

**CLIENT**

Name: **Jenica Stander**

Title: **HR Director**

Signature: 

Date: **5-14-2025**

## **EXHIBIT A: STATEMENT OF WORK**

This Statement of Work is entered into as of 6/1/2025 ("Effective Date") by and between GBS Benefits, Inc., a Utah corporation with offices at 2200 South Main Street, Suite 600, Salt Lake City, UT, 84115 ("GBS") and Box Elder County with offices at #1 South Main Street County Court House, Brigham City, UT 84302, (the "Client") pursuant to that certain GBS Master Services Agreement by and between GBS and Client (the "Agreement"). This Statement of Work is incorporated into the Agreement by reference. Any term not otherwise defined herein shall have the meaning set forth in the Agreement.

### **DESCRIPTION OF SERVICES:**

Consulting Services, including the following:

1. Provide the Client with insurance consulting services concerning cost, benefits provided, and contracts with insurance carriers in connection with the plan or program.
2. Recommend benefit changes to meet the objectives of the Client in connection with the plan or program as these objectives are communicated by the Client to the Consultant.
3. Prepare such reports in regard to the plan or program as Parties may reasonably agree upon concerning trends, utilization, and costs to the Client.
4. Prepare specifications and assist the Client in bidding group insurance products in connection with the plan or program. This includes assistance with preparation of RFPs and evaluation of bids received in response to same.
5. In connection with the group insurance products utilized by the plan or program,
6. negotiate rates and benefits with insurance carriers for review, evaluation and selection by the Client.
7. Be an intermediary for the Client in working with insurance carriers to assist in regard to insurer compliance with insurance contracts and in dispute resolution with insurers.
8. Assist the Client by suggesting methods for the Client's containment of benefits costs with respect to the plan or program.
9. Work with the insurance carriers to secure rate estimates and firm renewal rates for the Client's review, evaluation and selection.
10. Health & Wellness plan or program consultation and design.
11. Review contracts, agreements and summary plan descriptions (SPDs).
12. Any other duties specified in Client's initial request for proposals (RFP) relating to this agreement not otherwise specifically excluded from this Contract.

13. Other duties as may be mutually agreed between the Parties, and which are reduced to a writing signed by both Parties which writing states that it is intended to modify or amend this Contract.

Compensation:

Commissions received from carriers is the only fee for services in this SOW.

The parties have executed this Statement of Work below to indicate their acceptance of its terms.

GBS Benefits, Inc., a Utah corporation

**GBS**

Name: **Matt Kiisel**

Title: **COO**

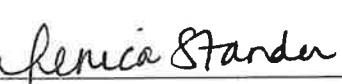
Signature: 

Date: \_\_\_\_\_

**CLIENT**

Name: **Jenica Stander**

Title: **HR Director**

Signature: 

Date: **5-14-2025**

25-30



Wednesday, April 23, 2025

RE: The Appointment of GBS Benefits, Inc. Agent of Record

To Whom It May Concern:

Box Elder County hereby designates Riley Nelson of GBS Benefits as Agent of Record effective immediately with respect to their group insurance product(s). It is understood that GBS Benefits is the exclusive representative to act on our behalf to:

1. Solicit insurance proposals from you; and
2. Review proposals and make recommendations assisting us in achieving our company goals.

I hereby represent to your firm that in issuing this Agent Letter of Record, GBS Benefits has not given, paid, provided or promised any benefit, inducement, or compensation in any form other than services directly supporting your insurance and/or HMO products. Further, no representation has been made that GBS Benefits can obtain a premium rate more favorable to our company than is available through any other appointed agent for the same coverage, benefit, or program.

I realize that the terms and conditions of this appointment will be subject to your company's specific contractual requirements, as well as your normal agent appointment procedures.

Any questions about our coverage or proposed benefit changes, as well as any fees and commissions, should be directed to:

Riley Nelson  
GBS Benefits, Inc.  
2200 S Main St Suite 600  
South Salt Lake, UT 84115

This Agent Letter or Record rescinds any prior appointments of agency with respect to this coverage and shall remain in effect until revoked or replaced in writing.

Sincerely,

Jenica Stander  
HR Director  
Box Elder County  
#1 South Main Street County Court  
House  
Brigham City, UT 84302

A handwritten signature of Jenica Stander in black ink.

5-14-2025

Date

GBS Benefits hereby accepts the agency set forth above and confirms the representations made herein.

Riley Nelson  
GBS Benefits, Inc.  
2200 S Main St Suite 600  
South Salt Lake, UT 84115

A handwritten signature of Riley Nelson in black ink.

5/29/25

Date

## BUSINESS ASSOCIATE AGREEMENT

This Business Associate Agreement (the "Agreement"), effective as of 6/1/2025 (Effective Date), is entered into by and between: Box Elder County (the Plan Sponsor), on behalf of Box Elder County Health and Welfare Plan (the group health plan, hereinafter the "Covered Entity") and GBS Benefits and its affiliates (the "Business Associate").

### RECITALS

**Whereas**, the purpose of this Agreement is to comply with applicable requirements of the Health Insurance Portability and Accountability Act of 1996 and amendments thereto and regulations thereunder (hereinafter collectively referred to as "HIPAA Rules" and defined as the Privacy, Security, Breach Notification and Enforcement Rules at 45 CFR Part 160 and Part 164); and including amendments by (and regulations under) the "Health Information Technology for Economic and Clinical Health Act" ("HITECH Act") and by section 105 of Title I of the Genetic Information Nondiscrimination Act of 2008 ("GINA");

**Whereas**, Covered Entity and Business Associate have entered into, or may enter into, one or more agreements or arrangements under which Business Associate shall or may provide services to Covered Entity and may have access to, create and/or receive Protected Health Information in the performance of such services, or for or on behalf of Covered Entity;

**Whereas**, HIPAA allows a Covered Entity to disclose Protected Health Information to a Business Associate only pursuant to a Business Associate Agreement which provides satisfactory assurances that the Business Associate will appropriately safeguard the Protected Health Information;

**Now, Therefore**, in consideration of the parties' continuing obligations under this Agreement, compliance with HIPAA Privacy and Security rules, and other good and valuable consideration (the receipt of which is hereby acknowledged), the parties listed above hereby agree to the provisions of this Agreement in order to comply with the HIPAA requirements and to protect the interests of both parties.

### 1. DEFINITIONS

1.1 **Breach.** "Breach" shall have the same meaning as the term "breach" in 45 CFR §164.402, which is the acquisition, access, use, or disclosure of protected health information (PHI) in a manner not permitted, unless the Covered Entity demonstrates that there is a low probability the PHI has been compromised. The definition of Breach excludes the following uses and disclosures:

- (a) Unintentional access by a Covered Entity or Business Associate acting in good faith and within an employee's course and scope of employment;

- (b) Inadvertent one-time disclosure between Covered Entity or Business Associate work force members (including employee, volunteer, trainees, etc. whether paid or unpaid); and
- (c) The Covered Entity or Business Associate has a good faith belief that an unauthorized person to whom the disclosure was made would not reasonably have been able to retain the information.

For purposes of the HITECH requirements to notify Individuals of Breaches of PHI, a "Breach" will not be deemed to have occurred if the data accessed or disclosed is encrypted or otherwise secured using a technology or methodology specified by the Secretary of HHS which renders the data unusable, unreadable, or indecipherable to unauthorized individuals who access it.

- 1.2 **Breach Notification Rule.** "Breach Notification Rule" shall mean the Standards and Implementation Specifications for Notification of Breaches of Unsecured Protected Health Information under 45 CFR Parts 160 and 164, subparts A and D.
- 1.3 **Business Associate.** "Business Associate" shall have the same meaning as the term "business associate" at 45 CFR §160.103, and is the entity named as Business Associate in the opening paragraph of this Agreement. Generally, a Business Associate is a person who, on behalf of a Covered Entity (and not as a member of the Covered Entity's workforce):
  - (a) performs (or assists in the performance of) a function or activity involving the use or disclosure of individually identifiable health information, including claims processing or administration, data analysis, processing or administration, utilization review, quality assurance, billing, benefit management, practice management and repricing; or any other function or activity regulated by 45 CFR Part 160; or
  - (b) provides legal, actuarial, accounting, consulting, data aggregation, management, administrative, accreditation or financial services to or for a Covered Entity.
- 1.4 **Covered Entity.** "Covered Entity" shall have the same meaning as the term "covered entity" at 45 CFR §160.103, and in reference to the party to this agreement, shall mean the entity named as Covered Entity in the opening paragraph of this Agreement. Generally, a Covered Entity may be a health plan, health care clearinghouse, or health care provider who transmits any health information in electronic form in connection with a transaction covered by 45 CFR Part 160.
- 1.5 **Electronic Protected Health Information or ePHI.** "Electronic Protected Health Information" or "ePHI" shall have the same meaning as the term "electronic protected health information" in 45 CFR §160.103, which is individually identifiable Protected Health Information that is maintained in or transmitted by electronic media.
- 1.6 **Electronic Transactions Rule.** "Electronic Transactions Rule" shall mean the final regulations issued by HHS concerning standard transactions and code sets under 45 CFR Parts 160 and 162.
- 1.7 **Genetic Information.** "Genetic Information" shall have the same meaning as the term "genetic information" in 45 CFR §160.103.
- 1.8 **HHS.** "HHS" shall mean the Department of Health and Human Services.
- 1.9 **HIPAA Rules.** "HIPAA Rules" shall mean the Privacy Rule, Security Rule, Breach Notification Rule, and Enforcement Rule.

1.10 **HITECH Act.** "HITECH Act" shall mean the Health Information Technology for Economic and Clinical Health Act, enacted as part of the American Recovery and Reinvestment Act of 2009.

1.11 **Privacy Rule.** "Privacy Rule" shall mean the Privacy Standards and Implementation Specifications at 45 CFR Part 160 and 45 CFR Part 164, subparts A and E.

1.12 **Protected Health Information of PHI.** "Protected Health Information" or "PHI" shall have the same meaning as the term "protected health information" in 45 CFR §160.103, which is any individually identifiable health information, whether oral or recorded in any form or medium:

- (a) that is created or received by a health care provider, health plan, employer, or health care clearinghouse; and
- (b) that relates to the past, present, or future physical or mental condition of an individual; the provision of health care to an individual; or the past, present or future payment for the provision of health care to an individual; and
- (c) that identifies the individual or with respect to which there is a reasonable basis to believe the information can be used to identify the individual.
- (d) Except that PHI excludes employment records held by the Covered Entity in its role as employer.

For purposes of this Agreement, the term shall be limited to PHI created or received by Business Associate (or a Subcontractor) from or on behalf of Covered Entity.

1.13 **Required by Law.** "Required by Law" shall have the same meaning as the term "required by law" in 45 CFR §164.103.

1.14 **Security Incident.** "Security Incident" shall have the same meaning as the term "security incident" in 45 CFR §164.304, which is the unauthorized access to, use, disclosure, modification or destruction of, or interference with, Electronic Protected Health Information (ePHI) or interference with system operations in an information system containing ePHI.

1.15 **Security Rule.** "Security Rule" shall mean the Security Standards and Implementation Specifications at 45 CFR Part 160 and 45 CFR Part 164, subparts A and C.

1.16 **Subcontractor.** "Subcontractor" shall have the same meaning as the term "subcontractor" in 45 CFR §160.103.

1.17 **Unsecured Protected Health Information or PHI.** "Unsecured Protected Health Information or PHI" shall have the meaning given the term "unsecured protected health information" in 45 CFR §164.402, which is PHI that is not rendered unusable, unreadable, or indecipherable to unauthorized individuals using a technology or methodology specified by the Secretary of HHS.

## II. Privacy and Security of Protected Health Information

2.1 **Permitted Uses and Disclosures.** Business Associate is permitted to use and disclose Protected Health

Information only as set forth below:

- 2.1.1 **Functions and Activities on Covered Entity's Behalf.** Business Associate may use and disclose Protected Health Information to provide services to the Covered Entity. The specific services may be listed in a service agreement, broker of record letter or by other written or verbal agreement. Business Associate is authorized to use Protected Health Information to de-identify it and to use or disclose the de-identified information as agreed to by the parties.
- 2.1.2 **Business Associate's Operations.** Business Associate may use or disclose Protected Health Information for the proper management and administration of Business Associate or to carry out the legal responsibilities of the Business Associate, provided that, for any *disclosure* of PHI:
  - (A) The disclosure is Required by Law; or
  - (B) Business Associate obtains reasonable assurance from any person or entity to which Business Associate will disclose Protected Health Information that the person or entity will:
    - (1) Hold the Protected Health Information in confidence and use or further disclose the Protected Health Information only for the purpose for which Business Associate disclosed Protected Health Information to the person or entity or as Required by Law; and
    - (2) Promptly notify Business Associate of any instance of which the person or entity becomes aware in which the confidentiality of Protected Health Information was breached.
- 2.2 **Minimum Necessary.** Business Associate will, in its performance of the functions, activities, services, and operations specified above, make reasonable efforts to use, to disclose, and to request only the minimum amount of Protected Health Information reasonably necessary to accomplish the intended purpose of the use, disclosure, or request, except that Business Associate will not be obligated to comply with this minimum-necessary limitation if neither Business Associate nor Covered Entity is required to limit its use, disclosure, or request to the minimum necessary under the HIPAA Rules. Business Associate and Covered Entity acknowledge that the phrase "minimum necessary" shall be interpreted in accordance with the HITECH Act and the HIPAA Rules.
- 2.3 **Prohibition on Unauthorized Use or Disclosure.** Business Associate will neither use nor disclose Protected Health Information, except as permitted or required by this Agreement or in writing by Covered Entity or as Required by Law. This Agreement does not authorize Business Associate to use or disclose Covered Entity's Protected Health Information in a manner that would violate the HIPAA Rules if done by Covered Entity, except as permitted for Business Associate's proper management and administration, as described above.
- 2.4 **Information Safeguards.**
  - 2.4.1 **Privacy of Protected Health Information.** Business Associate will develop, implement, maintain, and use appropriate administrative, technical, and physical safeguards to protect the privacy of Protected Health Information. The safeguards must reasonably protect Protected Health Information from any intentional or unintentional use or disclosure in violation of the Privacy Rule

and limit incidental uses or disclosures made pursuant to a use or disclosure otherwise permitted by this Agreement. To the extent the parties agree that the Business Associate will carry out directly one or more of Covered Entity's obligations under the Privacy Rule, the Business Associate will comply with the requirements of the Privacy Rule that apply to the Covered Entity in the performance of such obligations.

**2.4.2 Security of Covered Entity's Electronic Protected Health Information.** Business Associate will comply with the Security Rule and will use appropriate administrative, technical, and physical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of Electronic Protected Health Information that Business Associate creates, receives, maintains, or transmits on Covered Entity's behalf. Business Associate will identify and protect against reasonably anticipated impermissible uses or disclosures of – or threats to the security or integrity of -- Covered Entity's Electronic Protected Health Information.

**2.5 Subcontractors.** Business Associate will require each of its Subcontractors to agree, in a written agreement with Business Associate, to comply with the provisions of the Security Rule; to appropriately safeguard Protected Health Information created, received, maintained, or transmitted on behalf of the Business Associate; and to apply the same restrictions and conditions that apply to the Business Associate with respect to such Protected Health Information. If a Subcontractor violates such restrictions or conditions, Business Associate will impose appropriate sanctions against the Subcontractor and will mitigate the effects of any such violations.

**2.6 Prohibition on Sale of Protected Health Information.** Business Associate shall not sell Covered Entity's Protected Health Information (as defined in the HIPAA rules), nor use it for marketing purposes.

**2.7 Prohibition on Use or Disclosure of Genetic Information.** Business Associate shall not use or disclose Genetic Information for underwriting purposes in violation of the HIPAA rules.

**2.8 Penalties for Noncompliance.** Business Associate acknowledges that it is subject to civil and criminal enforcement for failure to comply with the HIPAA Rules, to the extent provided by the HITECH Act and the HIPAA Rules.

### **III. Compliance with Electronic Transactions Rule.**

If Business Associate conducts in whole or part electronic Transactions on behalf of Covered Entity for which HHS has established standards, Business Associate will comply, and will require any Subcontractor it involves with the conduct of such Transactions to comply, with each applicable requirement of the Electronic Transactions Rule and of any operating rules adopted by HHS with respect to Transactions.

### **IV. Individual Rights.**

**4.1 Access.** Business Associate will, within fifteen (15) calendar days following Covered Entity's request, make available to Covered Entity (or, at Covered Entity's written direction, to an individual or the individual's designee) for inspection and copying Protected Health Information about the individual that

is in a Designated Record Set in Business Associate's custody or control, so that Covered Entity may meet its access obligations under 45 CFR §164.524 (which provides for 30 days). If Covered Entity requests an electronic copy of Protected Health Information that is maintained electronically in a Designated Record Set in the Business Associate's custody or control, Business Associate will provide an electronic copy in the form and format specified by the Covered Entity if it is readily producible in such format; if it is not readily producible in such format, Business Associate will work with Covered Entity to determine an alternative form and format that enable Covered Entity to meet its electronic access obligations under 45 CFR §164.524.

**4.2 Amendment.** Business Associate will, upon receipt of written notice from Covered Entity, promptly amend or permit Covered Entity access to amend any portion of an individual's Protected Health Information that is in a Designated Record Set in the custody or control of the Business Associate, so that Covered Entity may meet its amendment obligations under 45 CFR §164.526.

**4.3 Disclosure Accounting.** To allow Covered Entity to meet its obligations to account for disclosures of Protected Health Information under 45 CFR §164.528, Business Associate will record the "Disclosure Information" specified below for each disclosure of Protected Health Information that Business Associate makes to Covered Entity or to a third party, except that Business Associate will not be obligated to record Disclosure Information or otherwise account for disclosures of Protected Health Information if Covered Entity need not account for such disclosures under the HIPAA Rules.

**4.4 Disclosure Information.** Business Associate will record the following information if required:

(A) For non-repetitive disclosures: (i) the disclosure date, (ii) the name and (if known) address of the entity to which Business Associate made the disclosure, (iii) a brief description of the Protected Health Information disclosed, and (iv) a brief statement of the purpose of the disclosure.

(B) For repetitive disclosures (made for a single purpose to the same person or entity, including to Covered Entity): (i) the Disclosure Information specified above for the first of the repetitive accountable disclosures; (ii) the frequency, periodicity, or number of the repetitive accountable disclosures; and (iii) the date of the last of the repetitive accountable disclosures.

**4.5 Availability of Disclosure Information.** Business Associate will maintain the Disclosure Information for at least 6 years following the date of the accountable disclosure to which the Disclosure Information relates. Business Associate will make the Disclosure Information available to Covered Entity within thirty (30) calendar days following Covered Entity's request for such Disclosure Information to comply with an individual's request for disclosure accounting. *[Covered Entity has up to 60 days to provide accounting to an individual.]*

**4.6 Restriction Agreements and Confidential Communications.** Covered Entity shall notify Business Associate of any limitations in the notice of privacy practices of Covered Entity under 45 CFR §164.520, to the extent that such limitation may affect Business Associate's use or disclosure of Protected Health Information. Business Associate will comply with any notice from Covered Entity to (1) restrict use or disclosure of Protected Health Information pursuant to 45 CFR §164.522(a), or (2) provide for

confidential communications of Protected Health Information pursuant to 45 CFR §164.522(b), provided that Covered Entity notifies Business Associate in writing of the restriction or confidential communications obligations that Business Associate must follow. Covered Entity will promptly notify Business Associate in writing of the termination of any such restriction or confidential communications requirement and, with respect to termination of any such restriction, instruct Business Associate whether any of the Protected Health Information will remain subject to the terms of the restriction agreement.

## **V. Breaches and Security Incidents.**

### **5.1 Reporting.**

5.1.1 **Impermissible Use or Disclosure.** Business Associate will report to Covered Entity any use or disclosure of Protected Health Information not permitted by this Agreement not more than fifteen (15) calendar days after Business Associate discovers such non-permitted use or disclosure.

5.1.2 **Breach of Unsecured Protected Health Information.** Business Associate will report to Covered Entity any Breach of Unsecured Protected Health Information impacting the Plan not more than fifteen (15) calendar days after discovery of such Breach. Covered Entity then has sixty (60) days to provide required notifications to individuals if a breach occurred, and, in appropriate cases, to the media and HHS. Business Associate will treat a Breach as being discovered in accordance with 45 CFR §164.410. Business Associate will make the report to Covered Entity's Privacy Officer. If a delay is requested by a law-enforcement official in accordance with 45 CFR §164.412, Business Associate may delay notifying Covered Entity for the applicable time period. Business Associate's report will include at least the following, where absence of any information will not be cause for Business Associate to delay the report:

- (A) Identify the nature of the Breach, which will include a brief description of what happened, including the date of any Breach and the date of the discovery of any Breach;
- (B) Identify the types of Protected Health Information that were involved in the Breach (e.g., name, Social Security number, date of birth, home address, account number, diagnosis);
- (C) Identify who made the non-permitted use or disclosure and who received it;
- (D) Identify what corrective or investigational action Business Associate took or will take to prevent further non-permitted uses or disclosures, to mitigate harmful effects, and to protect against any further Breaches;
- (E) Identify what steps the individuals who were subject to a Breach should take to protect themselves;
- (F) Provide such other information, including a written report and risk assessment under 45 CFR §164.402, as Covered Entity may reasonably request.

5.1.3 **Security Incidents.** Business Associate will report to Covered Entity any Security Incident of which

Business Associate becomes aware where the Covered Entity may be affected. Business Associate will make this report annually, except if any such Security Incident resulted in a disclosure not permitted by this Agreement or Breach of Unsecured Protected Health Information, Business Associate will make the report in accordance with the provisions set forth above.

Although the following technically *are* security incidents, these and other trivial, unsuccessful attempts to bypass BA's or subcontractor's security system need NOT be reported to CE: any unsuccessful attempt to bypass Business Associate's (or a Subcontractor's) security system including, but not limited to, pings, password-based attacks, unsuccessful log-on attempts and other common attacks on Business Associate's (or a Subcontractor's) firewall, as long as such incident does not result in unauthorized use or disclosure of ePHI or significantly compromise Business Associate's (or a Subcontractor's) security safeguards.

**5.2 Mitigation.** Business Associate shall mitigate, to the extent practicable, any harmful effect known to the Business Associate resulting from a use or disclosure in violation of this Agreement.

**5.3 Breach Notification to Third Parties.** Covered Entity is responsible to notify third parties if a breach of Unsecured Protected Health Information occurs. Business Associate will notify Covered Entity as provided above.

## VI. Term and Termination.

**6.1 Term.** This Agreement shall be effective as of the Effective Date specified above in the first paragraph, and shall terminate upon termination of the underlying services agreement or Broker of Record letter between Business Associate and plan sponsor of the Covered Entity, subject to the provisions regarding return or destruction of PHI (in section 6.3 below).

**6.2 Right to Terminate for Cause.** If Covered Entity determines that Business Associate has breached a material provision of this Agreement, it may terminate this Agreement if it provides written notice to Business Associate of the alleged breach and gives Business Associate an opportunity to cure the breach. Any such termination will be effective immediately or at such other date specified in Covered Entity's notice of termination. If neither termination nor cure is feasible, Covered Entity shall report the breach to the Secretary of HHS.

### 6.3 Treatment of Protected Health Information on Termination.

**6.3.1 If Return or Destruction of Covered Entity's Protected Health Information Is Feasible.** Upon termination of this Agreement, Business Associate will, if feasible, return to Covered Entity or destroy all Protected Health Information in whatever form or medium, including all copies thereof and all data derived therefrom that allow identification of any individual who is a subject of the Protected Health Information. This provision shall apply to Protected Health Information that is in the possession of any Subcontractors of Business Associate. Further, Business Associate shall require any such Subcontractor to certify to Business Associate that it has returned or destroyed all

such information which could be returned or destroyed. Business Associate will complete these obligations as promptly as possible.

**6.3.2 Procedure When Return or Destruction Is Not Feasible.** Business Associate will identify any Protected Health Information, including any Protected Health Information that Business Associate has disclosed to Subcontractors, that cannot feasibly be returned to Covered Entity or destroyed and explain why return or destruction is infeasible. Business Associate will require all Subcontractors to return any such Protected Health Information to Business Associate and will limit its further use or disclosure of such information to those purposes that make return or destruction of such information infeasible. Business Associate will complete these obligations as promptly as possible.

**6.3.3 Continuing Privacy and Security Obligation.** Business Associate's obligation to protect the privacy and safeguard the security of Protected Health Information as specified in this Agreement will be continuous and survive termination or other conclusion of this Agreement.

## **VII. General Provisions.**

**7.1 Definitions.** All terms that are used but not otherwise defined in this Agreement shall have the meaning specified under HIPAA, including its statute, regulations, and other official government guidance.

**7.2 Inspection of Internal Practices, Books, and Records.** Business Associate will make its internal practices, books, and records relating to its use and disclosure of PHI and ePHI available to Covered Entity and to HHS to determine compliance with the HIPAA Rules.

**7.3 Amendment to Agreement.** This Agreement may be amended only by a written instrument signed by the parties, except that if there is a change in applicable law or guidance and the parties have not timely adopted an appropriate amendment, this Agreement shall be amended automatically and deemed to incorporate such new or revised provisions as are necessary to comply with the change in the law or guidance. The parties agree to negotiate in good faith to adopt such amendments as are necessary to comply with changes in the law or guidance.

**7.4 No Third-Party Beneficiaries.** Nothing in this Agreement shall be construed as creating any rights or benefits to any third parties.

**7.5 Interpretation.** Any ambiguity in the Agreement shall be resolved to permit Covered Entity and Business Associate to comply with the applicable requirements under the HIPAA Rules.

**7.6 Indemnification.**  
Business Associate agrees to defend, indemnify, and hold harmless Covered Entity, its officers, agents, and employees from and against any and all claims, liabilities, demands, damages, losses, costs, and

expenses (including costs and reasonable attorney's fees) arising from a Breach by Business Associate, its officers, agents or employees, of Business Associate's obligations under this Agreement.

Covered Entity agrees to defend, indemnify, and hold harmless Business Associate, its officers, agents, and employees from and against any and all claims, liabilities, demands, damages, losses, costs, and expenses (including costs and reasonable attorney's fees) arising from a Breach by Covered Entity, its officers, agents or employees, of Covered Entity's obligations under this Agreement.

**7.7 Severability.** The invalidity or unenforceability of any provisions of this Agreement shall not affect the validity or enforceability of any other provision of this Agreement, which shall remain in full force and effect.

**7.8 Construction and Interpretation.** The section headings contained in this Agreement are for reference purposes only and shall not in any way affect the meaning or interpretation of this Agreement. This Agreement has been negotiated by the parties at arm's-length and each of them has had an opportunity to modify the language of the Agreement. Accordingly, the Agreement shall be treated as having been drafted equally by the parties, and the language shall be construed as a whole and according to its fair meaning. Any presumption or principle that the language is to be construed against any party shall not apply. This Agreement may be executed in counterparts, each of which shall be deemed to be an original, but all of which, taken together, shall constitute one and the same agreement.

**7.9 Notices.** All notices and communications required by this Agreement shall be in writing. Such notices and communications shall be given in one of the following forms: (a) by delivery in person, (b) by a nationally-recognized, next-day courier service, (c) by first-class, registered or certified mail, postage prepaid; or (d) by electronic mail to the address that each party specifies in writing.

**7.10 Entire Agreement.** This Agreement constitutes the entire agreement between the parties with respect to its subject matter and constitutes and supersedes all prior agreements, representations and understandings of the parties, written or oral, with regard to this same subject matter.

**In Witness Whereof,** the Parties hereto have duly executed this Agreement as of the Effective Date as defined in the initial paragraph.

<b>Plan Sponsor</b>	<u>Box Elder County</u>	<b>Business Associate</b>	<u>GBS Benefits and its affiliates</u>
<b>on behalf of the</b>	<u>Box Elder County Health and Welfare Plan</u>	<i>(Must be signed by an officer permitted to contract with Plan)</i>	
Signature	<u>Jenicia Stander</u>	Signature	<u>Matt Kiisel</u>
Printed Name	<u>Jenicia Stander</u>	Printed Name	<u>Matt Kiisel</u>
Title	<u>HR Director</u>	Title	<u>COO</u>
Date	<u>May 14, 2025</u>	Date	