

**MINUTES  
BOX ELDER COUNTY COMMISSION  
AUGUST 13, 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 **AUGUST 13, 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 5:23 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 Sheriff Kevin Potter.

**ATTACHMENT NO. 1 - AGENDA**

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

No Administrative Review items were discussed.

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

**Interlocal agreement with Garland City for the Justice Court - Stephen Hadfield**

Attorney Stephen Hadfield stated this item was on a previous agenda and it is now ready for the Commission Chairman to sign.

**EMERGENCY MANAGEMENT ISSUES**

There were no Emergency Management Issues discussed.

**ARPA/LATCF**

**Ambulance Purchase - Commissioners**

Commissioner Perry stated there have been discussions with the Fire Department and EMS for the need of another ambulance. An opportunity has presented itself to purchase an ambulance from Rich County. The value of the ambulance is approximately \$65,000.00 to \$75,000.00 and the county could purchase it for \$55,000.00.

**MOTION:** Commissioner Perry made a motion to purchase an ambulance from Rich County in the amount of \$55,000.00. 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 INTERESTS / PRESENTATIONS / CONCERNS**

**Public Safety and Animal Control - Mayor Baton**

Corinne Mayor Shane Baton asked the Commissioners what is happening with animal control. He suggested they hold a meeting to discuss the issues with animal control and public safety. He would like to see a conversation regarding ambulance services and a proposed fire district.

**Invite Commissioners to Peach Days - Monica Holdaway**

Monica Holdaway of the Box Elder Chamber of Commerce presented the Commissioners with Peach Days memorabilia and invited them to attend the events. She thanked them for the use of the county property. She gave an overview of some of the events that will take place during the Peach Days celebration.

**PUBLIC HEARINGS**

**Public Hearing for Agricultural Protection Area (Patterson, West Corinne) - Marla Young**

Chairman Bingham explained the public hearing is to hear comments on an Agricultural Protection area in the West Corinne area.

**MOTION:** Commissioner Vincent made a motion to open the public hearing. The motion was seconded by Commissioner Perry and the hearing was opened.

**Dennis Patterson** stated he is the applicant for the ag protection and has met the requirements. He asked the Commission for their approval.

**MOTION:** Commissioner Perry made a motion to close the public hearing. The motion was seconded by Commissioner Vincent and the hearing was closed.

**CLERKS OFFICE**

**Resolution #25-16 for Agricultural Protection Area in the West Corinne Area of Unincorporated Box Elder County (Patterson) - Marla Young**

**MOTION:** Commissioner Vincent made a motion to approve Resolution #25-16 for the Patterson Agricultural Protection Area. 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. 2 - Resolution #25-16**

## **COMMISSIONERS**

### **Appoint Justice Court Judge - Commissioners**

Commissioner Perry explained they went through the process to replace the Justice Court Judge. He explained how that process worked. He introduced Dustin Ericson as the new Justice Court Judge.

**MOTION:** Commissioner Perry made a motion to appoint Dustin Ericson as the Justice Court Judge. 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.

### **Indigent Burial Request for Iva Nell - Chrisee Bennett**

Commission Secretary Chrisee Bennett explained the passing of Iva Nell Robinson. She said she passed away in a nursing home and was on state assistance. She did not have a spouse but has one daughter who is unable to provide a burial. Chrisee explained that the amount the county gives is usually \$1,200.00. They are working with Gillies Funeral Home.

**MOTION:** Commissioner Perry made a motion to approve the Indigent Burial for Iva Nell Robinson. 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 Defender Grant Agreement #25-68 for 2026 - Michael McGinnis**

Michael McGinnis, Director of Public Defenders for Cache and Box Elder County, stated Agreement #25-68 is for the renewal of a grant for the 2026 year.

Attorney Stephen Hadfield stated they have not yet reviewed the agreement.

**MOTION:** Commissioner Vincent made a motion to approve Agreement #25-68 subject to attorney approval. 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. 3 - Agreement #25-68**

## **HUMAN RESOURCES**

### **Fairgrounds Background Check, Approval of Volunteers - Anne Hansen**

HR Secretary Diane Black stated they don't have the full list of volunteers due to computer issues but asked the Commissioners to approve them pending the background checks.

**MOTION:** Commissioner Perry made a motion to approve the volunteers pending the passing of background checks. 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.

## **LANDFILL**

### **Updates to Landfill Pricing and Hours of Operation - Gina Nelson**

Landfill Director Gina Nelson presented proposed changes to Landfill pricing and schedules to take effect in January 2026. She stated the change of hours will help control overtime for the employees. She explained our tipping fees are the lowest in the state of Utah and would like to be more competitive so there is not garbage coming from everywhere. She explained HB53 gave requirements for public and commercial haulers to cover their loads. It was enacted May 2025 and they cannot make exceptions for certain types of waste.

**MOTION:** Commissioner Perry made a motion to accept the proposed changes for the landfill to take effect January 2026. 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.

## **ROAD DEPARTMENT**

### **Canal Crossing Agreement #25-64 15600 N Street - West Canal - Darin McFarland**

### **Canal Crossing Agreement #25-65 Camp Fife Road - West Canal - Darin McFarland**

### **Canal Crossing Agreement #25-66 16400 N Street - East Canal - Darin McFarland**

### **Canal Crossing Agreement #25-67 17600 N Street - West Canal - Darin McFarland**

Road Supervisor Darin McFarland explained Agreements #25-64 through #25-67 are grant agreements through UDOT and are 100% funded for canal crossings.

Chairman Bingham stated the agreements were time sensitive so they were reviewed by the County Attorney and then signed by the Chairman to meet a deadline and they need to ratify the signatures.

**MOTION:** Commissioner Perry made a motion to ratify the signatures on Agreements #25-64 through #25-67. 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. 4 -Agreement #25-64**

**ATTACHMENT NO. 5 -Agreement #25-65**

**ATTACHMENT NO. 6 -Agreement #25-66**

**ATTACHMENT NO. 7 -Agreement #25-67**

#### **WEED DEPARTMENT**

**Cooperative Agreement #25-63 Between Box Elder County and Utah Department of Natural Resources, Division of Wildlife Resources - Wyatt Freeze**

Wyatt Freeze, Weed Supervisor, explained Agreement #25-63 is with the Utah Division of Natural Resources and aids in the work in the control of fragmites. The grant is in the amount of \$15,000.00.

**MOTION:** Commissioner Vincent made a motion to approve Agreement #25-63. 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. 8 - Agreement #25-63**

**PUBLIC COMMENT**

Chairman Bingham went over the guidelines for the Public Comment Period.

**DeAnna Hardy of Brigham City** stated it is interesting that the video was not working on July 23rd. The Box Elder Committee of Liberty feels like the Commission doesn't want the pictures to be shown of the state flag. She again petitioned the Commission to restore the original state flag. She said she opposes the zoning and ag protections as they are a part of Agenda 21. There is not a need for Ag Protection Areas as they are already protected by the Constitution. She petitioned the Commission to protect property rights and reduce big government.

**WARRANT REGISTER – COMMISSIONERS**

The Warrant Register was signed and the following claims were approved: Claim numbers 127239 through 127311 in the amount of \$1,817,506.79 and 127100 through 127238 in the amount of \$741,753.75 with voided claim number 126464, 126565, and 126593.

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

<b>Employee Name:</b>	<b>Department:</b>	<b>Change:</b>	<b>Effective Date:</b>
MAY, JANESEA	CLERK'S OFFICE	RE-HIRE	07/29/2025
LARSEN, SARAH	CLERK'S OFFICE	RE-HIRE	07/29/2025
MILLER, AMY	CLERK'S OFFICE	RE-HIRE	07/29/2025
BIERER, HARRISON	CLERK'S OFFICE	RE-HIRE	07/29/2025
BIERER, JOHN	CLERK'S OFFICE	RE-HIRE	07/29/2025
ALVARADO, KATELYN	TREASURER'S OFFICE	NEW HIRE	08/04/2025
SPRINGS, GREGORY	SHERIFF'S OFFICE	SEPARATION	07/28/2025
REEDER, CHAD	ASSESSOR'S OFFICE	NEW HIRE	08/11/2025
GORDON, GERALDINE	FAIRGROUNDS	FAIR VOLUNTEER	08/18/2025
HANCOCK, LISA	FAIRGROUNDS	FAIR VOLUNTEER	08/18/2025
WARD, RODNEY	FAIRGROUNDS	FAIR VOLUNTEER	08/18/2025
WARD, MIDGE	FAIRGROUNDS	FAIR VOLUNTEER	08/18/2025
MUNNS, CHAD	FAIRGROUNDS	FAIR VOLUNTEER	08/18/2025
GROVER, RANDY	FAIRGROUNDS	FAIR VOLUNTEER	08/18/2025
PATTERSON, DENNIS	FAIRGROUNDS	FAIR VOLUNTEER	08/18/2025
NELSON, WAYNE	FAIRGROUNDS	FAIR VOULUNTEER	08/18/2025
KING, JOSHUA	FAIRGROUNDS	FAIR VOLUNTEER	08/18/2025
FRIDAL, TERRI	FAIRGROUNDS	FAIR VOLUNTEER	08/18/2025
HOLMGREN, MARGARET	FAIRGROUNDS	FAIR VOLUNTEER	08/18/2025
WILDE, TIFFANY	FAIRGROUNDS	FAIR VOLUNTEER	08/18/2025
PIERSON, SUZANNE	FAIRGROUNDS	FAIR VOLUNTEER	08/18/2025
MORRIS, JESSICA	FAIRGROUNDS	FAIR VOLUNTEER	08/18/2025
EWELL, MADASYN	FAIRGROUNDS	FAIR VOLUNTEER	08/18/2025
EWELL, MERLENE	FAIRGROUNDS	FAIR VOLUNTEER	08/18/2025
SELMAN, LAURA	FAIRGROUNDS	FAIR VOLUNTEER	08/18/2025
CARTER, JAY	FAIRGROUNDS	FAIR VOLUNTEER	08/18/2025

UDY, BOYD	FAIRGROUNDS	FAIR VOLUNTEER	08/18/2025
KING, YALE	FAIRGROUNDS	FAIR VOLUNTEER	08/18/2025
WILDE, EMMA	FAIRGROUNDS	FAIR VOLUNTEER	08/18/2025
CORBRIDGE, PAMELA	FAIRGROUNDS	FAIR VOLUNTEER	08/18/2025
HUMPHREYS DEBRA	FAIRGROUNDS	FAIR VOLUNTEER	08/18/2025
MCBRIDE, SUZANNE	FAIRGROUNDS	FAIR VOLUNTEER	08/18/2025
HANSEN, JULIANNE	FAIRGROUNDS	FAIR VOLUNTEER	08/18/2025
ATKINS, TAWNYA	FAIRGROUNDS	FAIR VOLUNTEER	08/18/2025
WILDE, KORY	FAIRGROUNDS	FAIR VOLUNTEER	08/18/2025
CORDOVA, MADISON	VICTIM ADVOCATE	SEPARATION	08/01/2025
RAMIREZ, RICHARD	LANDFILL	SEPARATION	07/22/2025
ERICKSON, GABRIEL	LANDFILL	SEPARATION	08/16/2025
AUFRANCE, MICHELLE	LANDFILL	NEW HIRE	08/11/2025
BALLARD, CORDELL	SHERIFF'S OFFICE	SEPARATION	08/07/2025

### **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 4:57 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 5:07 p.m. a motion was made by Commissioner Perry to reconvene into regular commission meeting. Commissioner Perry seconded the motion. The motion carried unanimously and regular commission meeting was reconvened.

### **ADJOURNMENT**

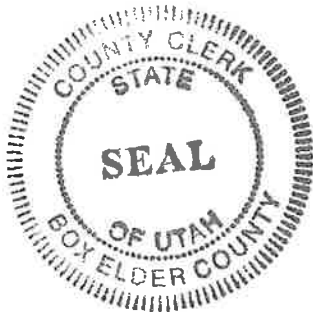
A motion was made by Commissioner Vincent to adjourn. Commissioner Perry seconded the motion, and the meeting adjourned at 5:07 p.m.

**ADOPTED AND APPROVED** in regular session this 10th day of September 2025.

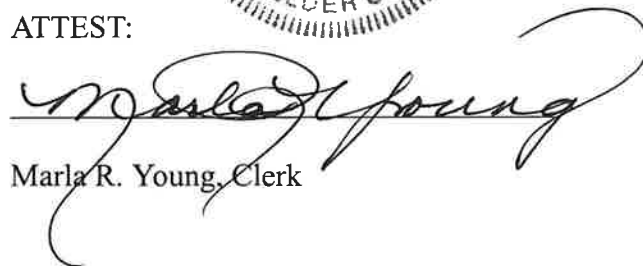
  
Boyd Bingham, Chairman

  
Lee Perry, Commissioner

  
Tyler Vincent, Commissioner



ATTEST:

  
Marla R. Young, Clerk



**COUNTY COMMISSION MEETING**  
**Commission Chambers, 01 South Main Street, Brigham City, Utah 84302**  
**Wednesday, August 13, 2025 at 5:00 PM**

## **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 August 13, 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: Sheriff Kevin Potter

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

**4. FORMER AGENDA ITEMS**

**5. EMERGENCY MANAGEMENT ISSUES**

**6. ARPA/LATCF**

- A. 5:08 Ambulance Purchase-Commissioners

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

- A. 5:10 Public Safety and Animal Control- Mayor Baton
- B. 5:15 Invite Commissioners to Peach Days-Monica Holdaway

**8. PUBLIC HEARINGS**

- A. 5:20 Public Hearing for Agricultural Protection Area (Patterson, West Corinne)-Marla Young

**9. CLERK'S OFFICE**

- A. 5:30 Resolution #25-16 for Agricultural Protection Area in the West Corinne area of Unincorporated Box Elder County.(Patterson)-Marla Young

**10. COMMISSIONERS**

- A. 5:32 Appoint Justice Court Judge-Commissioners
- B. 5:34 Indigent Burial Request for Iva Nell-Chrisee Bennett
- C. 5:36 Public Defender Grant Agreement #25-68 for 2026-Michael McGinnis

**11. HUMAN RESOURCES**

A.5:46 Fairgrounds Background Check, Approval of Volunteers-Anne Hansen

**12. LAND FILL**

A. 5:48 Updates to the Landfill Pricing and Hours of Operation-Gina Nelson

**13. ROAD DEPARTMENT**

A.5:50 Canal Crossing Agreement #25-64 15600 N Street- West Canal- Darin McFarland

B.5:52 Canal Crossing Agreement #25-65 Camp Fife Road-West Canal-Darin McFarland

C.5:54 Canal Crossing Agreement #25-66 16400 N Street-East Canal-Darin McFarland

D.5:56 Canal Crossing Agreement #25-67 17600 N Street-West Canal-Darin McFarland

**14. WEED DEPARTMENT**

A. 5:58 Cooperative Agreement #25-63 Between Box Elder County and Utah Department of Natural Resources, Division of Wildlife Resources-Wyatt Freeze

**15. 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.

**16. WARRANT REGISTER**

**17. PERSONNEL ACTIONS / VOLUNTEER ACTION FORMS / CELL PHONE ALLOWANCE**

**18. CLOSED SESSION**

**19. ADJOURNMENT**

Prepared and posted this 8th day of August, 2025. Mailed to the Box Elder News Journal and the Leader on the 8th of August, 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.



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.

# PUBLIC HEARING

EVENT :

Patterson APA

DATE : August 13, 2025

NO

NAME

- 1 *Chrisee Bennett*
- 2 *Karen Caldwell*
- 3 *Leslie Barton*
- 4 *Shane Barton*
- 5 *Michael C. McGinnis*
- 6 *Darin McFarland*
- 7 *Wyatt Freeze*
- 8 *Scott Lyons*
- 9 *Shirlene Larsen*
- 10 *Lynne He Crockett*
- 11 *DeAnna Hardy*
- 12 *Susan Fawcett*
- 13 *Diane Black*
- 14 *Kristen*
- 15 *Mark Minton*
- 16 *Kevin Potter*
- 17 *Joanie Hammer*
- 18 *Shawn Milge*
- 19 *Von*
- 20 *Clat Dorman*
- 21 *Joseph Richey*
- 22 *DB*
- 23 *Jim*
- 24 *Gary T. Seal*
- 25 *Janice Seal*

**EXHIBIT A****INTERLOCAL AGREEMENT BETWEEN GARLAND CITY, UTAH, AND BOX ELDER COUNTY, UTAH, FOR JURISDICTION OVER CASES ORIGINATING IN GARLAND CITY**

**THIS INTERLOCAL AGREEMENT** ("Agreement") is made and entered into this 6 day of August, 2025, by and between GARLAND CITY, a municipal corporation of the State of Utah ("City"), and BOX ELDER COUNTY, a political subdivision of the State of Utah ("County"), collectively referred to as the "Parties."

**RECITALS**

**WHEREAS**, the City and the County are public agencies as defined by Utah Code Annotated § 11-13-103, and are authorized under the Interlocal Cooperation Act, Utah Code Annotated § 11-13-101 et seq., to enter into agreements for the performance of governmental functions or services; and

**WHEREAS**, the City currently has a justice court to adjudicate certain cases, including class B and C misdemeanors, violations of ordinances, small claims, and infractions, originating within its territorial boundaries but is seeking to suspend operations of their court at this time; and

**WHEREAS**, the County operates a Justice Court located at 81 North Main Street, Brigham City, Utah 84302, with the capacity and authority to adjudicate such cases; and

**WHEREAS**, the Parties desire to enter into an agreement whereby the County's Justice Court will exercise jurisdiction over cases originating in the City, to promote efficient administration of justice and public safety; and

**WHEREAS**, the Parties intend to comply with all applicable provisions of Utah law, including Utah Code Annotated § 78A-7-101 et seq., regarding the jurisdiction and operation of justice courts;

**NOW, THEREFORE**, in consideration of the mutual covenants and promises contained herein, the Parties agree as follows:

**1. Purpose**

The purpose of this Agreement is to grant the Box Elder County Justice Court jurisdiction to hear and adjudicate cases, including but not limited to class B and C misdemeanors, violations of City ordinances, small claims, and infractions, that originate within the territorial boundaries of Garland City, and to establish the terms and conditions for such services.

**2. Jurisdiction**

a. The City hereby authorizes the Box Elder County Justice Court to exercise jurisdiction over all cases arising within the territorial boundaries of Garland City, including but not limited to:

- i. Class B and C misdemeanors as defined by Utah Code Annotated § 76-3-104;
- ii. Violations of Garland City ordinances;
- iii. Small claims cases as provided under Utah Code Annotated § 78A-8-101 et seq.; and
- iv. Infractions as defined by Utah law.

b. The County agrees that its Justice Court shall accept and adjudicate such cases in accordance with applicable Utah law and court procedures.

c. The County's Justice Court shall have the same authority to hear and determine cases originating in the City as it has for cases originating in unincorporated areas of Box Elder County, subject to Utah Code Annotated § 78A-7-106.

3. **Term**

This Agreement shall commence on the date of execution by both Parties and shall continue for a term of five (5) years, unless terminated earlier as provided herein. The Agreement may be renewed for additional terms upon mutual written consent of the Parties.

4. **Compensation**

a. The City shall pay the County an annual fee of \$6,000.00, for the judicial services provided under this Agreement, payable in monthly installments of \$500.00 per month, due on the sixth day of each month, beginning October 1, 2025.

b. The fee may be adjusted annually by mutual agreement of the Parties to reflect changes in the cost of providing judicial services, provided that any adjustment shall be agreed upon in writing at least sixty (60) days prior to the effective date of the adjustment.

c. Payments shall be made to: Box Elder County, Attn: Treasurer's Office, 1 South Main St, Brigham City, UT 84302.

5. **Administration and Records**

a. The County shall maintain records of all cases adjudicated under this Agreement, including case filings, dispositions, and any fines or fees collected, in accordance with Utah law.

b. The County shall provide the City with quarterly reports summarizing the number and type of cases handled, including any fines or fees collected on behalf of the City.

c. Any fines or fees collected from cases originating in the Garland City shall be split 50/50 between Garland and the County, unless otherwise agreed in writing.

d. County shall provide the Judge, Prosecuting Attorney, Public Defender, Victims Advocate, Court Clerks and any other court personnel as needed.

6. **Liability and Indemnification**

a. Each Party shall be responsible for its own acts and omissions and those of its officers, employees, and agents in connection with this Agreement.

b. The County shall indemnify and hold harmless the City from any claims, damages, or liabilities arising from the County's negligence or willful misconduct in performing judicial services under this Agreement.

c. The City shall indemnify and hold harmless the County from any claims, damages, or liabilities arising from the City's negligence or willful misconduct in connection with this Agreement.

7. **Termination**

a. Either Party may terminate this Agreement upon ninety (90) days' written notice to the other Party.

b. Upon termination, the County shall complete adjudication of any pending cases originating in the City, unless otherwise agreed in writing.

c. In the event of termination, the City shall pay the County for all services rendered up to the date of termination, prorated, as necessary.

8. **Insurance**

Each Party shall maintain general liability insurance or self-insurance in an amount sufficient to cover its

obligations under this Agreement, consistent with Utah law. Upon request, each Party shall provide proof of such insurance to the other Party.

**9. Compliance with Law**

The Parties shall comply with all applicable federal, state, and local laws, including, but not limited to, the Interlocal Cooperation Act (Utah Code Annotated § 11-13-101 et seq.) and the Utah Justice Court statutes (Utah Code Annotated § 78A-7-101 et seq.)

**10. Dispute Resolution**

Any disputes arising under this Agreement shall first be addressed through good-faith negotiations between the Parties. If the dispute cannot be resolved within thirty (30) days, the Parties may pursue mediation or other legal remedies as provided by Utah law.

**11. Notices**

All notices required under this Agreement shall be in writing and delivered to:

For the City:

Garland City  
Attn: City Recorder  
72 North Main Street  
Garland, UT 84312

For the County:

Box Elder County  
Attn: County Clerk  
1 South Main Street  
Brigham City, UT 84302

**12. Entire Agreement**

This Agreement constitutes the entire understanding between the Parties and supersedes all prior agreements or understandings, whether written or oral, relating to the subject matter herein.

**13. Amendment**

This Agreement may be amended only by a written instrument signed by both Parties.

**14. Severability**

If any provision of this Agreement is found to be invalid or unenforceable, the remaining provisions shall remain in full force and effect.

**15. Governing Law**


This Agreement shall be governed by and construed in accordance with the laws of the State of Utah.

**16. Independent Review**


Each Party acknowledges that it has had the opportunity to review this Agreement with legal counsel and enters it freely and voluntarily.

**IN WITNESS WHEREOF**, the Parties have executed this Agreement as of the day and year first above written.

**GARLAND CITY, UTAH**

By:   
Linda Bourne, Mayor

ATTEST:

  
Kristal Edwards  
City Recorder



**BOX ELDER COUNTY, UTAH**

By:  Chair, Board of County Commissioners

ATTEST:

  
County Clerk





**RESOLUTION NO. R-25-15**

**A RESOLUTION OF THE CITY COUNCIL OF GARLAND CITY, UTAH, ADOPTING AN  
INTERLOCAL AGREEMENT WITH BOX ELDER COUNTY FOR JURISDICTION OVER  
CERTAIN CASES ORIGINATING IN GARLAND CITY**

**WHEREAS**, Garland City, Utah ("City") is a municipal corporation organized under the laws of the State of Utah; and

**WHEREAS**, Box Elder County, Utah ("County") is a political subdivision of the State of Utah with a Justice Court system capable of adjudicating certain legal matters; and

**WHEREAS**, the City desires to enter into an Interlocal Agreement with the County to allow the Box Elder County Justice Court to exercise jurisdiction over cases, including but not limited to class B and C misdemeanors, violations of ordinances, small claims, and infractions, that originate within the territorial boundaries of Garland City, as the County currently lacks jurisdiction to hear such cases; and


**WHEREAS**, Utah Code Annotated § 11-13-101 et seq., the Interlocal Cooperation Act, authorizes political subdivisions of the State of Utah to enter into agreements for the performance of functions or services; and

**WHEREAS**, the City Council of Garland City finds that entering this Interlocal Agreement is in the best interest of the City and its residents to ensure efficient administration of justice;

**NOW, THEREFORE, BE IT RESOLVED** by the City Council of Garland City, Utah, as follows:

1. **Adoption of Interlocal Agreement:** The City Council hereby approves and adopts the Interlocal Agreement with Box Elder County, substantially in the form attached hereto as Exhibit A, which grants the Box Elder County Justice Court jurisdiction to hear cases originating in Garland City.
2. **Authorization:** The Mayor is authorized and directed to execute the Interlocal Agreement on behalf of Garland City and to take all necessary actions to implement the terms of the agreement.
3. **Effective Date:** This Resolution shall take effect immediately upon its adoption.

**ADOPTED** by the City Council of Garland City, Utah, this 6 day of August, 2025.

  
\_\_\_\_\_  
Linda Bourne  
Mayor, Garland City

ATTEST:

  
\_\_\_\_\_  
Kristal Edwards  
City Recorder

RESOLUTION NO. 25-16

ENTERED AUG 25 2025

A RESOLUTION OF THE BOARD OF COMMISSIONERS OF BOX ELDER COUNTY, UTAH APPROVING A PROPOSAL TO CREATE AN AGRICULTURE PROTECTION AREA.

The Board of Commissioners of Box Elder County, Utah as the county legislative body of Box Elder County, Utah, referred to herein as the "County Commission" recite the following as the basis for adopting this Resolution:

- A. A proposal was filed by a landowner or landowners that a total of 77.98 acres of land in agriculture production located in Box Elder County be established and created as an agriculture protection area.
- B. Notice of the filing of the proposal was published pursuant to UCA Section 17-41-302 and all proposals for modification and objections were received by the County Commission.
- C. The County Commission referred the proposal and all proposed modifications and objections to the Box Elder County Agriculture Protection Area Advisory Board and the Box Elder County Planning Commission. Reports from each of these boards were received and reviewed by the County Commission.
- D. The County Commission conducted a public hearing pursuant to notice as required by UCA Section 17-41-304 and received public comment from all persons who appeared at the public hearing and spoke in favor or against the proposal, any proposed modifications to the proposal or the recommendations of the Advisory Board and the Planning Commission
- E. The County Commission has considered all of the reports, comments and information provided to it and has considered whether the land within the proposed agriculture protection area is currently being used for agriculture production, whether the land is zoned for agriculture use, whether the land is viable for agriculture production, the extent and nature of existing or proposed farm improvements and anticipated trends in agricultural and technological conditions that might affect the proposed agriculture protection area.

NOW, THEREFORE, BE IT RESOLVED by the Board of Commissioners of Box Elder County, Utah:

Section 1. Agriculture Protection Area Created. The following land is hereby created and established as an agriculture protection area pursuant to Utah Code Annotated Title 17, Chapter 41:

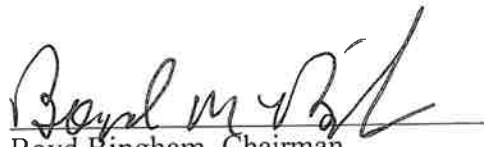
*(See Attachment A)*


Section 2. Notice of Creation of Agriculture Protection Area. The Box Elder County Clerk shall maintain on file a copy of this Resolution within ten days from the

adoption of this Resolution in order to give constructive notice of the existence of this agriculture protection area as provided in Utah Code Annotated Section 17-41-304.4. The Box Elder County Clerk shall also provide a copy of this Resolution to the Box Elder County Recorder and Box Elder County Planning Commission within ten days from the date hereof. The Box Elder County Clerk is further ordered to send a copy of this Resolution, with the stamp of the County Clerk of deeds, to the Utah Commissioner of Agriculture within ten days after recordation of this Resolution.

Section 3. Effective Date. This Resolution shall take effect immediately upon adoption.

PASSED AND ADOPTED this 13th day of August, 2025.

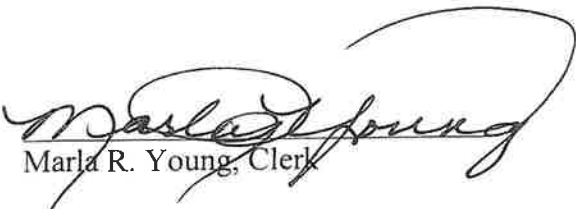
  
Boyd Bingham, Chairman

  
Lee Perry, Commissioner

  
Tyler Vincent, Commissioner



ATTEST:

  
Marla R. Young, Clerk

(State of Utah )

§  
County of Box Elder

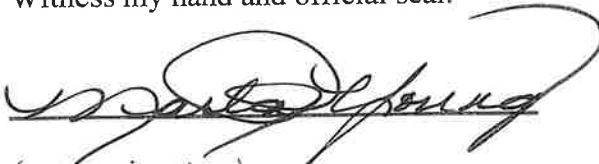
On this 13<sup>th</sup> day of August, in the year 2025, before  
date month year

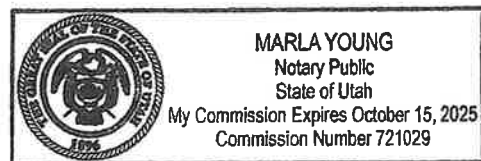
me, Marla R. Young a notary public,  
notary public name

personally appeared Boyd Bingham, Lee Perry, Tyler Vincent proved on the basis  
name of document signer

of satisfactory evidence to be the person(s) whose name(s) (is/are) subscribed to this  
instrument, and acknowledged (he/she/they) executed the same.

Witness my hand and official seal.

  
(notary signature)



(seal)

Attachment A

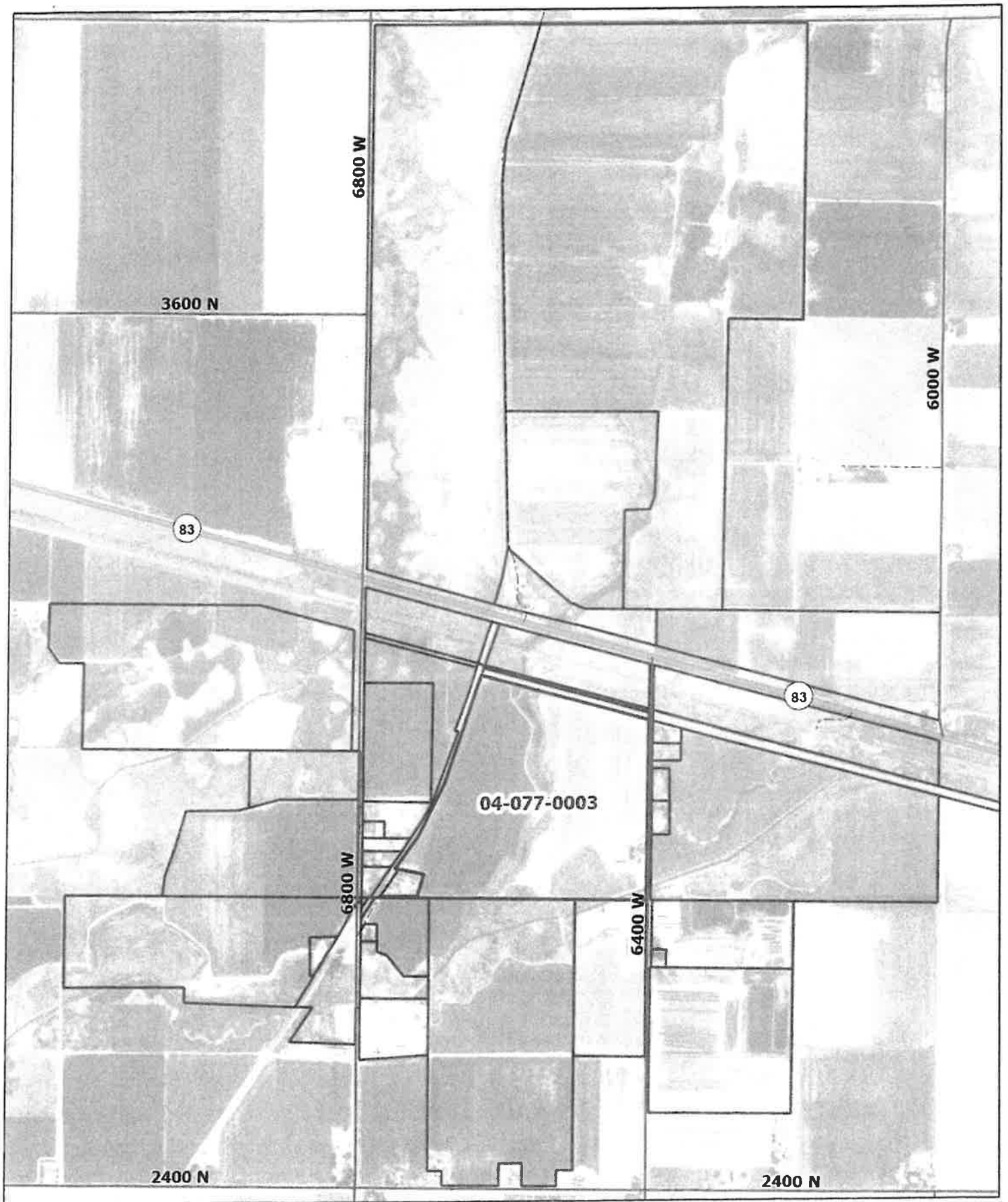
**04-077-0003**

BEG 33 FT WEST FROM CENTER OF SEC 34, T 10N, R 03W, SLM. THENCE WEST 2448 FT TO EAST R/W LINE CANAL, N 33°00'00" E 800 FT, N 28°00'00" E 177 FT, N 23°00'00" E 177 FT, N 18°40'00" E 1668 FT M/L TO STATE RD, S 75°50'00" E 1370 FT TO WEST R/W LINE OF COUNTY RD, SOUTH 2235 FT TO BEG.

LESS: [04-077-0020] TRACT DEEDED TO DANIEL LEON HANSON (BK 456 PG 817). PART OF NW/4 OF SEC 34, T 10N, R 03W, SLM. BEG AT A POINT ON EASTERLY R/W LINE OF BEAR RIVER CANAL, LOCATED NORTH ALONG SEC LINE 2647.63 FT & S 89°49'43" E 137.19 FT & N 33°00'00" E 19.64 FT FROM SW CORNER OF SD SEC 34, N 33°00'00" E ALONG SD R/W LINE 302.90 FT, S 78°22'04" E ALONG AN EXISTING FENCE 270.10 FT, S 16°51'15" W ALONG AN EXISTING FENCE 209.68 FT, N 89°49'43" W ALONG SD BOUNDARY LINE & EXISTING FENCE 368.73 FT TO POB.

LESS: RESERVED

# Patterson Ag Protection Area West Corinne



BOX  
ELDER  
COUNTY

0 0.25  
Miles

## Legend

- Ag Protection
- Ag
- Protection\_1000
- Highway
- County B Road
- Private





## GRANT AGREEMENT SIGNATURE PAGE

## CONTACT INFO

System: Box Elder County Grant No. 26D16 Period: July 1, 2025 - June 30, 2026  
 Check Mailing Address: 1 S Main City: Brigham City Zip: 84302  
 Project Dir.: Michael McGinnis Email: cachevalleydefender@gmail.com Phone: (435) 535-6661  
 Managing Def: same Email: same Phone: \_\_\_\_\_

## GRANT AWARD AND SYSTEM INDIGENT DEFENSE BUDGET SUMMARY

Expenditure Line Item	Award Budget	System Budget
Personnel Salaries	\$ 0.00	\$ 0.00
Personnel Fringe Benefits	\$ 0.00	\$ 0.00
Contracted Services	\$ 185,400.00	\$ 404,284.56
Equipment, Supplies, Operating Expenses (ESO)	\$ 0.00	\$ 5,784.66
Defense Resources	\$ 0.00	\$ 25,000.00
Other (Training and Related Travel, etc.)	\$ 0.00	\$ 32,300.00
Mileage	\$ 0.00	\$ 0.00
<b>Award and System Budget Totals</b>	<b>\$ 185,400.00</b>	<b>\$ 467,369.22</b>
<b>System Indigent Defense Budget Total</b>		<b>\$ 652,769.22</b>

## SIGNATURES

**Through the Indigent Defense Commission, the state of Utah offers this grant award and agrees to pay the total award amount contingent upon the recipient system meeting the requirements described in this agreement.**

IDS Exec. Dir. Name: Matthew Barraza Signature: [Signature] Date: 06/12/2025

**The project director's initials by each attachment certify that (s)he has read and understood the grant award requirements set forth in these documents, and that (s)he agrees to abide by them.**

Attachment A: Budget Detail and Payment Structure	Attachment D: Core System Principles
Attachment B: Terms, Assurances, and Conditions	
Attachment C: Quarterly Reporting Schedule and Requirements	Attachment F: Social Worker Agreement (if applicable)

**The system accepts the IDC grant award and agrees to meet the requirements and abide by the provisions described in this agreement.**

Project Director Signature: Michael McGinnis Date: 8/4/2025  
 Authorized System Representative Name: Bryce M. Bingham Title: Commission Chair  
 Authorized System Representative Signature: Bryce M. Bingham Date: 8-27-2025  
 Managing Defender Signature: [Signature] Date: 8/4/2025



## ATTACHMENT A: System Indigent Defense Budget Detail and Payment Structure

### SYSTEM INDIGENT DEFENSE BUDGET DETAIL AND PAYMENT STRUCTURE

Unless otherwise approved by the OIDS Executive Director, system expenses must be paid prior to reimbursement and should be reported for the period in which the expense was incurred. For expenses incurred during a period but paid after the quarterly fiscal report has been submitted, a supplemental financial status report may be required. Reimbursement is contingent upon the system meeting minimum required spending amounts for each expense category as outlined in the Quarterly Payment Structure. Reimbursement dates are dependent upon grantee reporting and are subject to change. Contact the Grant Program Manager for assistance.

#### Fixed Quarterly Reimbursements

- The system must meet the minimum required system spending amount for the quarter before utilizing the grant reimbursed portion.
- Reimbursement requests should not exceed the quarterly grant amount budgeted for each line item. However, adjustments may be authorized by the OIDS Executive Director or Grant Program Manager as needed.
- Any costs exceeding the budgeted quarterly system spending and grant amount combined will be the system's responsibility and may count toward the system spending requirement for the following quarter.

#### "As Billed" Reimbursements

- The system must meet the established system spending requirement for a line item before utilizing the grant reimbursed portion of that item.
- Any costs exceeding the annual system spending and grant amount combined will be the system's responsibility and will count toward system spending.

BOX ELDER INDIGENT DEFENSE BUDGET (July 1, 2025 - June 30, 2026)							
Expense Category	Expense Line Item	Total Cost	IDC Grant Award	System Spending	Expense Structure	Quarterly Grant Payment	Quarterly System Spending
Personnel		\$0.00	\$0.00	\$0.00	N/A		
Fringe		\$0.00	\$0.00	\$0.00	N/A		
Contracted	Managing Defender Services Pass-through to Cache*	\$98,700.00	\$30,000.00	\$68,700.00	Fixed	\$7,500.00	\$17,175.00
	Administrative Assistant	\$45,784.56	\$30,000.00	\$15,784.56	Fixed	\$7,500.00	\$3,946.14
	Primary Adult District Contract	\$92,640.00	\$49,524.00	\$43,116.00	Fixed	\$12,381.00	\$10,779.00
	Second Adult District Contract	\$92,640.00	\$0.00	\$92,640.00	Fixed	\$0.00	\$23,160.00
	Primary Juvenile & Parental Defense Contract	\$92,640.00	\$55,728.00	\$36,912.00	Fixed	\$13,932.00	\$9,228.00
	Parental and Delinquency Conflicts	\$62,640.00	\$2,148.00	\$60,492.00	Fixed	\$537.00	\$15,123.00
	Justice Court/Mental Health Court/Conflicts	\$68,640.00	\$18,000.00	\$50,640.00	Fixed	\$4,500.00	\$12,660.00
	Drug Court Attorney	\$36,000.00	\$0.00	\$36,000.00	Fixed	\$0.00	\$9,000.00
	Child Welfare Social Worker shared w/ Cache**	\$0.00	\$0.00	\$0.00	N/A		
Equipment, Supplies, & Operating Expenses (E.S.O.)	Fixed E.S.O.	\$5,784.66	\$0.00	\$5,784.66	Fixed	\$0.00	\$1,446.17
	Other E.S.O.	\$0.00	\$0.00	\$0.00	N/A		
	Defense Resources & Reserves	\$25,000.00	\$0.00	\$25,000.00	As billed		
	Training & Related Travel	\$0.00	\$0.00	\$0.00	N/A		
	Indigent Defense Capital Fund	\$32,300.00	\$0.00	\$32,300.00	As billed		
Travel	Mileage	\$0.00	\$0.00	\$0.00	N/A		
<b>Totals:</b>		<b>\$652,769.22</b>	<b>\$185,400.00</b>	<b>\$467,369.22</b>			

\*Box Elder County pays Cache County for shared managing defender's services.

\*\* Cache County carries the contract but the social worker served Box Elder County as well.



## ATTACHMENT B: Standard Terms, Assurances, Certifications, and Conditions

### STANDARD TERMS

Terms and definitions as used in this grant agreement.

Authorized System Representative	A public official authorized to sign financial agreements for and on behalf of a local government entity, e.g. city mayor, city manager, county mayor, county manager, county council chair, county commission chair.
Award Recipient or Grantee	An indigent defense system receiving IDC grant funds.
Commission or IDC	Utah Indigent Defense Commission
Indigent Defense Resources	Resources necessary to provide an effective defense for an indigent individual, including but not limited to the costs for an investigator, expert witness, scientific or medical testing, transcripts, and printing briefs.
Indigent Defense Service Provider	A court-appointed attorney or entity representing an indigent individual pursuant to (a) a contract with an indigent defense system to provide indigent defense services; or (b) an order issued by the court under Utah Code Subsection 78B-22-203(2)(a).
Indigent Defense Services	(a) The representation of an indigent individual by an indigent defense service provider; and (b) the provision of indigent defense resources for an indigent individual.
Indigent Defense System or System	(a) A city or town that is responsible for providing indigent defense, or (b) a county that is responsible for providing indigent defense services in the district court, juvenile court, and the county's justice courts; or (c) an interlocal entity, created pursuant to Utah Code 11-13, the Interlocal Cooperation Act, that is responsible for providing indigent defense services according to the terms of an agreement between a county, city, or town.
Managing Defender	An indigent defense service provider with the role of coordinating attorneys, staff, and resources related to providing indigent defense services in a system or across multiple indigent defense systems.
OIDS or Office	Office of Indigent Defense Services, responsible for the Commission's administration and operations.
Project Director	An individual responsible for the administration, management, and oversight of the grant award on behalf of the indigent defense system receiving IDC grant funding. The Project Director has the ultimate responsibility for compliance with the terms of the grant agreement, Utah law, quarterly reports, invoices, and payment information. A grantee system may delegate all or some of the Project Director's duties to a Managing Defender.
State Entity	IDC, OIDS, or another state of Utah government agency.
Sub-grantee	Any entity or individual who is paid with IDC grant funds by the award recipient indigent defense system, such as contractor(s) for services.
System Spending	The portion of the grant recipient system's indigent defense budget and costs that are not reimbursable by the grant award.



## ATTACHMENT B: Standard Terms, Assurances, Certifications, and Conditions

### ASSURANCES

1. **IDC AUTHORITY AND DUTIES:** The system assures it recognizes the Utah Indigent Defense Commission's powers and duties as authorized in Utah Code 78B-22-404, effective May 4, 2022, "to oversee individuals and entities involved in providing indigent defense services...and to assist the state in meeting the state's obligations for the provision of indigent defense services, consistent with the United States Constitution, the Utah Constitution, and the Utah Code."
2. **SYSTEM FINANCIAL MANAGEMENT:** The system assures it possesses the responsibility, financial management, fiscal integrity, and financial capability necessary to administer IDC grant funds adequately and appropriately; that its financial management system can record and report on the receipt, obligation, and expenditure of grant funds; and that its financial management system is integrated with an adequate structure of internal controls to safeguard assets and cash management procedures. The system further assures that all IDC grant-related books, records, and accounts shall be maintained in accordance with all applicable regulations and standards and accurately reflect the true nature of the transactions they record in all material respects. The financial statements of the system shall conform in all material respects to generally accepted accounting principles and the system's accounting policies. While the Project Director has the ultimate responsibility for financial oversight and management of the IDC grant funding, some or all grant-related financial reporting and record keeping duties may be delegated to a sub-grantee, i.e. Managing Defender.
3. **SYSTEM INDIGENT DEFENSE BUDGET:** The system assures its system spending baseline indigent defense budget equals or exceeds the preceding three fiscal years' average annual system spending on indigent defense services; and that during the current fiscal year, the system reasonably anticipates maintaining indigent defense system spending, at the minimum, at the level set forth in the grant payment structure and grant award agreement.
4. **SUPPLANTING PROHIBITION:** The system assures IDC grant funds shall not supplant system spending on indigent defense services. This means that the system shall not deliberately reduce or reallocate to other purposes local indigent defense funds because of the existence of state funds. Rather, the IDC grant award must increase or supplement the total funding available for indigent defense services.
5. **SYSTEM RECORDS MANAGEMENT AND RETENTION:** The system assures it has a process to store and preserve relevant IDC grant-related programmatic documents and financial records according to the approved retention schedule (CCJ Records Retention Series 28161, State Grant Program Files), and to allow the OIDS access to the system's programmatic documentation, financial records, written policies and procedures, audit compliance records, and internal controls for the purpose of ensuring grant funds are spent and disbursed efficiently as authorized by the Utah legislature and the Indigent Defense Commission.
6. **SYSTEM INDIGENT DEFENSE SERVICES MONITORING AND MANAGEMENT:** The system assures it is willing and able to monitor and manage attorney and system performance. Critical to this capacity is collecting, reviewing, and reporting quarterly to the OIDS reliable data and information about indigent defense services and the quality of representation the system is providing. While the Project Director has the ultimate responsibility for programmatic oversight, management, and reporting, some or all duties may be delegated to a sub-grantee, i.e. Managing Defender. To facilitate sufficient programmatic record keeping and reporting, the OIDS provides grantee systems or sub-grantees, when appropriate, with the DefenderData case management software and training for free.
7. **DEFENSE COUNSEL'S FREEDOM FROM CONFLICT:** The system assures that defense counsel, whether employed or contracted with by the system, are free to defend clients zealously, based on the counsels' own judgment, and without fear of termination, reduction in compensation, reduction in staff, or reduction in defense resources.
8. **DEFENSE FUNCTION'S INDEPENDENCE:** The system assures it is working diligently toward ensuring that the selection, funding, and payment of defense counsel and indigent defense services are independent of the judiciary and the prosecution.
9. **REPORTING REQUIREMENTS:** The system assures it will comply with the OIDS quarterly grant reporting schedule and requirements outlined in Attachment C. The system's officers, employees, and contractors must report honestly and accurately all business and legal transactions. Accurate record keeping and reporting are essential to the system's ability to meet legal and regulatory obligations, including specific obligations relating to the system's



## ATTACHMENT B: Standard Terms, Assurances, Certifications, and Conditions

transactions with the Commission, OIDS, and other governmental entities. While the Project Director has the ultimate responsibility for compliance, some or all IDC grant-related programmatic and financial reporting and record keeping duties may be delegated to a sub-grantee, i.e. Managing Defender.

10. **COMPLIANCE WITH LAWS, RULES, POLICIES:** The system assures it will comply with its own written Accounting, Personnel, Purchasing, and Procurement rules and policies and procedures, excepting travel where the state of Utah per diem rates for reimbursements take precedence. If the system has not adopted such written policies and procedures, the state Accounting Policies and Procedures, state Purchasing Policies and Procedures, state Human Resources Rules, the Utah Administrative Code, and other applicable state policies and procedures are to be complied with in expending IDC grant funds.
11. **THIRD PARTY COOPERATION:** The system assures it will require all third-party contractors and sub-grantees to cooperate and participate with the OIDS in quarterly reporting, as well as in any investigations, audits, reviews, or monitoring activities of indigent defense services and IDC grant awards by OIDS or other governmental entities.
12. **THIRD-PARTY INDIGENT DEFENSE SERVICE CONTRACTS:** The system assures that it will have on file a current written contract for all indigent defense service providers engaged presently who are not directly employed by the system, and that it will provide copies of those contracts to OIDS. Furthermore, system assures it will keep OIDS abreast of any provider contract changes.
13. **SUB-GRANTEE ACCOUNTABILITY FOR COMPLIANCE:** The system assures sub-grantees shall be held accountable for complying with applicable Assurances, Certifications, and Conditions set forth in the system's grant agreement, through incorporating appropriate language into each agreement, contract, or other document under which IDC grant funds are to be expended by the sub-grantees. This is particularly vital should the system delegate some or all Project Director's duties and responsibilities to a sub-grantee, i.e. Managing Defender.
14. **MANDATORY CONTINUING LEGAL EDUCATION:** The system assures that its indigent defense service providers, whether employees or contractors, shall comply with the Utah State Bar mandatory continuing legal education requirements for maintaining licensure. OIDS strongly recommends that defenders attend a minimum of eight hours of specialized training in the area(s) of their practice annually. To facilitate specialization, OIDS provides free monthly CLEs to defenders in adult criminal defense, juvenile delinquency defense, and appellate advocacy.
15. **FUNDING FOR SYSTEM POSITIONS:** The system assures that IDC grant funds shall not be used to compensate its officers and employees unless they are employed at least part-time as indigent defense service providers or support staff in public defense.
16. **CASE MANAGEMENT SOFTWARE:** The system assures that its indigent defense providers, whether employees or contractors, will use case management software to manage their legal cases and clients, and to keep cases organized. To facilitate utilizing the DefenderData case management software, OIDS pays Justice Works directly for the cost of DefenderData licenses. Contingent upon funding availability, additional DefenderData licenses may be considered on an individual basis at the discretion of the OIDS Executive Director.

### CERTIFICATIONS

1. **CERTIFICATION REGARDING DEBARMENT, SUSPENSION, AND INELIGIBILITY:** The system certifies that it is not presently nor has ever been debarred, suspended, or proposed for debarment by any governmental department or agency, whether international, national, state, or local. Should the system be unable to certify the above statement in whole or in part, it shall submit a written explanation to the Commission. The system must notify OIDS in writing within thirty days if it is debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in any contract by a governmental entity during the grant period covered in the grant agreement.



## ATTACHMENT B: Standard Terms, Assurances, Certifications, and Conditions

2. **CERTIFICATION REGARDING DRUG-FREE WORKPLACE:** The system certifies that it will maintain a drug-free workplace, as required by the state of Utah rules and regulations regarding implementing the Drug-Free Workplace Act of 1988, 28 CFR Part 67, Subpart F, and the rules governing a drug-free workplace set forth in the Utah Administrative Rule 477-14-1 through 477-14-4.
3. **CERTIFICATION REGARDING COMPLIANCE WITH LAWS, RULES, AND REGULATIONS:** The system certifies that its officers, employees, and contractors should endeavor to deal honestly, ethically, and fairly with clients and other parties involved in the provision of indigent defense services, and that they shall comply with applicable federal and state constitutions, laws, rules, codes, orders, and regulations, including professional licensure and certification requirements, while the IDC grant agreement is effective.

### CONDITIONS

#### I. GENERAL

- I.1. **FUNDING AVAILABILITY:** State funding is appropriated by the Utah legislature. Availability of funding is subject to legislative appropriations. Funding awarded to recipients under the grant agreement may be reduced or withdrawn upon a written notice from the IDC should the legislature reduce, withdraw, or not renew funding appropriations.
- I.2. **FUNDING PRIORITIES:** IDC grant funding was awarded based on the following Priority Tier Levels: Tier 1 - Funding to renew existing indigent defense positions. Tier 2 - Funding for new managing defender or grant-focused administrative assistant positions that oversee at least three indigent defense service providers. Tier 3 - Funding for attorney capacity increases recommended based on the latest System Needs Evaluation results, and budget and spending trends. Tier 4 - Funding for other capacity increases recommended by OIDS or requested by the system and agreed upon through a collaborative process. Tier 5 - Funding for other requests.
- I.3. **AWARD AVAILABILITY AND OBLIGATION OF FUNDS:** The grant award is available during the grant period, which typically runs from the start of the state fiscal year on July 1st until the end of the state fiscal year on June 30th of the following calendar year. Grant funds may not be obligated prior to the effective date or after the termination date of the grant period. Obligations that are outstanding as of the termination date shall be liquidated within 30 days. Such obligations must be related to goods or services provided and utilized within the grant period.
- I.4. **NON-APPROPRIATION OF FUNDS, REDUCTION OF FUNDS, OR CHANGES IN LAW:** The IDC grant agreement may be terminated or the available grant funds may be reduced at the sole discretion of the Indigent Defense Commission if (i) a change in federal or state legislation or applicable laws materially affects the ability of either party to perform under the terms of the agreement; or (ii) a change in available funds affects the Commission's ability to pay under the agreement. In the event of termination or award modification, the Commission will provide a written notice to the system 30 days in advance of the specified termination or modification effective date.
- I.5. **INDEMNITY:** Both parties to the IDC grant agreement are governmental entities as defined in the Utah Governmental Immunity Act (Utah Code Ann. 63G-7-101 et. seq.). Nothing in this agreement shall be construed as a waiver by either or both parties of any rights, limits, protections, or defenses provided by the Act. Nor shall this agreement be construed, with respect to third parties, as a waiver of any governmental immunity to which a party to this agreement is otherwise entitled. Subject to and consistent with the act, each party will be responsible for its own actions or negligence and will defend against any claims or lawsuit brought against it. There are no indemnity obligations between the parties.
- I.6. **REGIONALIZATION:** Systems that regionalize indigent defense services across two or more counties and/or cities must enter into a Memorandum of Understanding or similar written agreement. The MOU must be consistent with the intent and purpose of the IDC grant award and its terms and conditions, including the IDC Core System Principles, and with Utah law to ensure effective provision of indigent defense services in the pertinent systems, whether they are involved directly and indirectly in grant awards. A copy of the signed MOU must be submitted to OIDS.



## ATTACHMENT B: Standard Terms, Assurances, Certifications, and Conditions

### **II. USE OF THE AWARD**

II.1. **USE OF THE AWARD:** IDC grant funds are to be expended only for the purposes and activities authorized by the Indigent Defense Commission in the budget detail set forth in Attachment A of the grant agreement. Upon a written request by the system, the Commission or OIDS Executive Director may authorize budget modifications to increase, decrease, or move grant funds from one budget category to another during the grant period as deemed appropriate.

#### II.2. **APPROVED AWARD BUDGET CATEGORIES AND ACTIVITIES:**

- a. **Personnel Salaries:** Wages or salaries paid to full-time and part-time personnel and officers employed by the system.
- b. **Personnel Fringe Benefits:** Non-wage allowances and services provided by the system to its full-time and part-time employees and officers in addition to their normal wages or salaries.
- c. **Contracted Services:** Costs of any person or entity obligated to provide indigent defense services, administrative services, or defense resource services to the system under a contract or agreement. Contractors are not considered to be employees or officers of the system. By definition, IDC grant-funded contractors are the grantee system's sub-grantees.
- d. **Equipment, Supplies, Operating Expenses:** Costs of these items may be approved on a case-by-case basis at the discretion of the Indigent Defense Commission or OIDS Executive Director.
- d. **Defense Resources:** Costs of indigent defense resources, such as investigators, experts, second chairs, court transcripts, and printing. Conflict counsel is typically not included in this budget category. Defense resource providers may or may not be considered to be the grantee system's sub-grantees. Upon a written request from the system, other defense resource costs may be approved by the Indigent Defense Commission or OIDS Executive Director.
- e. **Mileage:** Transportation costs incurred by system employees and contractors for travel related directly to representing indigent clients, such as client visits and court appearances. See the Mileage Reimbursement condition for details.
- f. **Other:** Subject to the limitation and approval of the Indigent Defense Commission, other expenses related to providing indigent defense services may be allowable and reimbursable by the IDC.

II.3. **NONALLOWED EXPENDITURES:** Award funds may not be used a) to pay for services or items that are not part of the approved grant budget, or separately approved by the Commission or OIDS Executive Director; b) to purchase land; or c) to pay for construction projects.

### **III. PAYMENTS AND GRANT FUNDS**

III.1. **AWARD PAYMENTS:** Based on the quarterly financial status report the system or sub-grantee submits in the state grant management system (GMS), OIDS will reimburse the system for approved indigent defense expenses in accordance with the award payment structure set forth in Attachment A of the IDC grant agreement. Payments can be adjusted to correct mistakes (e.g., overpayment, underpayment, or disallowed costs) that are found as a result of monitoring, review, inspection, or audit. Upon a written request in advance, the OIDS Executive Director may authorize exceptions to payment arrangements as deemed appropriate.

III.2. **GRANT MODIFICATIONS:** The system must obtain prior written approval from the Commission or OIDS Executive Director for grant award modifications. These include changes in (a) activities, designs, or objectives; (b) system Project Director or key professional personnel identified in the grant agreement; and (c) approved system indigent defense budget and budget categories.



## ATTACHMENT B: Standard Terms, Assurances, Certifications, and Conditions

- III.3. **COSTS EXCEEDING SET LINE-ITEM GRANT BUDGET:** Should the costs for a grant-funded line item exceed the budgeted annual grant amount, the system shall be responsible for the excess spending, unless other arrangements are agreed in writing between the system and the Commission or OIDS Executive Director. Such arrangements may or may not require a grant modification.
- III.4. **UNUSED AWARD FUNDS:** Unless the IDC grant agreement is terminated prior to the expiration date, unexpended grant funds must be returned to OIDS within 30 days of the close of the state fiscal year when the grant period ends. Likewise, obligated but unused grant funds remain with the Indigent Defense Commission, and they shall not carry over to the next grant year.
- III.5. **NON-EXPENDABLE PERSONAL PROPERTY:** The system shall retain any nonexpendable personal property acquired with IDC grant funds for indigent defense purposes until the property is no longer needed or the purpose no longer exists, whether indigent defense services continue to be supported by state funds. When the time comes to dispose of the property, the system shall request disposition instructions from OIDS.

### **IV. CORRECTIVE ACTION AND TERMINATION OF THE GRANT AGREEMENT**

- IV.1. **DEFAULT, CORRECTIVE ACTION, AND TERMINATION FOR CAUSE:** Should the Indigent Defense Commission, OIDS, or another state entity determine that the system has materially breached any term or condition of the agreement; and that the system has not responded within 10 days to a written request to remedy the issue(s) or has not complied with a corrective action plan within 10 days, and therefore the default remains, the Commission and OIDS reserve the right to take one or more of the following actions:
- Withhold reimbursements temporarily.
  - Disallow all or part of the cost of grant activities.
  - Demand full refund of any payment made to the system under the agreement for services that do not conform to the agreement.
  - Suspend all or part of award activities.
  - Terminate the grant award immediately, prior to the agreement's expiration date.
  - Withhold or deny future funding.
  - Pursue other remedies legally available.

Time allowed for remedy or corrective action will not diminish or eliminate the system's liability for damages.

Likewise, should the Commission or OIDS materially breach any term or condition of the IDC grant agreement and fail to respond within 10 days to the system's written notification to correct and cease the violation(s), the system may terminate the agreement for cause immediately, prior to the expiration date.

Upon termination of the agreement by either party, all accounts and payments will be processed according to the financial arrangements set forth herein for approved services ordered prior to the date of termination.

- IV.2. **TERMINATION FOR CONVENIENCE WITHOUT CAUSE:** The system or the Indigent Defense Commission may terminate the IDC grant agreement, in whole or in part, for convenience, without cause, at any time prior to the agreement expiration date by mutual agreement in writing. The party seeking termination must submit a written notice to the other party 30 days in advance of the specified expiration date.
- IV.3. **FORCE MAJEURE:** Neither party to the IDC grant agreement shall be held responsible for delay or default caused by fire, riot, acts of God, disease, state of emergency, executive order, war, or another event which is beyond the party's reasonable control. Either party may terminate the grant agreement after determining such delay will prevent successful performance of the agreement.



## ATTACHMENT B: Standard Terms, Assurances, Certifications, and Conditions

**IV.4. FINANCIAL OBLIGATIONS UPON TERMINATION:** In the event the IDC grant agreement is terminated prior to the expiration date, whether for cause or for convenience, by either party, all accounts and payments will be processed according to the financial arrangements set forth herein for approved services ordered prior to the date of termination. The system agrees that upon termination of the agreement, the system's sole remedy and monetary recovery from the Indigent Defense Commission or the state of Utah is limited to full payment for all services properly performed as authorized under the grant agreement up to the date of termination, as well as any reasonable monies owed as a result of the system having to terminate other contracts necessarily and appropriately entered into by the system pursuant to this agreement. Furthermore, the system must return any unexpended grant funds to the Commission within 30 days of the termination date.

### **V. EMPLOYMENT AND POSITIONS**

**V.1. EMPLOYMENT DISCRIMINATION PROHIBITION:** The system agrees to abide by the following employment laws:

- 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.
- Executive Order No. 11246, as amended, which prohibits discrimination on the basis of sex.
- 45 CFR 90, which prohibits discrimination on the basis of age.
- Section 504 of the Rehabilitation Act of 1973, or the Americans with Disabilities Act of 1990, which prohibits discrimination on the basis of disabilities.
- Utah Executive Order dated December 13, 2006, which prohibits unlawful harassment in the workplace.

The system further agrees to abide by any other laws, regulations, or orders that prohibit discrimination of any kind by the system's officers, employees, or third-party contractors.

**V.2. GRANT-FUNDED POSITIONS:** Prior to posting a grant-funded position, the system or sub-grantee agrees to provide OIDS with a copy of the job description or request for proposal (RFP) for review.

**V.3. ADDITIONAL PAY OR BENEFITS:** The system agrees that its IDC grant-funded indigent defense services providers, whether employees or contractors, will not accept additional payments or other benefits outside of the amounts budgeted in the IDC grant agreement for representing court-appointed clients.

### **VI. GRANT MONITORING AND SYSTEM AUDIT**

**VI.1. MONITORING, INSPECTION, AND AUDIT:** The Indigent Defense Commission, OIDS, or another state entity duly authorized to monitor, inspect, or audit state funds shall have access to the system's and its sub-grantees' programmatic documentation, financial records, written policies and procedures, audit compliance records, and internal controls for the purpose of ensuring grant funds are spent and disbursed efficiently as authorized by the Utah legislature and the Indigent Defense Commission.

**VI.2. AUDIT REPORTS:** Should the system or sub-grantee(s) be a subject of a local, state, or federal audit, the system agrees to provide OIDS with a copy of the audit report.

### **VII. RECORDS RETENTION AND GRAMA**

**VII.1. RECORDS RETENTION:** In accordance with the Commission on Criminal and Juvenile Justice (CCJJ) Records Retention Series 28161, State Grant Program Files, the system shall retain IDC grant award programmatic and financial records seven years after final action. Such records may include but not be limited to grant proposals and applications; contracts and agreements; reports; invoices and receipts; proofs of payment; correspondence and memoranda; and other records relating to receipt, review, award, evaluation, status, and monitoring of grants; and allocation of funds and system indigent defense services budgets and spending.



## ATTACHMENT B: Standard Terms, Assurances, Certifications, and Conditions

VII.2. GRAMA: Records relating to the receipt and disposition of IDC grant awards that are prepared, owned, or retained by the system, Indigent Defense Commission, or OIDS are subject to the state of Utah Government Records Access and Management Act (GRAMA). Such records may include but not be limited to grant proposals and applications; contracts and agreements; reports; invoices and receipts; proofs of payment; correspondence and memoranda; and other records relating to receipt, review, award, evaluation, status, and monitoring of grants; and allocation of funds and system indigent defense services budgets and spending. Therefore, unless restricted access to certain records is allowed by law, the public may request access to them. Neither the system nor state entities are obligated to report GRAMA requests.

### **VIII. THIRD PARTY AGREEMENTS, OTHER DOCUMENTS, AND COPYRIGHT**

VIII.1. THIRD PARTY AND SUB-GRANTEE CONTRACTS AND AGREEMENTS: The system may not enter into a contract or agreement with a third party or sub-grantee for the purpose of executing grant-related activities or providing indigent defense services unless such a contract or agreement is incorporated into the grant agreement or approved in advance by the Commission. Any such arrangement shall ensure that the system will retain ultimate control and responsibility for the IDC grant award, and that the system shall be bound by these grant conditions and any other requirements applicable to the award. Furthermore, the system shall provide OIDS with current copies of its indigent defense related third-party and sub-grantee contracts and agreements.

VIII.2. DESCRIPTION OF STATE FUNDING IN PUBLIC DOCUMENTS: Statements, press releases, requests for proposal, bid solicitations, and other documents describing IDC-grant-funded positions or programs publicized by the system must clearly state (a) the percentage of the total cost of the position or program that will be financed with the IDC grant award, and (b) the dollar amount of the grant funds for the position or program.

VIII.3. COPYRIGHT AND INTELLECTUAL PROPERTY RIGHTS: As permitted by law, the system may copyright original intellectual property created in the course of IDC grant-funded activities, including computer programs (the term "computer programs" includes executable computer programs and supporting data in any form), writings, sound recordings, pictorial reproductions, drawings, or other graphical representations, and other works of similar nature. However, the Commission and OIDS reserve the right to reproduce, publish, and use in whole or in part such intellectual property and materials royalty-free and to authorize others to do so.

### **IX. ADDITIONAL FUNDING POOLS**

Outside of the regular grants, the Utah Indigent Defense Commission has additional funding pools that can be utilized by systems in the 3<sup>rd</sup> – 6<sup>th</sup> class counties for travel and defense resources reimbursements. Reimbursements are contingent upon the availability of funding, and requests are approved on a case-by-case basis at the discretion of the OIDS Executive Director.

*Costs that are reimbursed from these funding pools should NOT be included in the regular quarterly grant financial reports or reimbursement worksheets uploaded to the GMS to avoid duplication of payments.*

IX.1. MILEAGE REIMBURSEMENT: A system in the 3<sup>rd</sup> – 6<sup>th</sup> class counties may request reimbursement from OIDS for an employee's or contractor's round trip(s) of 50 or more miles that are directly related to representing indigent clients when the following conditions are met:

- a. A system must have a current, signed IDC grant agreement, although it is not required that the system is a grant recipient. In addition, based on its fiscal year, the system must deplete its annual mileage budget (if any) before applying for reimbursement by OIDS.
- b. The state of Utah mileage reimbursement rate in effect at the time of travel will be used to calculate the OIDS reimbursement amount. The system is responsible for mileage costs that either exceed the state rate or are ineligible for OIDS reimbursement.



## ATTACHMENT B: Standard Terms, Assurances, Certifications, and Conditions

- c. The traveler must track miles traveled from the traveler's home or regular place of business to the destination. A Google map or a similar document of the route, showing the distance in miles, must be included as supporting documentation. The traveler must submit mileage and supporting documentation to the system with the monthly or quarterly invoice.
- d. System can request mileage reimbursement by submitting a completed Travel Reimbursement Request Form, route map(s), copies of invoices for the mileage, and proofs of payment to OIDS within 20 days of the end of the month or quarter in which the travel occurred.
- e. OIDS mileage reimbursement is contingent upon availability of funds. Reimbursement is not available for travel that takes place before the grant agreement effective date or after the grant agreement expiration date.
- f. Exceptions to these conditions and requirements may be approved on a case-by-case basis by the OIDS Executive Director or the Indigent Defense Commission as deemed appropriate.

IX.2. LODGING REIMBURSEMENT: A system in the 3rd – 6th class counties may request reimbursement from OIDS for its employees' or contractors' lodging expenses (i.e. hotel room and applicable taxes and fees) in destinations that are 50 or more miles from the traveler's home or regular office bases during overnight trips that are related directly to representing indigent clients when the following conditions are met:

- a. A system must have a current, signed IDC grant agreement, although it is not required that the system is a grant recipient.
- b. The traveler must request the system's Managing Defender's approval for lodging in writing prior to travel and provide a brief description of why an overnight hotel stay is in the best interest of the system. For example, if an attorney is required to work at the travel destination after normal working hours or early the next day, or when weather or other safety issues exist, lodging may be appropriate.
- c. The system's Managing Defender may use discretion to authorize reimbursement for lodging if it is determined that lodging is reasonable and in the best interest of the system. The Managing Defender must approve the lodging request in writing prior to travel.
- d. The state of Utah lodging per diem rates in effect at the time of travel will be used to calculate the OIDS reimbursement amount. The system is responsible for lodging costs that either exceed the state per diem rates or are ineligible for OIDS reimbursement.
- e. The traveler must submit itemized invoices for lodging costs to the system with the regular monthly or quarterly invoices.
- f. System can request lodging costs reimbursement by submitting a completed Travel Reimbursement Request Form, along with a copy of the written approval, copy of the itemized hotel invoice, and proof of payment to OIDS within 20 days of the end of the month or quarter in which the travel occurred.
- g. IDC lodging reimbursement is contingent upon the availability of funds. Reimbursement is not available for travel that takes place before the grant agreement's effective date or after the grant agreement's expiration date.
- h. Exceptions to these conditions and requirements may be approved on a case-by-case basis by the OIDS Executive Director or the Indigent Defense Commission as deemed appropriate.

IX.3. DEFENSE RESOURCES REIMBURSEMENT: OIDS may reimburse fully or in part the actual costs paid by a system in a county of the 3rd through 6th class for the following defense resources: investigators, experts, evaluations, translation services, transcripts, and second chair. Other legal expenses may be approved as eligible defense resources at the discretion of the OIDS Executive Director. The following conditions apply:

- a. A system must have a current, signed IDC grant agreement, although it is not required that the system is a grant recipient. In addition, based on its fiscal year, the system must deplete its annual defense resources budget



## ATTACHMENT B: Standard Terms, Assurances, Certifications, and Conditions

before applying for reimbursement from OIDS.

- b. The system can make a request by submitting a completed Defense Resources Reimbursement Request Form, copy of the invoice for the expense and proof of payment to OIDS within 20 days of the end of the month or quarter in which the resource was utilized.
- c. When reimbursement from the IDC is going to be requested for a single defense resource expense of \$500 or more, a pre-authorization from the OIDS Executive Director is required in writing (an email is sufficient). Otherwise, no pre-authorization from the OIDS Executive Director is required.
- d. Reimbursements are contingent upon the availability of funding. Reimbursements are not available for resources utilized or purchased before the grant agreement's start date or after the grant agreement's expiration date.
- e. Exceptions to these conditions and requirements may be approved on a case-by-case basis by the OIDS Executive Director or the Indigent Defense Commission as deemed appropriate.



## ATTACHMENT C: Quarterly Reporting Schedule and Requirements

### QUARTERLY REPORTING SCHEDULE AND REQUIREMENTS

Continuing funding and IDC quarterly grant reimbursements are contingent upon the system submitting complete reporting as outlined below. Instructions and links to the reporting documents will be emailed to project directors and managing defenders about three weeks before the reporting is due each quarter.

#### First Quarter - Due October 20<sup>th</sup>

- System Progress Narrative
- Quarterly Financial Report - Reimbursement Request (GMS)
- System Indigent Defense Service Provider Contracts Update

#### Second Quarter - Due January 20<sup>th</sup>

- System Needs Evaluation (This serves both as required reporting for the current grant and as part of next year's grant application)
- Attorney Caseload Surveys (This serves both as required reporting for the current grant and as part of next year's grant application)
- Quarterly Financial Report - Reimbursement Request (GMS)

#### Third Quarter - Due April 20<sup>th</sup>

- System Progress Narrative
- Quarterly Financial Report - Reimbursement Request (GMS)
- System Indigent Defense Service Provider Contracts Update

#### Fourth Quarter - Due July 15<sup>th</sup> (End of the state government fiscal year)

- System Needs Evaluation
- Attorney Caseload Surveys
- Quarterly Financial Report - Reimbursement Request (GMS)



## ATTACHMENT D: Core System Principles for Indigent Defense Services

### USER STATEMENT

This document, adopted by the Utah Indigent Defense Commission in August 2017, sets forth core principles for the provision of indigent defense representation in the state of Utah.<sup>1</sup> These principles are intended to encompass the provision of indigent defense services in three defined areas of practice: criminal defense, delinquency defense, and parental defense. Utah law delegates the provision of indigent defense services to its local governments.<sup>2</sup>

The purpose of these principles is threefold:

1. Provide guidance to government officials, policymakers, and entities charged with providing, overseeing, assessing, and/or funding indigent defense systems.
2. Provide a yardstick for measuring the extent to which an indigent defense system ensures that individual attorneys within that system have the knowledge, ability, resources, and independence necessary to provide effective representation.
3. Encourage appointed counsel to provide a high standard of representation and promote professionalism in the representation of indigent individuals in Utah.

### THE UTAH INDIGENT DEFENSE COMMISSION

The Utah Indigent Defense Commission was created by legislation in 2016 to help the state ensure its indigent defense services are consistent with the United States and Utah Constitutions, and Utah law. Its membership includes key leaders in state and local government, criminal defense, and indigent defense services. The Commission works with the state, local governments, indigent defense providers, and other stakeholders to provide guidance on standards for constitutional representation, gather data and information about indigent defense service provision, award grants to improve indigent defense services, and support the regionalization of indigent defense services throughout the state.

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<sup>1</sup>The Utah Indigent Defense Commission is mandated to "adopt minimum guidelines for an indigent defense system to ensure the effective representation of indigent individuals consistent with the requirements of the United States Constitution, the Utah Constitution, and the Utah Code." Indigent Defense Act, Utah Code § 78B-22-404(1)(a).

<sup>2</sup>"Indigent Defense System" or "system" refers to the local government entity that is responsible for providing indigent defense services in its respective state, county, or city courts; and the term includes counties, cities, towns, and any "interlocal entity . . . responsible for providing indigent defense services according to the terms of an agreement between a county, city, or town." Indigent Defense Act, § 78B-22-102(7).

WHEN COMPLETED RETURN TO:

Mr. Trevor Nielson  
 Bear River Canal Company  
 275 North 1600 East  
 Tremonton, UT 84337

CANAL CROSSING LICENSE AGREEMENT  
 (General Form)

THIS CANAL CROSSING LICENSE AGREEMENT is made and entered into as of this 13<sup>th</sup> day of August, 20 25, by and between BEAR RIVER CANAL COMPANY, a non-profit mutual water company organized and existing under the laws of the State of Utah ("Bear River"), and Box Elder County of The State of Utah ("licensee"). Bear River and Licensee are sometimes referred to herein individually as a "Party" or collectively as the "Parties".

RECITALS

WHEREAS, Licensee is constructing and installing a pipeline (bore under the canal), bridge (cut into the banks), or an overhead line crossing and related equipment and facilities, to be incorporated into and made a part of the Licensee's system: and

WHEREAS, in the course of constructing and installing the Crossing, Licensee must cross under, through, or over Bear River's irrigation canal (the "Canal"). The legal description of the crossing area and a plan and profile drawing of the crossing are set forth in Exhibit "A" attached hereto and incorporated by reference herein (the "Crossing Area").

WHEREAS, Bear River is willing to grant a license and authorize and give its consent to the construction, installation, ownership, operation, maintenance, repair and replacement of the crossing by Licensee under, over, or through the Canal within the Crossing Area, subject to and in conformance with the terms and conditions of this Agreement.

NOW THEREFORE, in consideration of the terms and conditions contained herein, and for other good and valuable consideration the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

## AGREEMENT

1. **AUTHORIZATION:** Bear River hereby grants to Licensee, and its agents, representative, and contractors, a license to excavate the Canal and construct and install the Crossing, and to thereafter own, operate, maintain, repair and replace the Crossing, under, over or through the Crossing Area, and grants to Licensee and its agents, representatives and contractors a license for access to the Crossing, including without limitation ingress and egress to and from Bear River's land and right-of-way within the Crossing Area, for the purpose of construction, installing, owning, operating, maintaining, repairing, and replacing the Crossing. The license, authorization and consent are given subject to the terms and provisions of this agreement.
2. **CONSTRUCTION AND USE REQUIREMENTS:** The Crossing shall be constructed and used in conformance with the following requirements.
  - a) The construction and installation of the Crossing shall only be authorized within the Crossing Area and according to the plan and profile approved by Bear River as described in Exhibit "A" herein.
  - b) Licensee shall fully repair and rebuild the banks of the Canal and restore the Crossing Area to the same condition that existed prior to any such construction or service activity.
  - c) The Crossing shall be constructed by Licensee, and thereafter be owned, operated, maintained, inspected, protected, repaired, removed and replaced by Licensee, at its sole cost and expense, and without any cost, expense or obligation on the part of Bear River.
  - d) Licensee shall diligently construct the Crossing with due care, and in accordance with sound design, engineering and construction practices customary for such improvements, and shall at all times thereafter own, operate, maintain, inspect, protect, repair, remove and replace the Crossing in such a manner as will not interrupt, interfere with or otherwise impair, in any way, Bear River's constant, continuous and uninterrupted use of the Canal in providing irrigation water to its shareholders and/or its ability to operate, maintain, inspect, protect, repair and replace the Canal.
  - e) Licensee hereby warrants that all work performed or to be performed on the Canal in connection with any construction, service or activity performed by Licensee within the Crossing Area, including, without limitation, restoration of the Canal and Crossing Area, shall be free of any leaks or other damage cause by or otherwise attributable to any such construction, service or other activity by Licensee. All work which does not reasonably conform to these standards may be considered by Bear River to be defective.

- f) If at any time following completion of any construction, service or other activity associated with the Crossing, any of the work performed on the Canal is found by Bear River to be defective, Licensee shall, at its sole cost and expense, correct all such defective work promptly after receipt of written notice from Bear River to do so. If Licensee fails to correct such defective work within the time frame prescribed by Bear River in said notice, Bear River Canal Company may perform the work and Licensee shall reimburse Bear River, as Billed, for all costs and expenses reasonably incurred by Bear River in performing such corrective work on the Canal.
- g) Licensee shall give Bear River not less than fifteen (15) days prior written notice of any initial construction activity and, except in the case of an emergency, Licensee shall give Bear River not less than five (5) business days' prior written notice of any subsequent construction or service activities to be performed by Licensee on the crossing area. In the event of an emergency, Licensee will give Bear River as much prior notice as is reasonably possible under the circumstances.
- h) No trash, waste, or other offensive material, soil or landfill will be placed or left within the Crossing Area by Licensee without Bear River's prior written consent.
- i) Upon completion of the initial construction, Licensee shall set a permanent marker on either side of the Canal, within the Crossing Area, marking the location of the crossing, and provide a complete set of "as built" drawings of the crossing to Bear River Canal Company.
- j) In the course of initial construction of the Crossing or in connection with any subsequent construction or service activity associated with the Crossing, Licensee covenants that it shall not use, employ, deposit, store, dispose of, place or otherwise allow to come in or on the Crossing Area any hazardous waste, pollutant or contaminant, including, but not limited to, those defined in or pursuant to 42 U.S.C. § 9601, *et seq.*
- k) Licensee shall not do any work within the Crossing Area that will result in any changes in the general topography of the land situated within the Crossing Area, including, but not limited to, changes resulting from excavation, dredging, movement or removal of soil, without Bear River's prior written consent.
- l) Except for the Crossing, no other man-made structure shall be authorized to be placed in or on the Crossing Area without Bear River's prior written consent.

- m) Licensee agrees, with respect to the initial construction of the Crossing, and any subsequent construction, service or other activity by Licensee on the Crossing, that if Bear River or any of its shareholders, or any party to whom Bear River is contractually obligated to provide water, suffers financial loss because water is not delivered to them, an such financial loss results from or otherwise arises out of Licensee's ownership, operation, maintenance, inspection, protection, repair, removal or replacement of the crossing, then and in such event, Licensee shall pay all verifiable financial losses actually suffered by any shareholder or party as a result thereof.
- n) No supervision or advisory control, if any, exercised by Bear River on its behalf hereunder, shall relieve Licensee of any duty or responsibility which it has to the general public with regard to the initial construction of the Crossing by Licensee, nor relieve it of any duty or responsibility which it has to the general public with regard to its subsequent ownership, operation, maintenance inspection, protection, repair, removal and replacement of the Crossing.

3. RESERVATION OF RIGHTS Nothing herein shall be constructed to change, qualify, restrict or limit, in any way, Bear River's title to or interest in the Canal or Bear River's right to own, operate, maintain, repair and replace the Canal, or to use the canal, or the fee or easement lands owned by Bear River associated with the Canal, within the Crossing Area, for any and all purposes as Bear River, in its sole discretion, sees fit.

4. CANAL CROSSING FEE As consideration for Bear River's consent and authorization to a pipeline (bore under the canal), bridge (cut into the banks), or an overhead line crossing as set forth herein, Licensee shall pay to Bear River a one-time, canal crossing fee in the amount of \$ See attached. *BmB*

5. REIMBURSEMENT OF COSTS AND EXPENSES In addition to the crossing fee required to be paid pursuant to Paragraph 4 above, Licensee shall promptly reimburse Bear River for any and all expenses reasonably incurred by Bear River in connection with or arising out of its activities associated with canal crossing pursuant to this Agreement, if any, including, without limitation, the preparation, negotiation and execution of this Agreement. Payment shall be due and payable by Licensee to Bear River within (10) days from the date of receipt of any invoice therefore from Bear River.

6. INDEMNIFICATION Licensee shall indemnify, save harmless and defend Bear River, its officers, directors, employees, agents and representatives, from and against any and all losses, expenses, costs, damages and liabilities imposed or claimed to be imposed upon Bear River, its officers, directors, employees, agents, and representatives, for bodily injuries, including death, or for damage to property, real or personal, sustained by any person, including without limitation employees of Licensee, employees of Bear River or third parties, or for environment liabilities (excluding any environmental liability to the extent it was

or is the responsibility of Bear River irrespective of Licensee's action), and whether such bodily injuries, death or damage to property arise or are claimed to arise in whole or in part out of negligence or any other grounds for legal liability (including violation of any duty imposed by statute, ordinance or regulation), which results from, arise out of or are otherwise attributable to Licensee's construction, installation, ownership, operation, maintenance, repair and replacement of the Crossing or the very existence thereof within the Crossing Area, including, without limitation, water leakage from the Canal caused by, occurring as a result of or attributable to such activities, or the use of the land within the Crossing Area for the construction, installation, ownership, operation, maintenance, repair or replacement of the Crossing or the very existence thereof within the Crossing Area, including, without limitation, water leakage from the Canal caused by, occurring as a result of or attributable to such activities, or the use of the land within the Crossing Area for the construction, installation, ownership, operation, maintenance, repair or replacement of the crossing by Licensee, and the use of such adjacent portion of Bear River's property as Licensee may utilize from time to time for said purposes; provided, however, that this indemnification shall not extend to any losses, expenses, costs, claims, actions, demands, damages, and liabilities to the extent that they are caused by, result from or are otherwise attributable to the negligence or willful misconduct of Bear River, its officers, directors, employees, agents and representatives.

7. AMENDMENT. This Agreement cannot be extended, terminated, modified or amended except by written agreement signed by each of the Parties.
8. INTERGRATION. This Agreement constitutes the entire understanding and agreement by and among the Parties hereto, and supersedes all prior agreements, representations or understandings by and among them, whether written or oral, pertaining to the subject matter hereof.
9. SUCCESSORS AND ASSIGNS. The rights, conditions and provisions of this Agreement shall inure to the benefit of and be binding upon the successors and assigns of the respective Parties.
10. SEVERABILITY. If any provision of this Agreement is, to any extent, declared by a court of competent jurisdiction to be invalid or unenforceable, the remainder of this Agreement will not be affected thereby, and each provision of this Agreement will be valid and enforceable to the fullest extent permitted by law.
11. ATTORNEY'S FEES. In the event this Agreement or any provision hereof shall be enforced by an attorney retained by either Party hereto, whether by suit or otherwise, all costs incurred including court costs and reasonable attorneys fees, and costs incurred upon appeal or in bankruptcy court, shall be paid by the Party who breaches or defaults hereunder.

12. WARRANTY OF AUTHORITY. The individuals executing this Agreement on the behalf of the Parties hereby warrant that they have the requisite authority to execute this Agreement on behalf of the respective Parties and that the respective Parties have agreed to be and are bound hereby.

IN WITNESS WHEREOF, the Parties hereto have caused these presents to be executed by their respective officers on the date first above written.

BEAR RIVER CANAL COMPANY

By \_\_\_\_\_

Boyd M. Phil  
Licensee

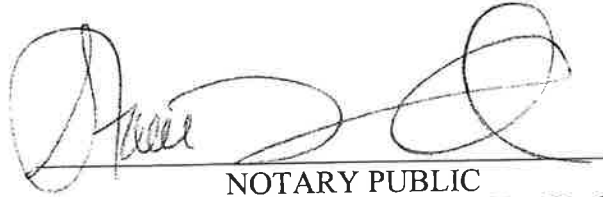
By Box Elder Commission Chairman

## ACKNOWLEDGEMENTS

STATE OF UTAH

County of Box Elder

On the 8<sup>th</sup> day of August, 2025, personally appeared before me STACIE FRASSRAND, known to me, or proved to me on the basis of satisfactory evidence, to be the person who executed within the instrument as chair, on behalf of the Bear River Canal Company, the corporation therein named, who duly acknowledged to me that the corporation executed the same.

  
NOTARY PUBLIC



STATE OF UTAH

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

On the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, appeared before me proved to me on the basis of satisfactory evidence, to be \_\_\_\_\_ of Licensee, who duly acknowledged that the within and forgoing instrument was signed on behalf of the said Licensee by authority of a duly adopted resolution of said Licensee and that said Licensee executed the same.

\_\_\_\_\_  
NOTARY PUBLIC

## Legal Description

## 15600 NORTH STREET – WEST CANAL

Beginning at a point in the southerly right of way line of 15600 North Street, said point being 935.65 feet N.89°24'48"E. along the Quarter Section line and 32.48 feet South from the West Quarter corner of Section 11, Township 12 North, Range 3 West, Salt Lake Base & Meridian; and running thence N.07°19'45"E. 66.11 feet to the intersection of the northerly right of way line of said 15600 North Street and the easterly boundary line of Parcel 06-045-0001, at a point of curvature of a non-tangent curve to the right with a radius of 1,413.00 feet; thence northerly along said curve with an arc length of 20.50 feet, chord bears N.08°58'24"E. 20.50 feet, along said easterly boundary line of Parcel 06-045-0001; thence N.89°18'03"E. 152.64 feet to a point in the westerly boundary line of Parcel 06-045-0004, at a point of curvature of a non-tangent curve to the left with a radius of 1,263.00 feet; thence southerly along said curve and said westerly boundary line of Parcel 06-045-0004 with an arc length of 20.88 feet, chord bears S.10°07'42"W. 20.88 feet to a point in said northerly right of way line; thence S.08°15'45"W. 66.80 feet to the intersection of said southerly right of way line and the westerly boundary line of Parcel 06-045-0045, at a point of curvature of a non-tangent curve to the left with a radius of 1,263.00 feet; thence southerly along the westerly boundary line of Parcel 06-045-0045 and said curve with an arc length of 13.62 feet, chord bears S.06°16'00"W. 13.62 feet; thence S.89°18'03"W. 150.91 feet, more or less, to a point in the easterly boundary line of Parcel 06-045-0032, at a point of curvature of a non-tangent curve to the right with a radius of 1,413.00 feet; thence northerly along said curve with an arc length of 14.42 feet, chord bears N.05°32'27"E. 14.42 feet to the point of beginning.

The above described part of an entire tract contains 15,173 square feet in area or 0.348 acre.

## Plan and Profile (Crossing Area)





## Exhibit B

Board of Directors  
c/o Trevor Nielson, General Manager  
Bear River Canal Company  
275N 1600E  
Tremonton, UT 84337



January 16, 2025

Box Elder County Commission  
1 South Main St  
Brigham City, UT 84302

Dear Commissioners,

Thank you for your time yesterday. The following is to provide in writing a record of the fees for the replacement and expansion of the bridge across the canals operated by Bear River Canal Company. This schedule of fees was approved by the Bear River Canal Company board of directors on 1/15/25. These fees are presented for approval at the upcoming commission meeting.

These fees are provided to the county with the understanding that the county signs a canal crossing agreement provided by the canal company and abides by its terms. An individual crossing agreement will govern each bridge and will be recorded with the county recorder's office for future reference. The canal company as of the date of this letter charges governmental entities the greater of \$4,000 or 10% of the project cost as a fee for crossing the canal. Existing bridges that are being replaced and are the same width or smaller are only required to pay the fee required to record the crossing agreement. Existing bridges that are being expanded as part of their replacement are charged the greater of \$4000 or 10% of the project but are prorated for the feet of existing bridge. (Example: if the old bridge was 90 feet wide and the new bridge 100 feet wide, the applicant would only be charged 10% of the calculated fee.) The fee schedule is shown as "Attachment 1" following this letter.

This fee schedule covers 5 bridges at the following locations and details are provided for each location as follows:

- (1) Camp Fife Road and the West Main Canal: The fee for this location was reduced to the recording fee of \$40 because of the traffic safety measures being installed by the county and the hydrological performance enhancements provided with the design. BRCC is taking these improvements in lieu of the foregone fee.
- (2) 16400N and the East Canal: The fee for this location was reduced to the recording fee of \$40. The current bridge has a large center pillar. This pillar catches debris as it floats down the canal and requires cleaning regularly. The new design does not have a center pillar. BRCC is taking this improvement in lieu of the foregone fee.



- (3) 15600N and the West Canal: This crossing is slightly smaller than the previous bridge. Thus, the fee will be the recording fee of \$40.
- (4) 17600N and the West Canal: This bridge is slightly larger than the previous bridge. The standard fee was charged as shown in the below graphic totaling \$11,562.
- (5) 120000N and the East Canal: This crossing is an expansion of the existing bridge. The standard fee was charged as shown in the below graphic totaling \$17,711. However, the canal company is willing to trade the fee for work in kind. Three small water turnout culverts under 9600N at approximately 5185W 9600N need to be replaced. The canal company is willing to take payment on a dollar-for-dollar basis for county efforts to replace these culverts. Given the canal company and county have conflicting property interests at this location, the county would have to be a joint participant in addressing these collapsing pipes. This allows the county to apply funds they would already have to expend to address this issue to the bridge fee thus saving taxpayers funds. If this option is excised by the county the understanding is as follows:

- a. Canal Company Responsibility:
  - i. The canal company will provide and pay for all pipe.
    - 1. Drain Water Pipe has been agreed upon as being an acceptable pipe material.
  - ii. The canal company will install and pay for all needed cement work on both ends of the culverts.
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  - i. The county will install the pipes across the road applying the associated cost to the 12000N bridge fee.
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  - iii. The county will restore the pavement applying the associated cost to the 12000N bridge fee.
  - iv. If county costs exceed \$17,711, the county may not apply the cost to other fees on this fee table or other billings from the canal company.

Bear River Canal Company wishes to communicate its thanks and gratitude to the county government for their proactive approach to dealing with joint infrastructure concerns. Given the future infrastructure needs of both parties, BRCC look forward to working with the county in a coordination fashion in the future.

Sincerely

Board of Directors  
Bear River Canal Company



Attachment 1:

Bear River Canal Company (BRCC) Canal Crossing Fees									
	UDOT Bridges					County Only			
	Camp Fife	16400 N	15600 N	17600 N	120000N				
Bridge Cost_ Total Construction Cost (\$)	\$ 2,120,110	\$ 1,334,058	\$ 1,296,111	\$ 1,508,140	\$ 776,264				
Existing Bridge/Culvert Width <sup>1</sup>	20.5	14.8	24.8	27.7	154.4				
New Bridge/Culvert Width <sup>1</sup>	22.0	17.0	24.0	30.0	200.0				
Standard Fee_10% (\$)	\$ 212,011	\$ 133,406	\$ 129,611	\$ 150,814	\$ 77,626				
Percentage Prorate Based on Existing Bridge Deck Width (%) <sup>2</sup>	93%	87%	103%	92%	77%				
BRCC Fee	\$ 40	\$ 40	\$ 40	\$ 40	\$ 11,562	\$ 17,711			
BRCC Fee						11,682	\$ 17,711		
Total Fees Before BRCC Adjustment						61,033			
Total Fees After BRCC Adjustment						29,393			

# Exhibit A

WHEN COMPLETED RETURN TO:

Mr. Trevor Nielson  
Bear River Canal Company  
275 North 1600 East  
Tremonton, UT 84337

CANAL CROSSING LICENSE AGREEMENT  
(General Form)

THIS CANAL CROSSING LICENSE AGREEMENT is made and entered into as of this 13<sup>th</sup> day of August, 20 25, by and between BEAR RIVER CANAL COMPANY, a non-profit mutual water company organized and existing under the laws of the State of Utah ("Bear River"), and Box Elder County of The State of Utah ("licensee"). Bear River and Licensee are sometimes referred to herein individually as a "Party" or collectively as the "Parties".

RECITALS

WHEREAS, Licensee is constructing and installing a pipeline (bore under the canal), bridge (cut into the banks), or an overhead line crossing and related equipment and facilities, to be incorporated into and made a part of the Licensee's system: and

WHEREAS, in the course of constructing and installing the Crossing, Licensee must cross under, through, or over Bear River's irrigation canal (the "Canal"). The legal description of the crossing area and a plan and profile drawing of the crossing are set forth in Exhibit "A" attached hereto and incorporated by reference herein (the "Crossing Area").

WHEREAS, Bear River is willing to grant a license and authorize and give its consent to the construction, installation, ownership, operation, maintenance, repair and replacement of the crossing by Licensee under, over, or through the Canal within the Crossing Area, subject to and in conformance with the terms and conditions of this Agreement.

NOW THEREFORE, in consideration of the terms and conditions contained herein, and for other good and valuable consideration the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

## AGREEMENT

1. **AUTHORIZATION:** Bear River hereby grants to Licensee, and it's agents, representative, and contractors, a license to excavate the Canal and construct and install the Crossing, and to thereafter own, operate, maintain, repair and replace the Crossing, under, over or through the Crossing Area, and grants to Licensee and its agents, representatives and contractors a license for access to the Crossing, including without limitation ingress and egress to and from Bear River's land and right-of-way within the Crossing Area, for the purpose of construction, installing, owning, operating, maintaining, repairing, and replacing the Crossing. The license, authorization and consent are given subject to the terms and provisions of this agreement.
2. **CONSTRUCTION AND USE REQUIREMENTS:** The Crossing shall be constructed and used in conformance with the following requirements.
  - a) The construction and installation of the Crossing shall only be authorized within the Crossing Area and according to the plan and profile approved by Bear River as described in Exhibit "A" herein.
  - b) Licensee shall fully repair and rebuild the banks of the Canal and restore the Crossing Area to the same condition that existed prior to any such construction or service activity.
  - c) The Crossing shall be constructed by Licensee, and thereafter be owned, operated, maintained, inspected, protected, repaired, removed and replaced by Licensee, at its sole cost and expense, and without any cost, expense or obligation on the part of Bear River.
  - d) Licensee shall diligently construct the Crossing with due care, and in accordance with sound design, engineering and construction practices customary for such improvements, and shall at all times thereafter own, operate, maintain, inspect, protect, repair, remove and replace the Crossing in such a manner as will not interrupt, interfere with or otherwise impair, in any way, Bear River's constant, continuous and uninterrupted use of the Canal in providing irrigation water to its shareholders and/or its ability to operate, maintain, inspect, protect, repair and replace the Canal.
  - e) Licensee hereby warrants that all work performed or to be performed on the Canal in connection with any construction, service or activity performed by Licensee within the Crossing Area, including, without limitation, restoration of the Canal and Crossing Area, shall be free of any leaks or other damage cause by or otherwise attributable to any such construction, service or other activity by Licensee. All work which does not reasonably conform to these standards may be considered by Bear River to be defective.

- f) If at any time following completion of any construction, service or other activity associated with the Crossing, any of the work performed on the Canal is found by Bear River to be defective, Licensee shall, at its sole cost and expense, correct all such defective work promptly after receipt of written notice from Bear River to do so. If Licensee fails to correct such defective work within the time frame prescribed by Bear River in said notice, Bear River Canal Company may perform the work and Licensee shall reimburse Bear River, as Billed, for all costs and expenses reasonably incurred by Bear River in performing such corrective work on the Canal.
- g) Licensee shall give Bear River not less than fifteen (15) days prior written notice of any initial construction activity and, except in the case of an emergency, Licensee shall give Bear River not less than five (5) business days' prior written notice of any subsequent construction or service activities to be performed by Licensee on the crossing area. In the event of an emergency, Licensee will give Bear River as much prior notice as is reasonably possible under the circumstances.
- h) No trash, waste, or other offensive material, soil or landfill will be placed or left within the Crossing Area by Licensee without Bear River's prior written consent.
- i) Upon completion of the initial construction, Licensee shall set a permanent marker on either side of the Canal, within the Crossing Area, marking the location of the crossing, and provide a complete set of "as built" drawings of the crossing to Bear River Canal Company.
- j) In the course of initial construction of the Crossing or in connection with any subsequent construction or service activity associated with the Crossing, Licensee covenants that it shall not use, employ, deposit, store, dispose of, place or otherwise allow to come in or on the Crossing Area any hazardous waste, pollutant or contaminant, including, but not limited to, those defined in or pursuant to 42 U.S.C. § 9601, *et seq.*
- k) Licensee shall not do any work within the Crossing Area that will result in any changes in the general topography of the land situated within the Crossing Area, including, but not limited to, changes resulting from excavation, dredging, movement or removal of soil, without Bear River's prior written consent.
- l) Except for the Crossing, no other man-made structure shall be authorized to be placed in or on the Crossing Area without Bear River's prior written consent.

- m) Licensee agrees, with respect to the initial construction of the Crossing, and any subsequent construction, service or other activity by Licensee on the Crossing, that if Bear River or any of its shareholders, or any party to whom Bear River is contractually obligated to provide water, suffers financial loss because water is not delivered to them, an such financial loss results from or otherwise arises out of Licensee's ownership, operation, maintenance, inspection, protection, repair, removal or replacement of the crossing, then and in such event, Licensee shall pay all verifiable financial losses actually suffered by any shareholder or party as a result thereof.
- n) No supervision or advisory control, if any, exercised by Bear River on its behalf hereunder, shall relieve Licensee of any duty or responsibility which it has to the general public with regard to the initial construction of the Crossing by Licensee, nor relieve it of any duty or responsibility which it has to the general public with regard to its subsequent ownership, operation, maintenance inspection, protection, repair, removal and replacement of the Crossing.
3. RESERVATION OF RIGHTS Nothing herein shall be constructed to change, qualify, restrict or limit, in any way, Bear River's title to or interest in the Canal or Bear River's right to own, operate, maintain, repair and replace the Canal, or to use the canal, or the fee or easement lands owned by Bear River associated with the Canal, within the Crossing Area, for any and all purposes as Bear River, in its sole discretion, sees fit.
4. CANAL CROSSING FEE As consideration for Bear River's consent and authorization to a pipeline (bore under the canal), bridge (cut into the banks), or an overhead line crossing as set forth herein, Licensee shall pay to Bear River a one-time, canal crossing fee in the amount of \$ See attached. *13mB*
5. REIMBURSEMENT OF COSTS AND EXPENSES In addition to the crossing fee required to be paid pursuant to Paragraph 4 above, Licensee shall promptly reimburse Bear River for any and all expenses reasonably incurred by Bear River in connection with or arising out of its activities associated with canal crossing pursuant to this Agreement, if any, including, without limitation, the preparation, negotiation and execution of this Agreement. Payment shall be due and payable by Licensee to Bear River within (10) days from the date of receipt of any invoice therefore from Bear River.
6. INDEMNIFICATION Licensee shall indemnify, save harmless and defend Bear River, its officers, directors, employees, agents and representatives, from and against any and all losses, expenses, costs, damages and liabilities imposed or claimed to be imposed upon Bear River, its officers, directors, employees, agents, and representatives, for bodily injuries, including death, or for damage to property, real or personal, sustained by any person, including without limitation employees of Licensee, employees of Bear River or third parties, or for environment liabilities (excluding any environmental liability to the extent it was

or is the responsibility of Bear River irrespective of Licensee's action), and whether such bodily injuries, death or damage to property arise or are claimed to arise in whole or in part out of negligence or any other grounds for legal liability (including violation of any duty imposed by statute, ordinance or regulation), which results from, arise out of or are otherwise attributable to Licensee's construction, installation, ownership, operation, maintenance, repair and replacement of the Crossing or the very existence thereof within the Crossing Area, including, without limitation, water leakage from the Canal caused by, occurring as a result of or attributable to such activities, or the use of the land within the Crossing Area for the construction, installation, ownership, operation, maintenance, repair or replacement of the Crossing or the very existence thereof within the Crossing Area, including, without limitation, water leakage from the Canal caused by, occurring as a result of or attributable to such activities, or the use of the land within the Crossing Area for the construction, installation, ownership, operation, maintenance, repair or replacement of the crossing by Licensee, and the use of such adjacent portion of Bear River's property as Licensee may utilize from time to time for said purposes; provided, however, that this indemnification shall not extend to any losses, expenses, costs, claims, actions, demands, damages, and liabilities to the extent that they are caused by, result from or are otherwise attributable to the negligence or willful misconduct of Bear River, it's officers, directors, employees, agents and representatives.

7. AMENDMENT. This Agreement cannot be extended, terminated, modified or amended except by written agreement signed by each of the Parties.
8. INTERGRATION. This Agreement constitutes the entire understanding and agreement by and among the Parties hereto, and supersedes all prior agreements, representations or understandings by and among them, whether written or oral, pertaining to the subject matter hereof.
9. SUCCESSORS AND ASSIGNS. The rights, conditions and provisions of this Agreement shall inure to the benefit of and be binding upon the successors and assigns of the respective Parties.
10. SEVERABILITY. If any provision of this Agreement is, to any extent, declared by a court of competent jurisdiction to be invalid or unenforceable, the remainder of this Agreement will not be affected thereby, and each provision of this Agreement will be valid and enforceable to the fullest extent permitted by law.
11. ATTORNEY'S FEES. In the event this Agreement or any provision hereof shall be enforced by an attorney retained by either Party hereto, whether by suit or otherwise, all costs incurred including court costs and reasonable attorneys fees, and costs incurred upon appeal or in bankruptcy court, shall be paid by the Party who breaches or defaults hereunder.

12. WARRANTY OF AUTHORITY. The individuals executing this Agreement on the behalf of the Parties hereby warrant that they have the requisite authority to execute this Agreement on behalf of the respective Parties and that the respective Parties have agreed to be and are bound hereby.

IN WITNESS WHEREOF, the Parties hereto have caused these presents to be executed by their respective officers on the date first above written.

BEAR RIVER CANAL COMPANY

By \_\_\_\_\_

Boyd M. Phil  
Licensee

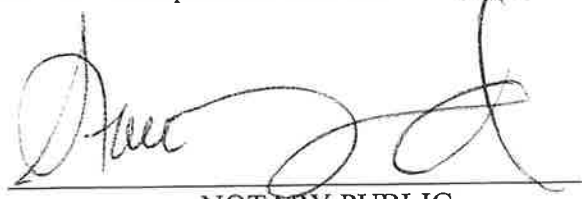
By Boyd Elder Commission Chairman

## ACKNOWLEDGEMENTS

STATE OF UTAH

County of Box Elder

On the 8<sup>th</sup> day of August, 2025, personally appeared before me STACIE FRASSRAND, known to me, or proved to me on the basis of satisfactory evidence, to be the person who executed within the instrument as chair, on behalf of the Bear River Canal Company, the corporation therein named, who duly acknowledged to me that the corporation executed the same.



NOTARY PUBLIC



STATE OF UTAH

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

On the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, appeared before me proved to me on the basis of satisfactory evidence, to be \_\_\_\_\_ of Licensee, who duly acknowledged that the within and forgoing instrument was signed on behalf of the said Licensee by authority of a duly adopted resolution of said Licensee and that said Licensee executed the same.

\_\_\_\_\_  
NOTARY PUBLIC

# Exhibit A

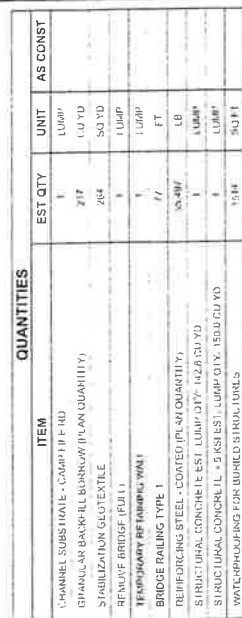
## Legal Description

## CAMP FIFE ROAD – WEST CANAL

Beginning at a point in the southerly boundary line of Parcel 07-033-0012, said point being 2,337.97 feet N.89°49'36"E. along the Section line and 1,681.18 feet South from the Northwest corner of Section 33, Township 13 North, Range 2 West, Salt Lake Base & Meridian; and running thence along said southerly boundary line the following two (2) courses and distances: (1) N.82°30'56"E. 59.87 feet to a point of curvature of a non-tangent curve to the right with a radius of 240.48 feet; (2) thence easterly along said curve with an arc length of 88.49 feet, chord bears N.88°31'01"E. 87.99 feet; thence S.07°57'54"E. 171.88 feet to a point of curvature of a non-tangent curve to the right with a radius of 196.98 feet in the northerly boundary line of Parcel 07-033-0011; thence along said northerly boundary line the following three (3) courses and distances: (1) northwesterly along said curve with an arc length of 17.53 feet, chord bears N.55°32'13"W. 17.53 feet to a point of curvature of a non-tangent curve to the left with a radius of 90.48 feet; (2) thence westerly along said curve with an arc length of 73.20 feet, chord bears N.81°42'44"W. 71.22 feet; (3) thence S.82°30'56"W. 73.69 feet; thence N.07°57'54"W. 150.56 feet to a point of curvature of a non-tangent curve to the right with a radius of 188.15 feet in said southerly boundary line; thence easterly along said southerly boundary line and said curve with an arc length of 7.73 feet, chord bears N.86°36'37"E. 7.73 feet to the point of beginning.

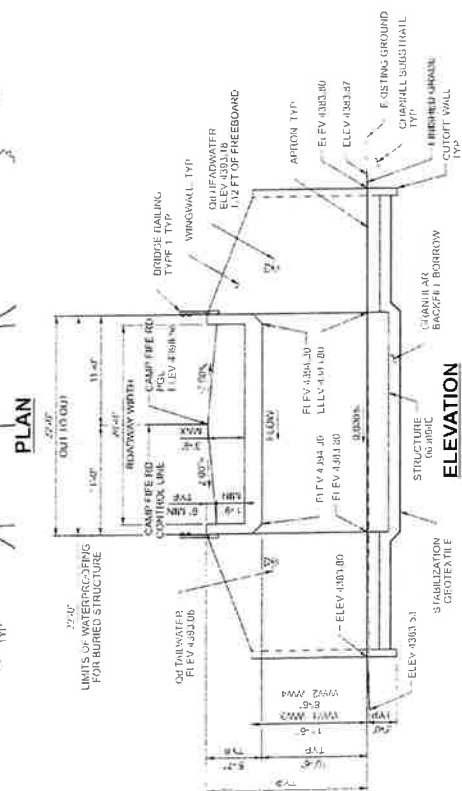
The above described part of an entire tract contains 23,730 square feet in area or 0.545 acre.

## Plan and Profile (Crossing Area)



CULVERT LOAD RATING	
HL-93	
RATING	LOCATION
1.79	17.5 <sup>TH</sup> STAGE
2.58	17.5 <sup>TH</sup> STAGE

IF DETAIL RATING CONTROLLED BY FLEXURE  
 IS DETAIL RATING CONTROLLED BY SHEAR  
 OK AT 17.5 = 1.2E 15 K-FT  
 OK AT 17.5 = 330K-R





SEISMIC: NO SEISMIC ANALYSIS REQUIRED

# Exhibit B

Board of Directors  
c/o Trevor Nielson, General Manager  
Bear River Canal Company  
275N 1600E  
Tremonton, UT 84337



January 16, 2025

Box Elder County Commission  
1 South Main St  
Brigham City, UT 84302

Dear Commissioners,

Thank you for your time yesterday. The following is to provide in writing a record of the fees for the replacement and expansion of the bridge across the canals operated by Bear River Canal Company. This schedule of fees was approved by the Bear River Canal Company board of directors on 1/15/25. These fees are presented for approval at the upcoming commission meeting.

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Board of Directors  
Bear River Canal Company



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BRCC Fee					11,682	
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Bear River Canal Company  
275 North 1600 East  
Tremonton, UT 84337

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- i) Upon completion of the initial construction, Licensee shall set a permanent marker on either side of the Canal, within the Crossing Area, marking the location of the crossing, and provide a complete set of "as built" drawings of the crossing to Bear River Canal Company.
- j) In the course of initial construction of the Crossing or in connection with any subsequent construction or service activity associated with the Crossing, Licensee covenants that it shall not use, employ, deposit, store, dispose of, place or otherwise allow to come in or on the Crossing Area any hazardous waste, pollutant or contaminant, including, but not limited to, those defined in or pursuant to 42 U.S.C. § 9601, *et seq.*
- k) Licensee shall not do any work within the Crossing Area that will result in any changes in the general topography of the land situated within the Crossing Area, including, but not limited to, changes resulting from excavation, dredging, movement or removal of soil, without Bear River's prior written consent.
- l) Except for the Crossing, no other man-made structure shall be authorized to be placed in or on the Crossing Area without Bear River's prior written consent.

- m) Licensee agrees, with respect to the initial construction of the Crossing, and any subsequent construction, service or other activity by Licensee on the Crossing, that if Bear River or any of its shareholders, or any party to whom Bear River is contractually obligated to provide water, suffers financial loss because water is not delivered to them, an such financial loss results from or otherwise arises out of Licensee's ownership, operation, maintenance, inspection, protection, repair, removal or replacement of the crossing, then and in such event, Licensee shall pay all verifiable financial losses actually suffered by any shareholder or party as a result thereof.
- n) No supervision or advisory control, if any, exercised by Bear River on its behalf hereunder, shall relieve Licensee of any duty or responsibility which it has to the general public with regard to the initial construction of the Crossing by Licensee, nor relieve it of any duty or responsibility which it has to the general public with regard to its subsequent ownership, operation, maintenance inspection, protection, repair, removal and replacement of the Crossing.
3. RESERVATION OF RIGHTS Nothing herein shall be constructed to change, qualify, restrict or limit, in any way, Bear River's title to or interest in the Canal or Bear River's right to own, operate, maintain, repair and replace the Canal, or to use the canal, or the fee or easement lands owned by Bear River associated with the Canal, within the Crossing Area, for any and all purposes as Bear River, in its sole discretion, sees fit.
4. CANAL CROSSING FEE As consideration for Bear River's consent and authorization to a pipeline (bore under the canal), bridge (cut into the banks), or an overhead line crossing as set forth herein, Licensee shall pay to Bear River a one-time, canal crossing fee in the amount of \$ 4000 See attached *BMB*
5. REIMBURSEMENT OF COSTS AND EXPENSES In addition to the crossing fee required to be paid pursuant to Paragraph 4 above, Licensee shall promptly reimburse Bear River for any and all expenses reasonably incurred by Bear River in connection with or arising out of its activities associated with canal crossing pursuant to this Agreement, if any, including, without limitation, the preparation, negotiation and execution of this Agreement. Payment shall be due and payable by Licensee to Bear River within (10) days from the date of receipt of any invoice therefore from Bear River.
6. INDEMNIFICATION Licensee shall indemnify, save harmless and defend Bear River, its officers, directors, employees, agents and representatives, from and against any and all losses, expenses, costs, damages and liabilities imposed or claimed to be imposed upon Bear River, its officers, directors, employees, agents, and representatives, for bodily injuries, including death, or for damage to property, real or personal, sustained by any person, including without limitation employees of Licensee, employees of Bear River or third parties, or for environment liabilities (excluding any environmental liability to the extent it was

or is the responsibility of Bear River irrespective of Licensee's action), and whether such bodily injuries, death or damage to property arise or are claimed to arise in whole or in part out of negligence or any other grounds for legal liability (including violation of any duty imposed by statute, ordinance or regulation), which results from, arise out of or are otherwise attributable to Licensee's construction, installation, ownership, operation, maintenance, repair and replacement of the Crossing or the very existence thereof within the Crossing Area, including, without limitation, water leakage from the Canal caused by, occurring as a result of or attributable to such activities, or the use of the land within the Crossing Area for the construction, installation, ownership, operation, maintenance, repair or replacement of the Crossing or the very existence thereof within the Crossing Area, including, without limitation, water leakage from the Canal caused by, occurring as a result of or attributable to such activities, or the use of the land within the Crossing Area for the construction, installation, ownership, operation, maintenance, repair or replacement of the crossing by Licensee, and the use of such adjacent portion of Bear River's property as Licensee may utilize from time to time for said purposes; provided, however, that this indemnification shall not extend to any losses, expenses, costs, claims, actions, demands, damages, and liabilities to the extent that they are caused by, result from or are otherwise attributable to the negligence or willful misconduct of Bear River, its officers, directors, employees, agents and representatives.

7. AMENDMENT. This Agreement cannot be extended, terminated, modified or amended except by written agreement signed by each of the Parties.
8. INTERGRATION. This Agreement constitutes the entire understanding and agreement by and among the Parties hereto, and supersedes all prior agreements, representations or understandings by and among them, whether written or oral, pertaining to the subject matter hereof.
9. SUCCESSORS AND ASSIGNS. The rights, conditions and provisions of this Agreement shall inure to the benefit of and be binding upon the successors and assigns of the respective Parties.
10. SEVERABILITY. If any provision of this Agreement is, to any extent, declared by a court of competent jurisdiction to be invalid or unenforceable, the remainder of this Agreement will not be affected thereby, and each provision of this Agreement will be valid and enforceable to the fullest extent permitted by law.
11. ATTORNEY'S FEES. In the event this Agreement or any provision hereof shall be enforced by an attorney retained by either Party hereto, whether by suit or otherwise, all costs incurred including court costs and reasonable attorneys fees, and costs incurred upon appeal or in bankruptcy court, shall be paid by the Party who breaches or defaults hereunder.

12. WARRANTY OF AUTHORITY. The individuals executing this Agreement on the behalf of the Parties hereby warrant that they have the requisite authority to execute this Agreement on behalf of the respective Parties and that the respective Parties have agreed to be and are bound hereby.

IN WITNESS WHEREOF, the Parties hereto have caused these presents to be executed by their respective officers on the date first above written.

BEAR RIVER CANAL COMPANY

By \_\_\_\_\_

Boyd M. Birk  
Licensee

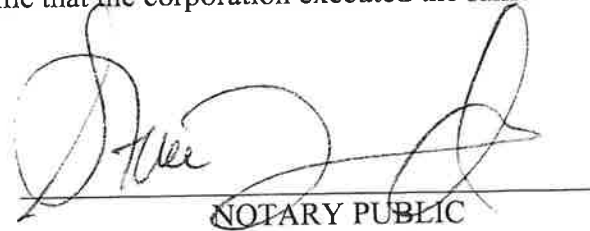
By Box Elder Commission Chairman

## ACKNOWLEDGEMENTS

STATE OF UTAH

County of Box Elder

On the 8th day of August, 2025, personally appeared before me STACIE FRASSRAND, known to me, or proved to me on the basis of satisfactory evidence, to be the person who executed within the instrument as Chair, on behalf of the Bear River Canal Company, the corporation therein named, who duly acknowledged to me that the corporation executed the same.

  
NOTARY PUBLIC



STATE OF UTAH

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

On the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, appeared before me proved to me on the basis of satisfactory evidence, to be \_\_\_\_\_ of Licensee, who duly acknowledged that the within and forgoing instrument was signed on behalf of the said Licensee by authority of a duly adopted resolution of said Licensee and that said Licensee executed the same.

\_\_\_\_\_  
NOTARY PUBLIC

# Exhibit A

## Legal Description

## 16400 NORTH STREET – EAST CANAL

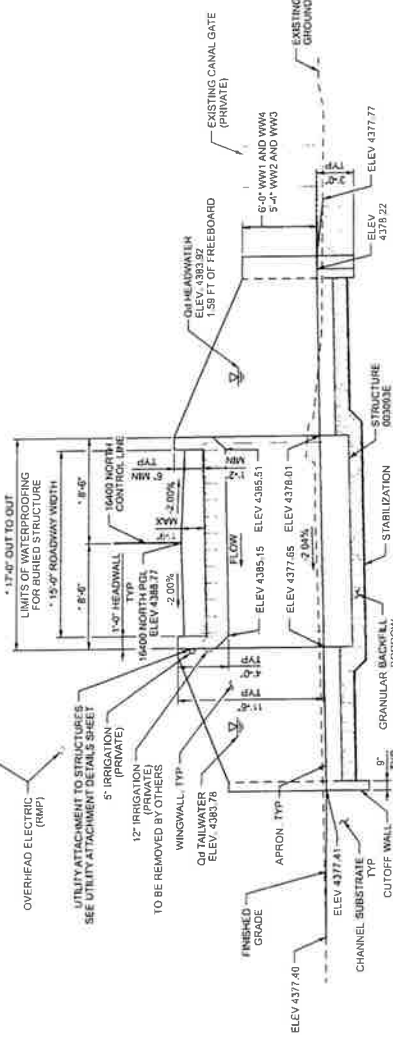
Beginning at the intersection of the northerly right of way line of 16400 North Street and the westerly boundary line of Parcel 06-023-0048, said point being 2,635.52 feet S.00°39'20"E. along the Section line and 426.59 feet West from the Northeast corner of Section 6, Township 12 North, Range 2 West, Salt Lake Base & Meridian; and running thence S.16°33'14"W. 30.42 feet, more or less, to the intersection of the southerly right of way line of said 16400 North Street and the westerly boundary line of Parcel 06-021-0014; thence S.16°33'14"W. 40.94 feet along said westerly boundary line of Parcel 06-021-0014; thence S.89°58'24"W. 162.75 feet, more or less, to a point in the easterly boundary line of Parcel 06-024-0015; thence N.17°09'00"E. 35.51 feet along the easterly boundary line of said Parcel 06-024-0015 to a point said southerly right of way line; thence N.22°31'58"E. 53.86 feet to the intersection of said northerly right of way line and the easterly boundary line of Parcel 06-023-0113; thence N.16°33'14"E. 43.13 feet along the easterly boundary line of Parcel 06-023-0113; thence N.89°58'24"E. 156.51 feet to a point in the westerly boundary line of Parcel 06-023-0048; thence S.16°33'14"W. 59.06 feet along said westerly boundary line to the point of beginning.

The above described part of an entire tract contains 19,914 square feet in area or 0.457 acre.

## Plan and Profile (Crossing Area)



### ELEVATION



\* MEASURED PERPENDICULAR TO 15400 NORTH CONTROL LINE

HYDRAULIC DATA			CONVEYANCE DESIGN
ATTRIBUTE	UNIT		
DRAINAGE AREA	MP		N/A
FREQUENCY	YR		N/A
DISCHARGE	CFS		550
UPSTREAM INVERT ELEVATION	FT		4370.01
DOWNSTREAM INVERT ELEVATION	FT		4372.66
HEADWATER ELEVATION	FT		4383.92
TAILWATER ELEVATION	FT		4382.70
BUCKET VELOCITY	FT/S		3.41

# Exhibit B

Board of Directors  
c/o Trevor Nielson, General Manager  
Bear River Canal Company  
275N 1600E  
Tremonton, UT 84337



January 16, 2025

Box Elder County Commission  
1 South Main St  
Brigham City, UT 84302

Dear Commissioners,

Thank you for your time yesterday. The following is to provide in writing a record of the fees for the replacement and expansion of the bridge across the canals operated by Bear River Canal Company. This schedule of fees was approved by the Bear River Canal Company board of directors on 1/15/25. These fees are presented for approval at the upcoming commission meeting.

These fees are provided to the county with the understanding that the county signs a canal crossing agreement provided by the canal company and abides by its terms. An individual crossing agreement will govern each bridge and will be recorded with the county recorder's office for future reference. The canal company as of the date of this letter charges governmental entities the greater of \$4,000 or 10% of the project cost as a fee for crossing the canal. Existing bridges that are being replaced and are the same width or smaller are only required to pay the fee required to record the crossing agreement. Existing bridges that are being expanded as part of their replacement are charged the greater of \$4000 or 10% of the project but are prorated for the feet of existing bridge. (Example: if the old bridge was 90 feet wide and the new bridge 100 feet wide, the applicant would only be charged 10% of the calculated fee.) The fee schedule is shown as "Attachment 1" following this letter.

This fee schedule covers 5 bridges at the following locations and details are provided for each location as follows:

- (1) Camp Fife Road and the West Main Canal: The fee for this location was reduced to the recording fee of \$40 because of the traffic safety measures being installed by the county and the hydrological performance enhancements provided with the design. BRCC is taking these improvements in lieu of the foregone fee.
- (2) 16400N and the East Canal: The fee for this location was reduced to the recording fee of \$40. The current bridge has a large center pillar. This pillar catches debris as it floats down the canal and requires cleaning regularly. The new design does not have a center pillar. BRCC is taking this improvement in lieu of the foregone fee.

- (3) 15600N and the West Canal: This crossing is slightly smaller than the previous bridge. Thus, the fee will be the recording fee of \$40.
- (4) 17600N and the West Canal: This bridge is slightly larger than the previous bridge. The standard fee was charged as shown in the below graphic totaling \$11,562.
- (5) 12000N and the East Canal: This crossing is an expansion of the existing bridge. The standard fee was charged as shown in the below graphic totaling \$17,711. However, the canal company is willing to trade the fee for work in kind. Three small water turnout culverts under 9600N at approximately 5185W 9600N need to be replaced. The canal company is willing to take payment on a dollar-for-dollar basis for county efforts to replace these culverts. Given the canal company and county have conflicting property interests at this location, the county would have to be a joint participant in addressing these collapsing pipes. This allows the county to apply funds they would already have to expend to address this issue to the bridge fee thus saving taxpayers funds. If this option is excised by the county the understanding is as follows:



- a. Canal Company Responsibility:
  - i. The canal company will provide and pay for all pipe.
    - 1. Drain Water Pipe has been agreed upon as being an acceptable pipe material.
  - ii. The canal company will install and pay for all needed cement work on both ends of the culverts.
- b. Box Elder County Responsibility:
  - i. The county will install the pipes across the road applying the associated cost to the 12000N bridge fee.
  - ii. The county will backfill, properly compact the pipes, and restore roadway bedding applying the associated cost to the 12000N bridge fee.
  - iii. The county will restore the pavement applying the associated cost to the 12000N bridge fee.
  - iv. If county costs exceed \$17,711, the county may not apply the cost to other fees on this fee table or other billings from the canal company.

Bear River Canal Company wishes to communicate its thanks and gratitude to the county government for their proactive approach to dealing with joint infrastructure concerns. Given the future infrastructure needs of both parties, BRCC look forward to working with the county in a coordination fashion in the future.

Sincerely

Board of Directors  
Bear River Canal Company



Attachment 1:

Bear River Canal Company (BRCC) Canal Crossing Fees						
	UDOT Bridges				County Only	
	Camp File	16400 N	15600 N	17600 N	120000N	
Bridge Cost_ Total Construction Cost (\$)	\$ 2,120,110	\$ 1,334,058	\$ 1,296,111	\$ 1,508,140	\$ 776,264	
Existing Bridge/Culvert Width <sup>1</sup>	20.5	14.8	24.8	27.7	154.4	
New Bridge/Culvert Width <sup>1</sup>	22.0	17.0	24.0	30.0	200.0	
Standard Fee_10% (\$)	\$ 212,011	\$ 133,406	\$ 129,611	\$ 150,814	\$ 77,626	
Percentage Prorate Based on Existing Bridge Deck Width (%) <sup>2</sup>	93%	87%	103%	92%	77%	
BRCC Fee	\$ 40	\$ 40	\$ 40	\$ 11,562	\$ 17,711	
				11,682	\$ 17,711	
Total Fees Before BRCC Adjustment						61,033
Total Fees After BRCC Adjustment						29,393

WHEN COMPLETED RETURN TO:

Mr. Trevor Nielson  
 Bear River Canal Company  
 275 North 1600 East  
 Tremonton, UT 84337

CANAL CROSSING LICENSE AGREEMENT  
 (General Form)

THIS CANAL CROSSING LICENSE AGREEMENT is made and entered into as of this 13<sup>th</sup> day of August, 20 25, by and between BEAR RIVER CANAL COMPANY, a non-profit mutual water company organized and existing under the laws of the State of Utah ("Bear River"), and Box Elder County of The State of Utah ("licensee"). Bear River and Licensee are sometimes referred to herein individually as a "Party" or collectively as the "Parties".

RECITALS

WHEREAS, Licensee is constructing and installing a pipeline (bore under the canal), bridge (cut into the banks), or an overhead line crossing and related equipment and facilities, to be incorporated into and made a part of the Licensee's system: and

WHEREAS, in the course of constructing and installing the Crossing, Licensee must cross under, through, or over Bear River's irrigation canal (the "Canal"). The legal description of the crossing area and a plan and profile drawing of the crossing are set forth in Exhibit "A" attached hereto and incorporated by reference herein (the "Crossing Area").

WHEREAS, Bear River is willing to grant a license and authorize and give its consent to the construction, installation, ownership, operation, maintenance, repair and replacement of the crossing by Licensee under, over, or through the Canal within the Crossing Area, subject to and in conformance with the terms and conditions of this Agreement.

NOW THEREFORE, in consideration of the terms and conditions contained herein, and for other good and valuable consideration the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

## AGREEMENT

1. **AUTHORIZATION:** Bear River hereby grants to Licensee, and it's agents, representative, and contractors, a license to excavate the Canal and construct and install the Crossing, and to thereafter own, operate, maintain, repair and replace the Crossing, under, over or through the Crossing Area, and grants to Licensee and its agents, representatives and contractors a license for access to the Crossing, including without limitation ingress and egress to and from Bear River's land and right-of-way within the Crossing Area, for the purpose of construction, installing, owning, operating, maintaining, repairing, and replacing the Crossing. The license, authorization and consent are given subject to the terms and provisions of this agreement.
2. **CONSTRUCTION AND USE REQUIREMENTS:** The Crossing shall be constructed and used in conformance with the following requirements.
  - a) The construction and installation of the Crossing shall only be authorized within the Crossing Area and according to the plan and profile approved by Bear River as described in Exhibit "A" herein.
  - b) Licensee shall fully repair and rebuild the banks of the Canal and restore the Crossing Area to the same condition that existed prior to any such construction or service activity.
  - c) The Crossing shall be constructed by Licensee, and thereafter be owned, operated, maintained, inspected, protected, repaired, removed and replaced by Licensee, at its sole cost and expense, and without any cost, expense or obligation on the part of Bear River.
  - d) Licensee shall diligently construct the Crossing with due care, and in accordance with sound design, engineering and construction practices customary for such improvements, and shall at all times thereafter own, operate, maintain, inspect, protect, repair, remove and replace the Crossing in such a manner as will not interrupt, interfere with or otherwise impair, in any way, Bear River's constant, continuous and uninterrupted use of the Canal in providing irrigation water to its shareholders and/or its ability to operate, maintain, inspect, protect, repair and replace the Canal.
  - e) Licensee hereby warrants that all work performed or to be performed on the Canal in connection with any construction, service or activity performed by Licensee within the Crossing Area, including, without limitation, restoration of the Canal and Crossing Area, shall be free of any leaks or other damage cause by or otherwise attributable to any such construction, service or other activity by Licensee. All work which does not reasonably conform to these standards may be considered by Bear River to be defective.

- f) If at any time following completion of any construction, service or other activity associated with the Crossing, any of the work performed on the Canal is found by Bear River to be defective, Licensee shall, at its sole cost and expense, correct all such defective work promptly after receipt of written notice from Bear River to do so. If Licensee fails to correct such defective work within the time frame prescribed by Bear River in said notice, Bear River Canal Company may perform the work and Licensee shall reimburse Bear River, as Billed, for all costs and expenses reasonably incurred by Bear River in performing such corrective work on the Canal.
- g) Licensee shall give Bear River not less than fifteen (15) days prior written notice of any initial construction activity and, except in the case of an emergency, Licensee shall give Bear River not less than five (5) business days' prior written notice of any subsequent construction or service activities to be performed by Licensee on the crossing area. In the event of an emergency, Licensee will give Bear River as much prior notice as is reasonably possible under the circumstances.
- h) No trash, waste, or other offensive material, soil or landfill will be placed or left within the Crossing Area by Licensee without Bear River's prior written consent.
- i) Upon completion of the initial construction, Licensee shall set a permanent marker on either side of the Canal, within the Crossing Area, marking the location of the crossing, and provide a complete set of "as built" drawings of the crossing to Bear River Canal Company.
- j) In the course of initial construction of the Crossing or in connection with any subsequent construction or service activity associated with the Crossing, Licensee covenants that it shall not use, employ, deposit, store, dispose of, place or otherwise allow to come in or on the Crossing Area any hazardous waste, pollutant or contaminant, including, but not limited to, those defined in or pursuant to 42 U.S.C. § 9601, *et seq.*
- k) Licensee shall not do any work within the Crossing Area that will result in any changes in the general topography of the land situated within the Crossing Area, including, but not limited to, changes resulting from excavation, dredging, movement or removal of soil, without Bear River's prior written consent.
- l) Except for the Crossing, no other man-made structure shall be authorized to be placed in or on the Crossing Area without Bear River's prior written consent.

- m) Licensee agrees, with respect to the initial construction of the Crossing, and any subsequent construction, service or other activity by Licensee on the Crossing, that if Bear River or any of its shareholders, or any party to whom Bear River is contractually obligated to provide water, suffers financial loss because water is not delivered to them, an such financial loss results from or otherwise arises out of Licensee's ownership, operation, maintenance, inspection, protection, repair, removal or replacement of the crossing, then and in such event, Licensee shall pay all verifiable financial losses actually suffered by any shareholder or party as a result thereof.
- n) No supervision or advisory control, if any, exercised by Bear River on its behalf hereunder, shall relieve Licensee of any duty or responsibility which it has to the general public with regard to the initial construction of the Crossing by Licensee, nor relieve it of any duty or responsibility which it has to the general public with regard to its subsequent ownership, operation, maintenance inspection, protection, repair, removal and replacement of the Crossing.
3. RESERVATION OF RIGHTS Nothing herein shall be constructed to change, qualify, restrict or limit, in any way, Bear River's title to or interest in the Canal or Bear River's right to own, operate, maintain, repair and replace the Canal, or to use the canal, or the fee or easement lands owned by Bear River associated with the Canal, within the Crossing Area, for any and all purposes as Bear River, in its sole discretion, sees fit.
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5. REIMBURSEMENT OF COSTS AND EXPENSES In addition to the crossing fee required to be paid pursuant to Paragraph 4 above, Licensee shall promptly reimburse Bear River for any and all expenses reasonably incurred by Bear River in connection with or arising out of its activities associated with canal crossing pursuant to this Agreement, if any, including, without limitation, the preparation, negotiation and execution of this Agreement. Payment shall be due and payable by Licensee to Bear River within (10) days from the date of receipt of any invoice therefore from Bear River.
6. INDEMNIFICATION Licensee shall indemnify, save harmless and defend Bear River, its officers, directors, employees, agents and representatives, from and against any and all losses, expenses, costs, damages and liabilities imposed or claimed to be imposed upon Bear River, its officers, directors, employees, agents, and representatives, for bodily injuries, including death, or for damage to property, real or personal, sustained by any person, including without limitation employees of Licensee, employees of Bear River or third parties, or for environment liabilities (excluding any environmental liability to the extent it was

or is the responsibility of Bear River irrespective of Licensee's action), and whether such bodily injuries, death or damage to property arise or are claimed to arise in whole or in part out of negligence or any other grounds for legal liability (including violation of any duty imposed by statute, ordinance or regulation), which results from, arise out of or are otherwise attributable to Licensee's construction, installation, ownership, operation, maintenance, repair and replacement of the Crossing or the very existence thereof within the Crossing Area, including, without limitation, water leakage from the Canal caused by, occurring as a result of or attributable to such activities, or the use of the land within the Crossing Area for the construction, installation, ownership, operation, maintenance, repair or replacement of the Crossing or the very existence thereof within the Crossing Area, including, without limitation, water leakage from the Canal caused by, occurring as a result of or attributable to such activities, or the use of the land within the Crossing Area for the construction, installation, ownership, operation, maintenance, repair or replacement of the crossing by Licensee, and the use of such adjacent portion of Bear River's property as Licensee may utilize from time to time for said purposes; provided, however, that this indemnification shall not extend to any losses, expenses, costs, claims, actions, demands, damages, and liabilities to the extent that they are caused by, result from or are otherwise attributable to the negligence or willful misconduct of Bear River, its officers, directors, employees, agents and representatives.

7. AMENDMENT. This Agreement cannot be extended, terminated, modified or amended except by written agreement signed by each of the Parties.
8. INTERGRATION. This Agreement constitutes the entire understanding and agreement by and among the Parties hereto, and supersedes all prior agreements, representations or understandings by and among them, whether written or oral, pertaining to the subject matter hereof.
9. SUCCESSORS AND ASSIGNS. The rights, conditions and provisions of this Agreement shall inure to the benefit of and be binding upon the successors and assigns of the respective Parties.
10. SEVERABILITY. If any provision of this Agreement is, to any extent, declared by a court of competent jurisdiction to be invalid or unenforceable, the remainder of this Agreement will not be affected thereby, and each provision of this Agreement will be valid and enforceable to the fullest extent permitted by law.
11. ATTORNEY'S FEES. In the event this Agreement or any provision hereof shall be enforced by an attorney retained by either Party hereto, whether by suit or otherwise, all costs incurred including court costs and reasonable attorneys fees, and costs incurred upon appeal or in bankruptcy court, shall be paid by the Party who breaches or defaults hereunder.

12. WARRANTY OF AUTHORITY. The individuals executing this Agreement on the behalf of the Parties hereby warrant that they have the requisite authority to execute this Agreement on behalf of the respective Parties and that the respective Parties have agreed to be and are bound hereby.

IN WITNESS WHEREOF, the Parties hereto have caused these presents to be executed by their respective officers on the date first above written.

BEAR RIVER CANAL COMPANY

By \_\_\_\_\_

Boyd M. Dill  
Licensee

By Box Elder Commission Chairman

## ACKNOWLEDGEMENTS

STATE OF UTAH

County of Box Elder

On the 8th day of August, 2025, personally appeared before me STACIE FRASSRAND, known to me, or proved to me on the basis of satisfactory evidence, to be the person who executed within the instrument as Chair, on behalf of the Bear River Canal Company, the corporation therein named, who duly acknowledged to me that the corporation executed the same.

  
NOTARY PUBLIC



STATE OF UTAH

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

On the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, appeared before me proved to me on the basis of satisfactory evidence, to be \_\_\_\_\_ of Licensee, who duly acknowledged that the within and forgoing instrument was signed on behalf of the said Licensee by authority of a duly adopted resolution of said Licensee and that said Licensee executed the same.

\_\_\_\_\_  
NOTARY PUBLIC

# Exhibit A

## Legal Description

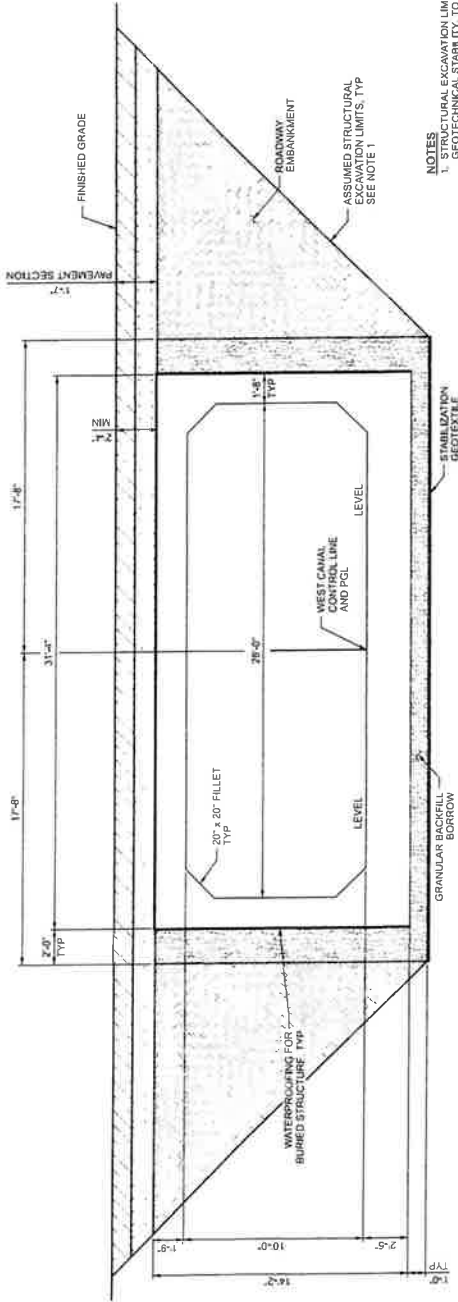
## 17600 NORTH STREET – WEST CANAL

Beginning at the intersection of the existing northerly right of way line of 17600 North Street and the easterly boundary line of Parcel 07-045-0027, said point being 2,586.81 feet N.89°19'45"E. along the Section line and 33.00 feet North from the Southwest corner of Section 26, Township 13 North, Range 3 West, Salt Lake Base & Meridian; and running thence N.00°40'15"W. 32.37 feet along said easterly boundary line of Parcel 07-045-0027; thence N.88°55'23"E. 138.92 feet, more or less, to the westerly boundary line of Parcel 07-045-0007; thence S.00°43'57"E. 33.26 feet along said westerly boundary line to a point in said existing northerly right of way line; thence S.01°54'15"E. 74.59 feet, more or less, to the intersection of the southerly right of way line of said 17600 North Street and the easterly boundary line of Parcel 07-049-0078; thence S.01°06'04"E. 22.16 feet along the westerly boundary line of Parcel 07-049-0078; thence S.88°55'23"W. 138.08 feet, more or less, to the easterly boundary line of Parcel 07-049-0101; thence N.00°40'15"W. 31.75 feet along said easterly boundary line of Parcel 07-049-0101 to a point in said southerly right of way line; thence N.02°58'29"W. 65.92 feet to the point of beginning.

The above described part of an entire tract contains 17,990 square feet in area or 0.413 acre.

## Plan and Profile (Crossing Area)





NOTES

1. STRUCTURAL EXCAVATION LIMITS AS REQUIRED FOR GEOTECHNICAL STABILITY TO MEET STATE AND FEDERAL LAWS AND REGULATIONS. THE EXCAVATION LIMITS SHALL BE TO CONSTRUCT THE BOX CULVERT, APRON AND WINGWALLS.

2. ASSUMED STRUCTURAL EXCAVATION LIMITS, TYP SEE NOTE 1.

### SECTION THROUGH STRUCTURE



### 17600 NORTH PROFILE

### WEST CANAL PROFILE

#### GENERAL NOTES

- USE COATED DEFORMED CARBON STEEL BARS CONFORMING TO ASTM A767 OR ASTM A775, AND AASHTO M31 GRADE 60, UNLESS SHOWN OTHERWISE.
- CHAMFER EXPOSED CONCRETE CORNERS 3/4" INCH UNLESS SHOWN OTHERWISE.
- PROVIDE 2" MINIMUM CONCRETE COVER TO REINFORCING STEEL UNLESS SHOWN OTHERWISE.
- VERIFY UTILITY LOCATIONS BEFORE CONSTRUCTION. PROTECT EXISTING UTILITIES IN PLACE UNLESS SHOWN OTHERWISE.
- COAT OR GALVANIZE MISCELLANEOUS STEEL PLACED IN STRUCTURAL CONCRETE, UNLESS SHOWN OTHERWISE.
- DO NOT SCALE DRAWINGS. HORIZONTAL DIMENSIONS ARE PLAN. VERTICAL DIMENSIONS ARE PLUMB.
- NO AS-BUILTS FOR EXISTING STRUCTURE 003092C ARE AVAILABLE.

#### DESIGN DATA

HL-93 LOADING IN ACCORDANCE WITH AASHTO LRFD BRIDGE DESIGN SPECIFICATIONS, 9TH EDITION 2020 AND THE UDOT STRUCTURES DESIGN AND DETAILING MANUAL, 2022, WITH 2024 INTERIMS. LOAD RATING IN ACCORDANCE WITH THE UDOT BRIDGE DESIGN SPECIFICATIONS, 9TH EDITION 2020 AND THE UDOT BRIDGE DESIGN AND DETAILING MANUAL, 2022, WITH 2024 INTERIMS.

STRUCTURAL CONCRETE	ALL LOCATIONS UNLESS SHOWN OTHERWISE:	145 PCF	$f_c = 4.0$ KSI	$n = 7$	CLASS A(A/E)
CONCRETE WEIGHT FOR LOADS	145 PCF UNLESS SHOWN OTHERWISE				
REINFORCING STEEL	ALL LOCATIONS UNLESS SHOWN OTHERWISE:	$f_y = 60$ KSI			
DESIGN COVER:	2" MIN, 2"-11" MAX				
FUTURE WEARING SURFACE:	133 PSF (10" ASPHALT)				
DESIGN SPEED:	35 MPH, 17600 NORTH				
SEISMIC:	NO SEISMIC ANALYSIS REQUIRED				

HYDRAULIC DATA		
ATTRIBUTE	UNIT	CONVEYANCE DESIGN
DRAINAGE AREA	AC	N/A
FREQUENCY	HR	N/A
DISCHARGE	CF/S	450
UPSTREAM INVERT ELEVATION	FT	4371.32
DOWNSTREAM INVERT ELEVATION	FT	4371.32
HEADWATER ELEVATION	FT	4376.52
TAILWATER ELEVATION	FT	4376.36
OUTLET VELOCITY	FT/S	3.19

DESIGN CHECK EVENT DATA IS NOT APPLICABLE FOR CANALS

## Exhibit B

Board of Directors  
c/o Trevor Nielson, General Manager  
Bear River Canal Company  
275N 1600E  
Tremonton, UT 84337



January 16, 2025

Box Elder County Commission  
1 South Main St  
Brigham City, UT 84302

Dear Commissioners,

Thank you for your time yesterday. The following is to provide in writing a record of the fees for the replacement and expansion of the bridge across the canals operated by Bear River Canal Company. This schedule of fees was approved by the Bear River Canal Company board of directors on 1/15/25. These fees are presented for approval at the upcoming commission meeting.

These fees are provided to the county with the understanding that the county signs a canal crossing agreement provided by the canal company and abides by its terms. An individual crossing agreement will govern each bridge and will be recorded with the county recorder's office for future reference. The canal company as of the date of this letter charges governmental entities the greater of \$4,000 or 10% of the project cost as a fee for crossing the canal. Existing bridges that are being replaced and are the same width or smaller are only required to pay the fee required to record the crossing agreement. Existing bridges that are being expanded as part of their replacement are charged the greater of \$4000 or 10% of the project but are prorated for the feet of existing bridge. (Example: if the old bridge was 90 feet wide and the new bridge 100 feet wide, the applicant would only be charged 10% of the calculated fee.) The fee schedule is shown as "Attachment 1" following this letter.

This fee schedule covers 5 bridges at the following locations and details are provided for each location as follows:

- (1) Camp Fife Road and the West Main Canal: The fee for this location was reduced to the recording fee of \$40 because of the traffic safety measures being installed by the county and the hydrological performance enhancements provided with the design. BRCC is taking these improvements in lieu of the foregone fee.
- (2) 16400N and the East Canal: The fee for this location was reduced to the recording fee of \$40. The current bridge has a large center pillar. This pillar catches debris as it floats down the canal and requires cleaning regularly. The new design does not have a center pillar. BRCC is taking this improvement in lieu of the foregone fee.

- (3) 15600N and the West Canal: This crossing is slightly smaller than the previous bridge. Thus, the fee will be the recording fee of \$40.
- (4) 17600N and the West Canal: This bridge is slightly larger than the previous bridge. The standard fee was charged as shown in the below graphic totaling \$11,562.
- (5) 12000N and the East Canal: This crossing is an expansion of the existing bridge. The standard fee was charged as shown in the below graphic totaling \$17,711. However, the canal company is willing to trade the fee for work in kind. Three small water turnout culverts under 9600N at approximately 5185W 9600N need to be replaced. The canal company is willing to take payment on a dollar-for-dollar basis for county efforts to replace these culverts. Given the canal company and county have conflicting property interests at this location, the county would have to be a joint participant in addressing these collapsing pipes. This allows the county to apply funds they would already have to expend to address this issue to the bridge fee thus saving taxpayers funds. If this option is excised by the county the understanding is as follows:



- a. Canal Company Responsibility:
  - i. The canal company will provide and pay for all pipe.
    - 1. Drain Water Pipe has been agreed upon as being an acceptable pipe material.
  - ii. The canal company will install and pay for all needed cement work on both ends of the culverts.
- b. Box Elder County Responsibility:
  - i. The county will install the pipes across the road applying the associated cost to the 12000N bridge fee.
  - ii. The county will backfill, properly compact the pipes, and restore roadway bedding applying the associated cost to the 12000N bridge fee.
  - iii. The county will restore the pavement applying the associated cost to the 12000N bridge fee.
  - iv. If county costs exceed \$17,711, the county may not apply the cost to other fees on this fee table or other billings from the canal company.

Bear River Canal Company wishes to communicate its thanks and gratitude to the county government for their proactive approach to dealing with joint infrastructure concerns. Given the future infrastructure needs of both parties, BRCC look forward to working with the county in a coordination fashion in the future.

Sincerely

Board of Directors  
Bear River Canal Company



Attachment 1:

Bear River Canal Company (BRCC) Canal Crossing Fees						
	UDOT Bridges				County Only	
	Camp Fire	16400 N	15600 N	17600 N	120000N	
Bridge Cost_ Total Construction Cost (\$)	\$ 2,120,110	\$ 1,334,058	\$ 1,296,111	\$ 1,508,140	\$ 776,264	
Existing Bridge/Culvert Width <sup>1</sup>	20.5	14.8	24.8	27.7	154.4	
New Bridge/Culvert Width <sup>1</sup>	22.0	17.0	24.0	30.0	200.0	
Standard Fee_10% (\$)	\$ 212,011	\$ 133,406	\$ 129,611	\$ 150,814	\$ 77,626	
Percentage Prorate Based on Existing Bridge Deck Width (%) <sup>2</sup>	93%	87%	103%	92%	77%	
BRCC Fee	\$ 40	\$ 40	\$ 40	\$ 11,562	\$ 17,711	
BRCC Fee				11,682	\$ 17,711	
Total Fees Before BRCC Adjustment						61,033
Total Fees After BRCC Adjustment						29,393

# Cooperative Agreement

BETWEEN  
BOX ELDER COUNTY  
AND  
UTAH DEPARTMENT OF NATURAL RESOURCES,  
DIVISION OF WILDLIFE RESOURCES

Pursuant to Utah Code §23A-2-401, this COOPERATIVE AGREEMENT is made and entered into upon the date of 07/01/2025, between the State of Utah, Department of Natural Resources, Division of Wildlife Resources (UDWR) and Box Elder County for completion of the *Phragmites and Invasive Weed Control FY26 (WRI # 7478)* proposed through the Watershed Restoration Initiative (WRI).

The term of this Agreement will be from July 1, 2025 through June 30, 2026.

The Parties agree as follows:

1. UDWR will:

- a. Reimburse actual costs incurred up to \$15,000 for the completion of the *Phragmites and Invasive Weed Control FY26 (WRI # 7478)*.
- b. UDWR will assist with entering of project completion reports as needed.
- c. The contract monitor(s) at UDWR will be:
 

Daniel Eddington	Chad Cranney
danieleddington@utah.gov	chadcranney@utah.gov
435 820-6024	435 854-3610

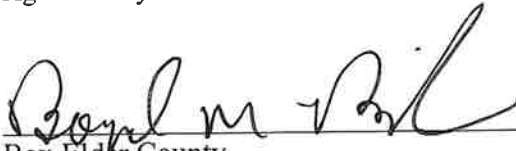
2. Box Elder County will:

- a. Will control *Phragmites* (common reed) in wetland areas throughout the county primarily using ground spraying equipment on ATV/UTV and truck mounted sprayers.
- b. Oversee project work and ensure that project managers submit completion reports in the WRI online database within 3 months of completion of project or by August 31, 2026.

All provisions of Attachment A and Attachment B are incorporated into and become a part of this Cooperative Agreement. If provisions of the Cooperative Agreement conflict, the order of precedence shall be (i) Attachment A; (ii) Cooperative Agreement signature page; and (iii) Attachment B.

SIGNATURES ON FOLLOWING PAGE

Agreed to by:

  
Box Elder County

  
Date

\_\_\_\_\_  
Division of Wildlife Resources/Deputy Director

\_\_\_\_\_  
Date

\_\_\_\_\_  
Division of Wildlife Resources/Financial Manager

\_\_\_\_\_  
Date

\_\_\_\_\_  
State of Utah/Division of Finance

\_\_\_\_\_  
Date

## ATTACHMENT A – STANDARD TERMS AND CONDITIONS

1. **INVOICING:** The Parties agree to share records with one another detailing expenditures pursuant to the Cooperative Agreement on a quarterly basis, and to reconcile all accounts no later than June 30 annually. The Cooperative Agreement number shall be listed on all invoices, freight tickets, and correspondence.
2. **LAWS AND REGULATIONS:** Each Party shall be responsible for ensuring their individual compliance with all applicable federal and state constitutions, laws, rules, codes, orders, and regulations, including applicable licensure, certification, and permitting requirements.
3. **CONFLICT OF INTEREST:** PARTNER represents that none of its officers or employees are officers or employees of UDWR or the State of Utah, unless prior written disclosure has been made to UDWR.
4. **RECORDS ADMINISTRATION:** PARTNER shall maintain all records necessary to properly account for PARTNER's performance and the payments it receives from UDWR pursuant to this Cooperative Agreement. These records shall be retained by PARTNER 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. PARTNER agrees to allow, at no additional cost, the State of Utah, federal auditors, and UDWR staff, access to all such records.
5. **TERMINATION:** This Cooperative Agreement may be terminated with cause by UDWR in advance of the specified expiration date by providing prior written notice to PARTNER. PARTNER will be given ten (10) days after written notification to correct and cease the violations, after which this Cooperative Agreement may be terminated for cause immediately. This Cooperative Agreement may also be terminated without cause (for convenience), in advance of the specified expiration date, by either party, upon sixty (60) days written termination notice being given to the other party. UDWR and PARTNER may terminate this Cooperative Agreement, in whole or in part, at any time, by mutual agreement in writing. Upon termination of the Cooperative Agreement, PARTNER shall be compensated for eligible services properly performed up to the effective date of the notice of termination. In no circumstance shall UDWR be responsible for any costs for services unsatisfactorily performed, outside of the scope of the project proposal, performed after the effective date of the notice of termination, or for costs exceeding the reimbursable total identified herein.
6. **GOVERNING LAW AND VENUE:** This Cooperative Agreement shall be governed by the laws, rules, and regulations of the State of Utah. Any action or proceeding arising from this Cooperative Agreement 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.

7. **DEBARMENT:** PARTNER certifies that it is not presently nor has ever been debarred, suspended, or proposed for debarment by any governmental department or agency, whether international, national, state, or local. PARTNER must notify the UDWR 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 the Cooperative Agreement term.
8. **LIABILITY:** Each Party shall be responsible for any claims, losses, suits, actions, damages, and costs of every name and description arising out of their own performance under this Cooperative Agreement. If one or more parties are found negligent, they each shall bear their proportionate share of any allocated fault or responsibility. Nothing herein shall be construed as waiving any immunity, the monetary damage limitations, or any other provision set forth in the Utah Governmental Immunity Act, Utah Code §§ 63G-7-101 through 63G-7-904.

## **ATTACHMENT B – PROJECT PROPOSAL**