

**MINUTES  
BOX ELDER COUNTY COMMISSION  
MARCH 15, 2023**

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 11:15 a.m. on **March 15, 2023**. The following members were present:

Stan Summers	Chairman
Boyd Bingham	Commissioner
Lee Perry	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 11:25 a.m.

The regular session was called to order by Chairman Summers at 11:30 a.m. with the following members present, constituting a quorum:

Stan Summers	Chairman
Boyd Bingham	Commissioner
Lee Perry	Commissioner
Marla Young	County Clerk

The prayer was offered by Chairman Summers.

The Pledge of Allegiance was led by Sheriff Kevin Potter.

**APPROVAL OF MINUTES**

**THE MINUTES OF THE REGULAR MEETING OF, MARCH 1, 2023 WERE APPROVED AS WRITTEN ON A MOTION BY COMMISSIONER PERRY, SECONDED BY COMMISSIONER BINGHAM AND UNANIMOUSLY CARRIED.**

**ATTACHMENT NO. 1 - AGENDA**

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

**TTAB Grants-Commissioner Perry**

Commissioner Perry stated the TTab Grants are coming up.

**National Organization of Public Lands-Commissioner Bingham**

Commissioner Bingham explained the National Organization of Public Lands purpose is to train people in the east about public lands in the west. In some western states, the people who are on the Public Lands Council pay to be on the national council. Utah has not had anything in place for the last 60 years. Commissioner Bingham stated he would like to encourage Utah to organize and participate.

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

There were no former agenda items discussed.

**EMERGENCY MANAGEMENT ISSUES**

**County Flood Response Policy-Mark Millett**

Emergency Manager Mark Millet presented the County Flood Response Policy. He explained the county has sand bags on hand and they are ready for the next phase. He detailed the response levels and the proper procedures to handle an emergency.

**MOTION:** Commissioner Perry made a motion to approve The County Flood Response Policy. The motion was seconded by Commissioner Bingham and unanimously carried on a roll call vote of Chairman Summers voting Yea, Commissioner Bingham voting Yea, and Commissioner Perry voting Yea.

**ATTACHMENT NO. 2 County Flood Response Policy**

**ARPA**

No ARPA items were discussed.

**BOX ELDER COUNTY EMPLOYEE RECOGNITION**

Commissioner Perry explained the leaders of the county would like to recognize employees who go above and beyond, He recognized Jessie Fernelius for her excellence in customer service. Commissioner Perry read a letter from a citizen describing their experience with Jesse.

**PUBLIC INTERESTS / PRESENTATIONS / CONCERNS**

**Request use of parking lot for Spade and Hope Garden Club Plant Sale May 13, 2023-Jodi Peterson**

Jodi Peterson, President of the Spade and Hope Garden Club, explained the history of the club. She detailed how the club has made tree donations and how any proceeds from this particular sale will be going towards the habitat for humanity in the county. She asked for permission to use the courthouse grounds for the sale on May 13, 2023.

**MOTION:** Commissioner Perry made a motion to approve the use of the parking lot for the Spade and Hope Garden Club. The motion was seconded by Commissioner Bingham and unanimously carried on a roll call vote of Chairman Summers voting Yea, Commissioner Bingham voting Yea, and Commissioner Perry voting Yea.

**COMMISSIONERS**

**BRAG Lease Agreement #23-11-Commissioners**

Commissioner Summers explained the BRAG location in Perry was difficult for people to access and utilize their services. BRAG has now moved to the DMV building and will be leasing from the county. The new location provides a better location for people to access the BRAG office.

**MOTION:** Commissioner Bingham made a motion to approve Agreement #23-11. The motion was seconded by Commissioner Perry and unanimously carried on a roll call vote of Chairman Summers voting Yea, Commissioner Bingham voting Yea, and Commissioner Perry voting Yea.

**ATTACHMENT NO. 3 Agreement #23-11**

**LATCF Funding-Shirlene Larsen**

County Auditor Shirlene Larsen explained the LATCF fund and how the county can spend the money. She explained they have received \$1,974,000. She said the county has spent 1% on NACO public lands. She stated the funds may be used for anything except lobbying. Commissioner Summers expressed interest in assisting the Senior Centers in Tremonton and Brigham city.

**ATTACHMENT NO.4 LATCF Document**

**COMMUNITY DEVELOPMENT**

**The Bozz Subdivision-Scott Lyons**

Community Development Director Scott Lyons presented the Bozz Subdivision located at 5353 West 4000 North, in the Corinne area. The subdivision has been reviewed and approved by all necessary county departments.

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

**Appoint Planning Commissioners-Scott Lyons**

Community Development Director Scott Lyons explained that several board member terms on the Planning Commission are expiring. He stated Kevin McGaha's term has ended and he has decided not to serve another term. He thanked him for his years of service. He explained that Jennifer Jacobson was an alternate and she is interested in filling the vacancy. He said Lonnie Jensen replaced Mike Udy on the commission as well. Steve Zollinger is interested in serving another term of three years.

**MOTION:** Commissioner Bingham made a motion to approve the appointments for the Planning Commission. The motion was seconded by Commissioner Perry and unanimously carried on a roll call vote of Chairman Summers voting Yea, Commissioner Bingham voting Yea, and Commissioner Perry voting Yea.

**HUMAN RESOURCES**

**Policy 13 Update-Jenica Stander**

HR manager Jenica Stander stated the Family Medical Leave Act portion of Policy 13 needed to have changes made to follow state statute. The policy has been reviewed by the County Attorney.

**MOTION:** Commissioner Perry made a motion to approve the updates to Policy 13. The motion was seconded by Commissioner Bingham and unanimously carried on a roll call vote of Chairman Summers voting Yea, Commissioner Bingham voting Yea, and Commissioner Perry voting Yea.

**Gallagher Benefits Services Contract #23-07-Jenica Stander**

This Item was tabled.

**Box Elder County Recognition-Jenica Stander**

HR Manager Jenica Stander stated Box Elder County was awarded for Best in Class Employer. They were spotlighted on how focused the county is on employee health and personal growth. She stated the county is one of twenty employers in the Gallagher Company to receive this award.

**WARRANT REGISTER – COMMISSIONERS**

The Warrant Register was signed and the following claims were approved: Claim numbers 120167 through 120168 in the amount of \$3077.87 and claim numbers 120165 through 120244 in the amount of \$828,792.31 with voided claim number 120147.

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

<b>Employee Name:</b>	<b>Department:</b>	<b>PA Type:</b>	<b>Effective Date:</b>
STRATTON, CHASE	ATTORNEY'S OFFICE	NEW HIRE	03/06/2023
VEGA, JOSE	SHERIFF'S OFFICE	NEW HIRE	02/26/2023
GREEN, MATTHEW	SHERIFF'S OFFICE	TRANSFER	02/26/2023
RANDALL, AMY	FIRE MARSHALL	SEPARATION	02/27/2023
SEIGFRIED, JOSHUA	FIRE MARSHALL	SEPARATION	02/27/2023
NEWMAN, SPENCER	FIRE MARSHALL	RETIREMENT CHANGE	02/26/2023
KAISERMAN, WENDI	BOOKMOBILE	COMPENSATION CHANGE	01/01/2023
FIRTH, REX	BOOKMOBILE	COMPENSATION CHANGE	03/03/2023
STRATTON, CHASE	ATTORNEY'S OFFICE	CELL PHONE ALLOWANCE	03/06/2023

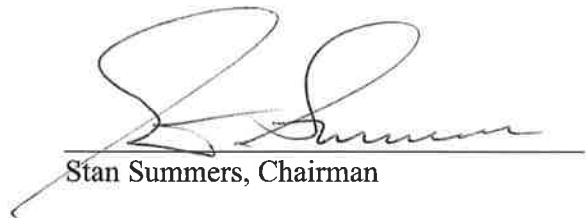
**CLOSED SESSION**

There was not a closed session.

**ADJOURNMENT**

A motion was made by Commissioner Perry to adjourn. Commissioner Bingham seconded the motion, and the meeting adjourned at 12:34 pm.

**ADOPTED AND APPROVED** in regular session this 5th day of April 2023.

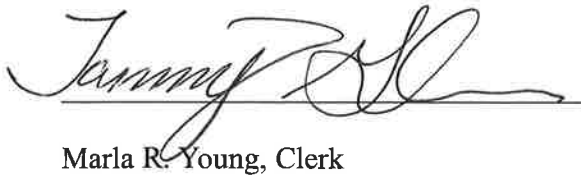
  
Stan Summers, Chairman

  
Boyd Bingham, Commissioner

  
Lee Perry, Commissioner

ATTEST:



  
Marla R. Young, Clerk



**COUNTY COMMISSION MEETING**  
Commission Chambers, 01 South Main Street, Brigham City, Utah 84302  
Wednesday, March 15, 2023 at 11:30 AM

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**AGENDA**

**NOTICE:** *Public notice is hereby given that the Box Elder County Board of County Commissioners will hold an Administrative/Operational Session commencing at 11:15 A.M. and a regular Commission Meeting commencing at 11:30 A.M. on Wednesday March 15, 2023 in the Commission Chambers of the Box Elder County Courthouse, 01 South Main Street, Brigham City, Utah.*

**1. ADMINISTRATIVE / OPERATIONAL SESSION**

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

**2. CALL TO ORDER 11:30 A.M.**

- A. Invocation Given by: Chairman Summers
- B. Pledge of Allegiance Given by: Sheriff Kevin Potter
- C. Approve Minutes March 1, 2023

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

**4. FORMER AGENDA ITEMS**

**5. EMERGENCY MANAGEMENT ISSUES**

- A. County Flood Response Policy-Mark Millett

**6. ARPA**

**7. BOX ELDER COUNTY EMPLOYEE RECOGNITION**

**8. PUBLIC INTERESTS / PRESENTATIONS / CONCERNS**

- A. 11:38 Request use of parking lot for Spade and Hope Garden Club Plant Sale May 13, 2023-  
Jodi Peterson

**9. COMMISSIONERS**

- A. 11:40 BRAG Lease Agreement #23-11-Commissioners
- B. 11:42 LATCF Funding-Shirlene Larsen

**10. COMMUNITY DEVELOPMENT**

- A. 11:47 The Bozz Subdivision-Scott Lyons
- B. 11:49 Appoint Planning Commissioners-Scott Lyons

**11. HUMAN RESOURCES**

- A. 11:51 Policy 13 Update-Jenica Stander
- B. 11:53 Gallagher Benefits Services Contract #23-07-Jenica Stander

C. 11:55 Box Elder County Recognition-Jenica Stander

**12. WARRANT REGISTER**

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

**14. CLOSED SESSION**

**15. ADJOURNMENT**

Prepared and posted this 10th day of March, 2023. Mailed to the Box Elder News Journal and the Leader on the 10th of March, 2023. 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 11:30 a.m.

A handwritten signature in black ink, appearing to read "Marla R. Young". The signature is fluid and cursive, with the first name "Marla" being the most prominent part.

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.



## Box Elder County Policy

### Deployment and Distribution of Flooding Resources

#### Considerations:

The county road department is the lead department to respond to flooding events, in the unincorporated county, and will define the objectives, strategies and tactical operations needed, and will be supported by other county agencies.

The county defines and expends funds for flood response resources based on its anticipated needs.

The county plans for and stages sufficient resources, to include sand, sandbags, and heavy equipment to facilitate its response to flooding events. In order to maintain those resources the county no longer has the ability to have an open door policy for jurisdictions or individuals to come to the County Road Shed and help themselves to sand bags stored there, as in the past. Resources there are only for Road department use.

Volunteer operations for sandbagging may be set up at the County Fairgrounds near the bandstand to assist with meeting county road department needs, and /or private needs for emergency operations.

#### Expectations:

##### Unincorporated County

- 1- The county does not /cannot maintain enough manpower and resources such as sand, sandbags, and equipment to provide preventative resources, to all residents, for possible or anticipated flooding on personal property. Specifically, resources are reserved for the County to minimize the impacts of flood waters coming from county / public controlled sources, and to assist in emergency response to flooding situations.
- 2- Citizens of the unincorporated county are expected to assess and anticipate, in advance, if they are going to have any problems with flooding caused by rain, or snow and ice melt from within their yard, or other private property owners. If you have had problems in the past, take necessary steps to protect your home and property.
- 3- If historical flooding has been due to water coming from county or other public rights of way or drainages, then then contact the county road department for pre-emptive assessment and possible resources.
- 4- In the event of emergency flooding (anticipated or unanticipated) the county will use discretion on the distribution of resources for water coming solely from private properties, based on the amounts of resources available, and in consideration of other active emergencies at that time.
- 5- Local sand bagging sites will be announced and established at unincorporated community sites as needed.

##### Cities and towns:

- 1- Jurisdictions within the county have the responsibility for meeting their own need for flood resources, such as sand, sandbags and equipment, for both the flood preparedness, and emergency response phases. This includes determining if, how, and when sandbags are distributed to their citizens.
- 2- The County will assist the jurisdictions as needed and will assist with sand bags in emergency situations, following the parameters listed above for unincorporated county residents.
- 3- A request for assistance should come through the mayor to a county commissioner, or from the jurisdiction emergency manager to the county emergency manager.
- 4- Jurisdictions are strongly encouraged to be in compliance with the emergency management requirements defined in Utah H.B. 96 (2021), so that emergency planning and coordination with county emergency manager is in place and on-going, prior to any flood emergency request.

## OFFICE SPACE LEASE AGREEMENT

This OFFICE SPACE LEASE AGREEMENT is entered into by and between BOX ELDER COUNTY, a political subdivision of the State of Utah (hereinafter "County") and BEAR RIVER ASSOCIATION OF GOVERNMENTS, an association of local governments (hereinafter "BRAG").

### RECITALS

WHEREAS, County purchased the building located at 35 East 100 South in Brigham City, Utah, for the purpose of housing the Department of Motor Vehicles, and now has excess office space available; and

WHEREAS, BRAG is in need of office space to house and administer its operations; and

WHEREAS, County and BRAG have agreed that, in exchange for the payment of monthly rental from BRAG to County, County will lease office space to BRAG on the terms and provisions set forth in this Agreement;

NOW THEREFORE, based upon the above recitals and the consideration set forth herein, County and BRAG to hereby agree as follows:

1. **Leased Office Space.** County shall lease 2,300 square feet of office space to BRAG, located in the building located at 35 East 100 South, Brigham City, Utah, and more particularly described as follows: five (5) personal offices, with a small common area in the middle, access to display boxes and a drop box located in both the front and rear vestibules of the building, access to a portion of the waiting area and lower level break room, and access to the restroom facilities located on both the main floor and in the basement, as set forth in Exhibit "A" attached hereto (hereinafter referred to as the "Leased Premises").
2. **Lease Term.** The term of this Lease Agreement shall be for a period of four (4) years commencing on October 1, 2022 and ending on September 30, 2026 (hereinafter the "Initial Term").
3. **Lease Payments.** Commencing on October 1, 2022, BRAG shall pay to County the sum of Two Thousand Dollars (\$2,000.00) per month, each month, during the

Initial Term of this Lease Agreement, with each monthly installment payable on or before the first day of every month.

4. **Use of the Leased Premises.** County is leasing the Leased Premises to BRAG, and BRAG is hereby agreeing to lease the Leased Premises for use as reasonable and normal office space to conduct the business and operations of BRAG. Any change in this use or purpose of the Leased Premises by BRAG shall only be with the prior written consent of County.
5. **Option to Renew Lease Agreement.** BRAG shall have the option to continue leasing the Leased Premises for two (2) additional four (4) year terms by giving written notice to County no less than sixty (60) days prior to the expiration of: the Initial Term of this Lease Agreement, or any renewal term previously exercised by BRAG. Rent for each renewal lease term shall increase as calculated by multiplying the Lease Payment for the expiring term by the annual change in the Consumer Price Index (CPI) published by the Bureau of Labor Statistics by the most recent publication to the renewal option start date.
6. **Expenses.** It is the intention of BRAG and County that the Lease Payments are the entirety of the monthly rent due to County from BRAG. Therefore, BRAG is not obligated to pay any additional expenses which includes utilities, real estate taxes, insurance (other than on the BRAG's personal property), charges or expenses of any nature whatsoever in connection with the ownership and operation of the Leased Premises. County shall be obligated to maintain the general exterior structure of the Leased Premises, in addition, shall maintain all major systems such as the heating, plumbing, and electrical. The parking area shall be maintained by County including the removal of any snow or environmental hazards as well as the grounds and lands surrounding the Leased Premises. The County shall maintain at its expense casualty insurance for the Leased Premises against loss by fire which may or may not include any extended coverage. BRAG will provide and maintain personal liability and property damage insurance as a lessee, at least to the limits of One Million Dollars (\$1,000,000.00), which will designate County as an "also named insured", and shall provide County with a copy of such insurance certification or policy prior to the effective date of this Lease Agreement.
7. **Improvements to Leased Premises.** BRAG agrees that no improvements, alterations or changes of any nature, (except for those listed on any attached addenda) shall be made to the Leased Premises or the exterior of the building without first obtaining the consent of County in writing. In the event County does consent to improvements by BRAG, thereafter, any and all improvements made to the Leased Premises which become affixed or attached to the Leased Premises shall remain the property of County at the expiration or termination of

this Lease Agreement. Furthermore, any improvements shall be made only in accordance with applicable federal, state or local codes, ordinances or regulations, having due regard for the type of construction of the building housing the Leased Premises. Nothing in the Lease Agreement shall be construed to authorize BRAG or any other person acting for BRAG to encumber the rents of the Leased Premises or the interest of BRAG in the Premises or any person under and through whom BRAG has acquired its interest in the Leased Premises with a mechanic's lien or any other type of encumbrance. Under no circumstance shall BRAG be construed to be the agent, employee or representative of County. In the event a lien is placed against the Leased Premises, through actions of BRAG, BRAG will promptly pay the same or bond against the same and take steps immediately to have such lien removed. If BRAG fails to have the Lien removed, BRAG shall take steps to remove the lien and BRAG shall pay County for all expenses related to the lien and removal thereof and shall be in default of this Lease Agreement.

8. **Licenses and Permits.** A copy of any and all local, state or federal permits acquired by BRAG which are required for the use of the Leased Premises shall be kept on site at all times and shall be readily accessible and produced to County and/or their agents or any local, state, or federal officials upon demand.
9. **Obligations of BRAG.** BRAG shall properly maintain the Leased Premises in a good, safe, and clean condition. In the event the structure of the Leased Premises is damaged as a result of any neglect or negligence of BRAG, its employees, agents, business invitees, or any independent contractors serving BRAG or in any way as a result of BRAG's use and occupancy of the Leased Premises, then BRAG shall be primarily responsible for seeing that the proper claims are placed with the BRAG's insurance company, or the damaging party's insurance company, and shall furthermore be responsible for seeing that the building is safeguarded with respect to said damage and that all proper notices with respect to said damage, are made in a timely fashion, including notice to County, and the party or parties causing said damage. Any damage that is not covered by an insurance company will be the liability of BRAG. Lessee shall not knowingly commit nor permit to be committed any act or thing contrary to the rules and regulations prescribed from time to time by any federal, state or local authorities and shall expressly not be allowed to keep or maintain any hazardous waste materials or contaminates on the Leased Premises.
10. **Insurance.** In the event BRAG shall fail to obtain insurance required under this Lease Agreement, and fails to maintain the same in force continuously during the term of this lease, County may, but shall not be required to, obtain the same and charge BRAG for same as additional rent. Furthermore, BRAG agrees not to keep upon the Leased Premises any articles or goods which may be prohibited

by the standard form of fire insurance policy, and in the event the insurance rates applicable to fire and extended coverage covering the Leased Premises shall be increased by reason of any use of the Leased Premises made by BRAG, then BRAG shall pay to County, upon demand, such increase in insurance premium as shall be caused by said use or BRAG's proportionate share of any such increase.

11. **Sublet/Assignment.** BRAG may not transfer or assign this Lease Agreement, or any right or interest hereunder or sublet the Leased Premises or any part thereof without first obtaining the prior written consent and approval of County.
12. **Damage to Leased Premises.** In the event the building housing the Leased Premises shall be destroyed or damaged as a result of any fire or other casualty which is not the result of the intentional acts or neglect of BRAG and which precludes or adversely affects BRAG's occupancy of the Leased Premises, then in every such cause, the rent herein set forth shall be abated or adjusted according to the extent to which the Leased Premises have been rendered unfit for use and occupation by BRAG and until the demised Leased Premises have been put in a condition at the expense of County, at least to the extent of the value and as nearly as possible to the condition of the Leased Premises existing immediately prior to such damage. It is understood, however, in the event of total or substantial destruction to the Leased Premises that in no event shall County's obligation to restore, replace or rebuild exceed an amount equal to the sum of the insurance proceeds available for reconstruction with respect to said damage.
13. **Default and Possession.** In the event that BRAG shall fail to pay Lease Payments and any other expenses as set forth herein, or any part thereof, when the same are due and payable, or shall otherwise be in default of any other terms of this Lease Agreement for a period of more than 15 days, after receiving notice of said default, then the parties hereto expressly agree and covenant that County may declare this Lease Agreement terminated and may immediately re-enter the Leased Premises and take possession of the same together with any of BRAG's personal property, equipment or fixtures left on the Leased Premises which items may be held by County as security for the BRAG's eventual payment and/or satisfaction of rental defaults or other defaults of BRAG under this Lease Agreement. It is further agreed, that if BRAG is in default, that County shall be entitled to take any and all action to protect its interest in the personal property and equipment, to prevent the unauthorized removal of said property or equipment which threatened action would be deemed to constitute irreparable harm and injury to County in violation of its security interest in said items of personal property. Furthermore, in the event of default, County may expressly undertake all reasonable preparations and efforts to release the Leased Premises including, but not limited to, the removal of all inventory, equipment or

leasehold improvements of BRAG's, at BRAG's expense, without the need to first procure an order of any court to do so, although obligated in the interim to undertake reasonable steps and procedures to safeguard the value of BRAG's property, including the storage of the same, under reasonable terms and conditions at BRAG's expense, and, in addition, it is understood that County may sue BRAG for any damages or past rents due and owing and may undertake all and additional legal remedies then available. In the event any legal action has to be instituted to enforce any terms or provisions under this Lease Agreement, then the prevailing party in said action shall be entitled to recover a reasonable attorney's fee in addition to all costs of said action. Rent which is in default for more than 15 days after due date shall accrue a Late Fee of Two Hundred dollars (\$200.00) per day until the amount is paid in full. In this regard, all delinquent rental payments made shall be applied first toward late fees due and the remaining toward delinquent rental payments.

14. **Indemnification.** BRAG hereby covenants and agrees to indemnify, defend and hold County harmless from any and all claims or liabilities which may arise from any cause whatsoever as a result of BRAG's use and occupancy of the Leased Premises, and further shall indemnify County for any losses which County may suffer in connection with the BRAG's use and occupancy or care, custody and control of the Leased Premises. BRAG also hereby covenants and agrees to indemnify and hold harmless County from any and all claims or liabilities which may arise from any latent defects in the subject Leased Premises that County is not aware of at the signing of the lease or at any time during the lease term.
15. **Bankruptcy or Insolvency.** BRAG agrees that in the event all or a substantial portion of the BRAG's assets are placed in the hands of a receiver or a Trustee, and such status continues for a period of 30 days, or should BRAG make an assignment for the benefit of creditors or be adjudicated bankrupt; or should BRAG institute any proceedings under the bankruptcy act or any amendment thereto, then this Lease Agreement or interest in and to the Leased Premises shall not become an asset in any such proceedings and, in such event, and in addition to any and all other remedies of County hereunder or by law provided, it shall be lawful for County to declare the term hereof ended and to re-enter the Leased Premises and take possession thereof and all improvements thereon and to remove all persons therefrom and BRAG shall have no further claim thereon.
16. **Subordination and Attornment.** Upon request of County, BRAG will subordinate its rights hereunder to the lien of any mortgage now or hereafter in force against the Leased Premises or any portion thereof, and to all advances made or hereafter to be made upon the security thereof, and to any ground or underlying lease of the Leased Premises provided, however, that in such case the holder of such mortgage, or County under such lease agreement shall agree that

this Lease Agreement shall not be divested or in any way affected by foreclosure, or other default proceedings under said mortgage, obligation secured thereby, or lease agreement, so long as BRAG shall not be in default under the terms of this Lease Agreement. BRAG agrees that this Lease Agreement shall remain in full force and effect notwithstanding any such default proceedings under said mortgage or obligation secured thereby. BRAG shall, in the event of the sale or assignment of County's interest in the building of which the Leased Premises form a part, or in the event of any proceedings brought for the foreclosure of, or in the event of exercise of the power of sale under any mortgage made by County covering the Leased Premises, attorn to the purchaser and recognize such purchaser as Lessor under this Lease Agreement.

17. Miscellaneous Terms.

- a. Usage by BRAG. BRAG shall comply with all rules, regulations and laws of any governmental authority with respect to use and occupancy. BRAG shall not conduct or permit to be conducted upon the Leased Premises any business or permit any act which is contrary to or in violation of any law, rules or regulations and requirements that may be imposed by any authority or any insurance company with which the Leased Premises is insured, nor will the BRAG allow the Leased Premises to be used in any way which will invalidate or be in conflict with any insurance policies applicable to the building. In no event shall explosives or extra hazardous materials be taken onto or retained on the Leased Premises. Furthermore, BRAG shall not install or use any equipment that will cause undue interference with the peaceable and quiet enjoyment of the Leased Premises by other tenants of the building.
- b. Signs. BRAG shall not place on any exterior door, wall or window of the Leased Premises any sign or advertising matter without County's prior written consent and the approval of Brigham City. Thereafter, BRAG agrees to maintain such sign or advertising matter as first approved by County in good condition and repair. Furthermore, BRAG shall conform to any uniform reasonable sign plan or policy that the County may introduce with respect to the building. Upon vacating the Leased Premises, BRAG agrees to remove all signs and to repair all damages caused or resulting from such removal.
- c. Pets. Unless otherwise stated in this Lease Agreement, the only pets that shall be allowed on the Leased Premises are those needed legally due to a disability or handicap.
- d. Condition of Leased Premises/Inspection by County. BRAG acknowledges that it has had the opportunity to inspect the Leased Premises and acknowledges with its signature on this lease that the Leased Premises are in good condition and comply in all respects with the

requirements of this Lease Agreement. Furthermore, County makes no representation or warranty with respect to the condition of the Leased Premises or its fitness or availability for any particular use, and County shall not be liable for any latent or patent defect therein. Furthermore, BRAG represents that BRAG has inspected the Leased Premises and is leasing and will take possession of the Leased Premises with all current fixtures present in their "as is" condition as of the date hereof.

- e. **Right of Entry.** It is agreed and understood that County and its agents shall have the complete and unencumbered right of entry to the Leased Premises at any time or times for purposes of inspecting or showing the Leased Premises and for the purpose of making any necessary repairs to the building or equipment as may be required of County under the terms of this Lease Agreement or as may be deemed necessary with respect to the inspection, maintenance or repair of the building.
  
18. **Holdover.** Should BRAG remain in possession of the Leased Premises after the cancellation, expiration or sooner termination of this Lease Agreement, or any renewal thereof, without the execution of a new lease agreement or addendum, such holding over in the absence of a written agreement to the contrary shall be deemed, if County so elects, to have created and be construed to be a tenancy from month to month, terminable upon thirty (30) days' notice by either party.
  
19. **Waiver.** Waiver by County of a default under this Lease Agreement shall not constitute a waiver of a subsequent default of any nature.
  
20. **Governing Law.** This Lease Agreement shall be governed by the laws of the State of Utah.
  
21. **Notices.** Payments and notices shall be addressed to the following:

County:  
Box Elder County Auditor  
1 South Main Street  
Brigham City, Utah 84302

BRAG:  
Bear River Association of Governments  
35 East 100 South  
Brigham City, Utah 84302



22. **Amendment.** No amendment of this Lease Agreement shall be effective unless reduced to writing and subscribed by the parties with all the formality of the original.
23. **Binding Effect.** This Lease Agreement and any amendments thereto shall be binding upon County and the BRAG and/or their respective successors, heirs, assigns, executors and administrators.

DATED this 7<sup>th</sup> day of March, 2023.

"BRAG"

  
By: \_\_\_\_\_

Bear River Association of Governments

#### CORPORATE ACKNOWLEDGEMENT

STATE OF UTAH )

SS

COUNTY OF BOX ELDER )

BEFORE ME THE UNDERSIGNED, a Notary Public, within and for said State and County, on this 7<sup>th</sup> day of March, 2023, personally appeared Roger C. Jones, the Director of Bear River Association of Governments, a \_\_\_\_\_, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the entity upon behalf of which the person acted, executed the instrument as a free and voluntary act and deed for the uses and purposes therein set forth.

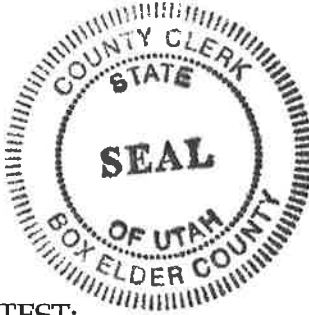
IN WITNESS WHEREOF, I have hereunto set my hand and official seal the day and year last above written.

*Florence Preslar*

Notary Public



DATED this 3 day of March, 2023.



"County"

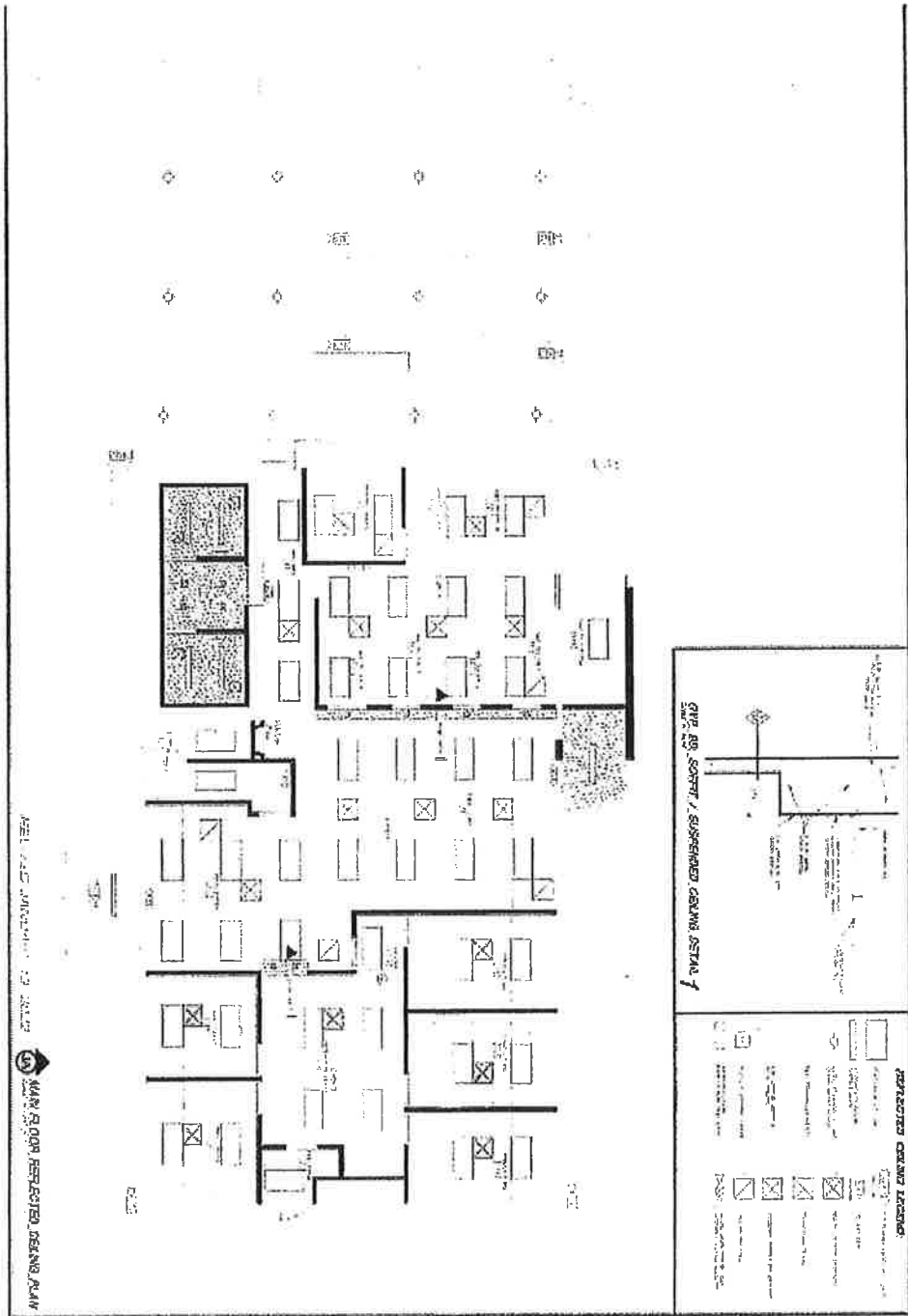
*[Handwritten Signature]*

By:  
Chair, Box Elder County Commission

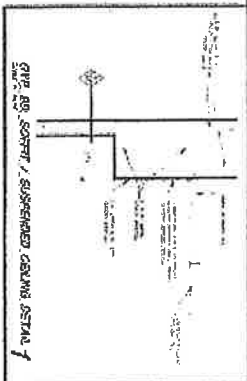
ATTEST:

*[Handwritten Signature]*  
Marla Young  
Box Elder County Recorder

# EXHIBIT A



REFLECTED CEILING PLAN  
 MAIN FLOOR REFLECTED CEILING PLAN



REFLECTED CEILING PLAN

Symbol	Description
[Symbol]	4' x 4' Grid Panel
[Symbol]	2' x 2' Grid Panel
[Symbol]	1' x 1' Grid Panel
[Symbol]	4' x 4' Acoustic Tile
[Symbol]	2' x 2' Acoustic Tile
[Symbol]	1' x 1' Acoustic Tile
[Symbol]	4' x 4' LED Panel Light
[Symbol]	2' x 2' LED Panel Light
[Symbol]	1' x 1' LED Panel Light
[Symbol]	4' x 4' Fluorescent Panel Light
[Symbol]	2' x 2' Fluorescent Panel Light
[Symbol]	1' x 1' Fluorescent Panel Light
[Symbol]	4' x 4' Recessed Light
[Symbol]	2' x 2' Recessed Light
[Symbol]	1' x 1' Recessed Light
[Symbol]	4' x 4' Square Diffuser
[Symbol]	2' x 2' Square Diffuser
[Symbol]	1' x 1' Square Diffuser
[Symbol]	4' x 4' Square Diffuser
[Symbol]	2' x 2' Square Diffuser
[Symbol]	1' x 1' Square Diffuser
[Symbol]	4' x 4' Square Diffuser
[Symbol]	2' x 2' Square Diffuser
[Symbol]	1' x 1' Square Diffuser
[Symbol]	4' x 4' Square Diffuser
[Symbol]	2' x 2' Square Diffuser
[Symbol]	1' x 1' Square Diffuser

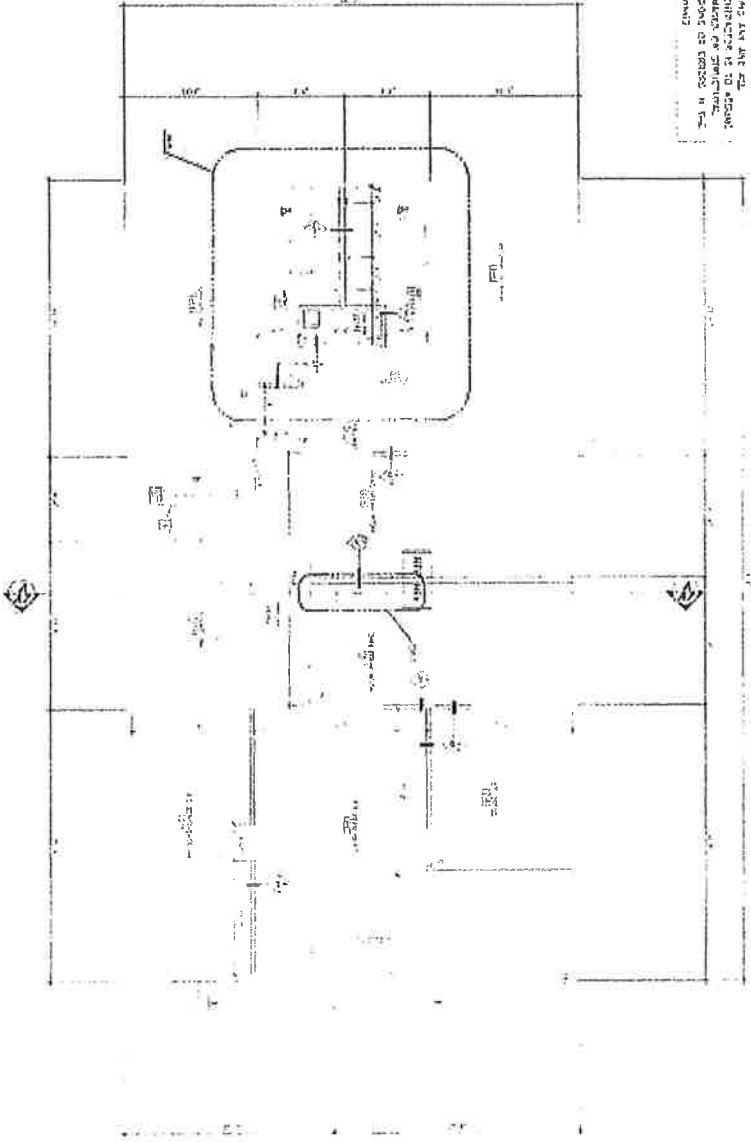
**MAIN FLOOR REFLECTED CEILING PLAN**

**JONES & WOODHEAD CONSULTING ENGINEERS**

1000 ...  
 ...  
 ...

NO.	DATE	DESCRIPTION
1	...	...
2	...	...
3	...	...

ALL WORK SHALL BE IN ACCORDANCE WITH THE LATEST EDITIONS OF THE INTERNATIONAL BUILDING CODES AND ALL APPLICABLE LOCAL, STATE AND FEDERAL CODES. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE APPROPRIATE AGENCIES. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE APPROPRIATE AGENCIES. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE APPROPRIATE AGENCIES.



SHEET NO. 12  
 BASEMENT FLOOR PLAN

	605 EIGHT COUNTY CORPORATION ADDRESS FIRST BUILDING ONE FLOOR
	<b>NEW CONSTRUCTION          BASEMENT FLOOR PLAN</b>

OMB Approved No. 1505-0276  
Expiration Date: March 31, 2023

U.S. DEPARTMENT OF THE TREASURY  
LOCAL ASSISTANCE AND TRIBAL CONSISTENCY FUND

<p>Recipient name and address: Box Elder County 1 S. Main Street Brigham City, Utah 84302</p>	<p>UEI Number: VSEPXG1DPPQ9 Taxpayer Identification Number: 876000293</p>
<p>Amount of Federal Funds Obligated (Total of Fiscal Year 2022 and Fiscal Year 2023 Tranches): \$ 1974167.78  Total Amount of Federal Funds Obligated: \$ 1974167.78  The Federal Award Date is the date of the Recipient's signature below, provided that all other conditions of the award have been met.</p>	<p>Assistance Listing Number: 21.032 Assistance Listing Title: Local Assistance and Tribal Consistency Fund</p>

Section 605(b) of the Social Security Act (the Act), as added by section 9901 of the American Rescue Plan Act, Pub. L. No. 117-2 (March 11, 2021) authorizes the Department of the Treasury (Treasury) to make payments to certain recipients from the Local Assistance and Tribal Consistency Fund.

Recipient hereby agrees, as a condition to receiving such payment(s) from Treasury, to the terms and conditions attached hereto.

Recipient: Box Elder County

DocuSigned by:  
  
3F4A31B8F4AA4E4

Authorized Representative: Shirlene Larsen

Title: County Auditor

Date signed: 10/20/2022

OMB Approved No. 1505-0276  
Expiration Date: March 31, 2023

U.S. DEPARTMENT OF THE TREASURY  
LOCAL ASSISTANCE AND TRIBAL CONSISTENCY FUND  
AWARD TERMS AND CONDITIONS FOR ELIGIBLE REVENUE SHARING COUNTY  
GOVERNMENTS

1. Payment of Funds.

- a. Recipient understands that the Department of the Treasury (Treasury) will disburse funds under this award (the award funds) in two tranches, subject to any remedial actions taken pursuant to section 7 or any offsets imposed to satisfy any debt owed pursuant to section 9 of these award terms and conditions.
- b. In addition to the limitations provided in paragraph (a), payments under this award will be subject to the availability of funding, and, should the provisions of section 605 of the Social Security Act (42 U.S.C. § 805) addressing allocations or recipient eligibility be amended or the amount of the appropriation for implementation of such section be reduced, Treasury may reallocate the amount of the appropriation that remains available and adjust Recipient's total award amount accordingly. In the event Recipient's total award amount is reduced, the amount of a second tranche payment may be reduced to account for the receipt of amounts disbursed in the first tranche.
- c. If eligible revenue sharing county governments other than Recipient decline or do not claim the amounts allocated to them by Treasury from the Local Assistance and Tribal Consistency Fund, Treasury may supplement this award with an additional allocation to Recipient. The amount of this additional allocation will be determined by Treasury in its discretion as provided in section 605 of the Act and will be subject to the limitations provided in paragraphs a and b.
- d. Any change in an allocation will be deemed an amendment to this award to increase or decrease the total award amount, as applicable, unless, in the case of an increased allocation, Recipient declines the increased total award amount.

2. Use of Funds.

- a. The award funds may be used to cover any cost incurred on or after March 15, 2021, for any governmental purpose other than a lobbying activity, as provided in paragraph b.
- b. Recipients may not use the award funds directly or indirectly to pay for any personal service, advertisement, telegram, telephone, letter, printed or written matter, or other device, intended or designed to influence in any manner a Member of Congress, a jurisdiction, or an official of any government, to favor, adopt, or oppose, by vote or otherwise, any legislation, law, ratification, policy, or appropriation, whether before or after the introduction of any bill, measure, or resolution proposing such legislation, law, ratification,

policy, or appropriation.

- c. Recipient must expend and account for the funds in accordance with the financial management, procurement, and conflicts of interest standards, laws, policies, and procedures applicable to Recipient's expenditure of and accounting for its own funds.
3. **Reporting.** Recipient agrees to submit an annual project and expenditure report to Treasury for this award in the form provided by Treasury. Recipient acknowledges total award and expenditure amounts may be publicly disclosed.
  4. **Cost Sharing.** Cost sharing or matching funds are not required to be provided by Recipient.
  5. **Compliance with Applicable Law and Regulations.**
    - a. Recipient agrees to comply with the requirements of section 605 of the Act and guidance issued by Treasury regarding the Local Assistance and Tribal Consistency Fund program. Recipient acknowledges that the funds constitute federal financial assistance and are subject to federal law applicable to federal financial assistance. Recipient also agrees to comply with all other applicable federal statutes, regulations, and executive orders in the course of its use of the award funds.
    - b. Federal regulations applicable to this award include, without limitation, the following:
      - i. Title VI of the Civil Rights Act of 1964 (42 U.S.C. §§ 2000d et seq.) and Treasury's implementing regulations at 31 C.F.R. Part 22, which prohibit discrimination on the basis of race, color, or national origin under programs or activities receiving federal financial assistance;
      - ii. The Fair Housing Act, Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§ 3601 et seq.), which prohibits discrimination in housing on the basis of race, color, religion, national origin, sex, familial status, or disability;
      - iii. Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794), which prohibits discrimination on the basis of disability under any program or activity receiving federal financial assistance;
      - iv. The Age Discrimination Act of 1975, as amended (42 U.S.C. §§ 6101 et seq.), and Treasury's implementing regulations at 31 C.F.R. Part 23, which prohibit discrimination on the basis of age in programs or activities receiving federal financial assistance;
      - v. Title II of the Americans with Disabilities Act of 1990, as amended (42 U.S.C. §§ 12101 et seq.), which prohibits discrimination on the basis of disability under programs, activities, and services provided or made available by state and local governments or instrumentalities or agencies thereto;



- vi. Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, 2 C.F.R. §§ 200.100-110, 203, and 303, and Subpart F (Audit Requirements).
- vii. Universal Identifier and System for Award Management (SAM), 2 C.F.R. Part 25, Subparts A, B, and D, pursuant to which the award term set forth in Appendix A to 2 C.F.R. Part 25 is hereby incorporated by reference.
- viii. The provisions of Reporting Subaward and Executive Compensation Information, 2 C.F.R. Part 170 applicable to executive compensation but not to subawards, pursuant to which the subsections of the award term set forth in Appendix A to 2 C.F.R. Part 170 applicable to executive compensation are hereby incorporated by reference.
- ix. OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement), 2 C.F.R. Part 180, including the requirement to include a term or condition in all lower tier covered transactions (contracts and subcontracts described in 2 C.F.R. Part 180, subpart B) that the award is subject to 2 C.F.R. Part 180 and Treasury's implementing regulation at 31 C.F.R. Part 19.
- x. Governmentwide Requirements for Drug-Free Workplace, 31 C.F.R. Part 20.
- xi. Uniform Relocation Assistance and Real Property Acquisitions Act of 1970 (42 U.S.C. §§ 4601-4655) and implementing regulations.
- xii. Generally applicable federal environmental laws and regulations.

6. Maintenance of and Access to Records.

- a. Recipient will maintain records and financial documents sufficient to evidence compliance with section 605 of the Act, this award agreement, and implementing guidance issued by Treasury for a period of five (5) years after all funds have been expended or returned to Treasury.
- b. Recipient acknowledges that Treasury, including the Treasury Office of Inspector General, and the Government Accountability Office or their authorized representatives will have the right of access to records of Recipient in order to conduct audits or other investigations.

7. Remedial Actions. In the event of Recipient's noncompliance with section 605 of the Act, these terms and conditions, other applicable laws, guidance, or any reporting or other program requirements, Treasury may take any of the following remedies:

- a. Impose additional conditions on the receipt of the second tranche of the award;
- b. Temporarily withhold the second tranche of the award in whole or in part;

- c. Require recoupment of payments under this award;
  - d. Terminate the Federal award;
  - e. Initiate suspension or debarment proceedings as authorized under 2 C.F.R. part 180 and Treasury regulations; and
  - f. Take other remedies that may be legally available.
8. False Statements. Recipient understands that making false statements or claims in connection with this award is a violation of federal law and may result in criminal, civil, or administrative sanctions, including fines, imprisonment, civil damages and penalties, debarment from participating in federal awards or contracts, and/or any other remedy available by law.
9. Debts Owed the Federal Government.
- a. Any funds paid to Recipient (1) in excess of the amount to which Recipient is finally determined to be authorized to retain under the terms of this award; or (2) that are determined by Treasury to be subject to a repayment obligation and have not been repaid by Recipient shall constitute a debt to the federal government.
  - b. Any debts determined to be owed the federal government must be paid promptly by Recipient. A debt is delinquent if it has not been paid by the date specified in Treasury's initial written demand for payment, unless other satisfactory arrangements have been made or if the Recipient knowingly or improperly retains funds that are a debt as defined in paragraph (a). Treasury will take any actions available to it to collect such a debt.
10. Disclaimer.
- a. The United States expressly disclaims any and all responsibility or liability to Recipient or third persons for the actions of Recipient or third persons resulting in death, bodily injury, property damages, or any other losses resulting in any way from the performance of this award or any other losses resulting in any way from the performance of this award or any contract, or subcontract under this award.
  - b. The acceptance of this award by Recipient does not in any way establish an agency relationship between the United States and Recipient.
11. Amendments.
- a. The terms of this award may be amended with the written approval of Recipient and Treasury.
  - b. In addition, Treasury reserves the right to amend the terms of this award if required by U.S. law or regulation without the consent of Recipient.

- c. Notwithstanding the above, Treasury may, upon reasonable notice to Recipient, unilaterally amend this agreement for the sole purpose of making ministerial or administrative changes or correcting scrivener's errors.

**PAPERWORK REDUCTION ACT NOTICE**

The estimated burden associated with the collection of information provided for in section 6 of the terms and conditions is 15 minutes per response. Comments concerning the accuracy of this burden estimate and suggestions for reducing this burden should be directed to the Office of Privacy, Transparency and Records, Department of the Treasury, 1500 Pennsylvania Ave., N.W., Washington, D.C. 20220. DO NOT send the form to this address. An agency may not conduct or sponsor, and a person is not required to respond to, a collection of information unless it displays a valid control number assigned by OMB.