

**MINUTES
BOX ELDER COUNTY COMMISSION
JULY 9, 2024**

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 **July 9, 2024**. The following members were present:

Lee Perry	Chairman
Boyd Bingham	Commissioner
Stan Summers	Commissioner
Tammy Gibson	Deputy Clerk

Excused: Marla R. Young, Clerk

The following items were discussed:

1. Agenda Review/Supporting Documents
2. Commissioners' Correspondence
3. Staff Reports – Agenda Related
4. Correspondence

The Administrative/Operational Session adjourned at 4:52 p.m.

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

Lee Perry	Chairman
Boyd Bingham	Commissioner
Stan Summers	Commissioner
Tammy Gibson	Deputy Clerk

Excused: Marla Young, County Clerk

The prayer was offered by Commissioner Bingham.

The Pledge of Allegiance was led by Commissioner Summers.

APPROVAL OF MINUTES

THE MINUTES OF THE REGULAR MEETING OF JUNE 19, 2024 WERE APPROVED AS WRITTEN ON A MOTION BY COMMISSIONER SUMMERS, SECONDED BY COMMISSIONER BINGHAM AND UNANIMOUSLY CARRIED.

ATTACHMENT NO. 1 - AGENDA

ADMINISTRATIVE REVIEW/REPORTS/FUTURE AGENDA ITEMS – COMMISSION

No future agenda items were discussed.

FORMER AGENDA ITEMS FOLLOW-UP – COMMISSIONERS

No former agenda items were discussed.

EMERGENCY MANAGEMENT ISSUES

BRAG Meeting-Chairman Perry

BRAG is holding a Flood Risk Study kickoff meeting at 10:30 a.m. on July 10, 2024.

ARPA/LATCF

No ARPA or LATCF items were discussed

PUBLIC INTERESTS / PRESENTATIONS / CONCERNS

Ag Land Trust and Conservation Easements-Debbie VanNoy

Deborah VanNoy, board member of the Utah Ag Land Trust, explained what conservation easements do for agriculture. She explained that the land owner is not giving up ownership of the land, but is giving up certain rights to limit certain uses of the land. It is used to protect and preserve land and open spaces. She described how the easements have conservation at the state and federal levels.

Commissioner Summers explained that we have several easements in our county.

Commissioner Bingham stated if an agriculture owner has a conservation easement on his property which limits development on his property, but it does not limit development on the neighbors property, it then creates a problem.

Deborah explained that the hope is that when one property is placed in a conservation easement that other neighbors will follow suit.

ATTACHMENT NO. 2 Presentation

Presentation for Re-routing a Small Portion of the Road in the Devil's Gate Valley to Bypass a Spring Source and Beaver Pond-Skip Warner

Skip Warner of the Devils Gate area expressed appreciation for Commissioner Summers and Road Supervisor Darin McFarland for their time. He explained how the public destroys the beavers' habitat in this area. The road curves mostly around the pond. He showed how the area is sensitive because of a natural spring at the head of the pond. Due to public use of the road and the heavy ATV use, it is prohibiting the beavers from living. He proposed a new area for the road to be placed.

Commissioner Summers asked if the Forest Service was okay with the road placement changing.

Skip Warner explained the area is private and that the road is a public county road. He also stated the land owners would approve of the change.

Road Supervisor Darin McFarland explained the road change would be steeper and would require engineering to be done to check for feasibility.

Commissioner Summers explained the next step would be for the property owners to come in and request change and engineering.

Commissioner Bingham stated this is a common problem with society, he asked how they plan to stop the public from going around the other way.

Skip Warner stated he would like to put up a gate and a fence.

Chairman Perry explained the county will need to verify with the land owners and engineers.

ATTACHMENT NO. 3 Presentation

AUDITOR'S OFFICE

2024 Tax Sale Results-Shirlene Larsen

Auditor Shirlene Larsen presented the 2024 Tax Sale results for ratification. She explained that several of the properties out in the west desert area were struck back to the county this year.

MOTION: Commissioner Summers made a motion to ratify the 2024 Tax Sale. The motion was seconded by Commissioner Bingham and unanimously carried on a roll call vote of Chairman Perry voting Yea, Commissioner Bingham voting Yea, and Commissioner Summers voting Yea.

COMMUNITY DEVELOPMENT

Pending Ordinance- Amend Chapter 6-3 - Agriculture Subdivisions-Scott Lyons

Community Development Director Scott Lyons stated they are requesting that the Agricultural Subdivision Chapter 6-3 of the Land Use Code be placed into a pending ordinance status. This will allow the county six months to modify the language within the chapter without outside applications being processed. Applicants will be notified if an application is received within the next six months.

Scott Lyons gave an example of a problematic agricultural subdivision, describing how it allows a developer to not improve roads or have fire suppression for the homeowners. This passes the cost of the infrastructure on to the taxpayer. He said they are looking for language to close the loophole so this can not happen again.

MOTION: Commissioner Bingham made a motion to approve the pending ordinance status for Chapter 6-3 of the Land Use Code. The motion was seconded by Commissioner Summers and unanimously carried on a roll call vote of Chairman Perry voting Yea, Commissioner Bingham voting Yea, and Commissioner Summers voting Yea.

FIRE DEPARTMENT

Approval CAL MTN Lease Agreement #24-30 to Allow the County to Utilize Space and Attachment Locations for the County's Transmission and Receipt of Radio Electrical Signals-Kevin Lloyd

Box Elder County Fire Marshal Kevin Lloyd explained Agreement #24-30 is for Cal Mountain where we have radio and paging equipment. We lease this from Teton Communications. He further explained the agreement will need some additional adjustments before its final.

MOTION: Commissioner Summers made a motion to approve Cal Mountain lease agreement #24-30 pending legal review. The motion was seconded by Commissioner Bingham and unanimously carried on a roll call vote of Chairman Perry voting Yea, Commissioner Bingham voting Yea, and Commissioner Summers voting Yea.

ATTACHMENT NO. 4 Lease Agreement #24-30

Approval for Billing Contract #24-28 for EMS to be Contracted Through and Provided by Gold Cross Business Associate Contract #24-29 for County EMS Calls-Kevin Lloyd

Box Elder County Fire Marshal Kevin Lloyd explained that Ambulance and Transport Service in Grouse Creek and Park Valley has never had any billing for it. He stated they would like to contract with Gold Cross to do the billing for the transport for a minimal fee and set up fee.

MOTION: Commissioner Bingham made a motion to approve Contract #24-28 and #24-29 for Gold Cross services. The motion was seconded by Commissioner Summers and unanimously carried on a roll call vote of Chairman Perry voting Yea, Commissioner Bingham voting Yea, and Commissioner Summers voting Yea.

ATTACHMENT NO. 5 Contract #24-28

ATTACHMENT NO. 6 Contract #24-29

LANDFILL

Update to the Hours of Operation at the Box Elder County Landfill-Gina Allen

Landfill Supervisor Gina Allen requested a schedule change to begin September 1, 2024. The change would be Monday through Friday 7:30 am to 5:00 pm and open every Saturday 7:30 am to 3:30 pm. The hope is this change will stop the confusion from the alternating hours and days for Saturdays.

Commissioner Summers recommended to put up signs and to make the hours of operation be on the whole hour and not the half hour.

Gina Allen described that there are currently signs.

MOTION: Commissioner Summers made a motion to approve the updated hours of operation for the Box Elder County Landfill. The motion was seconded by Commissioner Bingham and unanimously carried on a roll call vote of Chairman Perry voting Yea, Commissioner Bingham voting Yea, and Commissioner Summers voting Yea.

Public Comment

Deana Hardy Brigham City expressed that she and the Committee of Liberty were disappointed during the recent audit of the 2024 election. She stated that the state has the ability to choose what boxes need to be audited. She feels like the people should choose. She asked to see the names of the people who voted in person and was denied. She feels the names of the people who voted are not a secret. She feels that mail in ballots are not a secret ballot because the people have to sign the ballot envelope. The Box Elder Committee of Liberty petitions the county and state to stop mass mail-in voting. She also petitions the county and state to stop the intimidation and undue influence allowing and enabling voting to take place in people's homes and keep them at a secure voting level in the precincts. She would like mass mail-in ballots to be made obsolete.

Fred Hayes of Bear River precinct, stated that he just witnessed the canvass operation and none of the precinct counts were witnessed by precinct members. He expressed displeasure with ES&S computers and stated the developers are corrupt and from foreign countries. He stated the precincts want their rights. He reminded the commissioners that their signature on the canvass certificate does not, he feels, account for accuracy of the counts.

WARRANT REGISTER – COMMISSIONERS

The Warrant Register was signed and the following claims were approved: Claim numbers 124089 through 124155 in the amount of \$432,148.75, 124008 through 124010 and 124050 through 124088 in the amount of \$2,069,592.76 with voided claim number 123766 and 124001, and claim numbers 124011 through 124049 in the amount of \$514,856.39 with voided claim numbers 123812 and 123908.

PERSONNEL ACTIONS/VOLUNTEER ACTION FORMS – COMMISSIONERS

Employee Name:	Department:	PA Type:	Effective Date:
SMITH, MARGARET	COUNTY FAIR	VOLUNTEER	07/09/2024
SMITH, THEODORE KAY	COUNTY FAIR	VOLUNTEER	07/09/2024
ALLRED, DENNIS	COUNTY FAIR	VOLUNTEER	07/09/2024
MILLER, MARIE	COUNTY FAIR	VOLUNTEER	07/09/2024
WILLIAMS, TOSA ARLENE	COUNTY FAIR	VOLUNTEER	07/09/2024
WILLIAMS, BAYLEE MICHELLE	COUNTY FAIR	VOLUNTEER	07/09/2024
MACKLEY, JOSHUA	FIRE MARSHAL	VOLUNTEER	07/09/2024
NIELSEN, MERIDETH	FIRE MARSHAL	VOLUNTEER	07/09/2024
SMITH, RYAN	FIRE MARSHAL	VOLUNTEER	07/09/2024
BENNETT, JASON	FIRE MARSHAL	VOLUNTEER	07/09/2024
JACKSON, GRAYSON	FIRE MARSHAL	VOLUNTEER	07/09/2024
JACKSON, TAYLOR LOUISE	FIRE MARSHAL	VOLUNTEER	07/09/2024
NIELSEN, TJ	FIRE MARSHAL	VOLUNTEER	07/09/2024
BARKER, TODD	FIRE MARSHAL	VOLUNTEER	07/09/2024
MARSHALL, PENNY	FIRE MARSHAL	VOLUNTEER	07/09/2024
MARSHALL, PAUL	FIRE MARSHAL	VOLUNTEER	07/09/2024
HARPER, JESSICA	FIRE MARSHAL	VOLUNTEER	07/09/2024
ISAACSON, DON BRADLY	FIRE MARSHAL	VOLUNTEER	07/09/2024
RICHARDS, TRENTON	FIRE MARSHAL	VOLUNTEER	07/09/2024
RICHARDS, JERRY TODD	FIRE MARSHAL	VOLUNTEER	07/09/2024
SMITH, DESILEE	FIRE MARSHAL	VOLUNTEER	07/09/2024
SMITH, RUSTY	FIRE MARSHAL	VOLUNTEER	07/09/2024
SWENSON, DYLEN	FIRE MARSHAL	VOLUNTEER	07/09/2024
MARSHALL, CARLEE	FIRE MARSHAL	VOLUNTEER	07/09/2024
MARSHALL, NICHOLAS	FIRE MARSHAL	VOLUNTEER	07/09/2024
BICE, ERIN	FIRE MARSHAL	VOLUNTEER	07/09/2024
BICE, JUSTIN	FIRE MARSHAL	VOLUNTEER	07/09/2024
NELSON, SHERRY	FIRE MARSHAL	VOLUNTEER	07/09/2024
JOHNSON, CHASE	FIRE MARSHAL	VOLUNTEER	07/09/2024

BRAEGGER, KENNETH	FIRE MARSHAL	VOLUNTEER	07/09/2024
JESSOP, RACHEL	FIRE MARSHAL	VOLUNTEER	07/09/2024
YOUNGER, DOUGLAS	FIRE MARSHAL	VOLUNTEER	07/09/2024
MCKAY, RANDI	FIRE MARSHAL	VOLUNTEER	07/09/2024
MUND, VAN	FIRE MARSHAL	VOLUNTEER	07/09/2024
HARTLEY, KIRK	FIRE MARSHAL	VOLUNTEER	07/09/2024
MACKLEY, JOSHUA	FIRE MARSHAL	VOLUNTEER	07/09/2024
RACKHAM, JON	FIRE MARSHAL	VOLUNTEER	07/09/2024
MUND, ROD	FIRE MARSHAL	VOLUNTEER	07/09/2024
STOCKS, MINDY	FIRE MARSHAL	VOLUNTEER	07/09/2024
INGLET, CORY	FIRE MARSHAL	VOLUNTEER	07/09/2024
PALMER, RONALD	FIRE MARSHAL	VOLUNTEER	07/09/2024
MITCHELL, JON	FIRE MARSHAL	VOLUNTEER	07/09/2024
GARN, SEAN	FIRE MARSHAL	VOLUNTEER	07/09/2024
UDY, NATALEE	FIRE MARSHAL	VOLUNTEER	07/09/2024
VERHAAL, JOEL	FIRE MARSHAL	VOLUNTEER	07/09/2024
VERHAAL, KIRK	FIRE MARSHAL	VOLUNTEER	07/09/2024
SMITH, GORDON C	FIRE MARSHAL	VOLUNTEER	07/09/2024
RICHARDS, JERRY TODD	FIRE MARSHAL	VOLUNTEER	07/09/2024
RICHARDS, TRENTON	FIRE MARSHAL	VOLUNTEER	07/09/2024
JENSEN, TYLER	FIRE MARSHAL	VOLUNTEER	07/09/2024
HIGLEY, NICHOLAS	FIRE MARSHAL	VOLUNTEER	07/09/2024
GARN, BRIAN	FIRE MARSHAL	VOLUNTEER	07/09/2024
SOFFE, DALLEN	FIRE MARSHAL	VOLUNTEER	07/09/2024
STEELE, DUNCAN	FIRE MARSHAL	VOLUNTEER	07/09/2024
NELSON, DANIEL	FIRE MARSHAL	VOLUNTEER	07/09/2024
BENGTZEN, JADE	FIRE MARSHAL	VOLUNTEER	07/09/2024
YOUNGER, PRESTON	FIRE MARSHAL	COMPENSATION CHANGE	07/23/2024
YOUNGER, PRESTON	FIRE MARSHAL	TEMP COMPENSATION CHANGE	07/23/2024
BUNDERSON, MICHAEL	SHERIFF'S OFFICE	NEW HIRE	07/08/2024
CHAMPI, KATHERINE	SHERIFF'S OFFICE	COMPENSATION CHANGE	07/02/2024
SCOTT, JOSHUA	SHERIFF'S OFFICE	TRANSFER	07/01/2024
SCHABER, DAVID	ROAD DEPARTMENT	REHIRE	06/25/2024
SCHABER, DAVID	ROAD DEPARTMENT	CELL PHONE ALLOWANCE	06/25/2024
SOUTHWICK, BYRON	ATTORNEY'S OFFICE	NEW HIRE	07/01/2024
GIBBONS, ALEXIS	FIRE MARSHAL	STATUS CHANGE	06/17/2024
JENSEN, BLAKE	SHERIFF'S OFFICE	NEW HIRE	07/01/2024
GRAVES, ZACHARY	SHERIFF'S OFFICE	PROMOTION	06/24/2024
CUTTS, KATELYNN	HUMAN RESOURCES	VOLUNTEER	07/09/2024
WRIGHT, CHERSTEN	ELECTIONS	REHIRE	06/17/2024
RANSOM, MIKE	ELECTIONS	REHIRE	06/24/2024
YOUNG, KERRIE	ELECTIONS	REHIRE	06/24/2024
ATKINSON, JEANETTE	ELECTIONS	REHIRE	06/24/2024
THOMPSON, SHAUNA	ELECTIONS	REHIRE	06/24/2024
BURGAN, KELLY	ELECTIONS	REHIRE	06/24/2024
SELMAN, LORAIN	ELECTIONS	REHIRE	06/24/2024

PETERSEN, JIMMY	ELECTIONS	REHIRE	06/24/2024
EDDINGTON, JOLENE	ELECTIONS	REHIRE	06/24/2024
LARSEN, SARAH	ELECTIONS	REHIRE	06/18/2024
REYNOZA, EDWIN	SHERIFF'S OFFICE	COMPENSATION CHANGE	7/14/2024
COMPTON, NIKKI	ROAD DEPARTMENT	COMPENSATION CHANGE	07/29/2024
SPENCER, DOUGLAS	ROAD DEPARTMENT	COMPENSATION CHANGE	07/29/2024
MARSHALL, KADEN	ROAD DEPARTMENT	COMPENSATION CHANGE	07/29/2024
MARSHALL, KADEN	ROAD DEPARTMENT	TEMP COMPENSATION CHANGE	07/29/2024
DESPAIN, WILLOW	ROAD DEPARTMENT	COMPENSATION CHANGE	07/02/2024
BUXTON, RYAN	LANDFILL	COMPENSATION CHANGE	07/08/2024
BENNETT, CHRISTIN	COMMISSION	TEMP COMPENSATION CHANGE	07/01/2024
HANSEN, MARCI	JUSTICE COURT	TEMP COMPENSATION CHANGE	07/01/2024
PEREZ, SANDY	JUSTICE COURT	TEMP COMPENSATION CHANGE	07/01/2024
SATTERTHWAITE, CASEY	JUSTICE COURT	TEMP COMPENSATION CHANGE	07/01/2024
BLACK, DIANE	HUMAN RESOURCES	TEMP COMPENSATION CHANGE	07/01/2024
HERNANDEZ, MARIANA	HUMAN RESOURCES	TEMP COMPENSATION CHANGE	07/01/2024
ADAMS, NATHAN	AUDITOR'S OFFICE	TEMP COMPENSATION CHANGE	07/01/2024
CAPELL, JOSHUA	AUDITOR'S OFFICE	TEMP COMPENSATION CHANGE	07/01/2024
FARNES, DANIEL	AUDITOR'S OFFICE	TEMP COMPENSATION CHANGE	07/01/2024
HENDRICKSON, ASHLEY	AUDITOR'S OFFICE	TEMP COMPENSATION CHANGE	07/01/2024
POWELL, MARCIE	AUDITOR'S OFFICE	TEMP COMPENSATION CHANGE	07/01/2024
MILES, STACY	TREASURER'S OFFICE	TEMP COMPENSATION CHANGE	07/01/2024
MUNIZ, ALEXANDRA	TREASURER'S OFFICE	TEMP COMPENSATION CHANGE	07/01/2024
NELSON, STACIE	TREASURER'S OFFICE	TEMP COMPENSATION CHANGE	07/01/2024
BENNETT, KELSEY	RECORDER'S OFFICE	TEMP COMPENSATION CHANGE	07/01/2024
NELSON, BRYANT	RECORDER'S OFFICE	TEMP COMPENSATION CHANGE	07/01/2024
SMITH, JESSICA	RECORDER'S OFFICE	TEMP COMPENSATION CHANGE	07/01/2024
SULLY, OAKLEE	RECORDER'S OFFICE	TEMP COMPENSATION CHANGE	07/01/2024
FRASSRAND, STACIE	ATTORNEY'S OFFICE	TEMP COMPENSATION CHANGE	07/01/2024
GLOSSON, RACHEL	ATTORNEY'S OFFICE	TEMP COMPENSATION CHANGE	07/01/2024
WARDLE, BLAIR	ATTORNEY'S OFFICE	TEMP COMPENSATION CHANGE	07/01/2024
BROWN, CHRISTINA	ASSESSOR'S OFFICE	TEMP COMPENSATION CHANGE	07/01/2024
ERICKSON, TY	ASSESSOR'S OFFICE	TEMP COMPENSATION CHANGE	07/01/2024
CLUFF, MICHELLE	VICTIM SERVICES	TEMP COMPENSATION CHANGE	07/01/2024
TALLANT, TAMIE	VICTIM SERVICES	TEMP COMPENSATION CHANGE	07/01/2024
PETERSEN, RANDY	BUILDINGS/GROUNDS	TEMP COMPENSATION CHANGE	07/01/2024
GIBSON, TAMMY	CLERK'S OFFICE	TEMP COMPENSATION CHANGE	07/01/2024
WAGER, MARCUS	COMMUNITY DEVELOPMENT	TEMP COMPENSATION CHANGE	07/01/2024
FERNELIUS, JESSIE	BUILDING INSPECTION	TEMP COMPENSATION CHANGE	07/01/2024
GREEN, TYSON	BUILDING INSPECTION	TEMP COMPENSATION CHANGE	07/01/2024
WARD, DALE KIRK	BUILDING INSPECTION	TEMP COMPENSATION CHANGE	07/01/2024
CROCKETT, LYNNETTE	TOURISM	TEMP COMPENSATION CHANGE	07/01/2024
NEEDHAM, MORGAN	SHERIFF'S OFFICE	TEMP COMPENSATION CHANGE	07/01/2024
CARILLO, MONICA	SHERIFF'S OFFICE	TEMP COMPENSATION CHANGE	07/01/2024
LLUCH, ELOISA	SHERIFF'S OFFICE	TEMP COMPENSATION CHANGE	07/01/2024
ANDERSON, KYLEE	SHERIFF'S OFFICE	TEMP COMPENSATION CHANGE	07/01/2024

HECKERT, DENISE	SHERIFF'S OFFICE	TEMP COMPENSATION CHANGE	07/01/2024
WILLARD, LANA	SHERIFF'S OFFICE	TEMP COMPENSATION CHANGE	07/01/2024
JOHNSON, ELIZABETH	SHERIFF'S OFFICE	TEMP COMPENSATION CHANGE	07/01/2024
FREEZE, WYATT	WEED DEPARTMENT	TEMP COMPENSATION CHANGE	07/01/2024
MARSHALL, KADEN	WEED DEPARTMENT	TEMP COMPENSATION CHANGE	07/01/2024
RICHARDS, COURTLAND	WEED DEPARTMENT	TEMP COMPENSATION CHANGE	07/01/2024
BARFUSS, JUSTIN	ROAD DEPARTMENT	TEMP COMPENSATION CHANGE	07/01/2024
BERRY, ERIC	ROAD DEPARTMENT	TEMP COMPENSATION CHANGE	07/01/2024
BURNETT, MICHAEL	ROAD DEPARTMENT	TEMP COMPENSATION CHANGE	07/01/2024
BURT, JABEZ	ROAD DEPARTMENT	TEMP COMPENSATION CHANGE	07/01/2024
CHRISTOFFERSEN, CHANDLER	ROAD DEPARTMENT	TEMP COMPENSATION CHANGE	07/01/2024
COMPTON, NIKKI	ROAD DEPARTMENT	TEMP COMPENSATION CHANGE	07/01/2024
DESPAIN, WILLOW	ROAD DEPARTMENT	TEMP COMPENSATION CHANGE	07/01/2024
DOUGLAS, FRED	ROAD DEPARTMENT	TEMP COMPENSATION CHANGE	07/01/2024
GLADE, DAVID	ROAD DEPARTMENT	TEMP COMPENSATION CHANGE	07/01/2024
HAWKES, JON	ROAD DEPARTMENT	TEMP COMPENSATION CHANGE	07/01/2024
HINDBERG, BRIAN	ROAD DEPARTMENT	TEMP COMPENSATION CHANGE	07/01/2024
KIMBER, CODY	ROAD DEPARTMENT	TEMP COMPENSATION CHANGE	07/01/2024
PAGE, JAMES	ROAD DEPARTMENT	TEMP COMPENSATION CHANGE	07/01/2024
SCHABER, DAVID	ROAD DEPARTMENT	TEMP COMPENSATION CHANGE	07/01/2024
SIEG, HANS	ROAD DEPARTMENT	TEMP COMPENSATION CHANGE	07/01/2024
NELSON, HEATHER	BOOKMOBILE	TEMP COMPENSATION CHANGE	07/01/2024
SHANDREW, JOSHUA	BOOKMOBILE	TEMP COMPENSATION CHANGE	07/01/2024
WESTERGARD, KELLI	BOOKMOBILE	TEMP COMPENSATION CHANGE	07/01/2024
ADAMS, AMY	FAIRGROUNDS	TEMP COMPENSATION CHANGE	07/01/2024
JONES, KENDAL	FAIRGROUNDS	TEMP COMPENSATION CHANGE	07/01/2024
GIBBONS, ALEXIS	FIRE MARSHAL	TEMP COMPENSATION CHANGE	07/01/2024
LOGHRY, ASHLIE	FIRE MARSHAL	TEMP COMPENSATION CHANGE	07/01/2024
YOUNGER, PRESTON	FIRE MARSHAL/SHERIFF	TEMP COMPENSATION CHANGE	07/01/2024
ASHTON, DOUGLAS	LANDFILL	TEMP COMPENSATION CHANGE	07/01/2024
BALLARD, CARSON	LANDFILL	TEMP COMPENSATION CHANGE	07/01/2024
BURTON, JAMES	LANDFILL	TEMP COMPENSATION CHANGE	07/01/2024
BUXTON, RYAN	LANDFILL	TEMP COMPENSATION CHANGE	07/01/2024
CLARK, JACQUELINE	LANDFILL	TEMP COMPENSATION CHANGE	07/01/2024
FREW, CORY	LANDFILL	TEMP COMPENSATION CHANGE	07/01/2024
MABUS, REML	LANDFILL	TEMP COMPENSATION CHANGE	07/01/2024
SPARKS, LANDON	LANDFILL	TEMP COMPENSATION CHANGE	07/01/2024
THOMPSON, HEATH	LANDFILL	TEMP COMPENSATION CHANGE	07/01/2024
VAN TASSELL, ALEESHA	LANDFILL	TEMP COMPENSATION CHANGE	07/01/2024


CLOSED SESSION

There was no closed session.

ADJOURNMENT

A motion was made by Commissioner Summers to adjourn. Commissioner Bingham seconded the motion, and the meeting adjourned at 5:50 pm.

ADOPTED AND APPROVED in regular session this 17th day of July 2024.



Lee Perry, Chairman



Boyd Bingham, Commissioner



Stan Summers, Commissioner

ATTEST:



Marla Young, Clerk



COUNTY COMMISSION MEETING

Commission Chambers, 01 South Main Street, Brigham City, Utah 84302

Tuesday, July 09, 2024 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 Tuesday July 9, 2024 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 5:00 P.M.

- A. Invocation Given by: Commissioner Bingham
- B. Pledge of Allegiance Given by: Fire Marshall Kevin Lloyd
- C. Approve Minutes from June 19, 2024.

3. ADMINISTRATIVE REVIEW / REPORTS / FUTURE AGENDA ITEMS

4. FORMER AGENDA ITEMS

5. EMERGENCY MANAGEMENT ISSUES

6. ARPA/LATCF

7. PUBLIC INTERESTS / PRESENTATIONS / CONCERNS

- A. 5:08 Ag Land Trust and Conservation Easements-Debbie VanNoy
- B. 5:13 Presentation for Re-routing a Small Portion of the Road in the Devil's Gate Valley to Bypass a Spring Source and Beaver Pond-Skip Warner

8. AUDITOR'S OFFICE

- A. 5:18 2024 Tax Sale Results-Shirlene Larsen

9. COMMUNITY DEVELOPMENT

- A. 5:23 Pending Ordinance- Amend Chapter 6-3 - Agriculture Subdivisions-Scott Lyons

10. FIRE DEPARTMENT

- A. 5:25 Approval CAL MTN Lease Agreement #24-30 to Allow the County to Utilize Space and Attachment Locations for the County's Transmission and Receipt of Radio Electrical Signals-Kevin Lloyd
- B. 5:30 Approval for Billing Contract #24-28 for EMS to be Contracted Through and Provided by Gold Cross Business Associate Contract #24-29 for County EMS Calls-Kevin Lloyd

11. LANDFILL

A. 5:35 Update to the Hours of Operation at the Box Elder County Landfill-Gina Allen

12. 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.

13. WARRANT REGISTER

14. PERSONNEL ACTIONS / VOLUNTEER ACTION FORMS / CELL PHONE ALLOWANCE

15. CLOSED SESSION

16. ADJOURNMENT

Prepared and posted this 5th day of July, 2024. Mailed to the Box Elder News Journal and the Leader on the 5th of July, 2024. 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.

QUALITY

UTAH AGRICULTURAL

LAND TRUST



© QUALITY 2023

Protect Utah Ag Lands With Conservation Easements

SMITHSONIAN

What is a Conservation Easement?

- Selectively removes rights from the title of the
- Individually tailored
- Filed at the courthouse
- A legal agreement provided for under state law federal IRS code
- Protects specific conservation values
- Generally perpetual in nature
- Runs with the land: binding on all future owners

Types of Easements

- ▶ **Easement by Reservation:** property owner retains certain rights to property DURING ownership transfer.
- ▶ **Easement by Implication:** access neighbors gravel road to access main highway
- ▶ **Easement by Prescription:** flag lot where property needs to use neighbors gravel road to access main highway. (Also easement by implication or express easement.)
- ▶ **Easement by access:** utility easement
- ▶ **Easement by Grant:** creation of an easement by one party expressly transferring the easement to another party. UALT and private landowner creation of an easement.



Utah Code-Land Conservation Easement Act

... For the purpose of preserving and maintaining land or water areas predominantly in a natural, scenic, or open condition, or for recreational, **agricultural**, cultural, wildlife habitat or other use or condition consistent with the protection of open land.



Federal IRS Code Section 170(h)

Qualified Organizations

is described in section 501 (c) (3)

In general, for purposes of this subsection, the term "conservation purpose" means

the preservation of open space (including **farmland** and forest land) where such preservation is for the scenic enjoyment of the general public or

pursuant to a clearly delineated Federal, **State or local government conservation policy**, and will yield a significant public benefit or

the preservation of an **historically important land area** or a ce historic structure.

◆ Agricultural Conservation Easement

- Limits future non-ag use, but encourages ag enterprises
- Permits construction of new agricultural buildings, fences, waterings, and residential dwellings
- Does not require public access
- Does not provide immunity from condemnation
- Can be terminated but only under rare circumstances

► Purpose of Conservation Easements

- Protection of significant natural and ecological resources
- Protection of historical resources
- Public access for recreation or education
- Protection of specific values
 - . . . protect the viability and productive use of agricultural lands which also protecting their conservation values.



NRCS Agricultural Conservation Easement Program Definition

ACEP protects the agricultural viability and related conservation values of eligible land by limiting nonagricultural uses which negatively affect agricultural uses and conservation values, protect grazing uses and related conservation values by restoring or conserving eligible grazing land, and protecting and restoring and enhancing wetlands on eligible land.

Legal Basis for Agricultural Conservation

- ▶ **Local Land Use Planning**
 - ▶ Municipality or county land use planning
- ▶ **State Policies**
 - ▶ Greenbelt Ag Protection & Tax Relief
 - ▶ 1985 Utah Land Conservation Easement Act (Utah Code Title 57, Chapter 18)
- ▶ **Federal Internal Revenue Code**
 - ▶ Internal Revenue Code Section 170 (h) (4) (A) (iii): *the preservation of open space (including farmland and forest land) where such preservation is:*
 - ▶ IRC Sec. 170(h) (4) (A) (iii) (I): *for the scenic enjoyment of the general public,*
 - ▶ IRC Sec. 170(h) (4) (A) (iii) (II): *pursuant to clearly delineated federal, state, or local governmental conservation policy, and will yield a significant public benefit.*

Older Co. Lands

2021 Survey Results

- 94% — "actively preserve orchards"
- 92% — "actively preserve prime farmland for farming/ranching"



Box Elder County

- ▶ 1.2 million acres in agriculture
- ▶ 44% of land privately-owned (remaining federal and state)
- ▶ Beef cattle production appears steady year over year
- ▶ Over 50% of ag producers are between 35-64 years of age.

Does Your Ag Land Qualify?

- Significant farming operation - staying ag serves public good
- Smaller parcels – scenic/open space features
- Along major roadways – preserves scenic views
- Scenic brooks, rivers, lakes – visual & watershed protection
- Historic value of property
- Wildlife on property



Benefits of Conservation Easement for

Ag Landowner

- Farmer/rancher sells
- Development rights; land remains
- Agriculture to perpetuity
- Landowner is paid by Land Trust
- to keep land in ag
- Ag landowner can sell for ag
- purposes only...but can sell
- donated land qualifies for
- generous federal tax benefits




Financial Model

Developable Value	Undevelopable Value (Ag Value)	Value of the Easement
\$2,700,000	\$1,500,000	\$1,200,000 (the difference)

The value of the easement - \$1,200,000

- donate to the Land Trust (federal tax benefits)
- purchased by the Land Trust (money paid upfront)
- partial sale/partial donation (combination also termed *Bargain Sale*)



Ordinary landowner - up to 50% adjusted gross income can be deducted from federal taxes and carried forward for 15 years



Full time farming operation, can deduct 100% of adjusted gross income from federal taxes with 1 year carry forward rule.

Donated Easements

In our example, the value of the charitable contribution generated through the donation of conservation easement is \$1,200,000. Let's assume that the landowner's adjusted gross income tax purposes is \$150,000, which remains constant. The deduction resulting from the easement is as follows: (50 percent of \$150,000 = \$75,000):

Year of Contribution	
Carry Forward to Year 1	\$75,000
Carry Forward to Year 2	\$75,000
Carry Forward to Year 3	\$75,000
Carry Forward to Year 4	\$75,000
Carry Forward to Year 5	\$75,000
Carry Forward to Year 6	\$75,000
Carry Forward to Year 7	\$75,000
Carry Forward to Year 8	\$75,000
Carry Forward to Year 9	\$75,000
Carry Forward to Year 10	\$75,000
Carry Forward to Year 11	\$75,000
Carry Forward to Year 12	\$75,000
Carry Forward to Year 13	\$75,000
Carry Forward to Year 14	\$75,000
<u>Carry Forward to Year 15</u>	<u>\$75,000</u>
Total deduction	\$1,200,000

57 Acre Ag Property in Heber Valley (Summit Co.) \$3,780,000 Conservation Easement Value



- Wasatch Co. Open Space Fund \$790,000
- Ag Landowner \$1.1 million Donation
- Utah Open Lands Land Tru \$1.89 million

Combined Funding (AKA Bargain Sale)

Bargain Sale on Purchased Easement

Fair Mkt. Value

\$10 million

Ag Value

\$7 million

Conservation

Easement

Value

\$3 million

Bargain Sale – Ag landowner receives part of CE value in cash and part they donate to land trust.

\$3 million

CE Value

— **\$1.7 million**

Paid to landowner (IRS Form 1099 Income)

\$1.3 million

**Donated by ag landowner to land trust
(provides deduction from cap. gains on \$1.7 million)**

Benefits of Conservation Easements

- ▶ Ag land remains productive livestock or crop land
- ▶ Natural resources supported (ground water, carbon sequestration, wildlife preservation)
- ▶ Open spaces benefit for all
- ▶ Historical and cultural benefits for all
- ▶ Ag landowner paid outright or receives federal deductions for donated land
- ▶ Food security for Americans



Steps in Process

Receive UALT Introduction Packet

Complete application and return with application fee

JALT visits property to assess land, soil, groundcover, grass, water source, livestock, fencing, buildings, etc.

Board discusses project and votes Yea or Nay on going forward
JALT informs ag landowner of Board decision

If yes and MOU is signed by both parties, project moves forward



Utah Agricultural Land Trust

Deborah Van No
435-770-7095



**Presentation for Re-routing
a Small Portion of the Road
in the Devil's Gate Valley to
Bypass a Spring Source and
Beaver Pond**

Destruction of pond by public.

Building some kind of raft and left metal material in the foreground.

We had to spend time and resources to remove all the material.

Many shell casings have been found on the road in the background.



Springhead abuse by ATV riders.

**This springhead is the start
of this of this particular
drainage, which supplies
water to Box Elder County.**



Trespassing near and by the Beaver pond.

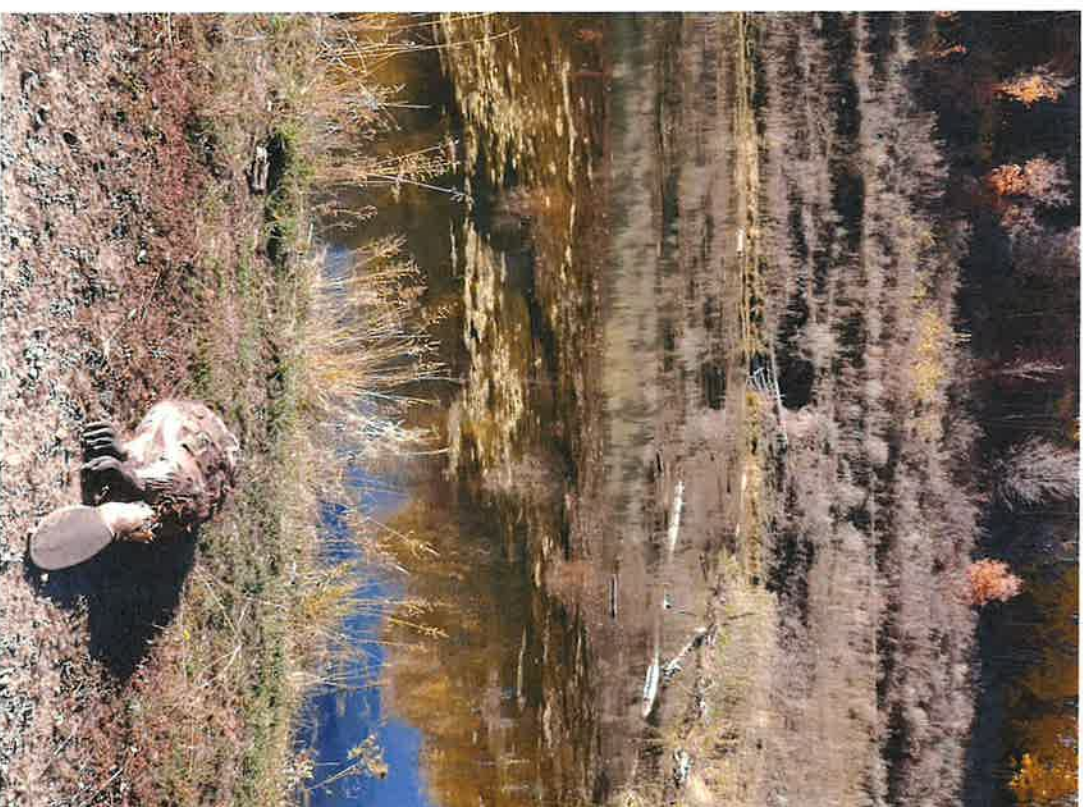


**Constant traffic around Beaver pond
not allowing beavers access to food**



**Found the dead
Beaver on October
17, 2023**

**The dike on the pond was
torn up with logs thrown
out into the pond.**



DRN Report on Scene 10/18/2023

118249026

Department of Natural Resources - PO Box 146301 Salt Lake City UT 84114-6301

Incident

Report Number: R1554312

Incident Number: 118249026

Agency: Department of Natural Resources

DNR Location Code: Undefined - Brigham City (300-350-BUN)

Occurred: Oct 17, 2023, midnight - Oct 18, 2023, 10 a.m.

Reported: Oct 20, 2023, 8:35 a.m.

Reporting Officer

Name: Olson, Brandon Rick

Employee Number: 156776

Badge Number: 156776

Unit Number: 1A30

Log Number: L2377260

Narrative

Initial Report

On 10/18/23, I (Conservation Officer Brandon OLSON) received information from Skip WARNER. WARNER stated the on the previous day 10/17/23, he was driving through his property on the Devils Gate Valley Rd. When he observed a dead beaver on the road next to a beaver pond. WARNER went on to explain all the issues he had with people trespassing on his property due to the fact the road going through his property is public access to the Forest Service Property. However, people are not allowed to leave the main road. WARNER stated that he did not really look closely at the Beaver carcass so he was unsure if it was shot. WARNER provided pictures of the beaver carcass as well as GPS coordinates of its location.

Arrival On Scene

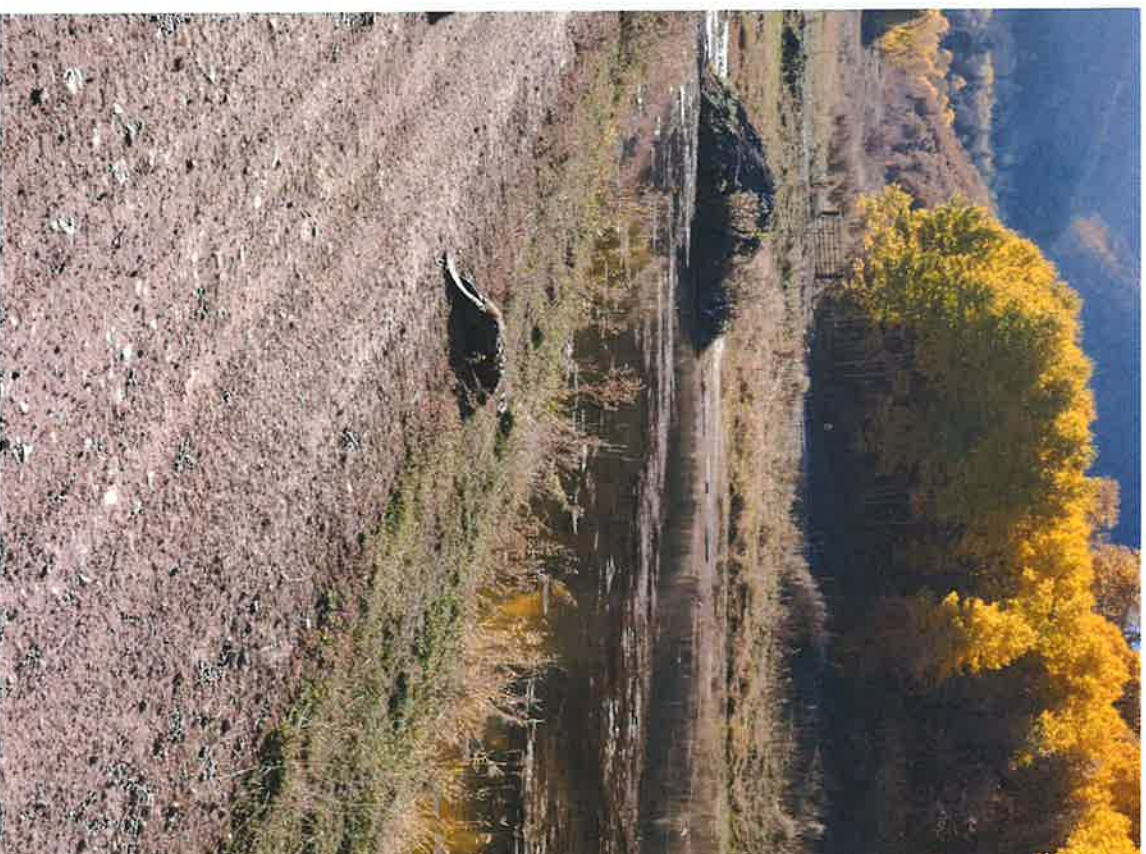
On 10/18/23, I arrived at the location given by WARNER. I found a Beaver carcass laying on the North shoulder of the Devils Gate Valley Rd. Next to the road was a pond with a Beaver lodge. The Beaver has a little bit of blood coming from its mouth and nose. I examined the carcass and could find no signs of a bullet wound and there was no other blood on the carcass. When I felt along the backbone of the carcass I could tell that it was broken about mid back. Due to the location of the carcass (on the shoulder of the road) and the broken back its cause of death was most likely the result of being hit by a ATV.

I contacted WARNER via telephone and let him know my findings. Photographs of the carcass can be found on the Google Drive.

**This is the only true
Beaver Lodge
in the Devil's Gate
Valley.**

**The public has also
destroyed the lodge in
the past by tearing the
logs off the lodge.**

**Guy Perkins and Shauna
Hart with the Utah
Wildlife Federation have
visited the pond and
support protecting this
sensitive Beaver pond.**



Current Road Layout



Proposed new road in red

Allowing restoration to be completed for Beaver pond



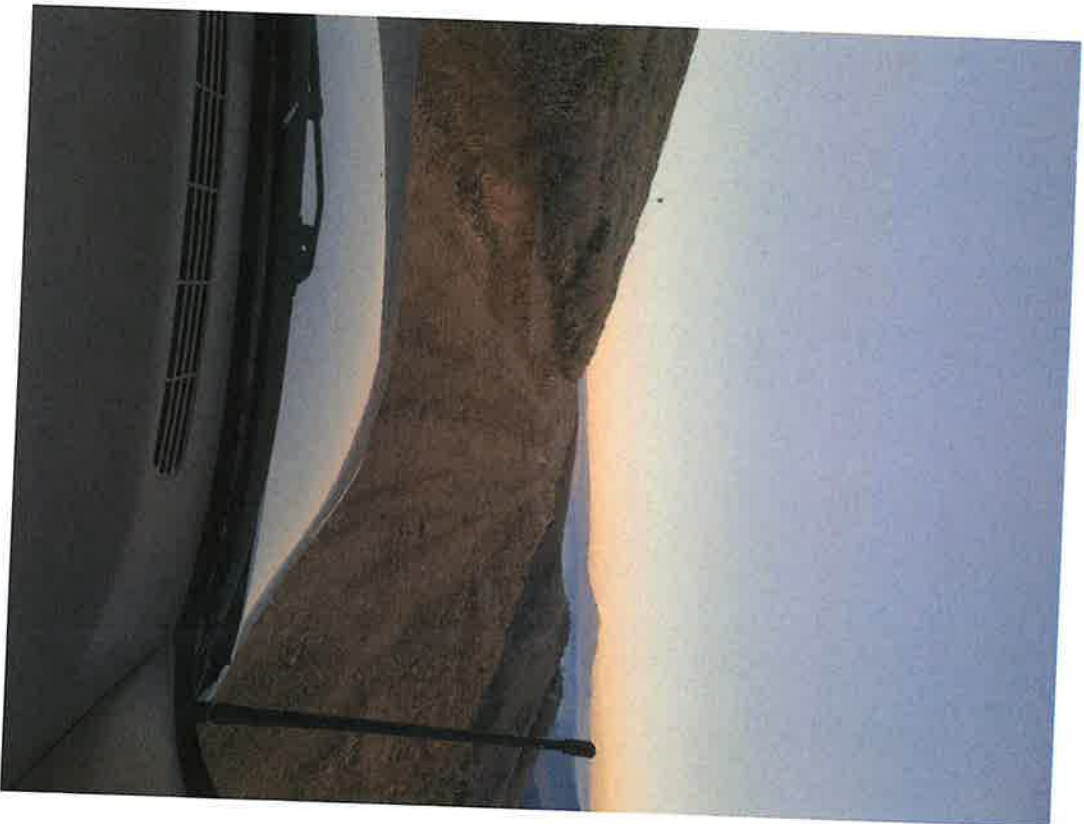
**Proposed new road
would travel below
the Beaver pond.**



The new proposed road would be just to the left of the picture.



**Road cut by Alan Wright with
Rocky Mountain Building LLC
on family property.**



**Work completed on our
property Last year
“24 inch culvert”**



BOX ELDER COUNTY @ CAL MTN. - TOWER SPACE LEASE

This Tower Space Lease ("Lease") is made and entered into the 1st day of May 2024, by and between Teton Communications, Inc, 545 Utah Circle, Idaho Falls, Idaho 83402, hereinafter referred to as "Landlord", and Box Elder County, a Utah Government Entity. ("Tenant").

WHEREAS, Landlord owns and maintains a Communications Facility; tower and equipment shelter geographically located at CAL Mountain (the "Premises") near Tremonton, Utah, as detailed in Exhibit A.

WHEREAS, Tenant desires to occupy, and Landlord is willing to provide, space and attachment locations at the Premises for Tenant's transmission and receipt of radio electrical signals.

NOW, THEREFORE, in consideration of the mutual promises, conditions, and other good and valuable consideration of the parties hereto, the receipt and sufficiency of which is hereby acknowledged, it is covenanted and agreed as follows:

1. Demise of Premises. Landlord hereby lets and demises unto Tenant, and Tenant hereby receives and accepts from Landlord, a portion of the Premises at CAL Mountain, Utah, more particularly described in Exhibit A (the "Premises") attached hereto and made part hereof: The Leased Premises shall include:

- (a) Attachment locations upon the Tower at the Premises, for the placement and affixing of antennas oriented in such directions as shall be in accordance with Tenant's needs, subject to existing attached devices and the limitations of the Tower, as itemized on Exhibit A.
- (b) The Leased Premises shall also include space in a 19" rack in Landlords Building, near the tower foundation for which Tenant can locate its communications equipment.

2. Privileges. Landlord hereby confers upon Tenant the following described privileges appurtenant to the Premises, which shall be irrevocable for the duration hereof:

- (a) The right to place the Tenant's Equipment in Landlords Building, near the Tower on the Premises.
- (b) To place and affix lines for signal carriage between Tenant's Equipment and Tenant's antennas upon the Tower, including both the privilege and the obligation to install a suitable line bridge structure.
- (c) To extend and connect lines for utility services between Tenant's Equipment and utility company service connection points located at the Premises.
- (d) To travel between the Premises and the public road over routes which Landlord is entitled to use.

(e) To traverse common areas of the Premises reasonably necessary to accomplish Tenant's purposes and contemplated herein.

3. Use of Premises. The tenant shall be entitled to use the Leased Premises to install, operate, and maintain thereon antennas and related equipment for the transmission and receipt of radiotelephone and other electrical signals, but for no other use or purpose. Tenant's use of the Premises shall at all times comply with and conform to all laws and regulations applicable thereto and shall be subject to Landlord's review and approval regarding Tenant's placement of antennas and lines upon the Tower, and all other matters which Landlord deems, in Landlord's reasonable opinion, to affect Landlord's own operations or interests. The cost of modifying Landlord's Equipment Shelter at the Premises, including the cost of improving the delivery of utility services to the Premises or making any necessary or desirable alterations to the Tower to accommodate Tenant's antennas, lines, and operations, shall be borne exclusively by Tenant. Landlord agrees to exercise the utmost restraint in rescinding its approval once given for any portion of Tenant's installation, and to refrain from requiring Tenant to undertake later modifications to Landlord's Equipment Shelter without sharing the cost thereof.

4. Initial Term. The initial term of this Lease shall commence on the day construction begins, or on the day this document is executed, whichever occurs first, and shall expire five (5) years from that initial date.

5. Renewal. This Lease shall automatically renew and extend for up to five (5) additional terms of five (5) years each, as the same shall coincide with, and not exceed, the duration of Landlord's right to keep the Tower at the Premises, upon a continuation of all the same provisions hereof.

6. Option to Terminate. Tenant shall have the right to terminate this Lease or any extension thereof at any time after the initial term upon giving Landlord sixty (60) days written notice by certified mail to Landlord at the address shown above.

7. Rent. Tenant shall pay rent ("Rent") to Landlord in the amount of ONE HUNDRED NINETY DOLLARS (\$190.00) per month, which shall be due when construction begins, or six (6) months after this lease is executed, whichever occurs first, and then regularly thereafter on the first day of each calendar month. Landlord shall specify the name, address, and taxpayer identification number of a sole payee (or a maximum two payees) who shall receive rent on behalf of the Landlord. Rent will be prorated for any partial year. Where Tenant and Landlord mutually agree to offset one-time Tower or Leased Premises improvements as required by Tenant, or other special considerations, this Base Rent may be uniquely established for each Premises for the initial term.

On every one (1) year anniversary of the commencement date of the term of this lease, Rent shall be increased by three percent (3%). If, however, the annualized Rent increase over any five (5) year period falls below the Consumer Price Index, then the rent shall instead be increased by the CPI. The Rent shall be adjusted in proportion to the cumulative change in the latest published Consumer Price Index compared to the same index as historically recorded for the month and year in which the term of this Lease commenced. "Consumer Price Index" shall mean the Consumer Price Index for All Urban Consumers, All Items, U.S. City Average, 198284 = 100, (U.S. Department of Labor, Bureau of Labor Statistics). If the said Index ceases to be published,

then a reasonably comparable index shall be used. For purposes of this paragraph "Rent" shall include the Base Rent, Additional Rent, and the current Permitting Fee as defined in Section 8 below.

In the event of default by Tenant of any payment or should Tenant otherwise default in the performance of any covenants or terms in this Lease, and should such default not be corrected within thirty (30) days after written notice to Tenant specifying the exact nature thereof, or if the Leased Premises or any part thereof shall become vacated or abandoned, or if Tenant shall be dispossessed during the term of this Lease, or if Tenant makes at any time during the term of this Lease Agreement, a general assignment for the benefit of creditors or an insolvent assignment or is adjudged a bankrupt pursuant to voluntary or involuntary proceedings in bankruptcy, then Landlord may terminate this Lease Agreement and reenter Leased Premises and remove all persons and equipment therefrom, with such equipment to be stored in a public warehouse at the cost and expense of Tenant. Unless the Tenant has exercised the Option to Terminate found in paragraph 6, the Tenant shall be liable for any deficiency that may arise during the remainder of the term of this Lease.

8. Permitting Fee - There is no permitting fee required.

9. Utilities. Tenant shall solely and independently be responsible for the separate metering, billing, and payment of all utility services to be consumed by Tenant's operation; provided, however, that if Landlord and Tenant shall mutually agree for reasons of convenience and practicality Tenant shall be permitted to connect to Landlord's existing electric utility service and to draw power therefrom for Tenant's Equipment, subject to a duty to reimburse Landlord for Tenant's share of the cost of power. Landlord shall be entitled to allocate its cost of delivering electricity among all users thereof on any basis reasonably estimated to reflect their actual power consumption, and to demand and receive from Tenant such allocated share attributable to Tenant by periodically presenting Tenant with an invoice therefore, or by collecting from Tenant a regular monthly contribution toward the cost of power which Landlord may elect to reconcile to an aggregate share settled by periodic invoice.

10. Taxes. Tenant shall be responsible for taxes levied against Tenant's antennas and lines, and all of Tenant's Equipment. Landlord shall be responsible for taxes levied against the Tower, Landlord's own Building, auxiliary power generator, if any, and Landlord's base station equipment.

11. Access and Security. Tenant shall have unrestricted access to the Leased Premises and to Landlord's Tower at all hours of the day and night, without any requirement of supervision by the Landlord. Tenant's access to the Tower shall be limited to work performed on Tenant's behalf by a qualified employee or tower services contractor hired at Tenant's sole expense. Landlord and Tenant mutually covenant to admit only their authorized personnel to the Leased Premises, and only in furtherance of the specific business purpose of telecommunications. Tenant agrees to make best effort advance notification to Landlord prior to entering the Leased Premises during normal working hours, and in cases where advance notification is not required or possible, to retroactively notify Landlord. Doors and gates shall be kept closed and locked except when required to be open for immediate ingress or egress.

12. Non-Interference. Tenant shall not use the Leased Premises in any way, which interferes with the current use of the Premises by Landlord, the provision of services to Landlord's current customers, or the use of the Leased Premises by other tenants or licensees of Landlord. Similarly, Landlord shall not subsequently use, nor shall Landlord permit any subsequent Tenants, licensees, employees, invitees, or agents to use any portion of the Premises in any way, which interferes with the operations of Tenant. Such interference shall be deemed a material breach by the interfering party who shall, upon written notice from the other party, be responsible for terminating such interference within 24 hours. In the event any such interference does not cease promptly, the parties acknowledge that continuing interference may cause irreparable injury and, therefore, the injured party shall have the right, in addition to any other rights that it may have at law or in equity, to turn off the offending equipment and bring an action to enjoin such interference and/or to terminate this Lease.

13. Aviation Hazard Marking. Landlord agrees to solely be responsible for full compliance, at all times, with the Tower marking, lighting, maintenance, inspection, recording, notification, and registration requirements of the Federal Communications Commission and the Federal Aviation Administration, and to share proof of such compliance with Tenant as Tenant may reasonably require.

14. Radio Frequency (RF) Radiation. Tenant agrees to comply with all Federal Communications Commission Guidelines for Radio frequency (RF) Radiation, including training of Tenant's personnel who work at the Leased Premises in General and Site-Specific RADHAZ, completion of RF Radiation Level Analysis where required, and preparation of Safety Procedures and Practices documents for personnel working in a controlled zone.

15. Mutual Indemnification. Tenant shall indemnify and hold Landlord harmless from and against any loss, damage or injury to the extent caused by, or on behalf of, or through the fault of the Tenant, or resulting from Tenant's use of the Leased Premises or its presence at the Premises. Landlord shall indemnify and hold Tenant harmless from and against any loss, damage or injury to the extent caused by, or on behalf of, or through the fault of the Landlord. Neither party shall be required to hold the other party harmless against the unwelcome consequences of such other party's own willful or negligent conduct.

16. Insurance. Tenant shall continuously maintain in full force and effect a policy of commercial general liability in an aggregate amount of Two Million Dollars (\$2,000,000), and Worker's Compensation insurance to statutory limits covering Tenant's work and operations at the Leased Premises. Tenant shall name Landlord as an additional insured on Tenant's commercial liability policy and provide Landlord a certificate of insurance. Tenant shall endeavor to provide Landlord thirty (30) days notice prior to cancellation of any such insurance policy.

Each party hereby waives all liability of and all right of recovery and subrogation against the other party and agrees that neither such party or any of its officers, agents, employees, or its or their insurer will sue the other party, or any of the officers, agents, or employees of the other party for any loss of or damage arising out of any Act of God or damage caused by or due to any act or acts of any party or entity not a party to this Lease.

17. Opportunity to Cure Defaults. If Landlord or Tenant fails to comply with any provision of this Lease which the other party claims to be a default hereof, the party making such

claim shall serve written notice of such default upon the defaulting party, whereupon a grace period of 30 days shall commence to run during which the defaulting party shall undertake and diligently pursue a cure of the default. Such grace period shall automatically be extended for an additional 30 days, provided the defaulting party makes a good faith showing that efforts toward a cure are continuing. This Section shall not apply in cases of interference, which instead shall require an immediate and effective cure.

18. Tenant's Separate Property. Landlord hereby agrees that Tenant's Equipment, including Tenant's antennas and lines, are and shall remain Tenant's separate personal property, and that said property shall never be considered fixtures to the real estate. Tenant shall always be authorized to remove Tenant's property from the Premises, if free from any lien of Landlord. Such removal shall be accomplished without damage to the property of Landlord or third parties, and in accordance with Landlord's management control of the Premises.

19. Assignment of Tenant's Interest. Tenant's interest under this Lease may be assigned to any parent, affiliate, or purchaser of all or substantially all of Tenant's assets, upon notice to Landlord. Any other assignment of this Lease by Tenant shall require Landlord's prior written consent, which consent Landlord agrees, shall not unreasonably be withheld. Furthermore, no assignment shall be affected pursuant to this Section unless Tenant shall notify Landlord in a writing setting forth the name, address and telephone number of such assignee.

20. Bond. There is no bond requirement.

21. Multiple Users. Tenant shall not sublet the Leased Premises or any portion thereof or permit the Leased Premises to become occupied by multiple users purporting to concurrently hold Tenant's rights and privileges hereunder.

22. Quiet Enjoyment. Landlord covenants that Tenant shall have quiet and peaceable use and enjoyment of the Leased Premises throughout the duration of this Lease, and that Landlord will not intentionally disturb Tenant's possession thereof if Tenant is not in default hereunder.

23. Surrender. Upon the expiration or earlier termination of this Lease, Tenant shall remove all of Tenant's property from the Leased Premises and surrender the Leased Premises to Landlord in good condition, reasonable wear and tear excepted.

24. Execution of Other Instruments. Landlord agrees to execute, acknowledge, and deliver to Tenant other instruments respecting the Leased Premises, as Tenant or Tenant's lender may reasonably request from time to time, provided that any such instruments are in furtherance of, and do not substantially expand, Tenant's rights and privileges herein established. Such instruments may include a memorandum of lease, which may be recorded in the county land records. Landlord also agrees to reasonably cooperate with Tenant's efforts to obtain all private and public consents related to Tenant's use of the Leased Premises, if Landlord is not expected to bear the financial burden of any such efforts.

25. Attorney's Fees. In any action on this Lease at law or in equity, the prevailing party shall be entitled to recover the reasonable costs of its successful case, including reasonable attorney's fees and costs of appeal.

26. Merger and Modifications. This Lease contains the entire agreement of the parties and may not be modified except in writing signed by the party against whom such modification is sought to be enforced.

27. Lease Processing Fee. There is no "Lease Processing Fee".

28. Notices. All notices required or desired to be given under this Lease shall be in writing and dispatched by certified mail or commercial courier to the party to be served at its address as follows:

If to Landlord:

TETON COMMUNICATIONS, INC.
545 South Utah Circle
Idaho Falls, Idaho 83042

If to Tenant:

BOX ELDER COUNTY, UTAH
49 South 950 West
Brigham City, Utah 84332

or at such other address as such party may previously have advised the other party by notice similarly given.

28. Binding Effect. All the provisions of this Lease shall inure to the benefit of and be binding upon the parties hereto and their respective successors in interest.

29. Idaho Law This Lease shall be governed by, construed, and enforced in accordance with the laws of the State of Idaho.

30. Hazardous Substances. Tenant agrees that it will not use, generate, store, or dispose of any hazardous material on, under, about or within the Leased Premises in violation of any law or regulation. Landlord represents, warrants, and agrees (1) that neither Landlord nor, to Landlord's knowledge any third party has used, generated, stored, or disposed of, or permitted the use, generation, storage or disposal of, hazardous material on, under, about or within the Premises except as disclosed on any Schedule, and (2) that Landlord will not, and will not permit any third party to use, generate, store or dispose of any hazardous material on, under, about or within the Premises in violation of any law or regulation. Landlord and Tenant each agree to defend, indemnify, and hold harmless the other and the other's partners, affiliates, agents, and employees against any and all losses, liabilities, claims and /or costs (including reasonable attorney's fees and costs) to the extent arising from any breach of any representation, warranty or agreement contained in this paragraph. In addition, Landlord shall defend, indemnify and hold harmless Tenant from all other losses, liabilities, claims and/or costs arising from or related to the environmental condition of the Leased Premises, including costs of remediation, which are not the result of the Tenant

32. Miscellaneous. The waiver of any term, provision or any default shall not constitute the waiver of any other term, provision, or default. This Lease shall be governed by the laws of the State of Idaho. If any part of this Lease shall be adjudged contrary to law, the remaining provisions hereof shall remain in full force and effect.

(REMAINDER OF PAGE TO REMAIN BLANK)

Box Elder County, Utah @ CAL Mtn. - EXHIBIT A

Communications Site – Tower and Ground Space at CAL Mtn., near Tremonton, Utah.

- 1) One (1) each omni antenna installed at a centerline of 70' AGL, each using a run of 1/2" Foam Flex.
Billed @ \$100.00/Mo. Each
- 2) 2'x 19" rack space for the installation of electronic communications equipment.
Billed @ \$50.00/Mo
- 3) 120VAC Power for Tenants Equipment.
Billed @ \$____.00/Mo.

Total Site Rent for Box Elder County at CAL Mtn. - \$150.00 /Mo.

- X) 120VAC Power for Tenants Equipment.
Billed @ \$25.00/Mo.
- Y) 120VAC Generator Power for Tenants Equipment.
Billed @ \$15.00/Mo.

Grand Total Site Rent for Box Elder County at CAL MTN.
\$190.00 /Mo.

BILLING SERVICES AGREEMENT
[Form]

This Billing Services Agreement (this "Agreement") is entered into by and between Gold Cross Services, Inc., a Utah corporation doing business as Gold Billing Services ("Gold Cross"), and Box Elder County, a political subdivision of the State of Utah ("Customer"), effective as of April 1, 2024 (the "Effective Date").

RECITALS

A. Gold Cross is in the business of providing billing and account receivable collection services to ambulance transport service providers in the State of Utah.

B. Customer provides ambulance transport services, pursuant to one or more licenses issued by the Bureau of Emergency Medical Services of the State of Utah.

C. Gold Cross desires to provide certain billing and accounts receivable services for Customer, and Customer desires to engage Gold Cross to provide such services.

AGREEMENT

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. Services. Subject to the terms and conditions of this Agreement, Customer hereby authorizes and engages Gold Cross to perform, and Gold Cross hereby agrees to provide for the benefit of Customer, billing and account receivable collection services described on the attached Schedule A (collectively, the "Services"). During the Term of this Agreement, the Customer shall not engage any other individual or entity for the provision of the Services. Notwithstanding any other provision contained herein, Gold Cross shall have the right to enter into one or more agreements with other ambulance service providers for the same or similar services as are covered by this Agreement.

2. Compensation. In consideration of the Services provided to Customer by Gold Cross, Customer agrees to pay Gold Cross the following compensation:

(a) 6.0% (Six percent) of the total dollar value of the amounts billed and collected for Customer by Gold Cross pursuant to this Agreement each month, less any refunds of overpayments by payors.

(b) A one-time set-up fee in the amount of \$600.00 (the "Set-Up Fee") is due and should be paid upon the signing of this Agreement.

3. Indemnification. Customer acknowledges and agrees that Gold Cross will rely on the information submitted by Customer for use in the billing process, and Customer agrees to

indemnify and hold harmless Gold Cross for any cause of action, damages, attorneys' fees or expenses related to any legal claims that may arise out of any erroneous information provided to Gold Cross by Customer. Without limiting the foregoing, each party will indemnify, defend and hold harmless the other party and its members, managers, officers, directors, shareholders, employees, and agents from all claims, actions, suits, proceedings, costs, expenses, damages, and liabilities, including attorneys' fees, solely arising from the acts of gross negligence or willful misconduct of the indemnifying party or its officers, directors, shareholders, employees, and agents.

4. Insurance Coverage. Gold Cross shall obtain and maintain in force during the term of this Agreement comprehensive general liability insurance, including blanket contractual liability insurance, automobile insurance, and completed operations insurance coverages with minimum limits of One Million Dollars (\$1,000,000.00) per occurrence and Three Million Dollars (\$3,000,000.00) annual aggregate. In addition, Gold Cross agrees to obtain and maintain (or otherwise provide proof of such coverage) professional liability insurance for the Services with minimum limits of One Million Dollars (\$1,000,000.00) per occurrence and Three Million Dollars (\$3,000,000.00) annual aggregate. Upon request, the parties agree to furnish to each other appropriate certificates of insurance.]]

5. Initial Term and Extensions. Gold Cross agrees to provide the Services, as described herein, for a period of five (5) years commencing as of the Effective Date. This Agreement shall automatically renew for successive renewal terms of one year each, unless (a) one party gives the other party written notice that the Agreement will not renew, at least thirty (30) days prior to the end of the then-current term, or (b) this Agreement is otherwise terminated under the terms hereof.

6. Termination. Either party shall have the right to terminate this Agreement upon written notice of such termination to the other party in the event that the other party is in material breach of any provision of this Agreement and the breaching party has not cured the breach within five (5) business days of receipt of notice from the non-breaching party. Either party may, for any reason, terminate this Agreement upon ninety (90) days written notice to Customer. If this Agreement is terminated as provided herein, Gold Cross shall calculate and invoice Customer on the basis of actual Services performed, as described herein, and Customer shall promptly pay such invoice.

7. Public Officers' and Employees' Ethics Act. Gold Cross represents that it has not: (a) provided an illegal gift of payoff to any of Customer's officers or employees or former officers or employees, or his or her relatives or business entities; (b) retained any person to solicit or secure this contract upon an agreement or understanding for a commission, percentage, brokerage or contingent fee, other than bona fide employees or bona fide commercial selling agencies for the purpose of securing business; or (c) knowingly influenced any of Customer's officers or employees or former officers or employees to breach any of the ethical standards set forth in the conflict of interest policy or any of the provisions of Utah Code Title 67, Chapter 16.

8. Notice. All notices under this Agreement will be in writing and will be deemed to have been duly given if delivered personally or by a nationally recognized courier service, faxed or

mailed by registered or certified national mail service, return receipt requested, postage prepaid, to the Parties at the addresses set forth below. All notices under this Agreement that are addressed as provided in this Section 8, (a) if delivered personally or by a nationally recognized courier service, will be deemed given upon delivery, (b) if delivered by facsimile, will be deemed given when confirmed, and (c) if delivered by mail in the manner described above, will be deemed given on the date received by the recipient as reflected on the return receipt. All notices shall be directed to the parties hereto as follows:

For the Customer:

Box Elder County
1 South Main
Brigham City, UT 84302
Fax:
Tel: 435-734-3300
Attention:

With a copy to (which shall not constitute notice):

Attention: City Attorney

For Gold Cross:

Gold Cross Services, Inc.
1717 South Redwood Road
Salt Lake City, UT 84104-5110
Fax: (801) 975-4373
Tel: (801) 520-9532
gmoffitt@goldcrossservices.com
mmoffitt@goldcrossservices.com

9. No Third Party Rights. Gold Cross's obligations under this Agreement are solely to Customer, and Customer's obligations under this Agreement are solely to Gold Cross. This Agreement shall confer no third party rights whatsoever.

10. Entire Agreement. This Agreement and the schedules and exhibits attached hereto constitute the entire agreement between the parties on the subject matter covered herein. The parties represent and acknowledge that they have not relied on any statements or promises of any kind other than those specifically set forth in this Agreement.

11. Independent Contractor. Nothing contained in this Agreement shall be construed as establishing a partnership, employment, or joint venture relationship between Customer and Gold Cross. Gold Cross will at all times be deemed to be an independent contractor of

Customer, and neither party's employees or agents will be regarded as employees of the other party.

12. Waivers and Amendments. No waiver of the enforcement or breach of any agreement or provision herein contained shall be deemed a waiver of any preceding or succeeding breach thereof or of the enforcement of any other agreement or provision herein contained. No extension of time for performance of any obligations or acts shall be deemed an extension of the time for performance of any other obligations or acts. This Agreement may only be amended in writing signed by each of the parties hereto. If, as the result of legislative action or rule-making, any of the provisions of this Agreement becomes inconsistent with Utah law, the parties will promptly meet to negotiate in good faith such amendments as may be necessary to comply with Utah law.

13. Severability. If any provision of this Agreement shall be held or deemed to be, or shall in fact be, invalid, inoperative or unenforceable to any extent, the remainder of this Agreement shall not be impaired and shall be enforced to the fullest extent permitted by law.

14. Force Majeure. Any delay in or failure of performance of the Services shall not constitute a default hereunder if and to the extent such delay or failure of performance is caused by occurrences beyond the reasonable control of Gold Cross or the agents of Gold Cross providing such Services, including acts of God or the public enemy; compliance with any order or request of any governmental authority; acts of war, riots or strikes or other concerted acts of personnel; network failures or failures in communications; or any other causes beyond the reasonable control of Gold Cross or agent of Gold Cross providing such Services, whether or not of the same class or kind as those specifically identified above; provided that Gold Cross must (a) promptly notify Customer in writing and furnish all relevant information concerning the event of force majeure; (b) use reasonable efforts to avoid or remove the cause of nonperformance; and (c) proceed to perform its obligations when such cause is removed.

15. Section Headings. The headings contained in this Agreement are for reference purposes only and shall not in any way affect the meaning or interpretation of this Agreement.

16. Counterparts. This Agreement may be executed in one or more counterparts, each of which when so executed shall be deemed an original, but all of which together shall constitute one instrument.

17. Choice of Law. The interpretation of this Agreement and any dispute concerning its provisions shall be governed by the laws of the State of Utah.

18. Confidentiality. The parties shall maintain the confidentiality of patient medical records in accordance with state and federal laws. Each party further acknowledges that information regarding the other party and its business operations, including, but not limited to, procedures, policies, programs, billing codes and system, reimbursement schedules, contracts, business plans and such other business records is proprietary and confidential. Each party agrees to hold such information in strict confidence and not to disclose or make available such

information to any third party, except as required by law. This provision shall survive any termination of this Agreement.

19. Assignment. This Agreement may not be assigned by either party without the written consent of the other party. If consent to an assignment is obtained, this Agreement is binding on the successors and assigns of the parties to this Agreement. Notwithstanding any provision of this Agreement to the contrary, Gold Cross shall have the right to assign or otherwise transfer its interest under this Agreement to any “related entity.” For the purposes of this section, a related entity shall be deemed to include a parent, subsidiary, any entity that acquires all or substantially all of the Gold Cross assets or operations relating to this Agreement, and the surviving entity of any merger or consolidation involving Gold Cross. Any assignment to a related entity shall not require the consent or approval of Customer in order to be effective.

20. Authority. The individual(s) executing this Agreement on behalf of, or as a representative for a corporation or other person, firm, partnership or government entity, represents and warrants that he or she is duly authorized to execute and deliver this Agreement on behalf of the corporation, person, firm, partnership or government entity and that this Agreement is binding upon the entity in accordance with its terms.

21. Gold Cross is a “covered entity,” as that term is defined in the HIPAA Standards for Privacy of Individually Identifiable Health Information at 45 C.F.R. Part 160 and Part 164, Subparts A and E (the “Privacy Rules”), and, as such, must comply with the Privacy Rules. The Privacy Rules require Gold Cross to enter into an agreement containing minimum safeguards with each of its “business associates” as that term is defined in 45 C.F.R. § 160.103 (the “Business Associate Agreement”). Customer is a business associate of Company pursuant to the Privacy Rules, and, consequently, the parties must enter into the Business Associate Agreement, substantially in the form set forth as Schedule C hereto.]

(Rest of Page Intentionally Left Blank)

IN WITNESS WHEREOF, the parties have duly executed this Agreement as of the Effective Date.

Box Elder County

GOLD CROSS SERVICES, INC.

Jul Perry
Signature

Signature

Commission Chair
Title

Title

7-9-2024
Dated

Dated

SCHEDULE A

Description of the Services

I. Gold Cross Shall Provide the following services:

Billing Agent. Gold Cross, as the authorized billing agent for Customer, shall provide billing and account receivable collection services for ambulance services provided by [Customer or Customer's ambulance services provided by third parties], all as directed by Customer. Using Electronic Patient Data (as defined below), Gold Cross will create, make inquiries with respect to, process, and follow up on, billings to Medicare, Medicaid, insurance companies as applicable, other third party payors, and/or patients. Gold Cross's billing and account receivable collection services shall be conducted in accordance with applicable laws, special instructions from Customer, and Gold Cross's policies and procedures in effect from time to time. Gold Cross shall not be responsible to Customer, Medicare, Medicaid, insurers, other third party payors, or patients if the services or documentation provided by Customer to Gold Cross are inaccurate or incomplete or otherwise failed to meet the medical requirements of the patient.

II. Responsibilities of Customer.

In addition to Customer's other obligations under this Agreement, Customer shall be responsible for the following:

A. Ambulance Service Charges. In order to enable Gold Cross to provide the billing and accounts receivable collection services contemplated by this Agreement, Customer shall provide to Gold Cross a current listing of all rates and charges it intends Gold Cross to use to bill for ambulance transportation, disposable supplies, and/or any other product or service for which Customer intends to charge.

B. Electronic Patient Data. Customer will transmit to Gold Cross all ambulance trip ticket information in electronic format. The information provided electronically (hereinafter referred to as "Electronic Patient Data") is necessary for Gold Cross to complete its Services and contains EMS Data that may be required by law to be reported to the State of Utah. To transmit Electronic Patient Data to Gold Cross, Customer shall use computer equipment ("Equipment") owned or leased by it, and Gold Cross shall be under no obligation to provide Equipment to Customer hereunder. Customer agrees that it shall only use NEMSIS III compliant patient care reporting software, licensed by Customer for the purpose of recording and transmitting to Gold Cross the ambulance trip ticket information described herein. For this purpose, Customer shall purchase the Software to be installed on the Equipment. Customer shall obtain any and all necessary non-exclusive, world-wide, non-transferable licenses (the "Licenses") for Customer's use of the Software during the term of this Agreement. Customer is solely responsible for the maintenance and operability of the Software and the Equipment.

C. Daily Uploading Electronic Patient Data. Customer personnel will, on a daily basis, export over an appropriate, available internet connection the Electronic Patient Data identified in Section II.B above, to the NEMSIS III compliant patient care reporting software so

that Gold Cross may download the Electronic Patient Data into Gold Cross's billing system. Customer is solely responsible for obtaining and providing its own broadband connection(s) to the Internet, and Gold Cross makes no representations to Customer regarding the advisability of any provider or particular network. Gold Cross takes no responsibility for, or makes any representation with respect to, the accuracy and/or security of the Electronic Patient Data and/or the maintenance or functionality of the Network.

III. Additional Responsibilities of Gold Cross.

In connection with the foregoing and as part of the Services, Gold Cross will be responsible for the following:

A. Payments Received. Gold Cross will receive and post payments for Customer's billed accounts receivables. Receipts of payment from billed accounts receivables will be deposited, in a timely manner, in an established account with **[Bank Designated by Customer]**. It is understood that certain payors will transmit their payments using an Electronic Funds Transfer ("EFT") process. In these cases, the payor will send its payment with an electronic explanation of benefits ("EOB") to Gold Cross. The EOB allows Gold Cross to accurately post payments to the correct patient account.

B. Collections Activities. Gold Cross will utilize its established system of billing, collection, phone calls, letters, and notices for a period of one hundred eighty (180) days. Gold Cross is responsible for the cost of forms, processing, and postage. It is expressly understood by Customer that Gold Cross does not guarantee the performance or collectability of any accounts receivable. Unless instructed by Customer to do otherwise, Gold Cross will on a periodic basis provide Customer with a list of accounts older than 180 days. Customer will then decide whether or not to write the account off or pursue more aggressive collection action. The decision made by Customer must be forwarded to Gold Cross for appropriate action.

C. Monthly Accounting. At the end of every month, Gold Cross will provide an accounting of the total number of transported patients for that month for which accounts receivables have accrued and a listing of such accounts receivable activity for the previous month in the form attached as Exhibit I (each, a "Report"). If the number of transports billed by Gold Cross does not agree with Customer's records, Customer must notify Gold Cross immediately of the discrepancy, so that representatives of each of Gold Cross and the Customer can work together to resolve or correct the discrepancy.

D. Records Ownership and Access. The records of Customer held within the offices of Gold Cross shall remain the property of Customer and shall be available for access and review by Customer at during normal business hours upon providing Gold Cross reasonable notice.

E. State Reporting. Customer acknowledges and agrees that in performing the Services Gold Cross will submit electronically the required patient data it has been provided by Customer to the Bureau of Emergency Medical Services.

7. Amendment. Business Associate and Covered Entity agree to amend this Agreement to the extent necessary to allow either party to comply with the Privacy Standards, the Standards for Electronic Transactions, the Security Standards, or other relevant state or federal laws or regulations created or amended to protect the privacy of patient information. All such amendments shall be made in a writing signed by both parties.

8. Interpretation. Any ambiguity in this Agreement shall be resolved in favor of a meaning that permits Covered Entity to comply with the then most current version of HIPAA and the HIPAA privacy regulations.

9. Definitions. Capitalized terms used in this Agreement shall have the meanings assigned to them as outlined in HIPAA and its related regulations.

10. Survival. The obligations imposed by this Agreement shall survive any expiration or termination of this Agreement.

Facility: Box Elder County

Facility Address: 1 South Main Street

City/State/Zip: Brigham City, Utah 84405

The facility signer should be the person responsible for maintaining PHI for the facility (e.g., the Chief Privacy Officer, System Security Officer, or Chief Executive Officer).

Signature:



Name: Lee Perry

Title: Box Elder Board of Commissioners Chair

E-mail address of signer: lperry@boxeldercounty.org

Date: 07/09/2024

Business Associate:

Signature:

Name: Jack H. Meersman

Title: Compliance Officer

Date:

E-mail address of signer: jmeersman@goldcrossambulance.com

BUSINESS ASSOCIATE AGREEMENT

This Privacy Agreement ("Agreement") is effective upon signing this Agreement and is entered into by and between Box Elder County ("Covered Entity") and **Gold Cross Services, Inc.** (the "Business Associate").

1. Term. This Agreement shall remain in effect for the duration of the Task Order Business Associate has with Box Elder County to maintain billing and collection data from April 1, 2024 (Date), and shall apply to all of the Services and/or Supplies delivered by the Business Associate pursuant to this Agreement.

2. HIPAA Assurances. In the event Business Associate creates, receives, maintains, or otherwise is exposed to personally identifiable or aggregate patient or other medical information defined as Protected Health Information ("PHI") in the Health Insurance Portability and Accountability Act of 1996 or its relevant regulations ("HIPAA") and otherwise meets the definition of Business Associate as defined in the HIPAA Privacy Standards (45 CFR Parts 160 and 164), Business Associate shall:

(a) Recognize that HITECH (the Health Information Technology for Economic and Clinical Health Act of 2009) and the regulations thereunder (including 45 C.F.R. Sections 164.308, 164.310, 164.312, and 164.316), apply to a business associate of a covered entity in the same manner that such sections apply to the covered entity;

(b) Not use or further disclose the PHI, except as permitted by law;

(c) Not use or further disclose the PHI in a manner that had Box Elder County EMS done so, would violate the requirements of HIPAA;

(d) Use appropriate safeguards (including implementing administrative, physical, and technical safeguards for electronic PHI) to protect the confidentiality, integrity, and availability of and to prevent the use or disclosure of the PHI other than as provided for by this Agreement;

(e) Comply with each applicable requirements of 45 C.F.R. Part 162 if the Business Associate conducts Standard Transactions for or on behalf of the Covered Entity;

(f) Report promptly to Box Elder County EMS Director any security incident or other use or disclosure of PHI not provided for by this Agreement of which Business Associate becomes aware;

(g) Ensure that any subcontractors or agents who receive or are exposed to PHI (whether in electronic or other format) are explained the Business Associate obligations under this paragraph and agree to the same restrictions and conditions;

(h) Make available PHI in accordance with the individual's rights as required under the HIPAA regulations;

(i) Account for PHI disclosures for up to the past six (6) years as requested by Covered Entity, which shall include:

(1) Dates of disclosure, (2) names of the entities or persons who received the PHI, (3) a brief description of the PHI disclosed, and (4) a brief statement of the purpose and basis of such disclosure;

(j) Make its internal practices, books, and records that relate to the use and disclosure of PHI available to the U.S. Secretary of Health and Human Services for purposes of determining Customer's compliance with HIPAA; and

(k) Incorporate any amendments or corrections to PHI when notified by Customer or enter into a Business Associate Agreement or other necessary Agreements to comply with HIPAA.

3. Termination upon Breach of Provisions. Notwithstanding any other provision of this Agreement, Covered Entity may immediately terminate this Agreement if it determines that Business Associate breaches any term in this Agreement. Alternatively, Covered Entity may give written notice to Business Associate in the event of a breach and give Business Associate five (5) business days to cure such breach. Covered Entity shall also have the option to immediately stop all further disclosures of PHI to Business Associate if Covered Entity reasonably determines that Business Associate has breached its obligations under this Agreement. In the event that termination of this Agreement and the Agreement is not feasible, Business Associate hereby acknowledges that the Covered Entity shall be required to report the breach to the Secretary of the U.S. Department of Health and Human Services, notwithstanding any other provision of this Agreement or Agreement to the contrary.

4. Return or Destruction of Protected Health Information upon Termination. Upon the termination of this Agreement, unless otherwise directed by Covered Entity, Business Associate shall either return or destroy all PHI received from the Covered Entity or created or received by Business Associate on behalf of the Covered Entity in which Business Associate maintains in any form. Business Associate shall not retain any copies of such PHI. Notwithstanding the foregoing, in the event that Business Associate determines that returning or destroying the Protected Health Information is infeasible upon termination of this Agreement, Business Associate shall provide to Covered Entity notification of the condition that makes return or destruction infeasible. To the extent that it is not feasible for Business Associate to return or destroy such PHI, the terms and provisions of this Agreement shall survive such termination or expiration and such PHI shall be used or disclosed solely as permitted by law for so long as Business Associate maintains such Protected Health Information.

5. No Third Party Beneficiaries. The parties agree that the terms of this Agreement shall apply only to themselves and are not for the benefit of any third party beneficiaries.

6. De-Identified Data. Notwithstanding the provisions of this Agreement, Business Associate and its subcontractors may disclose non-personally identifiable information provided that the disclosed information does not include a key or other mechanism that would enable the information to be identified.

7. Amendment. Business Associate and Covered Entity agree to amend this Agreement to the extent necessary to allow either party to comply with the Privacy Standards, the Standards for Electronic Transactions, the Security Standards, or other relevant state or federal laws or regulations created or amended to protect the privacy of patient information. All such amendments shall be made in a writing signed by both parties.

8. Interpretation. Any ambiguity in this Agreement shall be resolved in favor of a meaning that permits Covered Entity to comply with the then most current version of HIPAA and the HIPAA privacy regulations.

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Title: Box Elder Board of Commissioners Chair

E-mail address of signer: lperry@boxeldercounty.org

Date: 07/09/2024

Business Associate:

Signature:

Name: Jack H. Meersman

Title: Compliance Officer

Date:

E-mail address of signer: jmeersman@goldcrossambulance.com