

**MINUTES
BOX ELDER COUNTY COMMISSION
AUGUST 03, 2022**

The Board of County Commissioners of Box Elder County, Utah met in an Administrative / Operational Session at the Historic County Courthouse, 1 South Main Street in Brigham City, Utah at 4:45 p.m. on **August 03, 2022**. The following members were present:

Jeff Scott	Chairman
Stan Summers	Commissioner
Marla Young	Clerk

Commissioner Hadfield attended via conference call.

The following items were discussed:

1. Agenda
2. Commissioners' Correspondence
3. Staff Reports - Agenda Related
4. Correspondence

The Administrative / Operational Session adjourned at 4:50 p.m.

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

Jeff Scott	Chairman
Stan Summers	Commissioner
Marla Young	Clerk

Commissioner Hadfield attended via conference call.

The prayer was offered by Commissioner Summers.

The Pledge of Allegiance was led by Chief Deputy Sheriff Cade Palmer.

APPROVAL OF MINUTES

THE MINUTES OF THE REGULAR MEETING OF JULY 20, 2022 WERE APPROVED AS WRITTEN ON A MOTION BY COMMISSIONER SUMMERS, SECONDED BY COMMISSIONER HADFIELD, AND UNANIMOUSLY CARRIED.

ATTACHMENT NO. 1 - AGENDA ✓

ADMINISTRATIVE REVIEW / REPORTS / FUTURE AGENDA ITEMS - COMMISSION

There were no Administrative Review Items discussed.

FORMER AGENDA ITEMS, FOLLOW UP - COMMISSIONERS

Wildlife Federation Gun Range Agreement #22-19 - Commissioners

Attorney Stephen Hadfield explained the Wildlife Federation Shooting Range Contract was on a prior agenda. They didn't have a contract at that time. In discussions with UCIP, the liability insurance should be for \$3,000,000.00. The Federation is able to provide a \$2,000,000.00 policy, but unable to secure the higher amount until renewal.

MOTION: Commissioner Hadfield made a motion to approve the contract with the Wildlife Federation with the \$2,000,000.00 liability insurance until the end of the year then requiring the \$3,000,000.00 liability. The motion was seconded by Commissioner Summers and unanimously carried with a roll call vote of Chairman Scott voting Aye, Commissioner Summers voting Aye, and Commissioner Hadfield voting Aye.

ATTACHMENT NO. 2 - AGENDA *Agreement #22-19*

Property Tax Notices - Chairman Scott

Chairman Scott stated people have been receiving their property tax notices and are noticing increases. He explained the assessed values have increased. He gave a brief explanation of the requirement of the assessors to review values on an annual basis and to physically inspect properties every five years. He stated the county has not gone through truth and taxation to increase property taxes.

EMERGENCY MANAGEMENT ISSUES

There were no Emergency Management Issues discussed.

ARPA

There were no ARPA items discussed.

PUBLIC INTERESTS / PRESENTATIONS / CONCERNS

Nucor Sponsored Honor Flight Fundraiser-John Pierce

John Pierce, representing One NUCOR Team, talked about a fundraiser they are holding to benefit Honor Flight. He said they are raising funds to send seventy five veterans to Washington

D.C. on October 4, 2022. He asked the Commission to waive the fees for the use of the Fine Arts Building at the fairgrounds for their fundraising event. The event is a cornhole tournament with food trucks. He thanked the Commissioners for their support.

MOTION: Commissioner Summers made a motion to waive the fees at the fairgrounds for the fundraising event. The motion was seconded by Commissioner Hadfield and unanimously carried with a roll call vote of Chairman Scott voting Aye, Commissioner Summers voting Aye, and Commissioner Hadfield voting Aye.

Appreciation to the Commissioners-Laura Selman

Laura Selman thanked the Commissioners for their continued support of the fair and asked them to help again with the luncheon on Saturday and to cut meat on Friday. She stated that by everyone working together, it makes things work. She expressed appreciation to the Sheriff's deputies as well.

COMMISSIONERS

State Broadband Contract #22-25-Chairman Scott

Chairman Scott explained Contract #22-25 is to accept the grant for broadband services that has already been started.

MOTION: Commissioner Hadfield made a motion to approve Contract #22-25 pending review of the County Attorney. The motion was seconded by Commissioner Summers and unanimously carried with a roll call vote of Chairman Scott voting Aye, Commissioner Summers voting Aye, and Commissioner Hadfield voting Aye.

ATTACHMENT NO. 3 - Contract #22-25

ASI Leasing or Renting Space-Commissioner Summers

Doug Taylor, Logistics Division of ASI asked to use the parking lot east of the fairgrounds for testing autonomous vehicles.

MOTION: Commissioner Summers made a motion to allow ASI to use the fairgrounds parking lot for their testing pending contract negotiations. The motion was seconded by Commissioner Hadfield and unanimously carried with a roll call vote of Chairman Scott voting Aye, Commissioner Summers voting Aye, and Commissioner Hadfield voting Aye.

COMMUNITY DEVELOPMENT

Proposed Rezone from RR-20) (Rural Residential- 20,000 sq. ft. min.) to C-G (General Commercial)-Scott Lyons

Community Development Director Scott Lyons explained they received a proposal to rezone a property from the RR-20 to the C-G zone. It was reviewed by the Planning Commission in the July meeting and they had some questions, but the applicant was not in attendance. The Planning Commission did not feel comfortable in rezoning the whole parcel which is 39 acres. After their discussions they recommended approval of two acres.

Chairman Scott stated he would also like to have the applicant be in attendance to ask questions.

MOTION: Commissioner Summers made a motion to table the item for further information. The motion was seconded by Commissioner Hadfield and the agenda item was tabled with a roll call vote of Chairman Scott voting Aye, Commissioner Summers voting Aye, and Commissioner Hadfield voting Aye.

Ordinance #565-Rezone from Unzoned to MG-EX (Mining, Quarry, Sand & Gravel Excavation) Zone-Scott Lyons

Community Development Director Scott Lyons explained Ordinance #565 is due to a request for rezone from unzoned to the MG-EX zone located by the county gravel pit in Bothwell. A public hearing was held at the July Planning Commission meeting with no opposition. The Planning Commission recommends approval.

MOTION: Commissioner Summers made a motion to approve Ordinance #565. The motion was seconded by Commissioner Hadfield and unanimously carried with a roll call vote of Chairman Scott voting Aye, Commissioner Summers voting Aye, and Commissioner Hadfield voting Aye.

ATTACHMENT NO. 4 - Ordinance #565

WARRANT REGISTER - COMMISSIONERS

The Warrant Register was signed and the following claims were approved: Claim numbers 118474 through 118527 in the amount of \$268,992.92, and claim numbers 117201, 118241, 118301, and 118137 were voided. Claim numbers 118418 through 118473 in the amount of \$780,380.07. Claim numbers 118374 through 118417 in the amount of \$490,489.07.

PERSONNEL ACTIONS / VOLUNTEER ACTION FORMS - COMMISSIONERS

HINKLE, JOSI	FAIR	VOLUNTEER	08/03/2022
JOHNSEN, KATHY	FAIR	VOLUNTEER	08/03/2022
MACFARLANE, ROBERT	FAIR	VOLUNTEER	08/03/2022
MILLER, MARIE	FAIR	VOLUNTEER	08/03/2022
ROCHE, DUSTY	FAIR	VOLUNTEER	08/03/2022
ROSE, BRENT	FAIR	VOLUNTEER	08/03/2022
ROSE, JANET	FAIR	VOLUNTEER	08/03/2022
STARK, DARCI	FAIR	VOLUNTEER	08/03/2022
STEPHENS, CAROL	FAIR	VOLUNTEER	08/03/2022
WILDE, CAROL	FAIR	VOLUNTEER	08/03/2022
WILDE, JERRY DEE	FAIR	VOLUNTEER	08/03/2022
BURTON, GLORIA GAY	FAIR	VOLUNTEER	08/03/2022
COTTRELL, JENNY D.	FAIR	VOLUNTEER	08/03/2022
DEUEL, LAURA	FAIR	VOLUNTEER	08/03/2022
EARL, LINDA	FAIR	VOLUNTEER	08/03/2022
FOX, LAREEN	FAIR	VOLUNTEER	08/03/2022
HANCOCK, LISA KAY	FAIR	VOLUNTEER	08/03/2022
HANSEN, KRISTINE T.	FAIR	VOLUNTEER	08/03/2022
HOWE, CHERYL E.	FAIR	VOLUNTEER	08/03/2022
KENT, JEFFRY P.	FAIR	VOLUNTEER	08/03/2022
KING, VERLYN J.	FAIR	VOLUNTEER	08/03/2022
LISH, BRIAN C.	FAIR	VOLUNTEER	08/03/2022
NOYES, DANIEL EL.	FAIR	VOLUNTEER	08/03/2022
NOYES, KRISTY	FAIR	VOLUNTEER	08/03/2022
OWEN, MARCIE JO	FAIR	VOLUNTEER	08/03/2022
OWEN, SHAUN R.	FAIR	VOLUNTEER	08/03/2022
PARKINSON, CORTNEY	FAIR	VOLUNTEER	08/03/2022
PAYNE, CINDY ANDERSON	FAIR	VOLUNTEER	08/03/2022
PEBLEY, AMY LEEANN	FAIR	VOLUNTEER	08/03/2022
PEBLEY, JEREMY EUGENE	FAIR	VOLUNTEER	08/03/2022
POTTER, CARLI CAPENER	FAIR	VOLUNTEER	08/03/2022
POTTER, KATHLEEN W.	FAIR	VOLUNTEER	08/03/2022
SCOTT, JENIECE KENT	FAIR	VOLUNTEER	08/03/2022
SHAW, ANN	FAIR	VOLUNTEER	08/03/2022
STEPHENS, GENE EARL	FAIR	VOLUNTEER	08/03/2022
SUMMERS, STETSON J.	FAIR	VOLUNTEER	08/03/2022
TOONE, MARILYN	FAIR	VOLUNTEER	08/03/2022
WHEATLEY, DEBRA	FAIR	VOLUNTEER	08/03/2022
WINKLER, LYNNAE H.	FAIR	VOLUNTEER	08/03/2022
WHITAKE, JOAN B.	FAIR	VOLUNTEER	08/03/2022
YAMASAKI, PATRICIA JANE	FAIR	VOLUNTEER	08/03/2022
HEYDER, ADAM	FIRE	NEW HIRE	08/02/2022
PELASANTS, JUSTIN SINCLAIR	FIRE	NEW HIRE	08/01/2022
ANDERSON, KYLEE	SHERIFF'S OFFICE	COMPENSATION CHANGE	08/07/2022
HOPKINS, ANDREW	SHERIFF'S OFFICE	COMPENSATION CHANGE	08/05/2022
NEWMAN, JOEL	ROAD DEPT.	SEPARATION	07/28/2022
YOUNG, SCOTT	SHERIFF'S OFFICE	COMPENSATION CHANGE	08/02/2022
HUNSAKER, JANTZEN	SHERIFF'S OFFICE	SEPARATION	07/28/2022
TRUSH, MICHAEL J.	EMERGENCY MGMT	VOLUNTEER	08/03/2022
CANNON, PAUL C.	EMERGENCY MGMT	VOLUNTEER	08/03/2022
NICHOLLS, DAVID	SHERIFF'S OFFICE	CELL PHONE ALLOWANCE	07/21/2022
BIERER, NATALIE	CLERK'S OFFICE	COMPENSATION CHANGE	07/21/2022

Employee Name:	Department:	PA Type:	Effective Date:
AMUNDSON, DEBORAH	FAIR	VOLUNTEER	08/03/2022
BARFUSS, MELLANY DAWN	FAIR	VOLUNTEER	08/03/2022
BENNINGTON, PAM W.	FAIR	VOLUNTEER	08/03/2022
BINGHAM, MARLYSE	FAIR	VOLUNTEER	08/03/2022
BINGHAM, RONDA	FAIR	VOLUNTEER	08/03/2022
BUTLER, SHANNA	FAIR	VOLUNTEER	08/03/2022
CORBRIDGE, PAMELA GORDON	FAIR	VOLUNTEER	08/03/2022
DAY, JOANN	FAIR	VOLUNTEER	08/03/2022
DEAKIN, TAMI C	FAIR	VOLUNTEER	08/03/2022
DERU, MIRIAM LOWE	FAIR	VOLUNTEER	08/03/2022
EGLI, DORIS JEANNE	FAIR	VOLUNTEER	08/03/2022
EWELL, MADASYN RUTH	FAIR	VOLUNTEER	08/03/2022
EWELL, MERLENE	FAIR	VOLUNTEER	08/03/2022
GARRETT, BRUCE	FAIR	VOLUNTEER	08/03/2022
HANSEN, GLENDA LINN	FAIR	VOLUNTEER	08/03/2022
HANSEN, JENNIFER N.	FAIR	VOLUNTEER	08/03/2022
HIRSCHI, CAMILLE W.	FAIR	VOLUNTEER	08/03/2022
JENSEN, JODEE RAQUEL	FAIR	VOLUNTEER	08/03/2022
JOHNSTON, KANDICE	FAIR	VOLUNTEER	08/03/2022
KOSBAB, ANDREA	FAIR	VOLUNTEER	08/03/2022
KOYLE, DON S.	FAIR	VOLUNTEER	08/03/2022
MADSEN, JOHN GREGORY	FAIR	VOLUNTEER	08/03/2022
MCBRIDE, SUZANNE	FAIR	VOLUNTEER	08/03/2022
RAMSDELL, KARLEEN B.	FAIR	VOLUNTEER	08/03/2022
ROBERTS, KIMBERLY	FAIR	VOLUNTEER	08/03/2022
AOKI-ROWLEY, BRANDEE LEE	FAIR	VOLUNTEER	08/03/2022
SANO, CANDICE	FAIR	VOLUNTEER	08/03/2022
SPACKMAN, SHANTELE RAE	FAIR	VOLUNTEER	08/03/2022
SUMMERS, JANICE	FAIR	VOLUNTEER	08/03/2022
WHITLEY, BREISHA	FAIR	VOLUNTEER	08/03/2022
WILLIAMS, BAYLEE MICHELLE	FAIR	VOLUNTEER	08/03/2022
WILLIAMS, TOSHA ARLENE	FAIR	VOLUNTEER	08/03/2022
WILSON, MARY JANE	FAIR	VOLUNTEER	08/03/2022
ZITO, LINDA W.	FAIR	VOLUNTEER	08/03/2022
ALLRED, DENNY	FAIR	VOLUNTEER	08/03/2022
ALLRED, GERI	FAIR	VOLUNTEER	08/03/2022
ARCHIBALD, CHANTEL	FAIR	VOLUNTEER	08/03/2022
BALDWIN, HEATHER	FAIR	VOLUNTEER	08/03/2022
BODILY, CHLOE	FAIR	VOLUNTEER	08/03/2022
BURTAN, SANDRA	FAIR	VOLUNTEER	08/03/2022
BURTON, GARY	FAIR	VOLUNTEER	08/03/2022
CARTER, HOLLY	FAIR	VOLUNTEER	08/03/2022
CARTER, JAY	FAIR	VOLUNTEER	08/03/2022
FONNESBECK, BRITTANY	FAIR	VOLUNTEER	08/03/2022
HIGGS, NANCY	FAIR	VOLUNTEER	08/03/2022

CLOSED SESSION

Strategy session to discuss the purchase, exchange, or lease of real property, including any form of a water right or water shares, if public discussion of the transaction would disclose

the appraisal or estimated value of the property under consideration or prevent the public body from completing the transaction on the best possible terms.

MOTION: At 5:33 p.m. a motion was made by Commissioner Summers to move into a closed session. The motion was seconded by Commissioner Hadfield and unanimously carried.

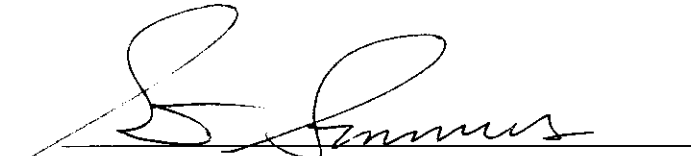
MOTION: At 5:43 p.m. a motion was made by Commissioner Summers to reconvene into regular commission meeting. Commissioner Hadfield seconded the motion. The motion carried unanimously and regular Commission meeting was reconvened.

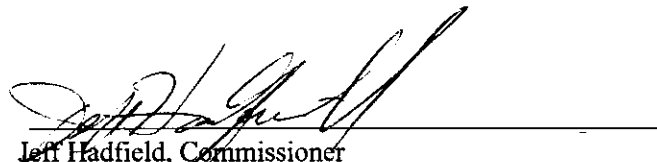
ADJOURNMENT

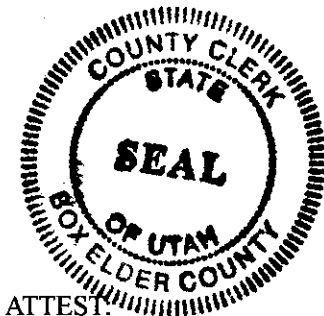
A motion was made by Commissioner Hadfield to adjourn. Commissioner Summers seconded the motion, and the meeting adjourned at 5:43p.m.

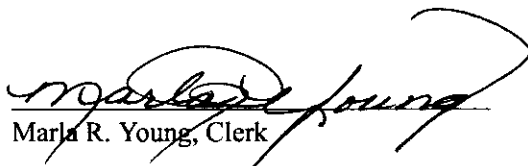
ADOPTED AND APPROVED in regular session this 1st day of December 2022.


Jeff Scott, Chairman


Stan Summers, Commissioner


Jeff Hadfield, Commissioner




Marla R. Young, Clerk

AGENDA

NOTICE: *Public notice is hereby given that the Box Elder County Board of County Commissioners will hold an Administrative/Operational Session commencing at 4:45 P.M. and a regular Commission Meeting commencing at 5:00 P.M. on Wednesday August 3, 2022 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 Summers
- B. Pledge of Allegiance Given by: Sheriff Kevin Potter
- C. Approve Commission Meeting Minutes 07-20-2022

3. ADMINISTRATIVE REVIEW / REPORTS / FUTURE AGENDA ITEMS**4. FORMER AGENDA ITEMS****5. ARPA****6. EMERGENCY MANAGEMENT ISSUES****7. PUBLIC INTERESTS / PRESENTATIONS / CONCERNS**

- A. 5:08 Nucor Sponsored Honor Flight Fundraiser-John Pierce
- B. 5:13 Appreciation to the Commissioners-Laura Selman

8. COMMISSIONERS

- A. 5:18 State Broadband Contract #22-25-Chairman Scott
- B. 5:21 ASI Leasing or Renting Space-Commissioner Summers

9. COMMUNITY DEVELOPMENT

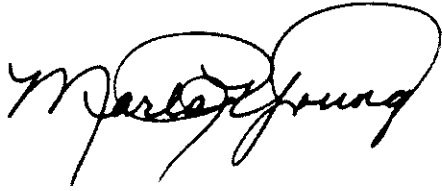
- A. 5:24 Proposed Rezone from RR-20) (Rural Residential- 20,000 sq. ft. min.) to C-G (General Commercial)-Scott Lyons
- B. 5:26 Ordinance 565-Rezone from Unzoned to MG-EX (Mining, Quarry, Sand & Gravel Excavation) Zone-Scott Lyons

10. WARRANT REGISTER**11. PERSONNEL ACTIONS / VOLUNTEER ACTION FORMS / CELL PHONE ALLOWANCE**

12. CLOSED SESSION

13. ADJOURNMENT

Prepared and posted this 29th day of July, 2022. Mailed to the Box Elder News Journal and the Leader on the 29th of July, 2022. These assigned times may vary depending on the length of discussion, cancellation of scheduled agenda times and agenda alteration. Therefore, the times are estimates of agenda items to be discussed. If you have any interest in any topic you need to be in attendance at 5:00 p.m.

A handwritten signature in black ink, appearing to read "Marla R. Young". The signature is fluid and cursive, with the first name "Marla" being more prominent and the last name "Young" written in a similar style.

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.

AGREEMENT FOR USE OF PROPERTY
AS
FIREARMS SHOOTING RANGE

This AGREEMENT is entered into by and between BOX ELDER COUNTY, a county of the State of Utah, (hereinafter referred to as "COUNTY") and BOX ELDER WILDLIFE FEDERATION, INC., a corporation validly organized and existing under the laws of the State of Utah, (hereinafter referred to as "WILDLIFE FEDERATION").

R E C I T A L S

WHEREAS, WILDLIFE FEDERATION has established and maintained a firearms shooting range; and

WHEREAS, COUNTY has purchased and is the current owner of the real property upon which said firearms shooting range is located; and

WHEREAS, WILDLIFE FEDERATION desires to continue the operation and maintenance of the firearms shooting range, and has requested permission from COUNTY to continue the operation and maintenance of its firearms shooting range upon the real property owned by COUNTY; and

WHEREAS, COUNTY is willing to allow WILDLIFE FEDERATION to continue the operation and maintenance of its firearms shooting range upon the terms and conditions set forth in this agreement;

NOW THEREFORE, based upon these recitals and the consideration set forth herein, COUNTY and WILDLIFE FEDERATION do hereby agree as follows:

1. Use of Property for Firearms Shooting Range. COUNTY shall allow WILDLIFE FEDERATION to operate and maintain its currently existing firearms shooting range upon a portion of that certain real property which is commonly referred to as the "County Road Department's Bothwell Gravel Pit", located in Box Elder County, State of Utah, and more specifically described as follows:

Parcel: 06-175-000, Owner: Box Elder County Corp.

Legal Description: ALL THAT PART OF N/2 OF SEC 25 T12N R4W SLM. LYING E OF ST HWY. LESS TRACT DEEDED TO HOLDAWAY LAND & LIVESTOCK CO FOR DESCRIPTION SEE BK 365 PG 730 CONT 289.66 ACRES

(hereinafter referred to as the "Property"). WILDLIFE FEDERATION'S use of the Property shall be limited to its currently existing use which shall not be in any way expanded or enlarged without the written consent of COUNTY.

2. WILDLIFE FEDERATION'S Use of Property to be Subject to COUNTY'S Use of Property. WILDLIFE FEDERATION does hereby agree and acknowledge that the Property is owned by COUNTY for the use and benefit of the residents of Box Elder County. Accordingly, WILDLIFE FEDERATION'S use of the Property shall be subject to COUNTY'S use of the Property and shall not in any way interfere with COUNTY'S use of the Property. In the event COUNTY, in its sole discretion, determines that WILDLIFE FEDERATION'S use of the Property is in any way interfering with COUNTY's use of the Property, WILDLIFE FEDERATION shall adjust and/or discontinue its use of the Property as directed by COUNTY.
3. Compensation. In exchange for COUNTY's willingness to allow WILDLIFE FEDERATION to operate and use its firearms shooting range on the Property, WILDLIFE FEDERATION shall allow any and all law enforcement agencies and officers located within Box Elder County to use its firearms shooting range free of cost.
4. Indemnification. Hold Harmless and Liability Insurance. WILDLIFE FEDERATION shall indemnify and hold COUNTY harmless of and from any and all liability arising out of or in any way connected with WILDLIFE FEDERATION'S use of the Property. In addition, WILDLIFE FEDERATION shall at all times maintain a policy of liability insurance identifying COUNTY as an additional insured. The current insurance certificate, with the expiration date of February 16, 2023, that includes only a Two Millions Dollars (\$2,000,000) total aggregate amount is acceptable to the County, with the understanding that all future insurance must include a total aggregate amount of at least Three Million Dollars (\$3,000,000), which will provide liability coverage to both WILDLIFE FEDERATION and COUNTY in the event of any liability which may arise as a result of WILDLIFE FEDERATION'S use of the Property.
5. Conditions of Use. WILDLIFE FEDERATION'S use of the Property shall be subject to the following restrictions and conditions:
 - a. The Property shall only be used during daylight hours.
 - b. Access to the Property shall be restricted by locked gates, established and maintained by WILDLIFE FEDERATION.
 - c. Only current members of WILDLIFE FEDERATION, who have properly met and maintained the minimum standards for membership in WILDLIFE FEDERATION, shall be granted access to the Property.

- d. WILDLIFE FEDERATION shall be solely responsible for the collection and disposal of all litter and/or trash upon the Property.
 - e. WILDLIFE FEDERATION shall establish, maintain and enforce appropriate "range rules" for the safe use of its firearms shooting range. Such range rules must be approved by COUNTY and shall be conspicuously posted at all access gates and other appropriate places upon the Property.
 - f. WILDLIFE FEDERATION shall, at all times during the term of this agreement, maintain its status as a valid corporation authorized and existing under the laws of the State of Utah.
6. Term of Agreement. This agreement shall be for a term of four (4) years commencing on June 1, 2022, and ending on May 31, 2026. This agreement may be extended for an additional four (4) year period thereafter upon written agreement of both parties.
7. Termination of Agreement. This agreement may be terminated by either COUNTY or WILDLIFE FEDERATION for any reason, upon thirty (30) days written notice of termination, delivered by the terminating party to the non-terminating party. However, in the event WILDLIFE FEDERATION should violate any term or provision of this agreement, COUNTY may immediately terminate this agreement without providing thirty (30) days' notice. Due to an unavoidable future need for the County to mine the gravel pit at some point, there will come a time when the Wildlife Federation will be required to relocate the shooting range. When that time comes, the COUNTY will provide notice according to this termination clause.
8. Attorneys' Fees. In the event either COUNTY or WILDLIFE FEDERATION should default in the performance of their respective obligations under this agreement, the prevailing party shall be entitled to recover all costs and expenses, including reasonable attorneys' fees and court costs, incurred in connection with the enforcement of the terms of this agreement.
9. Entire Agreement. This written agreement constitutes the entire agreement between COUNTY and WILDLIFE FEDERATION with respect to the subject matter of this agreement, and supersedes any and all prior agreements, and understandings between the parties, whether written or oral.

Dated this _____ day of _____, 20____.

[Signatures on the next page]



ATTEST:

Marla Young
Marla Young
Box Elder County Clerk

BOX ELDER COUNTY

Jeffrey D. Scott
Jeff Scott, Chairman
Box Elder County Commission

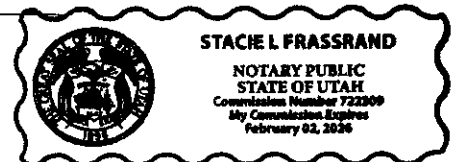
Dated this _____ day of _____, 20____.

BOX ELDER WILDLIFE FEDERATION, INC.

Alan C Sweet
By: Alan C Sweet
Title: President BEWF

On this 4th day of August, 2022, personally appeared before me
STACIE FRASSRAND, who duly acknowledge to me that
he/she is the PRESIDENT BEWF of the corporation known as "Box Elder
Wildlife Federation, Inc.", and that this agreement is executed with full
authority on behalf of said corporation.

Stacie L Frassrand
NOTARY PUBLIC





STATE OF UTAH
The Governor's Office of Economic Opportunity
Utah Broadband Center

GRANT AGREEMENT
Broadband Access Grant

- 1. CONTRACTING PARTIES:** This Agreement is between the State of Utah, Governor's Office of Economic Opportunity, the Utah Broadband Center, referred to collectively as the "State", and the following Grantee, listed below:

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

Contact Person: Brian Carver
 Primary Contact Phone #: (435) 713-1420
 Email: brianc@brag.utah.gov

Legal Status of Grantee: Governmental Entity
 Federal Tax ID: 87-6000293
 Vendor #: VC0000128922

Project Name: Box Elder County High Speed Internet Expansion

The State and Grantee are sometimes referred to individually as "Party" or collectively as "Parties."

- 2. GENERAL PURPOSE OF AGREEMENT:** The general purpose of this Agreement is to provide terms and conditions under which the Grantee may obtain and maintain eligibility for the State Broadband Access Grant program to provide funding for the construction and expansion of highspeed broadband service in unserved or underserved areas of the State. As required by Utah Code § 63N-17-201 (3)(a) the Utah Broadband Center shall "ensure that publicly funded broadband projects continue to be publicly accessible and provide a public benefit."
- 3. AUTHORITY:** This Agreement is entered pursuant to the State's authority to administer funds under Utah Code §§ 63N-17-101 (Utah Broadband Center enabling act) and 63N-17-301 (Broadband Access Grant Program) and Utah Administrative Code R357-40 (Broadband Access Grant Program Rule).
- 4. CONTRACT PERIOD:**
 Beginning Effective Date: August 1, 2022
 Project Completion Date: February 1, 2025 (not greater than 30 months after signature date, unless otherwise approved by the State)
- 5. CONTRACT AMOUNT:** The State awards and the Grantee accepts a grant award of up to \$5,856,443.00 (the award amount or "Grant Amount").
- 6. ATTACHMENTS INCLUDED AND MADE PART OF THIS AGREEMENT:**
 Attachment A – Standard Terms and Conditions for Grants
 Attachment B – Project Application (the entire Application, attachments, maps, etc.)
 Attachment C – Project Scope of Work



7. DOCUMENTS INCORPORATED BY REFERENCE BUT NOT ATTACHED:

All governmental laws, regulations, or actions applicable to the grant authorized by this Agreement, including but not limited to those Utah Code sections listed above in Section 3, Authority, and in Utah Code § 63G-2-101 et seq (GRAMA).

8. AGREEMENT EXECUTION:

Each person signing this Agreement represents and warrants that he/she is duly authorized and has legal capacity to execute and deliver this Agreement and bind the Parties hereto. Each signatory represents and warrants to the other that the execution and delivery of the Agreement and the performance of each Party's obligations hereunder have been duly authorized and that the Agreement is a valid and legal contract binding on the Parties and enforceable in accordance with its terms. This Agreement is not fully executed until all Parties, including but not limited to the Utah Division of Finance, have signed this Agreement.

RECITALS

A. WHEREAS, in 2021, the Utah State Legislature in Utah Code § 63N-17-301 established the Broadband Access Grant Program for the construction and expansion of high-speed broadband service in unserved or underserved areas of the State;

B. WHEREAS, the Project Application in Attachment B, the terms of which are incorporated herein by reference, are agreed upon for the construction and expansion of high-speed broadband service by the Grantee in a specific geographic area(s) related to the Project, as shown in attached maps and plans;

C. WHEREAS, the State approved Grantee's Project Application on January 21, 2022 (the "Grant Award Date") subject to the execution of this Agreement and completion of the Project Scope of Work set forth in Attachment C, the terms of which are incorporated herein by reference;

AGREEMENT

NOW, THEREFORE, in consideration of the promises contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

TERMS AND CONDITIONS

1. **Grant and Project.** Subject to the terms of this Agreement, the State hereby awards exclusively to Grantee the sum not to exceed \$5,856,443.00 (the "Grant" or "Grant Amount"). The Grant shall be used by Grantee solely to pay for Eligible Project Costs (as described herein), or reimbursement of those costs, related to the project and scope of work as set forth in the Project Application, as approved by the State, and as described in the Scope of Work (the "Project"). Grantee hereby agrees to complete the Project according to the timeline outlined in the Project Application, the Broadband Access Grant Program requirements, and in no event later than the Completion Date above and described in Section 14 below. The Grant Amount is to be used only for approved eligible costs, construction and expansion of high-speed broadband infrastructure used to provide service as specified in the Scope of Work. Grantee will obtain the Twenty-Five Percent (25%) matching contributions as required by Utah Code § 63N-17-301(vii), as described in the Project Application ("Matching Funds") and will provide documentation of such Matching Funds by the date of execution of this Agreement.

2. **Project Scope.** The Project Scope of Work shall not be materially modified by Grantee without the prior written approval of the State, and such approval shall be reasonably granted by the State or its agent within five business days. The Project and Scope of Work are set forth more particularly in Attachments B and C. In considering modifications or time extensions, the State may consider as a mitigating factor any milestone delays caused by supply chain issues or labor shortages not caused by the Grantee and/or outside the control of Grantee.

3. **Conditions Precedent to Disbursement of Grant.** Except as provided herein, if Grantee fails to satisfy or fulfill any of the following conditions, then the State may terminate this Agreement without any or additional payment of the Grant. The State shall not be obligated to disburse any funds under this Agreement unless and until the following conditions precedent have been met:

a. **Production and Review of Documents:** Before the disbursement of any grant funds to Grantee, the Grantee shall first submit the following information or records to the State for review and approval:

(1) **Documented Proof of Matching Funds.** Proof of Matching Funds may consist of a commitment letter from the additional funding source, such as from a political subdivision of the State (service district, local government, county or municipality), committing funds for the Project, or Grantee's financial institution statements showing the matching funds.

(2) **Professional Engineer Stamped Plans.** Grantee shall provide State with Project plans stamped/sealed by a Professional Engineer. Project plans are subject to approval by the State and its designated agent. The Project plans shall be reviewed and approved, or recommended changes shall be provided by the State or its designated agent within ten (10) business days, or such plans shall be deemed approved by the State. Before the final disbursement of the last 10% of the Grant funds (the "Grant Closeout" as set forth in Section 5, below), Grantee shall provide a second Professional Engineer stamped review, or review from a third-party verifier pre-approved by the Utah Broadband Center. This final review will confirm that the Project has been completed, the design and installation conform to all applicable federal, state, and local requirements and standard engineering practice, and that the installed infrastructure will provide the service levels stated in the application.

b. **Other Conditions.** Disbursement shall also be subject to the following other conditions:

(1) No material modifications or delays have been made to the Project or Scope of Work (or the State has been advised of the modifications or delays and has elected in writing to continue to participate in the funding of the Project);

(2) The representations made to the State in the Project Application continue to be true (or, if there have been any material changes, the State has been advised of such changes and has assented in writing to those changes).

(3) Grantees who are awarded middle-mile funds in conjunction with last-mile projects and choose to resell to ISPs, shall do so at a reasonable and affordable price comparable to market rates elsewhere for similar projects.

(4) Grantee, or its contracted internet service provider, shall participate in the Federal Affordable Connectivity Program (ACP).

(5) **Project Participants List.** Grantee provides the State with a list of all contractors or subcontractors, including engineering firms, who will provide goods or services for the Project. The Project Participant List shall include business name, contact person, mailing address, phone, email address, with a description of goods and services to be provided. The Project Participant List is subject to revision by Grantee, and Grantee shall provide the revised list upon request from the State.

c. **Waiver.** The State in writing may waive one or more of the previous conditions to disbursement or may allow satisfaction of one or more of these conditions subsequent to disbursement.

4. **Permissible Use of Grant Funding.** The Parties agree that Grantee is the sole recipient entitled to receive disbursement of any Grant Amount awarded under this Agreement.

a. Funds awarded as part of this Agreement can only be used for Eligible Project Costs as described herein, and in Attachment C: Project Scope of Work. Any changes to the approved project must be submitted in writing and approval must be obtained prior to using funding outside of the originally approved project parameters. Funding obtained through this Agreement cannot be used to reimburse expenditures incurred prior to the Period of Performance.

b. **Source of Grant Funds.** Grant funds come from State or Federal appropriations. State shall notify Grantee of the source of funds prior to disbursement to Grantee. If the Grant funds come from Federal appropriations, then use of those funds shall be subject to Federal requirements, which requires that Grantee solicit, through a competitive bidding process, the services to complete the Project, in addition to other Federal requirements such as those set forth below, depending on the source of those funds:

(1) **Requirements for Grant Funds from ARPA.** Due to the Grant funds being federal funds from the ARPA, it is the responsibility of the Grantee to adhere to all use of funding requirements as outlined in the applicable laws, including but not limited to American Rescue Plan Act of 2021 ("ARPA"), Public Law 117-2, codified at 42 U.S.C. 802 et seq., Section 603 of the Social Security Act, 31 CFR Part 35, and the U.S. Department of the Treasury's Final Rule (31 CFR Part 35 RIN 1505-AC77) ("Treasury Final Rule") regarding Coronavirus State and Local Fiscal Recovery Funds ("SLFRF"), the (Broadband Access Grant Program (Utah Code 63N-17-301), and Broadband Access Grant Program Rule (Utah Administrative Code R357-40).

Recipients of SLFRF funds are subject to the provisions of the Uniform Guidance (2 CFR part 200) from the date of award to the end of the period of performance on December 31, 2026, unless otherwise specified in this rule or program specific guidance. Costs must follow the requirements in 2 CFR 200 Subpart E, Cost Principles, including procurement standards.

Funds provided through this Agreement are considered to be federal financial assistance subject to the Single Audit Act (31 U.S.C. §§ 7501-7507) and the related provisions of the Uniform Guidance, 2 C.F.R. § 200.303 regarding internal controls, §§ 200.330 through 200.332 regarding subrecipient monitoring and management, and subpart F regarding audit requirements. The CFDA number assigned to the CRF is 21.027, pending completion of registration by the federal government.

Grantee acknowledges and agrees that the State is subject to reporting requirements regarding the use of the Grant funds and that the State may be subject to recoupment by/to the United States Treasury for amounts that are not expended for eligible uses. Any use of awarded funding by Grantee that is contrary to the agreed upon project parameters or federal regulations will be subject to project cancellation and recoupment of awarded funds. See Section 6, below, for additional information regarding recoupment of funds

Grantee shall not loan, grant, or collateralize the Grant funds.

(2) **Requirements for Grant Funds from ARPA.** Grantee shall require that carriers or internet service providers participate in the Affordable Connectivity Plan, to assure that a low-cost broadband internet connection option is offered at speeds of at least 100/20 Mbps. Grantee shall report pricing data as part of program performance and monitoring.

5. **Period of Performance.** The period of performance for this award begins on the date hereof and ends on December 31, 2026. As set forth in the U.S. Department of the Treasury's implementing regulations, and notwithstanding the Grantee may use award funds to reimburse Eligible Costs incurred during the period that begins on March 3, 2021 (which is prior to the Beginning Effective Date of this Agreement and the Period of Performance), and ends on December 31, 2024. For the sake of clarity in the interpretation of this Section, Grantee must obligate the funds by December 31, 2024, and should expend the funds by December 31, 2026.

6. **Recoupment, Claw Back, Holdback.** To the extent that an inspection or a future audit shows: (i) that Grantee has not expended Grant funds in accordance with the Broadband Access Grant Program requirements, the terms of this Agreement, or Federal requirements, as applicable (*i.e.*, Final Treasury Rule), or (ii) the Grantee has used the Grant to pay for ineligible costs; then Grantee shall be required to

repay those funds to the State. Grantee agrees to pay any associated collection fees, court, attorney's fees and costs, incurred by the State in collection efforts or caused by the Grantee's breach of this Agreement.

7. **Grant Disbursement.**

a. **Grant Disbursement Payments.** Disbursement shall occur on a reimbursement basis. Grantee shall submit its written requests for reimbursement of expenses from the Grant ("Draw Request") to the Director of the Utah Broadband Center, or to such person as the Director may delegate in writing on a quarterly basis. Grantee's Draw Requests shall identify the Eligible Project Costs for which the Grantee is seeking reimbursement. Grantee shall reasonably cooperate with the State or with such person as the State may designate in writing (e.g., the Fiber Optics Manager from the Utah Department of Transportation), to allow for reasonable inspections of work in progress and completed work. Upon satisfaction of all provisions of the conditions precedent described in Section 3 of this Agreement, the State shall have thirty (30) days to review the Draw Requests, conduct any requested inspection of Eligible Project Costs and Project work (to be inspected by the Director, or designated agent), and to approve or dispute the Draw Request. Undisputed portions of each Draw Request shall be paid by the State within thirty (30) days of approval. The State shall provide a detailed description of any disputed portion of a Draw Request and the State and the Grantee shall meet and confer to discuss the disputed portion of the Draw Request.

b. **Grant Closeout.** Disbursement of the final, increment of Ten percent (10%) of the Grant upon satisfactory completion of one hundred percent (100%) of the Project and any related Project milestones set forth in Attachment C ("**Closeout Payment**"). Together with the final Draw Request, submitted in advance, Grantee shall provide a second Professional Engineer stamped review, or review from a third-party verifier pre-approved by the Utah Broadband Center. Prior to receiving the Closeout Payment, Grantee shall provide a report showing speed test results (using speedtest.utah.gov) at various sites spread throughout the Project area conducted on the broadband lines that pass along the customer premises (tested outside of the customer's premises using Grantee's or its subcontractor's equipment, and for example, not tested within the customer's home, using the customer's equipment), for sample size of at least Five percent (5%) of the households spread throughout the Project area who have subscribed by the time of the Completion Date. This review will confirm that the Project has been completed, the design and installation conform to all applicable federal, state, and local requirements and standard engineering practice, and that the installed infrastructure will provide the service levels stated in the Project Application. Any inspection by the State under this Section 7.b shall be completed within sixty (60) days of Grantee's final Draw Request and disbursement of the Closeout Payment and the final Draw Request shall be made within ninety (90) days of the Grantee's final Draw Request.

If actual Project costs exceed the budget included with the Application, then Grantee shall still be required to finish the proposed project without an increase in the Grant. The Project must be completed before the Closeout Payment is disbursed.

8. **Documentation of Financial Transactions, Eligible and Ineligible Project Costs.** During the term of this Agreement and for six (6) years following the termination of this Agreement, Grantee shall maintain financial records documenting the use of the Grant, and Grantee's expenditure of those Grant funds to pay the costs and expenses associated with the Project. In addition, Grantee shall submit any other documentation as reasonably requested by the State. Upon three (3) days prior written notice, Grantee shall make these records available during business hours for inspection by the State or its designated agent. Grantee shall not use the Grant to pay for ineligible costs. For purposes of disbursement of the Grant progress payments, the following subsections contain examples of eligible and ineligible Project costs:

a. **Eligible Project Costs:**

- (1) Procurement, installation, legal, administrative and compliance costs associated with the planning, engineering, procurement, construction, installation, testing and deployment of last-mile broadband infrastructure that supports broadband service at the locations and speeds identified in the application; and,
- (2) Procurement, installation, legal, administrative and compliance costs associated with planning, engineering, procurement, construction, installation, testing and deployment of middle-mile broadband infrastructure necessary for the last-mile connections; and,
- (3) Administrative, legal and compliance costs associated with this Agreement, the Grantee's Compliance with the Program, and audits of Grantee's compliance with the Broadband Program or other applicable State and Federal requirements.

Examples: Project planning, design, construction permits, construction of facilities, equipment, installation, and testing of service.

b. **Ineligible Costs:**

- (1) General broadband planning not associated with a specific last-mile build
- (2) Ongoing operational and maintenance expenses
- (3) Middle-mile infrastructure that is not directly connected to the last-mile connection.
- (4) Expenses related to the provision of separate telephone line or cable video services that are not necessary for the delivery of broadband services.

9. **Annual Reporting.**

a. **Project Milestone Progress Reports.** On the yearly anniversary of the date of this Agreement, and during the Period of Performance, but prior to the Completion Date, the Grantee shall provide an annual report to the Utah Broadband Center Director or designee, showing the use of the funds for Eligible Project Costs, the progress toward fulfilling the Project Milestones in Attachment C, with any updated estimate for the Completion Date of the Project.

b. **Post-Completion Date Reports.** After completion of the Project, and on the anniversary of the Completion Date, the Grantee shall provide annual reports to the Utah Broadband Center for three (3) years after completion of the project. The reports shall be in a format specified by the Center and shall give an accounting by the Grantee, including all of, but not limited to, the following:

- (1) The number and location of residences and businesses that will have access to the broadband service;
- (2) The speed of broadband service; Service providers shall perform a speed test at speedtest.utah.gov at the time of installation of broadband lines (for example, tests conducted on the lines in front subscriber's premises or household, using Grantee's or its subcontractor's equipment, but not using subscriber's own equipment) pre and post completion of the installation to verify speed availability
- (3) The price of broadband service to consumers/subscribers (frozen for three years); and if subject to Federal Capital Projects Fund requirements, the Grant Awardee or subcontracted Internet Service Providers (ISP) shall provide a low-cost option and participate in the Federal Affordable Connectivity Program (ACP)
- (4) The broadband service adoption rates.

10. **Compliance with Regulatory Requirements and Federal, State and Local Law or Rule.**

Grantee shall comply with all regulatory requirements, including but not limited to right-of-way access laws and regulations, nondiscrimination, worker safety, local labor preferences, environmental, building codes, local building permit rules and regulations, preferred vendor programs, equal employment opportunity, use of competitive bidding, and other similar requirements. To the extent permitted by law, Grantee hereby agrees to indemnify, defend and hold harmless the State from any cost, expense, or liability for any failure to comply with any such applicable requirements.

11. **Publicity and Project Information.** It is strongly recommended that Grantee acknowledge State funding in all news releases and other publicity issued by Grantee concerning the Project. If any publicity events are planned in relationship to the Project, the State should likewise be acknowledged as a contributor in the invitation for the event. It is strongly recommended that the Grantee notify the State of any such publicity events at least thirty (30) days prior to when they occur. Likewise, Grantee should cooperate with the State in preparing public information pieces, providing slides and photos of the Project from time to time, and providing reasonable access to the Project (in Grantee's reasonable discretion), for publicity purposes to the extent allowed by the landowner. The State has the right and shall be provided the opportunity to use any and all non-confidential information gained from the Project, provided such information does not result in a commercial disadvantage to Grantee, or a commercial advantage to a competitor of Grantee.
12. **Indemnification.**
- a. **If Grantee Is a Utah State Governmental Entity** (*i.e.*, political subdivision, county, city, service district, etc.). Both parties to this Contract are governmental entities as defined in the Utah Governmental Immunity Act (Utah Code Ann. 63G-7-101 et. seq.). Nothing in this Contract shall be construed as a waiver by either or both parties of any rights, limits, protections or defenses provided by the Act. Nor shall this Contract be construed, with respect to third parties, as a waiver of any governmental immunity to which a party to this Contract is otherwise entitled. Subject to and consistent with the Act, each party will be responsible for its own actions or negligence and will defend against any claims or lawsuit brought against it. There are no indemnity obligations between these parties.
- b. **If Grantee is not a Utah State Entity.** Grantee agrees to indemnify, save, hold harmless, and release the State of Utah and all its officers, agents, volunteers, and employees from and against any and all loss, damages, injury, liability, suits, and proceedings arising out of the performance of this Agreement which are caused in whole or in part by the negligence of the Grantee's officers, agents, volunteers, or employees, but not for claims arising from the State's negligence. Any provision attempting to limit the liability of Grantee or limit the rights of the State must be in writing and attached to this Agreement or it is rendered null and void.
13. **Audits of Records.** After three (3) days prior notice by State, the Grantee shall allow the State or designated agent, State auditors and State agency staff access to all records pertaining to the Project and to this Agreement, for audit and inspection, and monitoring of performance. Such access will be during normal business hours or by appointment.
14. **Withdrawal of State Funding.** The State may withdraw or cease disbursement of grant funds and withdraw funding approval for future disbursements if Grantee has materially changed the scope, schedule or timing of the Project without providing written notice to the State. The State must give Grantee thirty (30) days prior written notice of its decision to cease fund disbursement and withdraw future funding approval. Such Notice shall: (a) describe material changes to the Project identified by the state, (b) identify action Grantee must undertake to address material change and maintain disbursement funding, (c) provide Grantee with an opportunity to respond to the notice, and (d) work with Grantee to identify a timeline in which Grantee must complete any action to address material change. If Grantee fails to comply with this part or complete action to address material changes, then State may terminate this Agreement. The State may consider as a mitigating factor any milestone delays caused by supply chain issues or labor shortages not caused by the Grantee and/or outside the control of Grantee. The State may also withdraw funding if there have been delays in the implementation of the Project which, in the State's sole discretion, make the Project infeasible or impracticable.
15. **Grantee's Inability to Complete Project.** If Grantee determines with reasonable probability that the Project will not or cannot be completed as reflected in the Project Application, Grantee shall

promptly advise the State and cooperate in good faith with respect to alternative solutions before any subsequent funds are disbursed by the State.

16. **Completion Date.** Grantee shall complete the construction and deployment of broadband services by the Completion Date and Project Milestones in Attachment C. Prior to the Completion Date, either party may terminate this Agreement for the reasons provided in the above Section 3 (Conditions Precedent to Disbursement of Grant) and Section 14 (Withdrawal of State Funding), by providing the other party with at least thirty (30) calendar days' advance written notice.

17. **Assignment.** Grantee shall not assign its rights or delegate its obligations under this Agreement without the express written consent of the State. Consent to assign the Grant may be withheld in the sole discretion of the State. The State may freely assign this Agreement.

18. **Future Funding.** The Grant only applies to the construction and completion of the Project specifically described in this Agreement and its Attachments. The State makes no representations regarding future funding for other projects or properties that are not expressly referenced or described in the Project Application.

19. **Breach.** In the event that Grantee breaches any of the terms or conditions of this Agreement, then upon State's discovery of the breach, the State shall provide written notice of such breach to the Grantee, and Grantee shall have thirty (30) days to remedy the breach. If the Grantee fails to remedy the breach after notice, the State shall have the following remedies:

- a. **Prior to Payment of Grant In Full.** The State reserves the right to immediately withdraw additional funding and/or terminate this Agreement.
- b. **After Payment of Grant.** After the State provides notice as required in Section 14, the State reserves the right to deem Grantee ineligible for participation in future State grants, loans or projects, if Grantee defaults in its obligations hereunder.
 - (1) **Return of Grant.** The State further reserves the right to demand return of Grant funding, which shall be remitted to the State within five (5) business days of the date of demand.
 - (2) **Enforcement and Collection.** In addition to the foregoing, the State shall be entitled to pursue any other remedy available at law or in equity, including filing a lawsuit to enforce this Agreement or collect amounts owed under this Agreement.

20. **Good Faith.** Both parties have an obligation of good faith, including the obligation to make timely communication of information which may reasonably be believed to be of interest to the other party.

21. **Independent Status of Grantee.** If the Grantee is not a political subdivision of the State, then the parties acknowledge that the State lacks the power and right to direct all of the actions of Grantee who is an independent entity, and Grantee acts in its separate capacity and not as an officer, employee, or agent of the State or of the State of Utah.

22. **Severability.** If any provision of this Agreement is declared void or unenforceable, such provision shall be deemed severed from this Agreement, and the balance of this Agreement shall otherwise remain in full force and effect.

23. **Time is of the Essence.** Time is of the essence in this Agreement.

24. **Survival.** Subsequent to the funding of the Grant, the Completion Date, and/or after the termination of this Agreement, the Grantee shall have a number of ongoing obligations. Certain terms and provisions of this Agreement shall survive the completion of the Project, or the termination of this Agreement, for example, including but not limited to, the obligation to retain financial records in Section

6, above, or to maintain a three-year price freeze on consumer subscription rates in Attachment C, such that Grantee shall not increase subscription prices during that time period, but the Grantee may reduce subscription prices.

25. **Counterparts.** This Agreement may be executed in one or more counterparts, each of which shall be an original, but all of which, when taken together, shall constitute one Agreement.

26. **Third Party Beneficiary.** The State and Grantee hereby acknowledge and agree that this Agreement is intended only to cover the relative rights and obligations between the State and Grantee, and that no third-party beneficiaries are intended, unless otherwise expressly stated.

27. **Construction.** Each party hereto has reviewed and revised (or requested revisions of) this Agreement, and therefore, any usual rules of construction requiring that ambiguities are to be resolved against a particular party shall not be applicable in the construction and interpretation of this Agreement.

28. **Entire Agreement.** Except as expressly provided herein, this Agreement constitutes the entire agreement of the parties. No oral understanding or agreement not incorporated in this Agreement shall be binding upon the parties. No changes in this Agreement shall be valid unless made in writing and signed by the parties to this Agreement.

29. **Conflicts in Terms.** The State has previously approved the Project as set forth in Attachment B and Attachment C. Any conflicts in terms between the terms set forth in this Grant Agreement and Attachments A, B and C, shall be resolved first in favor of any controlling law or regulation, and then second in favor of this Agreement, and third in favor of the Attachment A terms and conditions, followed by Attachment B and Attachment C.

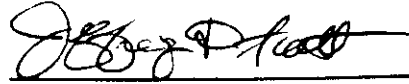
30. **Force Majeure.** Neither party shall be considered to be in default of this Agreement if delays in or failure of performance shall be due to uncontrollable forces the effect of which, by the exercise of reasonable diligence, the nonperforming party could not avoid. The term "uncontrollable forces" shall mean any event that results in the prevention or delay of performance by a party of its obligations under this Agreement and which is beyond the control of the nonperforming party. It includes, but is not limited to, fire, flood, earthquakes, storms, lightning, epidemic, war, riot, civil disturbance, sabotage, inability to procure permits, licenses, or authorizations from any state, local, or federal agency or person for any of the supplies, materials, accesses, or services required to be provided by either party under this Agreement, strikes, work slowdowns or other labor disturbances, and judicial restraint.

(This Section is intentionally left blank, the signature page follows)

IN WITNESS WHEREOF, the parties have signed this Agreement as of the dates below.

STATE:
UTAH BROADBAND CENTER

GRANTEE:
BOX ELDER COUNTY



Name: Rebecca Dilg

Title:

Date:

Contact information for notice purposes:

Address: 60 East South Temple, Suite 300
Salt Lake City, UT 84111-1041

Email: rdilg@utah.gov

Name: Jeffrey D. Scott

Title: Commission Chair

Date: 08-31-2022

Contact information for notice purposes:

Address: 1 South Main Street
Brigham City, UT 84302

Email: jscott@boxeldercounty.org

**GOVERNOR'S OFFICE OF ECONOMIC
OPPORTUNITY**

Name:

Title:

Date:

**GOVERNOR'S OFFICE OF ECONOMIC
OPPORTUNITY**

Name:

Title:

Date:

APPROVED BY:
DIVISION OF FINANCE

Name:

Title:

Date:

ATTACHMENT A: STANDARD TERMS AND CONDITIONS FOR GRANTS

ATTACHMENT A: STANDARD TERMS AND CONDITIONS FOR GRANTS

1. **DEFINITIONS:** The following terms shall have the meanings set forth below:
 - a. **"Agreement"** means these terms and conditions, the cover pages, and all other attachments and documents incorporated by reference.
 - b. **"Grant Money"** means money derived from State fees or tax revenues that are owned, held, or administered by the State.
 - c. **"Grantee"** means the individual or entity which is the recipient of Grant Money from the State. The term "Grantee" includes Grantee's agents, officers, employees, and partners.
 - d. **"Non-Public Information"** means information that is deemed private, protected, controlled, or exempt from disclosure under the Government Records Access and Management Act (GRAMA) or as non-public under other applicable State and federal laws. Non-Public Information includes those records the State determines are protected after having properly received a written claim of business confidentiality as described in Utah Code § 63G-2-309. The State reserves the right to identify additional information that must be kept non-public under federal and State laws.
 - e. **"State"** means the State of Utah Department, Division, Office, Bureau, Agency, or other State entity identified on the Agreement providing the Grant Money.
 - f. **"Subcontractors"** means persons or entities under the direct or indirect control or responsibility of Grantee, including, but not limited to, Grantee's agents, contractors hired by Grantee, consultants, employees, authorized resellers, or anyone else for whom Grantee may be liable at any tier, including a person or entity providing or performing this Agreement, including Grantee's manufacturers, distributors, and suppliers.
2. **GOVERNING LAW AND VENUE:** This Agreement shall be governed by the laws, rules, and regulations of the State of Utah. Any action or proceeding arising from this Agreement shall be brought in a court of competent jurisdiction in the State of Utah. Venue shall be in Salt Lake City, in the Third Judicial District Court for Salt Lake County.
3. **LAWS AND REGULATIONS:** At all times during this Agreement, Grantee and all acts performed under this Agreement will comply with all applicable federal and State constitutions, laws, rules, codes, orders, and regulations, including applicable licensure and certification requirements.
4. **RECORDS ADMINISTRATION:** Grantee shall maintain or supervise the maintenance of all records, receipts and any other documentation necessary to properly account for payments made by the State to Grantee under this Agreement. This includes documentation related to Grantee's performance of the Agreement terms, scope of work, project-specific requirements, and outcomes reported to the State by Grantee. These records shall be retained by Grantee for at least six (6) years after final payment, or until all audits initiated within the six (6) years have been completed, whichever is later. Grantee agrees to allow, at no additional cost, State of Utah and federal auditors, State staff, and/or a party hired by the State, access to all records necessary to account for all Grant Money received by Grantee as a result of this Agreement and to verify that Grantee's use of the Grant Money is appropriate and has been properly reported.
5. **CONFLICT OF INTEREST:** If Grantee is not a political subdivision of the State, then Grantee represents that none of its officers or employees are officers or employees of the State of Utah, unless full and complete disclosure has been made to the State.
6. **INDEPENDENT CAPACITY:** If Grantee is not a political subdivision of the State, then Grantee in the performance of this Agreement, shall act in an independent capacity and not as officers or employees or agents of the State of Utah agency effectuating this Agreement.
7. **[Deleted] INDEMNITY**
8. **EMPLOYMENT PRACTICES:** Grantee agrees to abide by federal and State employment laws, including: (i) Title VI and VII of the Civil Rights Act of 1964 (42 U.S.C. 2000e) which prohibits discrimination against any employee or applicant for employment or any applicant or recipient of services, on the basis of race, religion, color, or national origin; (ii) Executive Order No. 11246, as amended, which prohibits discrimination on the basis of sex; (iii) 45 CFR 90 which prohibits discrimination on the basis of age; (iv) Section 504 of the Rehabilitation Act of 1973, or the Americans with Disabilities Act of 1990 which prohibits discrimination on the basis of disabilities; and (v) Utah's Executive Order, dated December 13, 2006, which prohibits unlawful harassment in the workplace.

Grantee further agrees to abide by any other laws, regulations, or orders that prohibit the discrimination of any kind by any of Grantee's employees.

9. **AMENDMENTS:** This Agreement may only be amended by the mutual written agreement of the parties, which amendment will be attached to this Agreement. Automatic renewals will not apply to this Agreement even if listed elsewhere in this Agreement.
10. **TERMINATION:** Unless otherwise stated in Agreement above, then according to this Attachment's terms and conditions the Agreement may be terminated with cause by either party, in advance of the specified termination date, upon written notice being given by the other party. Any material violation of the terms of the program or Agreement may give rise to for-cause termination.
11. **NONAPPROPRIATION OF FUNDS, REDUCTION OF FUNDS, OR CHANGES IN LAW:** Upon thirty (30) days written notice delivered to Grantee, this Agreement may be terminated in whole or in part at the sole discretion of the State, if the State reasonably determines that: (i) a change in Federal or State legislation or applicable laws materially affects the ability of either party to perform under the terms of this Agreement; or (ii) that a change in available funds affects the State's ability to pay under this Agreement. A change of available funds as used in this paragraph, includes, but is not limited to, a change in Federal or State funding, whether as a result of a legislative act or by order of the President or the Governor.
12. **INSURANCE:** Grantee shall at all times during the term of this Agreement, without interruption, carry and maintain commercial general liability insurance from an insurance company authorized to do business in the State of Utah. The limits of this insurance will be no less than three million dollars (\$3,000,000.00) per occurrence and five million dollars (\$5,000,000.00) aggregate. Grantee shall provide proof of the general liability insurance policy and other required insurance policies to the State within thirty (30) days of contract award. Grantee must add the State of Utah as an additional insured with notice of cancellation. Failure to provide proof of insurance, as required, will be deemed a material breach of this Agreement. Grantee's failure to maintain this insurance requirement for the term of this Agreement will be grounds for immediate termination of this Agreement.
13. **WORKERS COMPENSATION INSURANCE:** Grantee shall maintain, during the term of this Agreement, workers' compensation insurance for all its employees, as well as any Subcontractors as required by law.
14. **PUBLIC INFORMATION:** Grantee agrees that this Agreement and invoices will be public records in accordance with the State of Utah's Government Records Access and Management Act (GRAMA). Grantee gives the State express permission to make copies of this Agreement, related documents, and invoices in accordance with GRAMA. Except for sections identified in writing by Grantee and expressly approved by the State of Utah Division of Purchasing and General Services, all of which must be in accordance with GRAMA, Grantee also agrees that Grantee's Application will be a public document, and copies may be given to the public as permitted under GRAMA. The State is not obligated to inform Grantee of any GRAMA requests for disclosure of this Agreement, related documents, or invoices.
 - a. **Grantee** may designate certain business information as protected under GRAMA pursuant to Utah Code Section 63G-2-305 and 63G-2-309. It is Grantee's sole responsibility to comply with the requirements of GRAMA as it relates to information regarding trade secrets and information that should be protected under business confidentiality.
15. **PAYMENT:** The acceptance by Grantee of final Grant Money payment, without a written protest filed with the State within ten (10) business days of receipt of final payment, shall release the State from all claims and all liability to Grantee. No State payment is to be construed to prejudice any claims that the State may have against Grantee. State may withhold, adjust payment amount, or require repayment of any Grant Money under this Agreement that is: provided in reliance on an inaccurate or incomplete representation, unsupported by sufficient invoices or other documentation, not used by Grantee for the project identified, used for any purpose in violation of the terms of this Agreement or in violation of the law, or paid in excess of what is actually owed.
16. **REVIEWS:** The State reserves the right to perform reviews, and/or comment upon Grantee's use of the Grant Money set forth in this Agreement. Such reviews do not waive the requirement of Grantee to meet all of the terms and conditions of this Agreement.
17. **ASSIGNMENT:** Grantee may not assign, sell, transfer, subcontract or sublet rights, or delegate any right or obligation under this Agreement, in whole or in part, without the prior written approval of the State.
18. **NON-PUBLIC INFORMATION:** If Non-Public Information is disclosed to Grantee, Grantee shall: (i) advise its agents, officers, employees, partners, and Subcontractors of the obligations set forth in this Agreement; (ii) keep all Non-Public Information strictly confidential; and (iii) not disclose any Non-Public Information received by it to any third parties. Grantee will promptly notify the State of any potential or actual misuse or misappropriation of Non-Public Information. Grantee shall be responsible for any breach of this duty of confidentiality, including any required remedies and/or notifications under applicable law. Grantee shall indemnify, hold harmless, and defend the State, including anyone for whom the State is liable, from claims related to a breach of this duty of confidentiality, including any notification requirements, by Grantee or anyone for whom Grantee is liable. Upon termination or

expiration of this Agreement and upon request by the State, Grantee will return all copies of Non-Public Information to the State or certify, in writing, that the Non-Public Information has been destroyed. This duty of confidentiality shall be ongoing and survive the termination or expiration of this Agreement.

19. **[Deleted] PUBLICITY**
20. **INDEMNIFICATION RELATING TO INTELLECTUAL PROPERTY:** Grantee will indemnify and hold the State harmless from and against any and all damages, expenses (including reasonable attorneys' fees), claims, judgments, liabilities, and costs in any action or claim brought against the State for infringement of a third party's copyright, trademark, trade secret, or other proprietary right. The parties agree that if there are any limitations of Grantee's liability, such limitations of liability will not apply to this section.
21. **OWNERSHIP IN INTELLECTUAL PROPERTY:** The State and Grantee each recognize that they have no right, title, interest, proprietary or otherwise in the intellectual property owned or licensed by the other, unless otherwise agreed upon by the parties in writing.
22. **WAIVER:** A waiver of any right, power, or privilege shall not be construed as a waiver of any subsequent right, power, or privilege.
23. **ATTORNEYS' FEES:** In the event of any judicial action to enforce rights under this Agreement, the prevailing party shall be entitled its costs and expenses, including reasonable attorneys' fees, incurred in connection with such action.
24. **[Deleted] ORDER OF PRECEDENCE**
25. **[Deleted] SURVIVAL OF TERMS**
26. **[Deleted] SEVERABILITY**
27. **[Deleted] ENTIRE AGREEMENT**

(Revision date: 21 March 2019)

[End of Attachment A]

ATTACHMENT B: PROJECT APPLICATION

Broadband Assistance Grant

Applicant	Brian Carver
Applicant ID	APP-046836
Company Name	Box Elder County Government
Recipient Address	Box Elder County Government 170 North Main Logan, Utah 84321
Phone	(435) 713-1420
Email	brianc@brag.utah.gov
Status	Submitted

Project Contact Information

Question: Project Name

Box Elder County High Speed Internet Expansion

Question: Primary Applicant

Box Elder County

Question: Type of Applicant

Public-private partnerships: local government entities and one or more private entities established to expand affordable broadband access in the state

Question: Primary Contact First Name

Brian

Question: Primary Contact Last Name

Carver

Question: Primary Contact Organization

Bear River Association of Governments

Question: Primary Contact Title

Community & Economic Development Director

Question: Primary Contact Email

brianc@brag.utah.gov

Question: Primary Contact Phone

4357131420

Question: Secondary Contact First Name

Greg

Question: Secondary Contact Last Name

Stevens

Question: Secondary Contact Organization

Beehive Broadband

Question: Secondary Contact Title

Chief Engineer

Question: Secondary Contact Email

greg.stevens@beehive.net

Question: Secondary Contact Phone

8012017372

Question: Official to sign contract

Stan Summers

Question: W9

W9 Confirmation.docx (11/1/2021 10:47 PM)

Question: Business license

Business Licenses.docx (11/1/2021 10:47 PM)

Project Overview

The highest priority for the broadband grant is rural unserved then underserved areas.

Question: Project County

Box Elder County

Question: 2nd Project County

Not Answered

Question: Project City

Multiple Communities

Question: If your Project City is located in Weber, Davis, Utah, or Washington County please provide the City population.

Not Answered

Question: Project Location and Project Description

The project will extend fiber optic internet access to the door of over 920 households and businesses in rural communities of Box Elder County, including Mantua, Howell, Bear River City, Elwood, and Willard; and the unincorporated areas of Thatcher, Penrose, and South Willard.

Two telecommunications providers will be assisting in this project:
Beehive Broadband will build out the western communities of Howell, Thatcher, Penrose, Bear River, and Elwood.
Connex Broadband will build out the communities of Willard, South Willard, and Mantua.

Each provider commits to provide fiber to the premises to every interested residence and business within their declared service areas. This investment from the Utah Broadband Center will build out the fiber backbone of each community and the telecommunications providers will provide last-mile connections to each user at no additional charge to the subscriber.

Question: Attach Spreadsheet of addresses

[BECBroadband Addresses.xlsx](#) (11/1/2021 5:44 PM)

Question: Maps of proposed area. Attach a .shp or .kml/.kmz file map showing the proposed service area including last mile coverage and middle mile routes with boundaries.

[BECBroadband1_rescommpts_only.kmz](#) (11/1/2021 5:54 PM)

Greatest Investment in Last Mile Connections

Please download the [Anticipated Broadband Improvements Spreadsheet](#) and [Project Readiness, Implementation, and Operation](#) that will be required for the following section.

Question: List the number and kind of passes pre-build and post-build, speeds, latency, packet loss, data usage caps, and monthly costs.

Anticipated Broadband Improvements Box Elder County.xlsx (11/1/2021 9:42 PM)

Question: Method of calculating households and businesses

County Recorder data reporting properties with residential or commercial structures.

Question: Is there a connection fee?

No

Question: If there is a connection fee please enter the amount.

Not Answered

Question: What type of technology will be used to provide broadband?

Fiber to the Premises

Question: Describe the network design. Provide evidence of the scalability and capabilities of the proposed project's technology, the ability to upgrade, and that the proposed network meets industry reliability standards.

The backhaul between locations will consist of Ciena hardware and will start with 10Gbps capacity with the ability to add additional 10Gbps links or 100Gbps as needed. Each cabinet will start with one Calix E7-2 GPON blade that has 8 GPON ports capable of 2.5Gbps down, 1.2Gbps up, and supporting up to 32 subscribers per port with a total of 256 subscribers per blade. Adding additional blades to support more subscribers is easily done. As bandwidth requirements continue to grow, we can utilize the Calix 10Gbps PON platform side by side with the existing platform without a major overhaul and using the same fiber plant. At the subscribers premise we will use Calix ONTs/Routers to support the end users. Calix & Ciena are top-tier fiber network hardware are used by numerous service providers around the world.

Question: Provide timeline, project milestones, business model including marketing strategies, take-rate, sustainability of network operation including a 5-year service commitment, and demonstration of experience and technical expertise.

Box Elder Project Readiness, Implementation, and Operation.docx (11/1/2021 10:07 PM)

Question: Based on the technology and use of funds considering the number of connections, rurality, or the economic need in last-mile connections, explain how this project makes the greatest investment for a long-term solution for the state of Utah

This investment will provide residents and businesses of dispersed, remote communities in Box Elder County with access to state-of-the art, "future-proof" fiber optic telecommunications technology. This infrastructure will be incrementally upgradable for at least the foreseeable decade. It will provide access to critical communication, education, health care, and economic opportunity in portions of the state that are otherwise unlikely to receive solely private investment within the decade due to geographic remoteness and low population densities.

Community Impact

A high priority of this grant is engagement with the impacted community. The applicant is to work with the local community to identify an innovative means of providing a public benefit that addresses the community's needs and includes as a component of the proposed project, a long-term public benefit to the impacted community. The community shall provide a resolution stating the long-term public benefit and minutes from the public meeting where the resolution was unanimously approved. Some examples may include providing service to previously unserved or underserved Community Anchor Institution(s); serve an economically distressed area; digital literacy training; low-income assistance; partner with or establish co-working space; activities to increase adoption; open access.

Question: Upload the Local governing body resolution in support of the project and the minutes of the local government meeting that support the resolution.

[Elwood Resolution.docx](#) (11/1/2021 10:43 PM)
[Howell Minutes-HTC Mtg -10-19-2021.pdf](#) (11/1/2021 10:14 PM)
[Mantua Meeting Minutes 10-28-2021.pdf](#) (11/1/2021 10:13 PM)
[Mantua Resolution 2021-10-28.pdf](#) (11/1/2021 10:13 PM)
[Elwood Oct 28, 2021 Town Council Meeting.doc](#) (11/1/2021 10:13 PM)
[BearRiver.jpg](#) (11/1/2021 10:12 PM)
[Howell Resolution on Broadband.pdf](#) (11/1/2021 10:12 PM)
[BE Resolution21-13.pdf](#) (11/1/2021 10:12 PM)

Question: Identify the long-term public benefit to the impacted community developed in response to the eligible applicant's engagement with the community.

This investment will allow for the adoption of high-speed internet service at multiple community institutions including, Howell Town Office, Elwood Town Office, Bear River City Town Office, Willard City Office, Mantua City Office, Box Elder County Roads Department Office in Elwood, and several churches within and surrounding these communities.

Last-mile deployment of connection lines to subscribers doors will be provided without cost to subscribers, and multiple service subscription tiers will be available to incentivize adoption by low-income households.

The Connex Broadband network in South Willard, Willard and Mantua will be an open access network allowing multiple Internet Service Providers and entertainment packages to be delivered to consumers.

Question: List of stakeholders and partners involved in the grant project and their roles

BRAG - grant writer, project coordinator
 Box Elder County - applicant, coordination, financial partner
 Mantua Town - financial partner

Beehive Broadband - telecommunications provider, implementation team, financial partner
 Connex Broadband - telecommunications provider, implementation team, financial partner

Economic Need

Show how the project is located in an economically distressed area of the state as measured by indices of unemployment, poverty, or population loss. Show how it is unlikely to be served without grant funding. Include an explanation of terrain, population density, socioeconomic factors, or other factors contributing to the cost.

Question: Describe how the project is in an economically distressed area of the state. (See Department of Workforce Services data: <https://jobs.utah.gov/wi/data/library/index.html> or Distressed Communities Economic Index: [countyhttps://eig.org/dci](https://eig.org/dci))

The EIG website measurements indicate that as a whole, Box Elder County is in a good place, economically. However, by the measure of Per Capita Personal Income, a common metric for Federal Economic Development Assistance, Box Elder County lags behind national averages at 72%, \$40,621 to \$56,490.

Additionally, remote rural communities within the county have lower median incomes and struggle with economic diversity and opportunity due to lack of access to consistent high speed internet service. Two of the three Census tracts that encompass this project area record 2019 Per Capital Money incomes of less than 80% of the national average at \$25,671 and \$26,380 to \$34,103.

Budget/Finance/Match

Please download the Budget Template that will be required for the following section.

Question: Budget Template

Box Elder Budget_Utah Broadband Access Grant.xlsx (11/1/2021 10:33 PM)

Question: Total Project Cost

\$10,964,348.00

Question: Grant Funding Request

\$7,500,000.00

Question: Cost per possible last-mile connection

\$4,500.00

Question: Grant Money Match

\$3,464,348.00

Question: Financing/Match - Documentation of the project's financing including the ability for the applicant to fund the match as well as the grant funds prior to reimbursement.

Go Utah Connex Ability To Fund Signed.pdf (11/1/2021 10:32 PM)
Beehive Letter to Utah Broadband Center.pdf (11/1/2021 10:31 PM)

Question: Financing Partners

BRAG/Box Elder County
Beehive Broadband
Connex Broadband
State of Utah, Governor's Office of Economic Opportunity

Question: Leveraged Funding

ARPA funds from Box Elder County
ARPA funds from Town of Mantua
Donated labor and materials from Beehive and Connex

Statement of Responsibility

Use this link for the required Statement of Responsibility, which MUST be signed.

Question: Statement of Responsibility: Download, complete, sign, and attach the provided Statement of Responsibility form to document the entity responsible for long-term maintenance of this project.

Acknowledgement and Signature Document.docx (11/1/2021 10:33 PM)

Business Request For Confidentiality

The information that I provide to the Governor's Office of Economic Opportunity (GOEO) is subject to the Government Records Access & Management Act (Utah Code § 63G-2-309). As a result, some of the information will be available to the public, including the name of my business and the amount of assistance received. However, to receive maximum protection under the law, I hereby claim business confidentiality for all commercially or financially sensitive information provided to GOEO, now and in the future, in connection with this application. The records covered by this claim should be considered, and classified as, "protected"

11/3/21

APP-046836 (Box Elder County Government) Page 7 of 9

because they are comprised of commercial information or non-individual financial information and their disclosure could reasonably be expected to impair the ability of GOEO and its programs to obtain necessary information in the future.

Question: I understand that claiming business confidentiality as outlined here is strongly encouraged and that my decision regarding business confidentiality will not impact my eligibility for funding under the program.

I claim business confidentiality (Recommended)

Terms and Conditions

By accepting grant funds and signing below, you agree on behalf of your business to all terms of the program, UCA 63N-17, and Utah Admin. Code R357-40 including but not limited to the following:

- You are an authorized representative of the business receiving the funds and the representations and documentation provided under the program are complete, true, and correct.
- Your business will maintain records and documentation for the use of funds provided under this program for at least seven years from the date of the award and will allow GOEO personnel and any other designated State personnel, federal government personnel, or third-party contractors to have reasonable access to records and documentation in connection with this program.
- Your business will respond to surveys, submit to audits, and fulfill other requests as reasonably requested by GOEO or its designee(s).
- GOEO may require repayment of funds provided under this program, plus penalty fees, or pursue any other reasonable penalty if, in its sole discretion, it determines that your business has violated the law or a requirement pertaining to the program.
- If any term of this program is determined to violate the law or any conditions pertaining to federal disbursement of funds to the State, GOEO may, in its sole discretion, modify the terms of the program.

Question: If awarded a grant under this program, do you agree to the above stated Program Terms?

Yes

Declaration of Truth and Accuracy

I declare under penalty of perjury that I am an authorized representative of the business named above and the representations herein and documentation provided complete, true, and correct. Any misrepresentation or fraud made in connection with this application may result in criminal prosecution, civil liability, and/or other penalties, including recapture of funds and disqualification from this program. The electronic signature below indicates my intent to be bound by the terms of this program and has the same force and effect of a non-electronic signature (see Utah Code §46-4-201).

Question: Type your name as signature attesting to the preceding statement and agreeing to the Terms and Conditions set forth above.

Brian Carver

Question: Title of signing company representative

BRAG Community & Economic Development Director



[End of Attachment B]

ATTACHMENT C: PROJECT SCOPE OF WORK

Summary:

The project will extend fiber optic internet access to the door of over 920 households and businesses in rural communities of Box Elder County, including Mantua, Howell, Bear River City, Elwood, and Willard and the unincorporated areas of Thatcher, Penrose, and South Willard.

This investment from the Utah Broadband Center will build out the fiber backbone of each community and the contracted telecommunications provider will provide last-mile connections to each user at no additional charge to the subscriber.

The backhaul between locations will consist of Ciena hardware and will start with 10Gbps capacity with the ability to add additional 10Gbps links or 100Gbps as needed. Each cabinet will start with one Calix E7-2 GPON blade that has 8 GPON ports capable of 2.5Gbps down, 1.2Gbps up, and supporting up to 32 subscribers per port with a total of 256 subscribers per blade. Adding additional blades to support more subscribers is easily done. As bandwidth requirements continue to grow, we can utilize the Calix 10Gbps PON platform side by side with the existing platform without a major overhaul and using the same fiber plant. At the subscriber's premise we will use Calix ONTs/Routers to support end users. Calix and Ciena are top-tier fiber network hardware are used by numerous service providers around the world.

This investment will provide residents and businesses of dispersed, remote communities in Box Elder County with access to state-of-the art "future-proof" fiber optic telecommunications technology. This infrastructure will be incrementally upgradable for at least the foreseeable decade. It will provide access to critical communication, education, health care, and economic opportunity in portions of the state that are otherwise unlikely to receive private investment within the decade due to geographic remoteness and low population densities.

This investment will allow for the adoption of high-speed internet service at multiple community institutions including, Howell Town Office, Elwood Town Office, Bear River City Town Office, Willard City Office, Mantua City Office, and the Box Elder County Roads Department Office in Elwood, and several churches within and surrounding these communities.

Last-mile deployment of connection lines to subscriber's doors will be provided without cost to subscribers, and multiple service subscription tiers will be available to incentivize adoption by low-income households.

The EIG website measurements indicate that, as a whole, Box Elder County is in a good place, economically. However, by the measure of Per Capita Personal Income, a common metric for Federal Economic Development Assistance, Box Elder County lags behind national averages at 72%, \$40,621 to \$56,490.

Additionally, remote rural communities within the county have lower median incomes and struggle with economic diversity and opportunity due to lack of access to consistent high speed internet service. Two of the three U. S. Census tracts that encompass this project area record 2019 Per Capital Money Incomes of less than 80% of the national average at \$25,671 and \$26,380 to \$34,103.

Project Plans (see attached Plans, stamped by a Professional Engineer)

Map of Project's Geographic Area (see attached to Application)

Deliverables: Grantee shall construct, install, and provide high-speed broadband service with speeds set forth in the table below for customers/households in the Project Geographic Area. Broadband services shall be at a minimum: 100 Mbps download and 20 Mbps upload speeds and shall have low latency of less than 100 ms, and packet loss of less than two percent (2%).

Customer Pricing Table (Example provided below is specific, and comes from the Grantee's Project application):

\$60/month - 1 Gig Download/1 Gig Upload speeds and number of passes: 424

	Number of
Households	354
Businesses	20
Farms/Ranches	40
Anchor Institutions or Public Facilities	10

Three Year Price Freeze: Before the completion of the Project, and during the three (3) years following the Project Completion Date, the consumer subscription prices for minimum broadband services (100Mbps/20Mbps), shall not exceed those listed in the table above, but the prices may be lower than those stated above. The State, on behalf of consumers, or consumers, shall have standing to file an action to enjoin Grantee from violating the terms of this section. Grantee and any provider shall not charge a connection fee to a subscriber, unless a connection fee amount was listed as part of Grantee's Application, in which case, the connection fee shall not exceed the previously listed amount during the three (3) years following the Project Completion Date.

(Continued on next page)

Project milestones [sample below, insert the actual Timeline and Project Milestones specific to the Project]:

Timeline and Project Milestones		
Name of Applicant: Box Elder Count / Beehive Broadband / Connex Broadband		
Name of Project: Box Elder County Underserved Areas Broadband Expansion Phase II		
Overall Timeline for Project:	Start Date: <i>January 1, 2022</i>	Complete: <i>December 31, 2023</i>
Individual Milestones for Project: Include all planning, procurement, construction, installation, testing, and customer turn-up activities	Estimated Start Date	Estimated Completion Date
<i>Activity A Site walk & staking</i>	<i>January 1, 2022</i>	<i>February 1, 2022</i>
<i>Activity B Permit submittal</i>	<i>January 1, 2022</i>	<i>February 1, 2022</i>
<i>Activity C Preliminary design</i>	<i>January 1, 2022</i>	<i>March 1, 2022</i>
<i>Activity D Materials ordered</i>	<i>February 1, 2022</i>	<i>April 1, 2022</i>
<i>Activity E Final Design</i>	<i>February 1, 2022</i>	<i>May 1, 2022</i>
<i>Activity F Prepare bid documents</i>	<i>April 1, 2022</i>	<i>May 1, 2022</i>
<i>Activity G Pre-bid conference</i>	<i>May 1, 2022</i>	<i>June 1, 2022</i>
<i>Activity H Construction contract award</i>	<i>May 1, 2022</i>	<i>May 1, 2022</i>
<i>Activity I Phase 1 construction start</i>	<i>June 1, 2022</i>	<i>December 31, 2022</i>
<i>Activity J Phase 1 advertising campaign</i>	<i>November 1, 2022</i>	<i>November 1, 2023</i>
<i>Activity K Phase 1 construction complete</i>	<i>December 1, 2022</i>	<i>December 31, 2022</i>
<i>Activity L Phase 1 customer installs</i>	<i>January 1, 2023</i>	<i>December 31, 2023</i>
<i>Activity M Phase 2 construction start</i>	<i>December 1, 2022</i>	<i>December 31, 2023</i>

<i>Activity N Phase 2 advertising campaign</i>	<i>November 1, 2023</i>	<i>Ongoing</i>
<i>Activity O Phase 2 construction complete</i>	<i>December 1, 2023</i>	<i>December 31, 2023</i>
<i>Activity P Phase 2 customer installs</i>	<i>December 1, 2023</i>	<i>Ongoing</i>

A narrative of the Grantee's business model includes the following:

- Marketing strategies
 - Beehive is focused on expanding its network where it makes financial sense. Current expansion plans include upgrades to communities throughout the network and building fiber to underserved communities within Beehive's existing footprint such as Box Elder County. As part of its growth strategy, Beehive advertises through direct mail, local advertising, door hangers, digital content, social media, and its updated website www.beehive.net.
- Take-rate
 - Beehive Broadband expects a take rate of up to 75% after 6 months
- Sustainability of network operation including a 5-year service commitment
 - Beehive Broadband is a privately held company that has been in business since 1963. Beehive was founded to bring modern telecommunications to rural areas in Utah and Eastern Nevada. Today Beehive Broadband has approximately 50 employees and delivers high-speed fiber-optic internet that allows communities faster, clearer internet access along with services like digital voice for clearer phone connections and digital streaming services through BEEtv. Beehive provides data, voice, and television service to approximately 6,000 subscribers spread out over 60 communities.
- Demonstration of experience and technical expertise
 - Beehive Broadband has been providing premier services and solutions for over 50 years. During these 50 plus years, Beehive has entered into a wide variety of agreements with dozens of cities and municipalities across the state. Most common are franchise agreements made directly with the city/municipality for the construction and implementation of the services offered.

Some of the nearby cities/municipalities that Beehive has agreements with include:

- Draper
- Riverton
- Murray
- Herriman
- Tooele
- Stansbury Park
- Grantsville
- Erda

Further, Beehive has an ISP agreement with the following communities:

- West Valley City
- Murray
- Midvale
- Morgan City
- Tremonton

Post Completion Date Continuing Obligations of Grantee: Operate the Project broadband network as proposed for a minimum of five (5) years following project Completion Date.

[End of Attachment C]

ORDINANCE NO. 565

AN ORDINANCE OF BOX ELDER COUNTY AMENDING THE BOX ELDER COUNTY ZONING MAP BY REZONING 639.61 ACRES LOCATED AT APPROXIMATELY 14000 NORTH AND 9700 WEST FROM UNZONED TO MG-EX (MINING, QUARRY, SAND, & GRAVEL EXCAVATION) ZONE.

WHEREAS, the applicant is requesting that the property described herein be zoned from Unzoned to MG-EX ((Mining, Quarry, Sand & Gravel Excavation) zone; and

WHEREAS, the Box Elder County Planning Commission scheduled a public hearing on the petition to rezone the property and amend the Box Elder County zoning map and provided notice of the public hearing by mailing notice to each affected property owner and each adjacent property owner, and each affected entity at least 10 calendar days before the public hearing, and by posting it on the county's official website; and by publishing it on the Utah Public Notice Website at least 10 calendar days before the public hearing; and

WHEREAS, the Box Elder County Planning Commission, after appropriate notice, held a public hearing on July 21, 2022, to allow the general public to comment on this proposed rezone and amendment of the zoning map; and

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

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

WHEREAS, the Box Elder County Commission, after appropriate notice, held a public meeting on August 3, 2022 to review and discuss this proposed amendment; and

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

NOW THEREFORE, the County Legislative Body of Box Elder County, ordains as follows:

SECTION 1: Zoning Map Amendment. The Zoning Map of Unincorporated Box Elder County is hereby amended by classifying the following described parcels in unincorporated Box Elder County from Unzoned to MG-EX ((Mining, Quarry, Sand & Gravel Excavation) zone:

PARCEL 06-003-0050

E/2 OF SEC 24, T 12N, R 4W, SLBM.
ALSO: W/2 SEC 24, T 12N, R 4W, SLBM.
LESS STATE HWY.

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

PASSED, ADOPTED AND A SYNOPSIS ORDERED PUBLISHED this 3rd day of August, 2022, by the Board of County Commissioners of Box Elder County, Utah,



Attest:

Marla Young
Marla Young
Box Elder County Clerk

Commissioner Summers
Commissioner Scott
Commissioner Hadfield

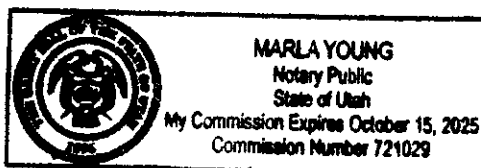
Voting Aye
Voting Aye
Voting Aye

Jeffrey D. Scott
Box Elder County Commission - Chair

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

On this 3rd day of August, 2022, personally appeared before me, the undersigned notary public, Jeffrey D. Scott, whose identity is personally known to me (or proved on the basis of satisfactory evidence) and who by me duly sworn (or affirm), did say he is the **Commissioner for Box Elder County** and said document was signed by him in behalf of said Corporation and acknowledged to me that said Corporation executed the same.

My Commission Expires: Oct. 15, 2022



Marla Young
Notary Public