

**MINUTES
BOX ELDER COUNTY COMMISSION
APRIL 06, 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 **April 06, 2022**. The following members were present:

Jeff Scott	Chairman
Stan Summers	Commissioner
Jeff Hadfield	Commissioner
Marla Young	Clerk

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
Jeff Hadfield	Commissioner
Marla Young	Clerk

The prayer was offered by Chairman Scott.

The Pledge of Allegiance was led by Attorney Stephen Hadfield.

APPROVAL OF MINUTES

THE MINUTES OF THE REGULAR MEETING OF MARCH 16, 2022 WERE APPROVED AS WRITTEN ON A MOTION BY COMMISSIONER HADFIELD, SECONDED BY COMMISSIONER SUMMERS, 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

There were no Former Agenda items discussed.

EMERGENCY MANAGEMENT ISSUES

There were no Emergency Management Issues discussed.

ARPA

Chairman Scott reported they received an application for ARPA funds from the Boys and Girls Club. He said the county won't be able to fund until the next group of money is received.

PUBLIC INTERESTS / PRESENTATIONS / CONCERNS

Requesting the Road in Bear River City on 5000 West in Grand Haven Subdivision be improved and Dedicated to Access.-McInelly

This item was canceled.

Use of County Courthouse Premises for Farmers Market, Art on Main – Memorial Day Weekend and 3rd Friday LIVE! Events-David Walker

David Walker, Volunteer Director of Historic Downtown Brigham City and Brigham City Main Street Program stated they are continuing with many activities this summer. He requested to use the county grounds for the Art on Main event, Chalk Contest, Third Friday Night Live events, and the Farmers Market. He thanked the Commissioners for their support.

MOTION: Commissioner Hadfield made a motion to approve the use of courthouse grounds for the mentioned events. The motion was seconded by Commissioner Summers and unanimously carried.

Mr. Walker reported that all of downtown Brigham City businesses are either under renovation or ready to be leased. There are no vacant buildings.

Chairman Scott commended Mr. Walker on his efforts in helping revitalize Brigham City Main Street. He said there are so many great businesses now.

Requesting a Fee Waiver for Use of the County Fine Arts Building in May-Sterling Marx

Sterling Marx of the Children's Justice Center requested a fee waiver to use the fairgrounds pickleball courts at the Home Arts Building for a fundraising event. He stated they are raising funds to provide for things that the state grant does not provide and will bring awareness for the center. The event will be held on May 13 & 14, 2022. He said the Brigham City Police Department is a sponsor for the fundraising event held in Brigham City and stated he has visited with Sheriff Potter to have the Sheriff's Office be a sponsor for the Tremonton event as they are a huge part of the Justice Center.

MOTION: Commissioner Summers made a motion to approve the fee waiver for the use of the Home Arts Building for the Children's Justice Center fundraiser. The motion was seconded by Commissioner Hadfield and unanimously carried.

Wellness Garden in Partnership with Garland City-Jenny Shulze

Jenny Shulze representing the Northern Box Elder Suicide Prevention Coalition gave a presentation regarding an upcoming wellness garden project. She said they are still taking care of some details before the location can be revealed.

Dorene Stever gave a brief history of the coalition and thanked the county for being one of the first and best supporters. She thanked the Commissioners for their support. She gave some thoughts regarding suicide and expressed to the community that it is ok to ask for help. She said suicide affects all ages, genders, and races. She said the coalition helps people to realize it is ok to talk about suicide and it is ok to go to a doctor for help. She spoke of the town hall meetings the coalition has held and about a wellness walk. She gave points of how the new wellness garden can help with frustration by having a space to have quiet moments for calm thoughts and meditation.

Tiffany Palmer stated that some benefits of green space are different from a park. It is a tranquil space and allows one to focus. It reduces stress and helps increase sleep.

Jake Powell, Landscaping Professor at Utah State University, presented a concept drawing of the proposed wellness garden.

Jenny Shulze thanked all the people who are helping to make the garden a reality. She said they need help educating our communities and also need support. She said they hope to have the garden ready by July 2023.

Voting Concerns-Fred Hayes

Fred Hayes of Bear River City stated he is interested and concerned about election integrity issues. He said he is concerned that the general populous of the country isn't aware that voting with electronic machines is a problem. He feels people can hack them. He feels counties are ill prepared to defend the ill stage attackers. He stated that Lt. Governor Deidre Henderson has written a memo to the clerks to destroy the cast vote records after twenty two months and has directed counties to refuse to release the data. He feels all cast vote records reports are abnormal. He asked "If Utah revealed their data would it be any different?". He stated by-mail ballot drop boxes are open to infection night and day, early voting allows early assessment of the score, and electronic machines can be hacked. He said the general populous is too busy to recognize the severity of the disease. He said it is stage-4 election cancer. He requested the Commissioners vote to prevent the data from being destroyed and to defund and abstain from the use of computerized machines in elections. People are manipulating elections. He gave some examples of problems in other states and locations.

ATTACHMENT NO. 2 - Presentation

ATTORNEY'S OFFICE

Approval/ratification of "Utah State Legislature 2021 General Session S.B. 2 New Fiscal Year Supplemental Appropriations Act, Box Elder County Appropriation Contract for Performing Scientific and Legal Services to Remove Box Elder County From Salt Lake City PM2.5 Nonattainment Area between the State of Utah, Department of Environmental Quality, Division of Air Quality and Box Elder County". –Anne Hansen

Attorney Stephen Hadfield stated the county applied for a grant from the state to assist in helping remove the county from the non-attainment area. The Commission needs to ratify the agreement from the grant.

Commissioner Summers explained by being removed from the non-attainment area it helps our businesses so they don't have to pay air credits. It affects farming and ranching and agricultural burning.

MOTION: Commissioner Summers made a motion to ratify the non-attainment agreement. The motion was seconded by Commissioner Hadfield and unanimously carried.

Ordinance NO. 556 Updating Ag Protection-Steve Hadfield

Attorney Stephen Hadfield explained Ordinance #556 repeals the old Ag Protection Ordinances and makes updates that correspond with state code. It creates two boards, sets fees, and outlines the clerk's responsibilities.

MOTION: Commissioner Summers made a motion to approve Ordinance #556. The motion was seconded by Commissioner Hadfield and unanimously carried.

ATTACHMENT NO. 3 Ordinance #556

COMMISSIONERS

Trinity Contract #22-09 To Remove Box Elder County from the Nonattainment Area-Commissioner Summers

Commissioner Summers explained Contract #22-09 is with a company called Trinity to do the work for removing the county from the non-attainment area.

MOTION: Commissioner Hadfield made a motion to approve Contract #22-09. The motion was seconded by Commissioner Summers and unanimously carried.

ATTACHMENT NO. 04-Contract #22-09

County Auditor Resignation-Chairman Scott

Chairman Scott explained Auditor Tom Kotter is leaving for a different position. He commended him for doing an exceptional job for the past eleven years as auditor. He gave a brief explanation of the process for replacement.

Nominating Committee Recommendations for Northern Utah and West Box Elder Conservation Districts-Commissioner Hadfield

Commissioner Hadfield explained the Commissioners need to approve new board members on the Northern Utah Conservation District Board and the West Box Elder Conservation District Board. He stated Bodee Udy and Ben Adams have been appointed to the Northern Utah Conservation District Board and William Kunzler, Emilie Westmoreland and Seth Jones to the West Box Elder Conservation District Board.

MOTION: Commissioner Hadfield made a motion to approve Bodee Udy and Ben Adams to serve on the Northern Utah Conservation District Board. The motion was seconded by Commissioner Summers and unanimously carried.

MOTION: Commissioner Hadfield made a motion to approve William Kunzler, Emilie Westmoreland, and Seth Jones to the West Box Elder Conservation District. The motion was seconded by Commissioner Summers and unanimously carried.

The Commissioners thanked the people on these boards for their service and hard work.

HUMAN RESOURCES

Policy 7 Change-Jenica Stander

HR Manager Jenica Stander explained the change to Policy 7 has come about to help with recruiting of employees. She said the change affects being able to use vacation before the six month probation period.

MOTION: Commissioner Summers made a motion to approve the changes to Policy 7. The motion was seconded by Commissioner Hadfield and unanimously carried.

Policy 3 Change-Jenica Stander

HR Manager Jenica Stander stated there were changes made to Policy 2 last fall but they didn't make the change to Policy 3 regarding a merit employee may go to any merit position instead of being terminated.

MOTION: Commissioner Hadfield made a motion to approve the changes to Policy 3. The motion was seconded by Commissioner Summers and unanimously carried.

Sheriff's Office Uniform Policy Change-Jenica Stander

HR Manager Jenica Stander explained they have made some changes to the Sheriff's Office Uniform Policy regarding uniform allowances.

MOTION: Commissioner Summers made a motion to approve the changes to the Sheriff's Office Uniform Policy. The motion was seconded by Commissioner Hadfield and unanimously carried.

TOURISM OFFICE

Approval of Tourism Tax Advisory Board Grants by the Commission-Joan Hammer

Matt Hansen, Monica Holdaway, and Lynette Crockett of the Tourism Tax Advisory Board presented the recommended list of TTAB grant recipients for 2022.

Commissioner Summers gave a brief history of the Tourism Board and grants.

MOTION: Commissioner Hadfield made a motion to approve the recommended TTAB Grants. The motion was seconded by Commissioner Summers and unanimously carried.

ATTACHMENT NO. 5 - TTAB Grant Recipients

The Commissioners recessed to hold an RDA meeting.

WARRANT REGISTER - COMMISSIONERS

The Warrant Register was signed on a motion and the following claims were approved. Claim numbers 117488 through 117556 in the amount of \$1,063,059 with voided claim number 117313 and claim numbers 117557 through 117604 in the amount of \$140,578.84.

PERSONNEL ACTIONS / VOLUNTEER ACTION FORMS - COMMISSIONERS

Employee Name:	Department:	PA Type:	Effective Date:
SILVA, OSCAR	SHERIFF'S OFFICE	COMPENSATION CHANGE	02/21/2022
ANDERSON, CHASE	ROAD DEPARTMENT	NEW HIRE	03/28/2022
ANDERSON, CHASE	ROAD DEPARTMENT	CELL PHONE ALLOWANCE	03/28/2022
FARMER, KALEENA	BOOKMOBILE	COMPENSATION CHANGE	03/25/2022
RHODES, BRADLEY	BOOKMOBILE	COMPENSATION CHANGE	03/17/2022
BROWN, CHRISTINA	LANDFILL	COMPENSATION CHANGE	02/13/2022
COLE, JUSTIN	ROAD DEPARTMENT	SEPARATION	03/24/2022
RICHARDS, COURTLAND	WEED DEPARTMENT	REHIRE	03/21/2022
RAPPLEYE, TREVOR	EMERGENCY MANAGEMENT	VOLUNTEER	04/06/2022
CHRISTIANSEN, DESTIN	COMMUNITY DEVELOPMENT	COMPENSATION CHANGE	03/20/2022
CHRISTENSEN, TREVOR	ROAD DEPARTMENT	NEW HIRE	03/30/2022
CHRISTENSEN, TREVOR	ROAD DEPARTMENT	CELL PHONE ALLOWANCE	03/30/2022
RISER, KARSON	LANDFILL	COMPENSATION CHANGE	04/04/2022
STEED, KATELYN	BUILDINGS/GROUNDS	COMPENSATION CHANGE	04/25/2022
VAN TASSELL, ROMAN	LANDFILL	COMPENSATION CHANGE	04/09/2022
ANDERSON, ROBERT	EMERGENCY MANAGEMENT	VOLUNTEER	04/06/2022

CLOSED SESSION

Strategy session to discuss pending or reasonably imminent litigation and the discussion of the character, professional competence, or physical or mental health of an individual

MOTION: At 6:10 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 6:34 p.m. a motion was made by Commissioner Hadfield to reconvene into regular commission meeting. Commissioner Summers seconded the motion. The motion carried unanimously and regular Commission meeting was reconvened.

ADJOURNMENT

A motion was made by Commissioner Summers to adjourn. Commissioner Hadfield seconded the motion, and the meeting adjourned at 6:35 p.m.

ADOPTED AND APPROVED in regular session this 20th day of April 2022.



Jeff Scott, Chairman

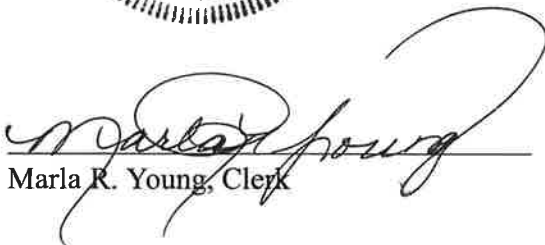


Stan Summers, Commissioner



Jeff Hadfield, Commissioner





Marla R. Young, Clerk



COUNTY COMMISSION MEETING

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

Wednesday, April 06, 2022 at 5:00 PM

AGENDA

NOTICE: *Public notice is hereby given that the Box Elder County Board of County Commissioners will hold an Administrative/Operational Session commencing at 4:45 P.M. and a regular Commission Meeting commencing at 5:00 P.M. on Wednesday April 6, 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 Scott
- B. Pledge of Allegiance Given by: Steve Hadfield
- C. Approve Minutes 03-16-2022

3. ADMINISTRATIVE REVIEW / REPORTS / FUTURE AGENDA ITEMS

4. FORMER AGENDA ITEMS

5. EMERGENCY MANAGEMENT ISSUES

6. ARPA

7. PUBLIC INTERESTS / PRESENTATIONS / CONCERNS

- A. 5:08 Requesting the Road in Bear River City on 5000 West in Grand Haven Subdivision be improved and Dedicated to Access.-McInelly
- B. 5:13 Use of County Courthouse Premises for Farmers Market, Art on Main – Memorial Day Weekend and 3rd Friday LIVE! Events-David Walker
- C. 5:18 Requesting a Fee Waiver for Use of the County Fine Arts Building in May-Steve Marx
- D. 5:23 Wellness Garden in Partnership with Garland City-Jenny Shulze
- E. 5:33 Voting Concerns-Fred Hayes

8. ATTORNEY'S OFFICE

- A. 5:43 Approval/ratification of "Utah State Legislature 2021 General Session S.B. 2 New Fiscal Year Supplemental Appropriations Act, Box Elder County Appropriation Contract for Performing Scientific and Legal Services to Remove Box Elder County From Salt Lake City PM2.5 Nonattainment Area between the State of Utah, Department of Environmental Quality, Division of Air Quality and Box Elder County". –Anne Hansen
- B. 5:45 Ordinance NO. 556 Updating Ag Protection-Steve Hadfield

9. COMMISSIONERS

- A. 5:47 Trinity Contract #22-09 To Remove Box Elder County from the Nonattainment Area-Commissioner Summers
- B. 5:52 County Auditor Resignation-Chairman Scott
- C. 5:57 Nominating Committee Recommendations for Northern Utah and West Box Elder Conservation Districts-Commissioner Hadfield

10. HUMAN RESOURCES

- A. 6:00 Policy 7 Change-Jenica Stander
- B. 6:02 Policy 3 Change-Jenica Stander
- C. 6:04 Sheriff's Office Uniform Policy Change-Jenica Stander

11. TOURISM OFFICE

- A. 6:07 Approval of Tourism Tax Advisory Board Grants by the Commission-Joan Hammer

12. WARRANT REGISTER

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

14. CLOSED SESSION

15. ADJOURNMENT

Prepared and posted this 1st day of April, 2022. Mailed to the Box Elder News Journal and the Leader on the 1st of April, 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.



Marla R. Young - County Clerk
Box Elder County

NOTE: Please turn off or silence cell phones and pagers during public meetings. This facility is wheelchair accessible and accessible parking spaces are available. Requests for accommodations or interpretive services must be made three (3) working days prior to this meeting. Please contact the Commission Secretary's office at (435) 734-3347 or FAX (435) 734-2038 for information or assistance.



Box Elder Citizens Returning to Secure Elections

- [Election Integrity Paper #1](#) -
- Fred Hayes -

Sunset at the Great Salt Lake on 25 Jan 2021

Presented April 6th 2022 @ 5pm

Voting Machines, Software and the Swamp

- Early history of development is full of Establishment names and felonious founders
- Hardware is built on commercially available platforms and technology
- Connectivity is essential for programming & data transfer... every type of interface is used across the various manufacturers
- Programming code is proprietary... not open source (no way to see what's in the programs)
- Hackability is ordinary and demonstrated widely at seminars ([DEFCON Voting Village](#))
- Adversaries see a 'fatted calf' in the counties of the nation
- Counties are ill positioned to defend against world stage attackers
- Adversaries: Iran, North Korea, China, Establishment Groups, NGOs, RNC, DNC, oligarchs, politicians, big tech, big voting machine companies, ballot printing companies, ballot tracking entities, etc.

[Hacking](#)

Dr. Douglas Frank (discovered the 2020 algorithm)

"Why are we bending ourselves into pretzels to be able use these machines?" ... that sums it up... hackable, too complicated, too expensive, need to be replaced every 5 years, extensive training, evolving threats, RCV enabling, backdoors, deletion of log files, reliance on private contractors, the list goes on.....The Business of Voting needs to go. NGO's sticking their collective noses between our elected officials & the voters need to go.

[Cyber Symposium on ele-Machines](#)



What is Unique About Utah

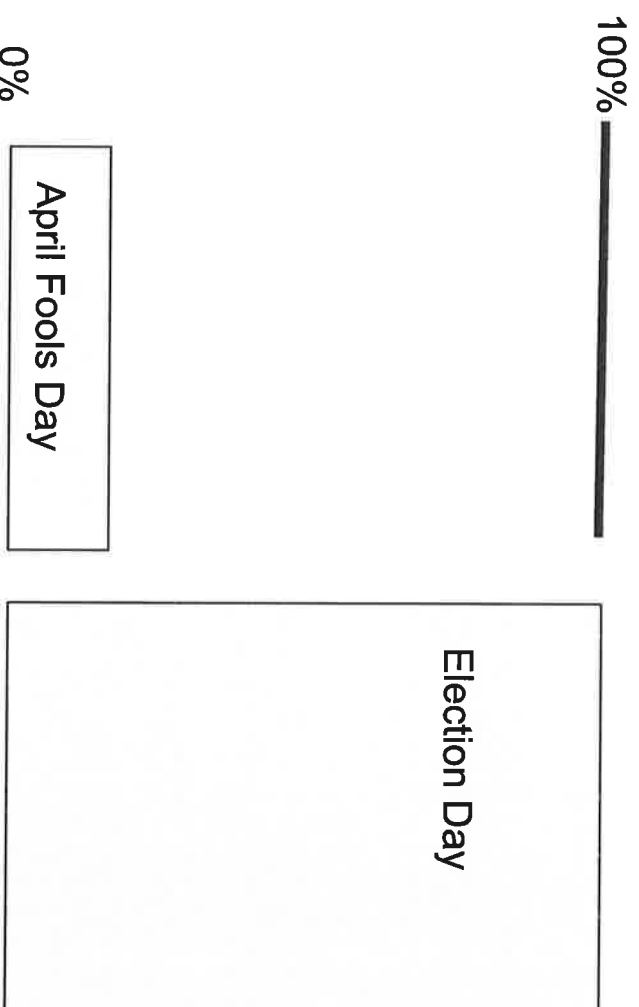
Lt. Gov. Diedre Henderson has written that election officials in the counties of Utah should destroy their cast vote records (CVRs) after 22 months

Until the time that her 'photon torpedo' can suck the light out of our election records libraries she has issued a 'stopgap sunblock' decree to keep us in the dark: She has directed the counties to refuse all requests for voting data

Fun Fact: No 2020 cast vote records for any county in the nation look un-manipulated... in other words... All available sets of 2020 county CVR data across the nation are abnormal... If Utah revealed its data would it be any different?

Utah

Probability of Getting Pranked



The Doctor's Utah Election Health Review

Physical Examination:

100% swarmed by mailed-ballots

Spots of outdoor ballot boxes (open to infection night and day)

Two week episode of early voting (allows early assessment of the score)

Patient regularly injects e-machines and hides data tracks

General population is too busy to recognize the severity of the disease

Diagnosis: Stage-4 Election Cancer

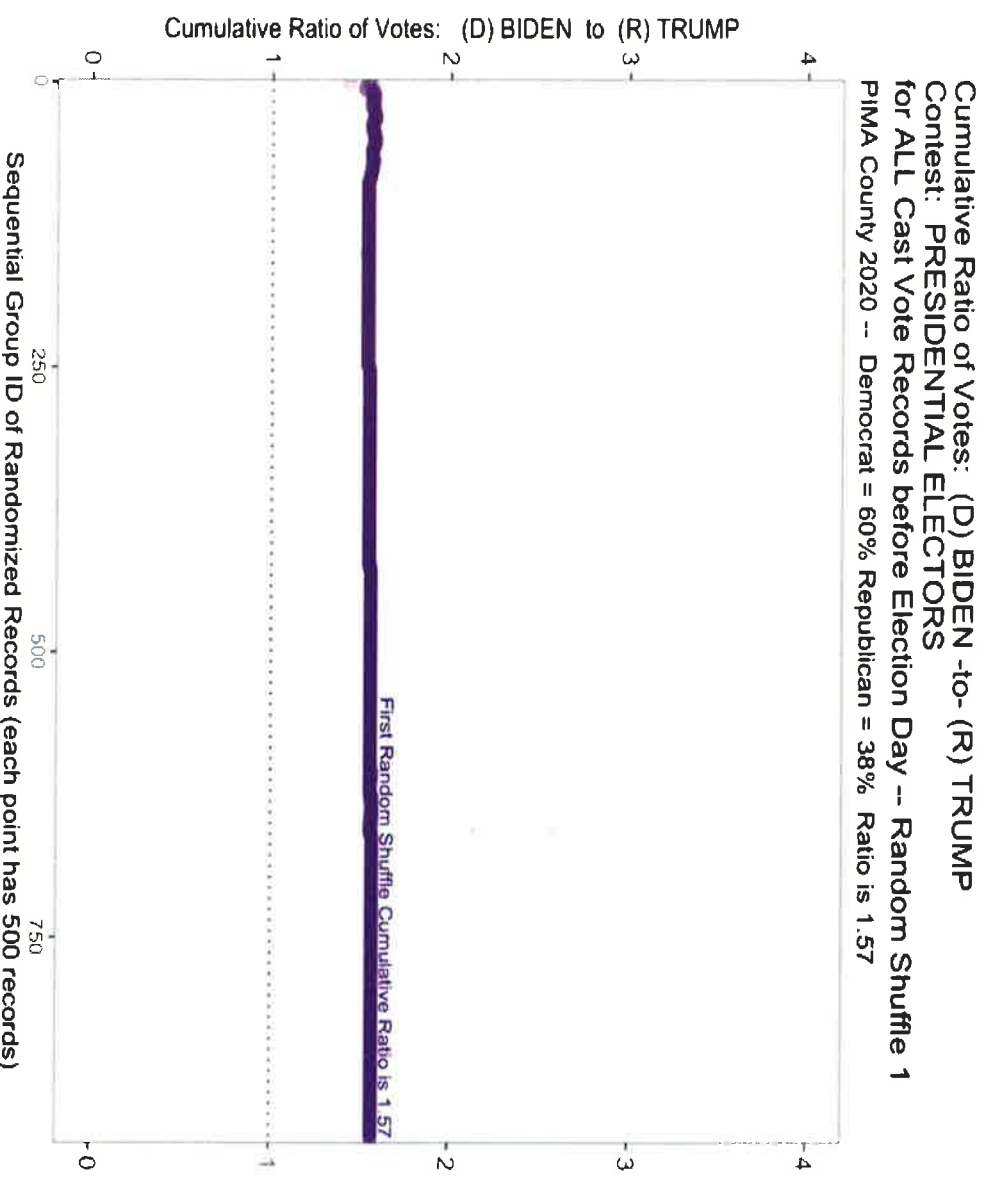
Cast Vote Records - Just One Facet of Election Study

- Old days: store & protect ballots til next election
 - Sealed repositories
 - No unauthorized access
- These days: data backed up and stored in electronic master files
 - The system's report module prints out data for you anytime
 - Doesn't change the stored data.. no one would purchase a program that loses your voting data (it would never get approved), nevertheless Utah State argues it would endanger the data to print it out
 - CVR data was found to have been manipulated illegally in 2020 in every county for which data has been made available for inspection

The following graphs of actual data have been prepared by Professional Statistician Cynthia Butler and Computer Expert Walter Daugherty to illustrate the difference between real results and guided results

Results of 2020 Pima County AZ Votes

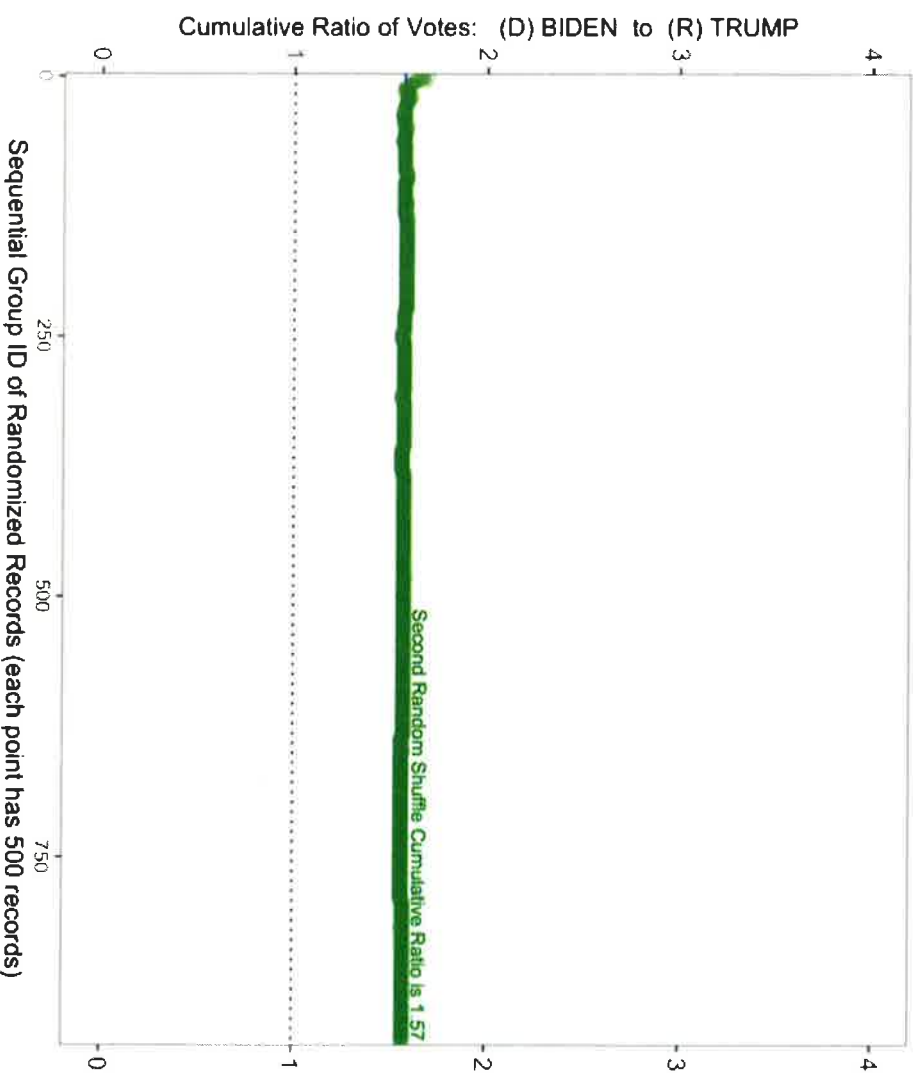
First Random Shuffle of Actual Data



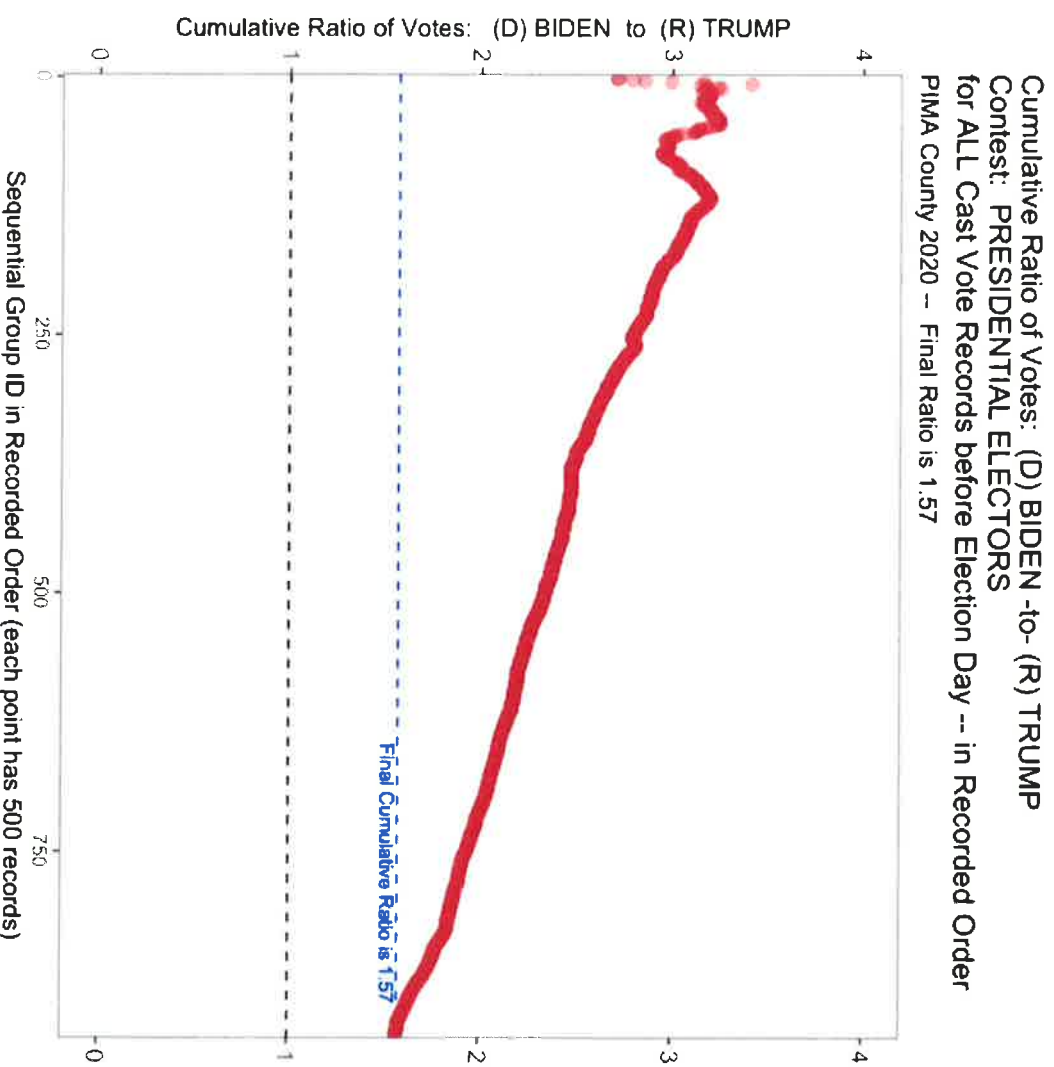
Results of Pima County AZ Votes

2nd Random Shuffle of Actual Data

Cumulative Ratio of Votes: (D) BIDEN -to- (R) TRUMP
Contest: PRESIDENTIAL ELECTORS
for ALL Cast Vote Records before Election Day -- Random Shuffle 2
PIMA County 2020 -- Democrat = 60% Republican = 38% Ratio is 1.57



As-Processed Results of Pima County AZ Votes Plotted from the ES&S CVR data (Box Elder uses ES&S, too)



Interpretation of Last Slide

Ratios of the batch votes are sorted and arranged to facilitate aiming the line of data to the desired ending ratio

The ratio of the candidates votes in early voting is surreptitiously sought out

Voting behavior is estimated by other means of yet-to-vote registered voters

Illegal ballots from unlikely voters are mailed or dropped in boxes to adjust the starting point and to guide the slope of the data to the desired ending point

This process makes the 'as-recorded' result (computer data report)

Election manipulation can be seen when as-recorded data for each race is ratioed and plotted in the above manner (a post-processing step requiring tech savvy)

Interpretation of Last Slide

The methodology of manipulating electronic voting illustrated in the last slide reveals the dangers of electronic voting

Electronic voting uses early voting data for prognostication so early voting periods are desirable

Electronic voting relies on ballot stuffing at the beginning and all the way through

- Mailed ballots and drop-boxes are essential for the starting adjustment
- Drop boxes are essential for election day stuffing

One controller is used for each individual race

Interpretation of Last Slide

Winning margins need to be carefully managed so as to not arouse suspicions

Excessive margins also carries increased risk of identifying the use of ballot harvesting

Risk limiting audits are surreptitiously aimed at ballots not used in the steal

Races crossing county lines need to be coordinated with higher level controller

Races crossing state lines need to be coordinated with national level controller

Cast Vote Records

- These days: data is backed up and stored in electronic master file
 - But the Lt. Gov. still says you can't have it (because it is like stored paper ballots)
 - Lt. Gov's position paper says "is not in the public interest"
 - Per the Lt. Gov. the data is to be destroyed in September!
 - That's understandable if we needed room to store more paper ballots... but do we need more room for a hard drive?
 - There something obscene about destroying election history if space is no longer a problem. By that logic we should throw out all our audio books because a new audio book comes out.

Cast Vote Records

- ***We the People of Box Elder County Utah*** are being denied cast vote recorded data from the 2020 elections
- CVR data by definition is anonymous
- We maintain Utah may be hiding more than just anonymous vote data in the CVR
- We could instantly see data manipulation if we could simply plot it out
- Third party data ordering & manipulation is not part of our votes
- Counties following Lt. Gov. orders to delete data after September are cautioned of conspiracy and aiding & abetting the felony destruction of criminal evidence illegally mingled with our votes
- When evidence under subpoena is destroyed by a defendant the courts may assume it would have been incriminating to the defendant
- ***We the People of Box Elder County Utah*** are subpoenaing the 2020 CVRs

Utah Establishment is on the Run

We are attempting to find out what is going on in Utah

We have requests in for records, itineraries and receipts for public officials

‘Two Red Pills Chat’ on Telegram

‘Box Elder Citizens Chat’ on Telegram

Leave your contact information for a copy of this presentation (with links)

[Expose Utah Data](#)

Cast Vote Records, Nationwide:

- Sadly, there isn't a county in the 2020 national election that does not show fingerprints of vote manipulation
- Happily, in-person precincts with hand-counted paper ballots are not burdened by anything more difficult to monitor than sleight of hand
- Anyone wondering why the Lt. Gov. in Utah won't release any data?

Utah's Lt. Governor

Lt. Gov. denies any communications on the subject of numerous election related topics between herself and Mark Mitchell (Dir of Election Systems) between Jan 2019 and Jan of 2022 (despite fact that she was in charge of the elections based on a declared emergency).

Now in April we have possession of roughly 2000 emails obtained thru an alternate State channel.

STATE OF UTAH
OFFICE OF THE LIEUTENANT GOVERNOR



DR. JANE M. HENDERSON
LIEUTENANT GOVERNOR

Ms. Anderson,

Thank you for your records request submitted to this office, under Utah Code Title 63G, Chapter 2, Government Records Access and Management Act (GRAMA). Your request seeks access to:

"All / every communication (including texts and emails) from every private and public entity address and phone number between David Henderson and Mark Mitchell with key terms: ERIC, Electronic Registration Information Center (ERIC), Center for Technology and Civic Life, voter roll(s), election integrity, Dominion, state databases, Runkel, TISIA, ES&S, EAC, Spoil, CEM, mail in voting, Ranked Choice Voting, RCV, and Trump 1/1/2019 to 1/27/2022."

"All / every communication (including texts and emails) from every private and public entity address and phone number between Justin Lee and Mark Mitchell with the terms: ERIC, Election Integrity Center, CYCL, confliction, Center for Technology and Civic Life, voter roll (s), election integrity, Dominion, state databases, Runkel, TISIA, ES&S, EAC, Spoil, CEM, mail in voting, Ranked Choice Voting, RCV, and Trump 1/1/2019 to 1/27/2022."

This office did not find any other records responsive to your request with the key phrases and terms in connection to, or relating to, each other. We will be mailing back your check in the amount of \$172.50 to the following address:

Sarina Anderson

Shimvery,

Researchers were able to obtain roughly 2,000 communications responsive to this request through a more honest Utah State Office on Friday the 15th of April 2022...

Office of the Lieutenant Governor
State of Utah

Cast Vote Records, Utah:

“The Utah Governor and Lt. Governor have officially gone over the falls and removed any lingering doubt that they are involved in the cover up of a major crime”

- Researcher Jeff O'Donnell (The Lone Raccoon on Telegram)

Mesa County Colorado 2020

What do patriots in Box Elder do in such circumstances?

- Tina Peters, County Clerk, watchful over her election data, of her own volition made images of her election computer before and after a hostile visit by the Sec. of State's computer maintenance crew.
- The maintenance 'upgrades' covered up election tampering statewide
- Forensic comparison of the before image for Mesa confirmed tampering
 - New database creation (abandoned the old one)
 - Omission of ballots
 - Loss of all ballot authenticity
 - This had to be done by a non-Mesa County entity and could not be detected by Mesa County Election Officials

Mesa County Colorado 2020

An American Patriot is one whose loyalty lies with our Constitution and will defend our freedoms at all cost against tyrants that rise to destroy it.

Tina Peters, County Clerk, following the dictates of her conscience and her oath of office firmly refused to allow felony acts to be committed on the election records of Mesa County

Box Elder county is managed by *We the People* through three elected commissioners who can take formal positions to firmly resist intrusions from the Utah State and from Establishment Actors who want to destroy our data

Our Adversaries are Serious and Real

- Utah is doing everything with elections you would do if you wanted to create opportunities for mal-administration
- Utah uses intimidation & push back against transparency
- Utah is full steam ahead on bad practices for 2022
- *We the People* are not happy with 2020
 - Courts ruled that contestants & states didn't have standing
 - Legislatures & the establishment didn't bring about needed changes for 2022

Domestic Terrorist Category

New Utah State [Threat Management Unit](#) of the State Bureau of Investigation has been used against people who inquire about elections and election data

It has already happened in Utah: questioning, surveillance and tracking of Sophie & Jennifer ([The Two Red Pills](#) of Utah)

DHS says there 'is unsubstantiated election fraud' and that "some violent extremists are advocating for violence"

In the light of rampant election fraud, how can we take the DHS Establishment seriously when they say that?

Why did they treat a county clerk/gold-star mother with no previous criminal record with a [no-knock search](#) warrant for saving election data?

When will DHS publish specific information about 'violent extremists' advocating for violence over unsubstantiated election fraud?

News about 4th Amendment violations is the way we hear from DHS: violent raids on homes of peaceful election officials.

Here is a very small sampling of real domestic enemies/terrorists the DHS and TMU should be looking into:

Utah	ERIC	UtahGov	Edison	Mesa	Coder's Testimony	Dion Box Abuse	Videos	Conspiracies The Establishment
NH	HBO Doc	CTCLUT						

Rampant Election Fraud

- Green Bay, WI election controlled by 3rd party via hidden wifi using NGO money
- E-voting fueled by mules depositing ballots in drop boxes in GA, MI, PA, WI & AZ
- COVID used to justify mailed ballots
- Counting stopped nationwide to reorganize after loosing FL
- Election records subpoenas ignored by Maricopa County, AZ
- Ballot chain of custody missing, databases altered, by SOS in Colorado
- Judge in WI rules that Dominion machines were designed to cheat
- Senate hearing on election integrity
- A nationwide Zuckerberg/Soros paid operative campaign with illegal absentee ballots and drop boxes is not “get out the vote” but a RICO operation

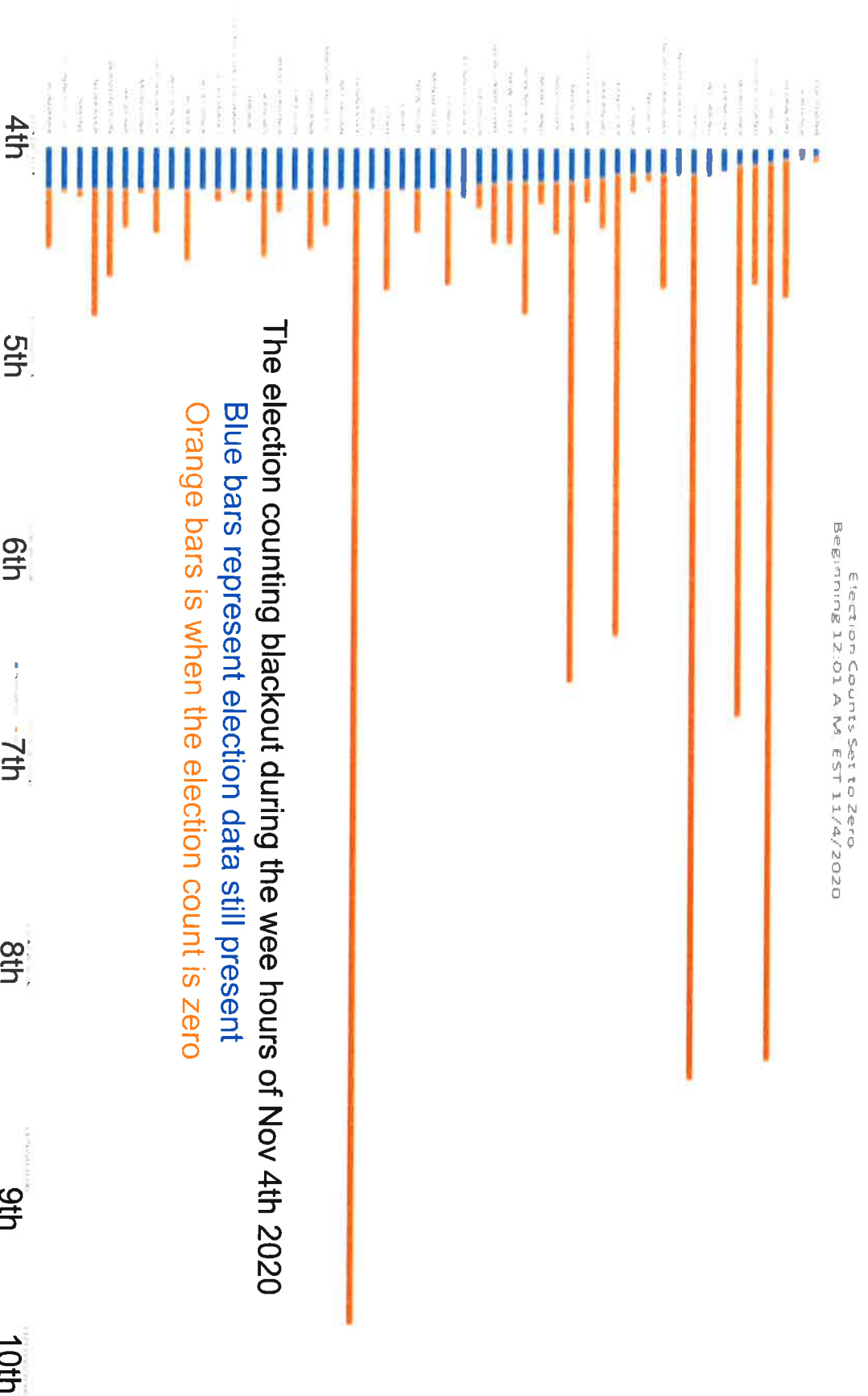
Stages of Election Grief

1. Denial
2. Anger
3. Bargaining
4. Depression
5. Paying in Rubles

President John Adams inaugural address:

“we should be unfaithful to ourselves if we should ever lose sight of the danger to our liberties if anything partial or extraneous should infect the purity of our free, fair, virtuous, and independent elections. If an election is to be determined by a majority of a single vote, and that can be procured by a party through artifice or corruption... If that solitary suffrage can be obtained by foreign nations by flattery or menaces, by fraud or violence, by terror, intrigue, or venality...

the Government may not be the choice of the American people, but of foreign nations; it may be foreign nations who govern us, and not we, the people, who govern ourselves;”



The election counting blackout during the wee hours of Nov 4th 2020
Blue bars represent election data still present
Orange bars is when the election count is zero

Data from Edison Research as posted to <http://static01.nyt.com>.

Edison Research Data for Box Elder County, Utah, 2020

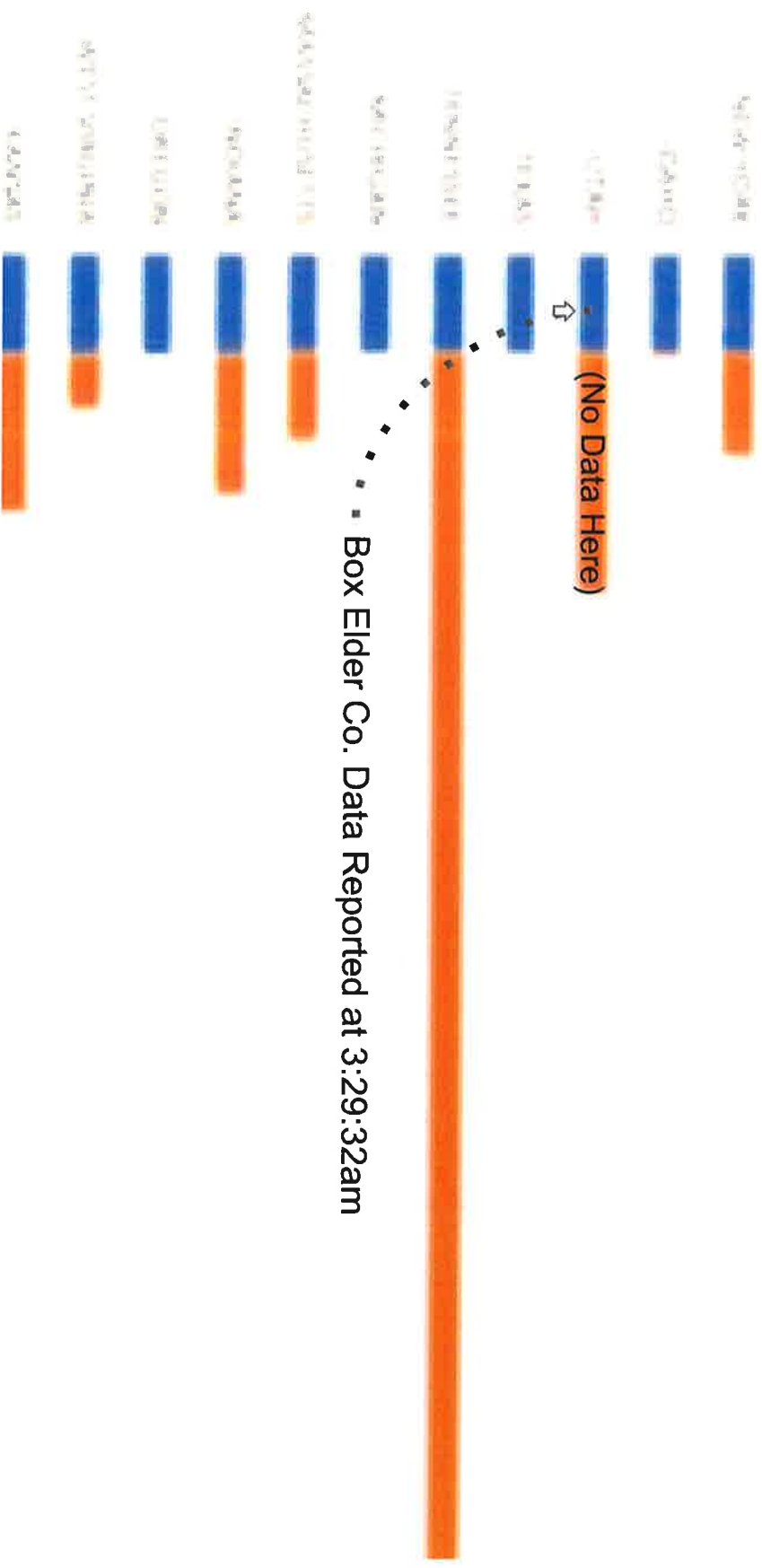
The Edison report on Box Elder County was weird.

- All 53 precincts reported-in by the close of the first day but Edison reported only 25
- At 3:29:32 am on the morning after the election precinct count went to zero
- 10,331 votes were removed from 'in-person' Presidential races
- Precincts reporting went from 25 on the 3rd, to 38 on the 4th, to 53 on the 5th
- Presidential vote tallies mysteriously incremented & counts changed for 20 days.

None of this was attributable to Box Elder County information releases

This was either the State of Utah or Edison or ?

Edison Research - Blackout



We and Our Forbearers

- The Establishment ‘patriots’ won’t bring attention to the real problem: the machines
- The fundamental problem is how our voices have been stolen by machines
- Everything ‘soft patriots’ push is busywork and won’t solve the problem like:
 - Cleaning voter rolls (can be reinflated anytime)
 - Getting more poll observers
 - Hardening voter ID requirements
 - The grand fraud occurs by the machine which is the real ‘secret ballot’
- Those just waking up will need us to navigate the shock and despair of their deception
- When they realize they are objects of manipulation by despots it will be their right and duty to throw off such Government
- Some say we don’t have a process forward, neither did they in 1776
- We have real power in our County Commissions

Nye County Nevada, 15 March 2020:

The Commission [voted 5-0](#):

- To get rid of the county's voting machines
- To conduct the 2022 primary & the general elections with paper ballots
- The paper ballots may contain some anti-counterfeit features
- Perform hand-counts at the Precinct level

Nye County will have reliable elections this year!

They will save tons of money in the future.

They based the decision on distrust of the machines not local evidence of fraud

They will destroy the ability of other counties to siphon off votes electronically

Nye County results ⇒ applied to Box Elder:

This is what we need in Box Elder to restore confidence

This is what we are asking the commissioners to vote for

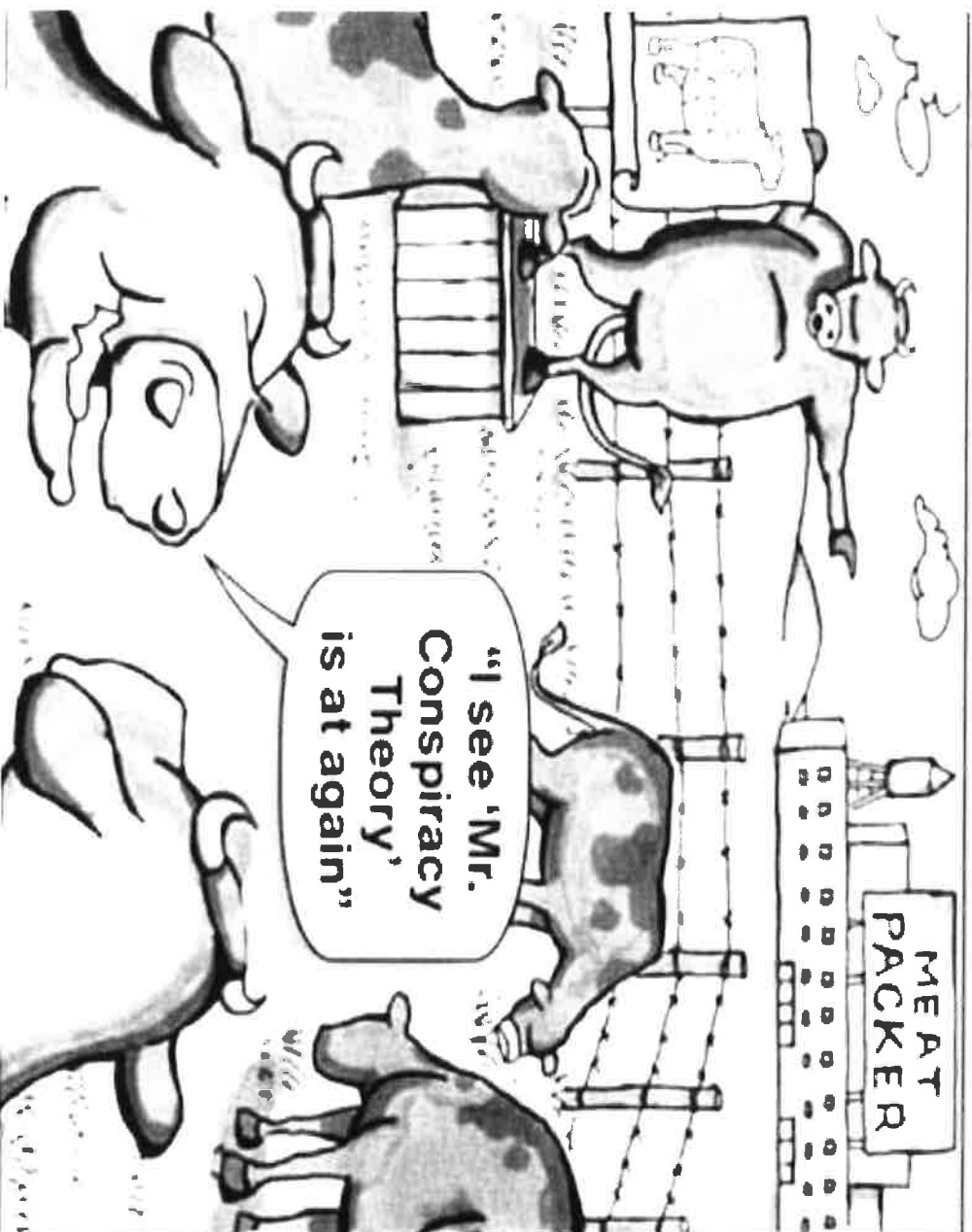
Same-day, in-person, paper ballots, hand-counts, small precincts

We will gather many volunteers to help out

No BE votes electronically siphoned off to other Utah Counties

Not based on evidence of fraud but based on distrust of electronics

**How it feels trying to warn people about
the true nature of government**



Actions Needed by Box Elder County Commissioners

Resolution needed to:

- Return to in-precinct voting with hand-counted paper ballots on election day
 - Defund and abstain from the use of computerized machines in elections
 - Eliminate drop boxes
 - Allow mailed ballots for military and by request for special need/situations
 - Place message on ballots explaining that mailed ballots are susceptible to interception
 - Allocate section on ballot for personal marks or self identification if desired
 - Arrange for disabled assistance using paper ballots if at all possible (check Fed Regs)
- **Express appreciation & thanks to County Clerks and Elections Personnel**
 - For having to pivot away from current election plans and restructure the elections

Distant Actions Needed

- Report the annualized cost of voting with paper after 2022 elections
- Report the pre-2022 annualized costs of voting with electronics
- Withdraw from State-ERIC registration system
 - Has been operating in an uncertified configuration for years
 - Uses our personal information allegedly de-personalized
 - Both State and Feds hashing the information
 - This is as secure as letting the firearms dealers hash our personal information and share it with the Feds
 - Is biased and left leaning
 - Illegally share data with CTCL (NGO) for get out the vote initiatives
 - Example: Allows 7 million on the WI rolls... WI only has 4 million voters
- Discussions about rebuilding voter rolls
- Review ADA Regs for use with paper ballots

Summary

- We have gathered to bring about change
- We feel election integrity is of “1776” level importance and cannot wait
- This is notice that we want to revamp our elections this year
- These Commission meetings are our ‘Quebec’ convoy... our Caravan to DC
- We recognize a huge need to give extra support to the county clerks
- Lets be committed to accomplishing this unusual work
- Lets be patient, kind, helpful, courteous and respectful as we go forward

ORDINANCE NO. 556

AN ORDINANCE OF BOX ELDER COUNTY UPDATING AND REVISING THE COUNTY'S PROCEDURES FOR PROCESSING PROPOSALS FOR AGRICULTURAL PROTECTION AREAS WITHIN BOX ELDER COUNTY, CREATING AND APPOINTING A NORTH AREA AGRICULTURAL PROTECTION AREA ADVISORY BOARD AND A WEST AREA AGRICULTURAL PROTECTION AREA ADVISORY BOARD, AND REPEALING ORDINANCE NO. 212 AND ORDINANCE NO. 220.

WHEREAS, in keeping with the requirements of Utah State law relating to the creation of Agricultural Protection Areas, Box Elder County on September 2, 1997 adopted Ordinance No. 212 (creating an agricultural protection area advisory board, adopting procedures for filing and consideration of proposals to create agricultural protection areas, and providing for filing fees), and on June 9, 1998 adopted Ordinance No. 220 (establishing fees for agricultural protection area proposals); and

WHEREAS, upon review of the provisions of these ordinances and the current requirements of Utah State law with respect to the proposal and approval of agricultural protection areas, it has been determined that Box Elder County's procedures for processing and approving proposals for agricultural protection areas within Box Elder County should be updated and revised, and Ordinance No. 212 and Ordinance No. 220 should be replaced; and

WHEREAS, §17-41-201 of the Utah Code requires the legislative body of Box Elder County to establish and appoint an agricultural protection area advisory board to review proposals for agricultural protection areas within Box Elder County, and provide all other functions required by Utah Code; and

WHEREAS, pursuant to the provisions of §17-41-201 of the Utah Code, the agricultural protection area advisory board is to consist of no more than five (5) members from the county's conservation district board of supervisors; and

WHEREAS, Box Elder County currently has two (2) conservation districts with two (2) boards of supervisors, the "Northern Utah Conservation District," with its board of supervisors consisting of five (5) voting members, and the "West Box Elder Conservation District," with its board of supervisors consisting of five (5) voting members; and

WHEREAS, because the board of supervisors of the Northern Utah Conservation District is familiar with and has knowledge of the lands within its district area, the Box Elder County Commission would like to appoint no more than five (5) of its voting members to the "North Area Agricultural Protection Area Advisory Board" for the purpose of having this agricultural protection area advisory board review proposals for agricultural protection areas on lands falling within the boundaries of the Northern Utah Conservation District; and

WHEREAS, because the board of supervisors of the West Box Elder Conservation District is familiar with and has knowledge of the lands within its district area, the Box Elder County Commission would like to appoint no more than five (5) of its voting members to the “West Area Agricultural Protection Area Advisory Board” for the purpose of having this agricultural protection area advisory board review proposals for agricultural protection areas on lands falling within the boundaries of the West Box Elder Conservation District; and

WHEREAS, the rules of operation for both of these advisory boards needs to be established; and

WHEREAS, because the Box Elder County Clerk will have the responsibility of processing the proposals for agricultural protection areas, and providing all of the statutorily required notices, the Box Elder County Clerk needs to be given authority to establish policies and procedures and collect fees to offset the costs incurred in processing the proposals; and

WHEREAS, §17-41-301(5) of the Utah Code requires the County to establish the minimum number of continuous acres that shall be included within an agricultural protection area.

NOW THEREFORE, THE COUNTY LEGISLATIVE BODY OF BOX ELDER COUNTY, UTAH ORDAINS AS FOLLOWS:

SECTION 1: Creation and Establishment of Advisory Boards. There is hereby created and established two (2) agricultural protection area advisory boards as follows:

A. The North Area Agricultural Protection Area Advisory Board. The North Area Agricultural Protection Area Advisory Board is hereby created and established to review proposals for agricultural protection areas within Box Elder County on lands located within the boundaries of the Northern Utah Conservation District, pursuant to the provisions and requirements of §§17-41-101 thru 17-41-503 of the Utah Code, as now existing and as may be amended in the future. The members of the North Area Agricultural Protection Area Advisory Board shall at all times be the appointed and voting members of the Northern Utah Conservation District board of supervisors. Provided however, that in the event there are more than five (5) voting members of the Northern Utah Conservation District board of supervisors, only five (5) shall serve on the North Area Agricultural Protection Area Advisory Board at any time, as designated by the Northern Utah Conservation District board of supervisors.

B. The West Area Agricultural Protection Area Advisory Board. The West Area Agricultural Protection Area Advisory Board is hereby created and established to review proposals for agricultural protection areas within Box Elder County on lands located within the boundaries of the West Box Elder Conservation District, pursuant to the provisions and requirements of §§17-41-101 thru 17-41-503 of the Utah Code, as now existing and as may be amended in the future. The members of the West Area Agricultural Protection Area Advisory Board shall at all times be the appointed and voting members of the West Box Elder Conservation District board of supervisors.

Provided however, that in the event there are more than five (5) voting members of the West Box Elder Conservation District board of supervisors, only five (5) shall serve on the West Area Agricultural Protection Area Advisory Board at any time, as designated by the West Box Elder Conservation District board of supervisors.

C. Rules of Operation for Advisory Boards. The North Area Agricultural Protection Area Advisory Board and the West Area Agricultural Protection Area Advisory Board shall each follow and observe the following rules of operation:

1. Each board member shall serve until expiration of that member's respective term on the board of supervisors for the conservation district. The Box Elder County Commission may remove any board member for cause of for failure to perform the required duties.

2. The members of the board shall select a chairman, vice-chairman and secretary. The chairman and vice chairman shall be selected from among the members of the board, and the secretary may be either a member of the board or a Box Elder County employee. The selection of a Box Elder County employee to serve as secretary must be approved by the Box Elder County Commission.

3. Any three (3) members of the board shall constitute a quorum. All actions of the board, except to adjourn a meeting at which there is not a quorum present, must be made in a meeting at which a quorum is present. Any actions of the board must be approved by at least three (3) members of the board. All meetings shall be conducted in accordance with the Utah Open and Public Meetings Act. The board may adopt such additional rules of operation as it deems necessary to govern its affairs.

SECTION 2: Minimum Size for Agricultural Protection Areas. In accordance with the provisions of §17-41-301(5), as it now exists or may be amended in the future, the minimum number of continuous acres that shall be included in an agricultural protection area shall be 5.5 acres.

SECTION 3: County Clerk to Process Proposals. The Box Elder County Clerk shall be responsible for accepting and processing all proposals for agricultural protection areas within Box Elder County in accordance with and pursuant to §§17-41-101 through 17-41-503 as it now exists or may be amended in the future. Accordingly, the Box Elder County Clerk shall establish policies, procedures and forms for the processing of these proposals, and shall collect all fees associated with these proposals.

SECTION 4: Fees for Accepting and Processing Proposals. All proposals for the creation of agricultural protection areas shall be submitted with a Two Hundred Dollar (\$200.00) fee at the time of filing. The amount of this fee may be adjusted from time to time by appropriate resolution of the Box Elder County Commission.

SECTION 5: Repeal of Ordinance No. 212 and Ordinance No. 220. Ordinance No. 212 and Ordinance No. 220, both of which were previously adopted by Box Elder County, shall be repealed in their entirety upon the effective date of this ordinance.

SECTION 6: Effective Date. This Ordinance shall become effective fifteen (15) days after its adoption.

APPROVED AND ADOPTED this January 6, 2021.



Attest:


Marla Young, Clerk
Box Elder County


Jeff Scott, Chairman
Box Elder County Commission



Subcontract: Technical and Legal Services for Box Elder County Related to the PM_{2.5} NAAQS

Contractor: Box Elder County

Subcontractor: Trinity Consultants, Inc. ("Trinity")
12700 Park Central Dr Ste 2100, Dallas, TX 75251
Brian Mensinger, bmensinger@trinityconsultants.com

Effective Date: March 15, 2022

Subcontract Amount: \$120,000

Name of Project: PERFORMING SCIENTIFIC and LEGAL SERVICES TO REMOVE BOX ELDER COUNTY FROM SALT LAKE CITY PM_{2.5} NONATTAINMENT AREA between the STATE OF UTAH, DEPARTMENT OF ENVIRONMENTAL QUALITY, DIVISION OF AIR QUALITY and BOX ELDER COUNTY.

The work accomplished under this Subcontract shall be invoiced on a time and materials basis. Contractor shall reimburse Subcontractor for services performed under this Subcontract in accordance with the terms and conditions specified below. The not-to-exceed value of this Subcontract is \$ 120,000.00.

1. The allowable direct costs of accomplishing the work shall be those costs and expenses which are directly incident to the performance of the work hereunder, identified as follows:
 - A. Direct Labor – All direct labor hours attributable to and chargeable to the Subcontract shall be charged at the fully loaded (salary, indirect expenses, and fee) rate as follows:

See attached proposal.
 - B. Other Direct Costs – All other reasonable charges directly incurred in support of the work effort, including but not limited to travel, supplies, reproduction, and equipment rental shall be charged at the actual cost.
2. The period of performance for this Subcontract will run from March 15, 2022, until March 23, 2023.
3. Subcontractor shall provide sufficient detailed support with each invoice to allow Contractor to verify the costs incurred/charged hereunder. Subcontractor shall forward an invoice to Contractor monthly covering all sums payable to Subcontractor hereunder for the month preceding the month in which such invoice is sent to Contractor. Invoices submitted shall show:
 - A. Proposal for Technical and Legal Services for Box Elder County Related to the PM_{2.5} NAAQS. Invoices submitted without the Subcontract/PO/Proposal Number will not be deemed acceptable and will be returned to Subcontractor;
 - B. Detailed charges for labor; and
 - C. Contractor Project Manager's name; and
 - D. Title or name of Project; and
 - E. Other reimbursable expenses, itemized separately.

Invoices shall be prepared in duplicate and submitted to :

Box Elder County

Contractor shall pay Subcontractor's undisputed invoices within seven (7) days after receipt of payment on each invoice submitted to the prime contract, or within sixty (60) days, whichever comes first.

4. It is specifically agreed that Subcontractor's price includes all charges for completion of the Statement of Work contained as an attachment to this Subcontract, inclusive of taxes. No charges of any kind will be allowable beyond the stated Not-To-Exceed Price, except as provided in Section 7 below.
5. No charges will be paid by Contractor at rates other than those contained in this Subcontract.
6. Subcontractor shall submit its final invoice promptly upon completion of the work, but in no event later than sixty (60) days from the ending of the Period of Performance, anticipated to be March 23, 2022. Contractor shall have no responsibility or liability for payment to the Subcontractor if Subcontractor fails to submit its final invoice within the sixty (60) day period.
7. Contractor shall not be liable for payment in excess of \$120,000.00 unless and until such time as Contractor shall have authorized a revision to that amount in writing.
8. This Subcontract and any attachments becomes the complete and final agreement between Contractor and the Subcontractor when accepted by the Subcontractor's signed acknowledgement.
9. During the term hereof and for one (1) year following the termination or stated expiration date of this Agreement, the party receiving information ("Receiving Party") which is confidential or proprietary ("Confidential Information") shall: (a) restrict disclosure of the Confidential Information solely to those of its employees and agents with a need to know, and not disclose it to other persons, (b) advise its employees and agents of the obligation of confidentiality hereunder, and (c) require its employees and agents to use the same degree of care as is required with its own Confidential Information, but in no event less than reasonable care. The Receiving Party shall have no obligation to preserve the confidentiality of any information which (a) was previously known to it free of any obligation to keep it confidential, (b) is distributed to third parties by the providing party without restriction, (c) is or becomes publicly available, by other than unauthorized disclosure by it or its employees or agents, or (d) is independently developed by it. It shall not be a breach of the confidentiality obligations hereof for the Receiving party to disclose Confidential Information where, but only to the extent that, such disclosure is required by law or applicable legal process, provided in such case, the Receiving Party shall (i) give the earliest notice practicable to the party disclosing the Confidential Information ("Disclosing Party") that such disclosure is or may be required and (ii) reasonably cooperate with the Disclosing Party in protecting the Confidential Information which must so be disclosed.
10. Subcontractor agrees to maintain books, documents, papers, accounting records, and other evidence pertaining to costs incurred by Subcontractor and, where relevant to method of payment, to make such material available at its office at reasonable times during the contract period, and for three (3) years from the date of the final payment under the Subcontract, for inspection by Contractor or its authorized representative.
11. Contractor shall not be responsible for payment to Subcontractor for any days off, sick leave, vacation, statutory holidays and special or bereavement leave or any other benefits of any kind which any of Subcontractor's personnel require or to which any of them may be entitled. Subcontractor is and shall at all times be solely responsible for making all contributions on behalf of its personnel as required under all legislation respecting employment insurance, worker's compensation, employee income tax deductions, insurance costs or similar levies. If any government body or agency holds Contractor liable for any such contributions, Subcontractor shall indemnify and save harmless Contractor, its Affiliates, officers, and directors from and against all payments, costs, damages, expenses, interest, penalties, and other liabilities assessed against, paid, or incurred by Contractor or its Affiliates in connections with such contributions or payments.

12. Subcontractor shall not delegate or assign any duties under the Statement of Work, in whole or in part, without prior written notice to and consent of Contractor.
13. During the terms of this Subcontract, Subcontractor shall furnish services as an independent contractor and Subcontractor shall not, without express written authority, act for or bind Contractor in any manner. Subcontractor shall not under any circumstances be considered an employee of Contractor. Contractor shall not have any right to direct or control the Subcontractor in the method of performance or the means of accomplishing the desired result. Subcontractor shall, however, be responsible for the quality of work done and materials used, and warrants that services and materials will be first class in every respect.
14. Either party may terminate this Agreement without cause upon at least thirty (30) days prior written notice to the other party.
15. Subcontractor shall maintain valid and collectible insurance in type and minimum amounts as stated:

Worker's Compensation and Employers Liability Insurance as prescribed by applicable law

Commercial General Liability Insurance, not less than \$1,000,000 combined single limit per occurrence

Automobile Liability Insurance, not less than \$1,000,000 combined single limit per occurrence

The certificate shall name Contractor as an additional insured, and include a waiver of subrogation.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized representatives as of the Effective Date:

Contractor:

Subcontractor: *Trinity Consultants, Inc.*

By: Jeffrey D. Scott

By: _____

Name: Jeffrey D. Scott

Name: Brian Mensinger

Title: Commission Chair

Title: Managing Consultant

Date: 4-6-2022

Date: March 15, 2022

Statement of Work

Proposal for Technical and Legal Services for Box Elder County Related to the PM_{2.5} NAAQS

Description and Scope of Work

UTAH STATE LEGISLATURE 2021 GENERAL SESSION S.B. 2 NEW FISCAL YEAR SUPPLEMENTAL APPROPRIATIONS ACT, BOX ELDER COUNTY APPROPRIATION CONTRACT for PERFORMING SCIENTIFIC and LEGAL SERVICES TO REMOVE BOX ELDER COUNTY FROM SALT LAKE CITY PM_{2.5} NONATTAINMENT AREA between the STATE OF UTAH, DEPARTMENT OF ENVIRONMENTAL QUALITY, DIVISION OF AIR QUALITY and BOX ELDER COUNTY

See attached Utah Division of Air Quality contract.

See Trinity's attached 2022 rate sheet

Contract #:
Authorized Amount: \$200,000.00

UTAH STATE LEGISLATURE 2021 GENERAL SESSION S.B. 2 NEW FISCAL YEAR
SUPPLEMENTAL APPROPRIATIONS ACT, BOX ELDER COUNTY APPROPRIATION
CONTRACT
for
PERFORMING SCIENTIFIC and LEGAL SERVICES TO REMOVE BOX ELDER COUNTY
FROM SALT LAKE CITY PM2.5 NONATTAINMENT AREA
between
the STATE OF UTAH,
DEPARTMENT OF ENVIRONMENTAL QUALITY, DIVISION OF AIR QUALITY
and
BOX ELDER COUNTY.

Pursuant to UTAH CODE § 19-2-107(2)(b)(iii) and (vii), this CONTRACT for professional services is entered into by and between the Utah Department of Environmental Quality, the Utah Division of Air Quality, and Box Elder County (individually "PARTY" and collectively the "PARTIES"). The purpose of this CONTRACT is to distribute funds appropriated by the Legislature to the Utah Division of Air Quality (2021 General Session S.B. 2 New Fiscal Year Supplemental Appropriations Act) to allow Box Elder County to receive scientific and legal services to support a possible removal of Box Elder County from Salt Lake City PM2.5 Nonattainment Area and maintaining attainment thereafter.

1. DEFINITIONS: The following terms shall have the meanings set forth below:
 - a. "Attachment A" means the proposal submitted by Michael Best & Friedrich LLP and Trinity Consultants to Box Elder County detailing the services to be performed in support of an effort to seek the removal of Box Elder County from the Salt Lake City PM2.5 Nonattainment Area and maintaining attainment thereafter entitled "Proposal for Technical and Legal Services for Box Elder County Related to the PM2.5 NAAQS" dated November 30, 2021.
 - b. "Confidential Information" means information that is deemed confidential under applicable state and federal laws, including personal information. The CONTRACTING AGENCY reserves the right to identify, during and after the authorization of this CONTRACT, additional reasonable types of categories of information that must be kept confidential under federal and state laws.
 - c. "CONTRACT" means this CONTRACT, including Attachment A: "Proposal for Technical and Legal Services for Box Elder County Related to the PM2.5 NAAQS" dated November 30, 2021.
 - d. "CONTRACTING AGENCY" means the Utah Department of Environmental Quality which shall include the Division of Air Quality ("DAQ").

- e. "CONTRACTOR" means CONTRACTOR BOX ELDER COUNTY and its agents, officers, employees, partners, and SUBCONTRACTORS.
 - f. "CONTRACTOR BOX ELDER COUNTY" means Box Elder County, Utah as a recipient of the appropriated funds, who will hire SUBCONTRACTORS to provide the Services identified in the CONTRACT.
 - g. "DAQ Contact" shall be Becky Close, DAQ Policy Section Manager, or an individual designated to the CONTRACTOR in writing by the Director of the DAQ or Ms. Close.
 - h. "Governmental Entity," pursuant to UTAH CODE § 63G-7-102(4) and (10), means the State of Utah and its political subdivisions. The CONTRACTING AGENCY and the CONTRACTOR BOX ELDER COUNTY are Government Entities.
 - i. "Project" means the project described in Attachment A: "Proposal for Technical and Legal Services for Box Elder County Related to the PM2.5 NAAQS" dated November 30, 2021, which specifies the services to be performed individually or collectively by SUBCONTRACTORS Michael Best & Friedrich LLP and Trinity Consultants hired by CONTRACTOR BOX ELDER COUNTY.
 - j. "Services" shall include "professional services" which means the furnishing of labor, effort, or work that requires an elevated degree of specialized knowledge and discretion by the CONTRACTOR pursuant to this CONTRACT, including Attachment A.
 - k. "State of Utah" means the State of Utah, in its entirety, including its institutions, agencies, departments, divisions, authorities, instrumentalities, boards, commissions, hospitals, colleges, universities, elected or appointed officers, employees, agents, and authorized volunteers.
 - l. "SUBCONTRACTORS" mean Michael Best & Friedrich LLP and Trinity Consultants, subcontractors under the direct or indirect control or responsibility of CONTRACTOR BOX ELDER COUNTY, who shall provide the Services identified in this CONTRACT. The term "SUBCONTRACTORS" shall include SUBCONTRACTORS' agents, officers, employees, including contract employees, and volunteers.
2. CONTRACT PERIOD: February 1, 2022 through March 31, 2023 unless terminated early or extended in accordance with ¶¶ 12 - AMENDMENTS or 14 - TERMINATION.
 3. CONTRACT COSTS: CONTRACTOR BOX ELDER COUNTY will be paid a maximum

of \$200,000.00 for costs authorized under this CONTRACT.

4. CONTRACTOR SERVICES: CONTRACTOR BOX ELDER COUNTY shall pay for Services described in this CONTRACT, including Attachment A, to its SUBCONTRACTORS.
 1. The Project is funded by the CONTRACTING AGENCY under this CONTRACT.
 2. The Services described in Attachment A for the CONTRACTOR are symbiotic; thus, the value and success of the Project is contingent upon the successful performance of Services by the CONTRACTOR in totality. Accordingly, the CONTRACTING AGENCY may terminate this CONTRACT in accordance with ¶¶ 14 – TERMINATION and 30 – CAUSE OF ACTION AND REMEDIES for any material breach or non-performance by the CONTRACTOR.
 3. CONTRACTOR shall coordinate all communication regarding the technical aspects of this CONTRACT with the DAQ Contact.
 4. For each previous quarter, CONTRACTOR shall prepare quarterly reports describing accomplishments, any problems or encounters, resolution of any problems, proposed changes, and schedule updates. Quarterly reports shall be submitted to the DAQ Contact on or before:
 - i. May 1, 2022;
 - ii. August 1, 2022; and
 - iii. November 1, 2022.
 5. In collaboration with SUBCONTRACTORS, on or before February 1, 2023, CONTRACTOR BOX ELDER COUNTY shall prepare and provide the final report to the CONTRACTING AGENCY describing the results of the Project.
 6. Within thirty (30) days of receipt of the final report, the CONTRACTING AGENCY will notify the CONTRACTOR in writing whether the final report meets the terms of this CONTRACT.

GENERAL PROVISIONS

5. GOVERNING LAW AND VENUE: This CONTRACT shall be governed by the laws, rules, and regulations of the State of Utah. Any action or proceeding arising from this CONTRACT shall be brought in a court of competent jurisdiction in the State of Utah. The venue shall be in Salt Lake City, in the Third Judicial District Court for Salt Lake County, Utah.
6. LAWS AND REGULATIONS: At all times during this CONTRACT, CONTRACTOR in performing all Services under this CONTRACT shall comply with all applicable federal and state constitutions, laws, rules, codes, orders, and regulations,

including applicable licensure and certification requirements.

7. **RECORDS ADMINISTRATION:** CONTRACTOR shall maintain or supervise the maintenance of all records necessary to properly account for CONTRACTOR's performance and the payments made by the CONTRACTING AGENCY to the CONTRACTOR under this CONTRACT. These records shall be retained by the CONTRACTOR for at least six years after final payment, or until all audits initiated within the six years have been completed, whichever is later. CONTRACTOR agrees to allow, at no additional cost, the State of Utah and federal auditors, and the CONTRACTING AGENCY staff, reasonable access to all such records during normal business hours.
8. **INDEPENDENT CONTRACTOR:** CONTRACTOR's legal status is that of an independent contractor, and in no manner shall CONTRACTOR be deemed an employee or agent of the CONTRACTING AGENCY or the State of Utah, and therefore is not entitled to any of the benefits associated with such employment. CONTRACTOR, as an independent contractor, shall have no authorization, express or implied, to bind the CONTRACTING AGENCY or the State of Utah to any agreements, settlements, liabilities, or understandings whatsoever, and agrees not to perform any acts as an agent for the CONTRACTING AGENCY or the State of Utah. CONTRACTOR shall remain responsible for all applicable federal, state, and local taxes, and all FICA contributions.
9. **INDEMNITY FOR GOVERNMENTAL ENTITIES:** CONTRACTING AGENCY AND CONTRACTOR BOX ELDER COUNTY are governmental entities as defined in the Utah Governmental Immunity Act (Utah Code Ann. § 63G-7-101 et seq.) (the "Act"). 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 lawsuits brought against it. There are no indemnity obligations between these parties.
10. **INDEMNITY FOR PRIVATE ENTITIES:** SUBCONTRACTORS agree to indemnify, defend and hold harmless the CONTRACTING AGENCY or the State of Utah for the actions of its agents, employees, officers, or partners to the extent arising out of neglect under this CONTRACT. The CONTRACTING AGENCY's and SUBCONTRACTORS' obligations under this section shall survive the expiration or termination of this CONTRACT until all claims involving any of the indemnified matters are fully and finally resolved or barred by applicable statutes of limitation.
11. **EMPLOYMENT PRACTICES:** CONTRACTOR agrees to abide by the following employment laws: (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. CONTRACTOR further agrees to abide by any other laws, regulations, or orders that prohibit discrimination of any kind by any of CONTRACTOR's employees.

12. AMENDMENTS: This CONTRACT may only be amended by the mutual written agreement of the PARTIES, which the amendment will be attached to this CONTRACT. Automatic renewals shall not apply to this CONTRACT.
13. DEBARMENT: CONTRACTOR certifies that it is not presently, nor has ever, been debarred, suspended, or proposed for debarment by any governmental department or agency, whether international, national, state, or local. CONTRACTOR shall notify the CONTRACTING AGENCY within thirty (30) days if debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in any contract by any governmental entity during this CONTRACT.
14. TERMINATION: This CONTRACT may be terminated, with cause by either PARTY, upon written notice given by the other PARTY. The PARTY in violation will be given ten days after written notification to correct and cease the violations, after which this CONTRACT may be terminated for cause immediately and is subject to the remedies listed in this ¶ 14 - TERMINATION or in ¶ 30 - CAUSE OF ACTION AND REMEDIES:
 - a. The PARTIES may terminate this CONTRACT, in whole or in part, at any time, by mutual agreement in writing. On termination of this CONTRACT, all accounts and payments will be processed according to the financial arrangements set forth herein for approved Services ordered prior to the date of termination but not exceeding the total appropriation amount of \$200,000.00.
 - b. CONTRACTOR shall be compensated for the Services properly performed under this CONTRACT up to the effective date of the notice of termination.
 - c. CONTRACTOR agrees that in the event of such termination for cause or without cause, CONTRACTOR's sole remedy and monetary recovery from the CONTRACTING AGENCY or the State of Utah is limited to full payment for all Services properly performed as authorized under this CONTRACT up to the date of termination but not exceeding the total appropriation amount of \$200,000.00.

15. **AUTOMATIC TERMINATION:** This CONTRACT shall automatically terminate when either one of the following events occurs, whichever is earlier: (i) the legislative appropriation for this CONTRACT terminates at the end of the fiscal year 2023 and the CONTRACTING AGENCY does not carry it over to the next fiscal year; or (ii) the CONTRACTOR uses up all the available funds up to the full appropriation amount of \$200,000.00. The CONTRACTOR shall only be compensated for the Services properly performed under this CONTRACT up to the full appropriation amount of \$200,000.00. The CONTRACTOR understands that the invoices exceeding that amount would not be paid due to the unavailability of funding. The CONTRACTOR has no cause of action against the CONTRACTING AGENCY for any invoices exceeding the total appropriation amount of \$200,000.00.
16. **NONAPPROPRIATION OF FUNDS, REDUCTION OF FUNDS, OR CHANGES IN LAW:** Upon sixty (60) days after written notice has been delivered to the CONTRACTOR, this CONTRACT may be terminated in whole or in part at the sole discretion of the CONTRACTING AGENCY, if the CONTRACTING AGENCY reasonably determines that: (i) a change in legislation or applicable laws materially affects the ability of either PARTY to perform under the terms of this CONTRACT; or (ii) that a change in available funds affects the CONTRACTING AGENCY's ability to pay under this CONTRACT. A change of available funds as used in this paragraph, includes, but is not limited to, a change in funding, whether as a result of a legislative act or by order of the Governor.
- If written notice is delivered under this section, the CONTRACTING AGENCY will reimburse the CONTRACTOR for the Services properly ordered until the effective date of said notice. The CONTRACTING AGENCY will not be liable for any performance, commitments, penalties, or liquidated damages that accrue after the effective date of said written notice.
17. **SUSPENSION OF WORK:** Should circumstances arise which would cause the CONTRACTING AGENCY to suspend the CONTRACTOR's responsibilities under this CONTRACT, but not terminate this CONTRACT, this will occur by 30 days advance written notice. CONTRACTOR's responsibilities may be reinstated upon advance formal written notice from the CONTRACTING AGENCY.
18. **SALES TAX EXEMPTION:** The Services under this CONTRACT will be paid for from the appropriation given to DAQ by the Utah State Legislature 2021 General Session S.B. 2 New Fiscal Year Supplemental Appropriations Act and used in the exercise of the CONTRACTING AGENCY's essential functions as an entity of the State of Utah. It is the CONTRACTOR's sole responsibility to ascertain whether any tax deduction or benefits apply to any aspect of this CONTRACT.
19. **WORKERS COMPENSATION INSURANCE:** CONTRACTOR shall maintain during the term of this CONTRACT, workers' compensation insurance for all its employees as well as any SUBCONTRACTOR employees related to this CONTRACT. Worker's compensation insurance shall cover full liability under the worker's compensation

laws of the jurisdiction in which the service is performed at the statutory limits required by said jurisdiction. CONTRACTOR acknowledges that within thirty (30) days of contract award, CONTRACTOR must submit proof of a certificate of insurance that meets the above requirements.

20. PUBLIC INFORMATION: CONTRACTOR agrees that this CONTRACT, related purchase orders, related pricing documents, billing, and invoices shall be public documents, and may be available for public and private distribution in accordance with the State of Utah's Government Records Access and Management Act ("GRAMA"). CONTRACTOR grants the CONTRACTING AGENCY and the State of Utah express permission to make copies of this CONTRACT, related sales orders, related pricing documents, billing, and invoices in accordance with GRAMA. The CONTRACTING AGENCY and the State of Utah are not obligated to inform CONTRACTOR of any GRAMA requests for disclosure of this CONTRACT, related purchase orders, related pricing documents, billing, or invoices.

21. ACCEPTANCE AND REJECTION: The CONTRACTING AGENCY shall have thirty (30) days after delivery of the Services to perform an inspection of the Services to determine whether the Services conform to the standards specified in this CONTRACT prior to acceptance of the Services by the CONTRACTING AGENCY.

If CONTRACTOR delivers nonconforming Services, the CONTRACTING AGENCY may, at its option require the remedies available in ¶¶ 14 - TERMINATION or 30 - CAUSE OF ACTION AND REMEDIES.

22. INVOICING: CONTRACTOR shall submit detailed invoices to the CONTRACTING AGENCY reflecting charges by the SUBCONTRACTORS on an hourly basis (to a quarter of an hour) with short descriptions of the services provided during each billable entry for scientific and legal services performed under this CONTRACT within thirty (30) days after CONTRACTOR performed Services or on a monthly basis. The contract number shall be listed on all invoices and correspondence relating to this CONTRACT. The prices paid by the CONTRACTING AGENCY will be those prices listed in this CONTRACT. The CONTRACTING AGENCY has the right to adjust or return any invoice reflecting incorrect pricing.

23. PAYMENT: All payments are to be made within thirty (30) days after a correct invoice is received.

1. All payments to the CONTRACTOR will be remitted by mail or electronic funds transfer. If payment has not been made after sixty (60) days from the date a correct invoice is received by the CONTRACTING AGENCY, then interest may be added by the CONTRACTOR as prescribed in the Utah Prompt Payment Act.

2. The acceptance by CONTRACTOR of final payment, without a written protest

filed with the CONTRACTING AGENCY within ten business days of receipt of final payment, shall release the CONTRACTING AGENCY and the State of Utah from all claims and all liability to CONTRACTOR. The CONTRACTING AGENCY's payment for the Services shall not be deemed an acceptance of the Services and is without prejudice to any and all claims that the CONTRACTING AGENCY or the State of Utah may have against the CONTRACTOR.

24. **TIME IS OF THE ESSENCE:** The Services shall be completed by the deadlines stated in this CONTRACT. For all Services, time is of the essence. CONTRACTOR shall be liable for all reasonable direct damages to the CONTRACTING AGENCY and the State of Utah as a result of CONTRACTOR's failure to timely perform the Services required under this CONTRACT. Notwithstanding the foregoing, CONTRACTOR shall not be responsible for any additional costs to perform the Services or other damages or be in breach of this CONTRACT resulting from: (i) the lack or insufficiency of performance by any person or entity not selected by, engaged by, and responsible to CONTRACTOR, (b) changes, delays or additional Services not necessitated by the acts or omissions of CONTRACTOR, or (c) delayed response to requests, applications, or reviews by CONTRACTING AGENCY or the State of Utah.
25. **CHANGES IN SCOPE:** Any changes in the scope of the Services to be performed under this CONTRACT shall be in the form of a written amendment to this CONTRACT, mutually agreed to by the CONTRACTING AGENCY and the CONTRACTOR, and signed by both PARTIES, specifying any such changes, fee adjustments, any adjustment in time of performance, or any other significant factors arising from the changes in the scope of Services.
26. **PERFORMANCE EVALUATION:** The CONTRACTING AGENCY may conduct a performance evaluation of the CONTRACTOR's Services. Results of any evaluation may be made available to the CONTRACTOR upon the CONTRACTOR's request.
27. **STANDARD OF CARE:** The Services of the CONTRACTOR shall be performed in accordance with the standard of care exercised by licensed members of their respective professions having substantial experience providing similar services, which similarities include the type, magnitude, and complexity of the Services that are the subject of this CONTRACT, in the same geographic region as of the time the Services are rendered ("Standard of Care"). CONTRACTOR shall be liable to the CONTRACTING AGENCY and the State of Utah for claims, liabilities, additional burdens, penalties, damages, or third-party claims, to the extent caused by negligent acts, errors, or omissions of CONTRACTOR that do not meet this Standard of Care.
28. **REVIEWS:** The CONTRACTING AGENCY reserves the right to perform plan checks, plan reviews, other reviews, and comment upon the Services of the

CONTRACTOR. Such reviews do not waive the requirement of the CONTRACTOR to meet all of the terms and conditions of this CONTRACT.

29. ASSIGNMENT: CONTRACTOR may not assign, sell, transfer, subcontract or sublet rights, or delegate any right or obligation under this CONTRACT, in whole or in part, without the prior written approval of the CONTRACTING AGENCY.
30. CAUSE OF ACTION AND REMEDIES: Any of the following events shall constitute cause for the CONTRACTING AGENCY to declare CONTRACTOR, including the SUBCONTRACTORS, in default of this CONTRACT:
1. CONTRACTOR's non-performance of its contractual requirements and obligations under this CONTRACT;
 2. CONTRACTOR's material breach of any term or condition of this CONTRACT.

The CONTRACTING AGENCY may issue a written notice of default providing a ten-day period in which the CONTRACTOR will have an opportunity to cure. Time allowed for a cure will not diminish or eliminate the CONTRACTOR's liability for damages if any.

If after CONTRACTOR has been provided the opportunity to cure, the default still remains, the CONTRACTING AGENCY may (i) exercise any remedy provided by law or equity or (ii) demand a full refund of any payment that the CONTRACTING AGENCY has made to CONTRACTOR under this CONTRACT for Services that do not conform to this CONTRACT.

Under no circumstances shall either PARTY be liable to the other for any type of damages other than direct damages (including loss of profits, loss of opportunity, loss of business, loss of goodwill, or indirect, consequential, special, or punitive damages), even if such PARTY has been advised of the possibility of such damages. In no event shall the aggregate liability of CONTRACTOR and its affiliates in connection with the CONTRACT or the Services exceed an amount equal to five (5) times the amount actually paid to CONTRACTOR for the Services but in no event more than One Million Dollars (\$1,000,000).

31. FORCE MAJEURE: Neither PARTY to this CONTRACT will be held responsible for delay or default caused by fire, riot, pandemic, epidemic, quarantine, cyber-attack, acts of God, or war which is beyond that PARTY's reasonable control. The CONTRACTING AGENCY may terminate this CONTRACT in accordance with ¶ 14 - TERMINATION after determining such delay will prevent the successful performance of this CONTRACT.
32. CONFIDENTIALITY: If Confidential Information is disclosed to CONTRACTOR, CONTRACTOR (including the SUBCONTRACTORS) shall: (i) advise its agents,

officers, employees, and partners of the obligations set forth in this CONTRACT; (ii) keep all Confidential Information strictly confidential; and (iii) not disclose any Confidential Information received by it to any third parties. The CONTRACTOR will promptly notify the CONTRACTING AGENCY of any potential or actual misuse or misappropriation of Confidential Information.

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

Upon termination or expiration of this CONTRACT, the CONTRACTOR will return all copies of Confidential Information to the CONTRACTING AGENCY or certify, in writing, that the Confidential Information has been destroyed. This duty of confidentiality shall be ongoing and survive the termination or expiration of this CONTRACT.

33. PUBLICITY: CONTRACTOR in collaboration with its SUBCONTRACTORS shall submit to the CONTRACTING AGENCY, for written approval, all advertising and publicity matters relating to this CONTRACT. It is within the CONTRACTING AGENCY's sole discretion whether to provide approval, which must be done in writing.
34. INDEMNIFICATION RELATING TO INTELLECTUAL PROPERTY: CONTRACTOR will indemnify and hold the CONTRACTING AGENCY and the State of Utah harmless from and against any and all damages, expenses (including reasonable attorneys' fees), claims, judgments, liabilities, and costs in any action or claim brought against the CONTRACTING AGENCY or the State of Utah for infringement of a third party's copyright, trademark, trade secret, or other proprietary rights. The PARTIES agree that if there are any limitations of CONTRACTOR's liability such limitations of liability will not apply to this section.
35. LICENSING OF INTELLECTUAL PROPERTY: CONTRACTOR certifies, to the best of its knowledge, that it has obtained all necessary copyright, trademark, trade secret, or other proprietary rights to perform the Services specified in Attachment A.
36. OWNERSHIP IN INTELLECTUAL PROPERTY: The CONTRACTING AGENCY and the CONTRACTOR recognize that each has 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. With respect to all deliverables, documents, records, data, and other materials (collectively "materials") developed or licensed by CONTRACTOR under this CONTRACT, the

PARTIES agree:

1. CONTRACTOR may retain ownership of all materials;
 2. the CONTRACTING AGENCY shall have unrestricted access to all materials developed under this CONTRACT;
 3. the CONTRACTING AGENCY shall have the unconditional right to use all materials developed under this CONTRACT in a manner deemed appropriate by the CONTRACTING AGENCY;
 4. CONTRACTOR shall notify the CONTRACTING AGENCY a minimum of thirty (30) days prior to the CONTRACTOR's plans to destroy any materials, including records or data; and
 5. at the discretion of the CONTRACTING AGENCY and upon the CONTRACTING AGENCY's demand, the CONTRACTOR shall ensure the transfer of any materials to the CONTRACTING AGENCY's control and ownership prior to destruction.
37. WAIVER: A waiver of any right, power, or privilege shall not be construed as a waiver of any subsequent right, power, or privilege.
38. PROCUREMENT ETHICS: CONTRACTOR understands that a person who is interested in any way in providing services to the State of Utah is violating the law if the person gives or offers to give any compensation, gratuity, contribution, loan, reward, or any promise thereof to any person acting as a procurement officer on behalf of the State of Utah, or to any person in any official capacity participates in the procurement of such services, whether it is given for their own use or for the use or benefit of any other person or organization.
39. ORDER OF PRECEDENCE: In the event of any conflict in the terms and conditions in this CONTRACT, the order of precedence shall be:
1. this CONTRACT; then,
 2. Attachment A: *"Proposal for Technical and Legal Services for Box Elder County Related to the PM2.5 NAAQS"* dated November 30, 2021.
- Any provision attempting to limit the liability of CONTRACTOR or limits the rights of the CONTRACTING AGENCY or the State of Utah must be in writing and attached to this CONTRACT or it is rendered null and void.
40. SURVIVAL OF TERMS: Termination or expiration of this CONTRACT shall not extinguish or prejudice the CONTRACTING AGENCY's right to enforce this



CONTRACT with respect to any default of this CONTRACT or defect in the Services that has not been cured.

41. SEVERABILITY: The invalidity or unenforceability of any provision, term, or condition of this CONTRACT shall not affect the validity or enforceability of any other provision, term, or condition of this CONTRACT, which shall remain in full force and effect.

42. ENTIRE AGREEMENT: This CONTRACT constitutes the entire agreement between the PARTIES and supersedes any and all other prior and contemporaneous agreements and understandings between the PARTIES, whether oral or written.

EXECUTION

Under the authority contained in Title 19, Chapter 2, Section 107 of the UTAH CODE, the parties mutually agree to perform and execute this CONTRACT. This CONTRACT shall take effect upon the signature of the Department of Environmental Quality Deputy Director as evidenced below.

CONTRACTOR BOX ELDER COUNTY 1 South Main Street Brigham City, UT 84302	SUBCONTRACTOR Michael Best & Friedrich LLP 790 North Water Street, Suite 2500 Milwaukee, WI 53202
By: 	By: 
Name: <u>Stan Summers</u> printed	Name: <u>Todd E. Palmer</u> printed
Title: <u>Box Elder County Commissioner</u>	Title: <u>Partner</u>
Date: <u>January 28, 2022</u>	Date: <u>January 28, 2022</u>

<p>SUBCONTRACTOR Trinity Consultants 4525 Wasatch Blvd, Suite 200 Salt Lake City, UT 84124</p> <p>By: <u>Brian Mensinger</u></p> <p>Name: <u>Brian Mensinger</u> printed</p> <p>Title: <u>Managing Consultant</u></p> <p>Date: <u>January 28, 2022</u></p>	<p>STATE OF UTAH DEPARTMENT OF ENVIRONMENTAL QUALITY 195 N. 1950 W. Salt Lake City, UT 84116</p> <p>By: _____ Ty Howard, Department of Environmental Quality Deputy Director</p> <p>Date: _____</p>
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ATTACHMENT A

November 30, 2021

Mr. Stan Summers
County Commissioner
Box Elder County
1 South Main Street
Brigham City, UT 84302

**Re: Proposal for Technical and Legal Services for Box Elder County
Related to the PM_{2.5} NAAQS**

Dear Commissioner Summers:

We understand that the Utah State Legislature has awarded an appropriation for air quality planning to be implemented by the Department of Environmental Quality (UDEQ) Division of Air Quality.¹ As reflected in the February 8, 2021, minutes of the Natural Resources, Agriculture, and Environmental Quality Appropriations Subcommittee, Representative Gwynn and Box Elder County (BEC or County) requested a \$200,000 allocation for the County to hire professionals to support requests that the County be removed from the current Salt Lake City 2006 PM_{2.5} National Ambient Air Quality Standard (NAAQS) nonattainment area and be redesignated as attainment with that NAAQS. At your request, Michael Best and Trinity Consultants have prepared this outline of services that could be performed pursuant to this allocation. As you know, Michael Best has two offices in the Salt Lake City area and extensive experience in Clean Air Act matters. Trinity also has offices in Salt Lake City and has performed regulatory work for stationary sources specifically located in BEC.

We believe the best approach for this project requires a combination of technical and legal analysis performed with input from regulators. Below you will find a background discussion, followed by a detailed work plan, budget, and measurable outcomes.

Background

The economy of BEC has been hampered by a PM_{2.5} NAAQS nonattainment designation since 2009. This designation has made it difficult to attract new businesses and investments in the County, contributing to employers bypassing the area. Like other counties that have received a nonattainment designation, BEC has been tarnished with an inappropriate reputation as a community with unhealthy air quality. For example, in 2021 the American Lung Association assigned the County a grade of "F" for its air quality.² This makes it more difficult to attract residents and vacationers, especially millennials and retirees.

¹ See, 2021 General Session S.B. 2 New Fiscal Year Supplemental Appropriations Act.

² <https://www.lung.org/research/sota/city-rankings/states/utah>

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These problems are an unfortunate artifact of federal directives that rely on PM_{2.5} monitoring data gathered in other counties, not in BEC, for purposes of determining attainment status. Air monitoring data demonstrates that air quality in the BEC is within acceptable standards established by the EPA.

Removal of Box Elder County from the Salt Lake City Nonattainment Area

In 2009, EPA concluded that emissions emanating from Box Elder County were transported downwind and contributing to elevated PM_{2.5} readings in monitors located in the Salt Lake City area. Using this premise, EPA designated Box Elder County as being in nonattainment due to these alleged downwind impacts. The State of Utah, Box Elder County, and other regional stakeholders appealed EPA's decision. However, in 2012 the United States Court of Appeals for the District of Columbia Circuit rejected the appeal and upheld EPA's nonattainment designation. However, things have changed since 2012.

In 2018, EPA issued new attainment designation decisions for purposes of implementing the 2015 ozone NAAQS. EPA again reviewed Salt Lake City regional air quality monitoring data, emissions data, meteorology, geography/topography and jurisdictional boundaries. However unlike in 2009, EPA has now determined that very few days show parcels of air originating in Box Elder County that influence violating monitors in the Salt Lake City metropolitan area.³ This most recent EPA conclusion concerning regional ozone transport warrants a more thorough analysis as to what, if any, implications it may have for revisiting EPA's seemingly opposite conclusions in 2009 that Box Elder County emissions are contributing to downwind PM_{2.5} NAAQS nonattainment in the Salt Lake City metropolitan area. This analysis will also inform future decisions concerning whether BEC should be treated as a separate air quality planning area pursuant to anticipated new ozone and PM_{2.5} NAAQS.⁴

Redesignation of Box Elder County to Attainment

EPA has the authority to redesignate any area if "available information indicates that the designation of any area or portion of an area within the State or interstate region should be

³ "Although Box Elder County was included within the 2006 PM_{2.5} nonattainment boundary, the EPA finds sufficient evidence to exclude Box Elder from the 2015 ozone nonattainment boundary. The county includes two monitors that are attaining the 2015 ozone NAAQS. Although the EPA finds that the county contains emissions of ozone precursors from point, area, and mobile sources, the back trajectory analysis indicates that meteorological conditions result in these emissions infrequently influencing violating monitors within the final nonattainment area. Furthermore, commuting information shows that relatively few (approximately 11,000) people commute from Box Elder County into a county with a violating monitor." See, Northern Wasatch Front, Southern Wasatch Front, and Uinta Basin: Final Area Designations for the 2015 Ozone National Ambient Air Quality Standards Technical Support Document (TSD), p. 29.

⁴ On October 8, 2021, EPA released its Policy Assessment for reconsideration of the NAAQS for particulate matter recommending a lowering of the current PM_{2.5} NAAQS.

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revised.” 42 USC § 107(d)(3)(A). In order to redesignate a PM_{2.5} nonattainment area (or a portion thereof) to attainment, EPA must find that five statutory prerequisites are satisfied:

- (1) the EPA Administrator must determine that the area has attained the PM_{2.5} NAAQS;
- (2) the EPA Administrator must have fully approved the applicable SIP for the area;
- (3) the EPA Administrator must determine that the improvement in air quality is due to permanent and enforceable reductions in emissions resulting from implementation of the applicable implementation plan, applicable federal air pollutant control regulations, and other permanent and enforceable reductions;
- (4) the EPA Administrator must fully approve a maintenance plan for the area that meets requirements set out in the Clean Air Act; and
- (5) the State must meet all requirements for submission of SIPs under the Clean Air Act. Id. § 107(d)(1)(E).

We understand that UDEQ has preliminary determined that BEC has attained the PM_{2.5} NAAQS and has initiated the process for seeking EPA’s redesignation of the area. This effort is proceeding despite the Brigham City monitor being shut down on June 28, 2019 for purposes of relocation.⁵ EPA has not yet acted on this request and there are opportunities to build additional technical support for the request. This technical work may also inform future decisions related to anticipated lower PM_{2.5} and ozone NAAQS.

Work Plan

Michael Best and Trinity Consultants propose to undertake the following work to further the County’s goals as described above:

- Review and analyze air dispersion transport modeling, reference monitoring data and any source attribution analyses (e.g., back trajectory analyses) for the Salt Lake City Region with the goal of determining whether PM_{2.5} emissions, including PM_{2.5} precursor emissions, originating in Box Elder County are causing or contributing to PM_{2.5} NAAQS nonattainment in the Salt Lake City region. This work might entail supplemental analyses. The deliverable for this work will be a written report documenting the analysis, summarizing the data and listing the conclusions/recommendations.
- Analyze commuting information, including past and future projections, to determine the approximate number of people commuting from Box Elder County into a Salt Lake area county with a violating monitor. This will include reviewing regional planning

⁵ We understand the monitor is being relocated because the school at which the station was housed needed the land to develop a carpool lane.

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commission data on current and future transportation emissions from commuters between the Salt Lake Area and BEC. This is an important factor used by EPA to determine whether BEC should be considered part of the Salt Lake City multicounty attainment planning area. The deliverable for this work will be a written report documenting the analysis, summarizing the data and listing the conclusions/recommendations.

- Define contingency measures based on an analysis of source types that demonstrate a contribution to PM_{2.5} emissions, including PM_{2.5} precursor emissions, originating in Box Elder County. The proposal would define recommended contingency measures that when adopted and ultimately implemented by BEC, would prevent future occurrence of and/or progressively implemented in the event of, future violations in the nonattainment area. The contingency measures would be identified and/or quantified to address measures and/or source reductions that would be implemented through future planning and adopted by BEC.
- Coordinate with UDEQ to address its concerns, if any, and supplement any administrative record that might be associated with petitioning EPA to designate BEC as being in attainment with the 2006 PM_{2.5} NAAQS and removing the County from the Salt Lake City regional attainment area. •

Cost

This effort would require a team consisting of legal, government relations, and technical support. For legal support, we propose approaching the project on an hourly rate basis and estimate the total legal fees to be \$70,000. Technical work would be performed and billed separately by Trinity Consulting on an hourly rate basis. We estimate Trinity's fees and expenses to be \$130,000.

Conclusion

Please review this outline and let us know if we can provide anything further. We would very much appreciate the opportunity to support BEC in this effort.

Sincerely,

MICHAEL BEST & FRIEDRICH LLP



Todd E. Palmer

TRINITY CONSULTANTS



Brian Mensinger

cc: Bryce C. Bird (via email bbird@utah.gov)

Price Schedule January 1, 2022

PERSONNEL SERVICE COSTS

Service Scale	Job Titles	Rate (\$/hr)
1	Clerical Assistant I	80.00
2	Clerical Assistant II	100.00
3	Technical Assistant I	120.00
4	Technical Assistant II	140.00
T	Travel outside normal business hours	140.00
11	Technician	160.00
12	Consultant I	190.00
13	Consultant II	215.00
14	Consultant III	240.00
15	Consultant IV	260.00
16	Senior Consultant I	285.00
17	Senior Consultant II	305.00
18	Senior Consultant III	325.00
19	Manager I	340.00
20	Manager II	360.00
21	Senior Manager I	380.00
22	Senior Manager II	400.00
23	Litigation Support/Expert Witness	430.00

EFFECTIVE DATE

All charges are based on the price schedule in effect when the charges are incurred. Price schedules are subject to revision semi-annually.

TERMS AND INVOICING

Payments are due thirty (30) days after invoice date. Invoices are issued a few days after the end of each month. Trinity Consultants shall have the right to suspend its work performance when, in its sole opinion, any uncollected accounts receivable have aged to a point it considers severely delinquent. Overdue invoices are subject to interest at the rate of 18 percent per annum.

POLICY ON TRAVEL

Travel time for employees is billed as follows:

1. At the rate of \$140.00 per hour if traveling outside normal working hours.
2. At the full rate if traveling during normal business hours.

REIMBURSED COSTS

All reimbursed costs such as travel, overnight delivery charges, and other services purchased from outside vendors, are billed at cost plus a 15 percent accounting fee.

COSTS OF ITEMS SUPPLIED BY TRINITY

Certain reimbursed cost items are supplied by Trinity Consultants as shown below.

INFORMATION MANAGEMENT

Information and knowledge management costs are billed at 5 percent of total project labor cost. Costs for projects involving extensive scientific computer resources shall be billed up to 30 percent of project labor costs. All projects are subject to a minimum computer charge of \$500.

COST INFORMATION FOR AUDIT

Trinity maintains records of all charges for at least one year. A research fee will apply when a client desires documentation of charges.

Office Address:

4525 Wasatch Blvd, Ste 200
Salt Lake City, UT 84124
P 801.272.3000
F 801.272.3040



trinityconsultants.com
North America | Europe | Asia | Australia

Remittance Address:

P.O. Box 972047
Dallas, TX 75397-2047
P 972.661.8100
F 972.385.9203

2022 TTAB Standard Grant Awardees

Organization	Project	Amount Awarded
Box Elder Junior Livestock Board	Box Elder Jr. Livestock (BEJL) Electronic Devices Procurement	\$5,000
Brigham City Corporation	Swings in Brigham City Parks	\$7,000
Brigham City Corporation	(2) Steel shade structures at Splash Pad in Brigham City	\$15,000
Brigham City Corporation	Tournament of Champions Pickleball Tournament	\$28,000
Brigham City Corporation	Downtown Brigham City Kiosk Signs	\$30,000
District Nine Idaho High School Rodeo Assn.	District Nine High School Rodeo	\$4,000
Heritage Theater	Theater Marquee	\$6,000
Historic Downtown Brigham City	Art on Main - Memorial Day Weekend	\$5,000
North Box Elder County Museum	Main Street Playhouse elevator	\$10,000
Old Barn Theater	Old Barn electronics, costumes, sets, programs, posters	\$24,000
Public Lands Equal Access Alliance	Mapping and signing the Golden Spike Trail System	\$6,000
Tremonton City	Tremonton City wayfinding signage	\$40,000
Now Playing Utah	Now PlayingUtah.com marketing campaign	\$10,000
Wasatch Front Jr High Rodeo Club	Wasatch Front Jr High Rodeo	\$3,000
Wasatch Front Jr High Rodeo Club	Wasatch Front 5th and Under Rodeo	\$2,500