

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

The Board of County Commissioners of Box Elder County, Utah met in an Administrative/Operational Session at the County Courthouse, 01 South Main Street in Brigham City, Utah at 11:15 a.m. on **February 15, 2023**. The following members were present:

Stan Summers	Chairman
Boyd Bingham	Commissioner
Lee Perry	Commissioner
Marla R. Young	Clerk

The following items were discussed:

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

The Administrative/Operational Session adjourned at 11:25 a.m.

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

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

The prayer was offered by Commissioner Bingham.

The Pledge of Allegiance was led by Fire Marshal Kevin Lloyd.

**APPROVAL OF MINUTES**

**THE MINUTES OF THE REGULAR MEETING OF FEBRUARY 01, 2023 WERE APPROVED AS WRITTEN ON A MOTION BY COMMISSIONER PERRY, SECONDED BY COMMISSIONER BINGHAM AND UNANIMOUSLY CARRIED.**

**ATTACHMENT NO. 1 - AGENDA**

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

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 Items discussed.

**ARPA**

There were no ARPA items discussed.

**PUBLIC INTERESTS / PRESENTATIONS / CONCERNS**

***Waive Fees for use of the Fairgrounds for a Fundraiser-Jennifer Thompson***

This item was canceled.

***Request for Funding for the Study of the Economic Benefits of the Bear River System-Nathan Daus***

Nathan Daus explained he came before the Commission in a prior meeting to discuss a study of the benefits of the Bear River Water System locally while working to help to raise the level of the Great Salt Lake. He reported they have a final bid of \$180,000.00 for the study which would be completed by the end of the year. He requested the county contribute \$15,000.00 toward the study.

Chairman Summers recommended taking the money from RDA funds and suggested the item be put on the next RDA meeting agenda.

**ATTORNEY'S OFFICE**

**Public Defender Budget-Michael McGinnis**

Michael McGinnis, Cache County Manging Defender, presented information regarding wages for defenders. He gave an explanation of the problems facing the public defense system such as attorney shortages and non-competitive wages.

Commissioner Bingham said he has been working with the defenders and in order to be sufficiently staffed they would need an increase of \$150,000.00 annually for attorneys and investigators to bring the wages to a proper level.

There was discussion about using ARPA funds for a while to get to the proper level for wages. There was discussion about grants and that by combining the counties together they can be eligible for more grants.

**MOTION:** Commissioner Bingham made a motion to approve the use of ARPA funds in the amount of \$150,000.00 for at least two years for a total of \$300,000.00. The motion was seconded by Commissioner Perry and unanimously carried on a roll call vote of Chairman Summers voting Yea, Commissioner Bingham voting Yea, and Commissioner Perry voting Yea.

**AUDITOR'S OFFICE**

**Contract #23-06 for Internal Audit of Services of the Emergency Management, Fire and Ambulance Department of Box Elder County-Shirlene Larsen**

Auditor Shirlene Larsen stated they sent for bids for an internal audit and received one written response from Kathryn Becker. Contract #23-06 is with Kathryn Becker for that service.

**MOTION:** Commissioner Perry made a motion to approve Contract #23-06. The motion was seconded by Commissioner Bingham and unanimously carried on a roll call vote of Chairman Summers voting Yea, Commissioner Bingham voting Yea, and Commissioner Perry voting Yea.

**ATTACHMENT NO. 2 - Contract #23-06**

**COMMUNITY DEVELOPMENT**

**Silver Bullet Estate Subdivision-Scott Lyons**

Community Development Director Scott Lyons explained the Silver Bullet Estate Subdivision is located at 1815 N 2800 W along Hwy 13. It is a two-lot subdivision with five acre lots. The plat has been through all applicable departments and is ready for approval.

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

**WEED DEPARTMENT**

**Re-appoint Mike Bowen to Serve on Weed Board-Wyatt Freeze**

Weed Supervisor Wyatt Freeze stated Mike Bowen has been serving on the Weed Board and his term has expired. He recommended Mike Bowen be reappointed to the board.

**MOTION:** Commissioner Bingham made a motion to reappoint Mike Bowen to the Weed Board. The motion was seconded by Commissioner Perry and unanimously carried on a roll call vote of Chairman Summers voting Yea, Commissioner Bingham voting Yea, and Commissioner Perry voting Yea.

**HUMAN RESOURCES**

**Early H.S.A. Payment Agreements-Jenica Stander**

HR Manager Jenica Stander explained there are three employees that have requested early distribution of HSA payments.

**MOTION:** Commissioner Perry made a motion to authorize the early HSA distributions to the three employees. The motion was seconded by Commissioner Bingham and unanimously carried on a roll call vote of Chairman Summers voting Yea, Commissioner Bingham voting Yea, and Commissioner Perry voting Yea.

**PEHP Long-Term Disability Program – Fire Tier II-Jenica Stander**

HR Manager Jenica Stander explained since the county now offers the firefighter retirement program, there is an agreement for the long term disability program through PEHP. She asked the Commission for approval and authorization for her to sign the agreement.

**MOTION:** Commissioner Perry made a motion to approve the PEHP Long-Term Disability Agreement and authorize Jenica Stander to sign the agreement. The motion was seconded by Commissioner Bingham and unanimously carried on a roll call vote of Chairman Summers voting yea, Commissioner Bingham voting Yea, and Commissioner Perry voting Yea.

**Gallagher Benefits Services #23-07 Contracts/Agreements-Jenica Stander**

This item was postponed.

**Policy 10 Update-Jenica Stander**

HR Manager Jenica Stander explained the updates to Policy 10 address uniform allowances.

**MOTION:** Commissioner Bingham made a motion to approve the updates to Policy 10. The motion was seconded by Commissioner Perry and unanimously carried on a roll call vote of Chairman Summers voting Yea, Commissioner Bingham voting Yea and Commissioner Perry voting Yea.

**BUILDING & GROUNDS**

**Discussion on Backup Generators for County Facilities-Codey Illum**

Chief Building Official Codey Illum presented estimated costs of generators for the county buildings. He explained he does not have the money in his budget to purchase generators. He estimated about \$550,000.00 for three generators. He gave specifications that would be needed for each building and mentioned it could be a CIP item for next year.

Chairman Summers stated they should prioritize the buildings and look into critical needs grants that may be available.

I.T. Director Keith Keller explained the needs of keeping servers and other processes running and the possibility of needing to relocate servers or making modifications to the courthouse.

**WARRANT REGISTER – COMMISSIONERS**

The Warrant Register was signed and the following claims were approved: Claim numbers 119872 through 119904 in the amount of \$354,72.71 and claim numbers 119905 through 119945, 120018, 120023 in the amount of \$966,310.69.

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

<b>Employee Name:</b>	<b>Department:</b>	<b>PA Type:</b>	<b>Effective Date:</b>
Young, Emily	Attorney's Office	Volunteer	02/13/2023
Anderson, Thomas	Auditor's Office	New Hire	02/06/2023
Al-Tigar, Mohammed	Sheriff's Office	Volunteer	02/15/2023

**CLOSED SESSION**

**Strategy session to discuss the purchase, exchange, or lease of real property, including any form of a water right or water shares, if public discussion of the transaction would disclose the appraisal or estimated value of the property under consideration or prevent the public body from completing the transaction on the best possible terms**

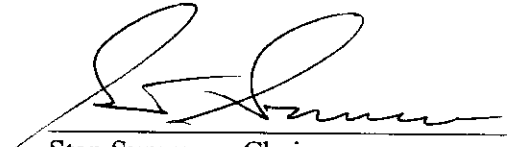
**MOTION:** At 12:25 a motion was made by Commissioner Perry to move into a closed session. The motion was seconded by Commissioner Bingham and unanimously carried.

**MOTION:** At 12:55 a motion was made by Commissioner Bingham to reconvene into regular commission meeting. Commissioner Perry seconded the motion. The motion carried unanimously and regular commission meeting was reconvened.

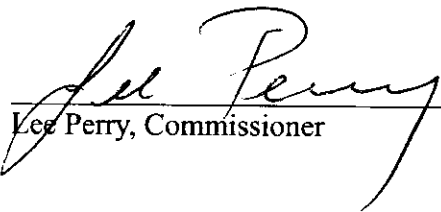
**ADJOURNMENT**

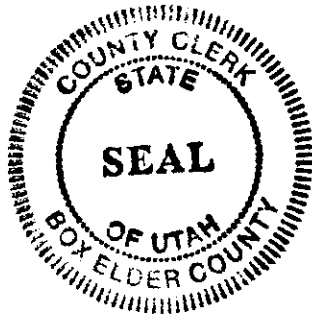
A motion was made by Commissioner Perry to adjourn. Commissioner Bingham seconded the motion, and the meeting adjourned at 12:55 p.m.

**ADOPTED AND APPROVED** in regular session this 1st day of March 2023.

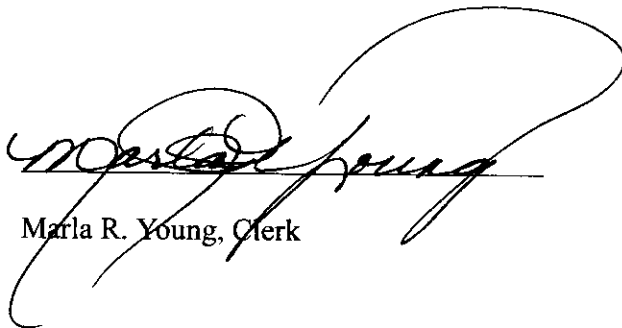
  
\_\_\_\_\_  
Stan Summers, Chairman

  
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Boyd Bingham, Commissioner

  
\_\_\_\_\_  
Lee Perry, Commissioner



ATTEST:

  
\_\_\_\_\_  
Marla R. Young, Clerk



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

**AGENDA**

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

**1. ADMINISTRATIVE / OPERATIONAL SESSION**

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

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

- A. Invocation Given by: Commissioner Bingham
- B. Pledge of Allegiance Given by: Fire Marshal Kevin Lloyd
- C. Approve Minutes 02-01-2023

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

**4. FORMER AGENDA ITEMS**

**5. EMERGENCY MANAGEMENT ISSUES**

**6. ARPA**

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

- A. 11:38 Waive Fees for use of the Fairgrounds for a Fundraiser-Jennifer Thompson
- B. 11:43 Request for Funding for the Study of the Economic Benefits of the Bear River System-Nathan Daus

**8. ATTORNEY'S OFFICE**

- A. 11:45 Public Defender Budget-Michael McGinnis
- B. 12:00 Using ARPA Funds For Public Defense-Michael McGinnis

**9. AUDITOR'S OFFICE**

- A. 12:05 Contract #23-06 for Internal Audit of Services of the Emergency Management, Fire and Ambulance Department of Box Elder County-Shirlene Larsen

**10. COMMUNITY DEVELOPMENT**

- A. 12:07 Silver Bullet Estate Subdivision-Scott Lyons

**11. WEED DEPARTMENT**

- A. 12:09 Re-appoint Mike Bowen to Serve on Weed Board-Wyatt Freeze



**12. HUMAN RESOURCES**

- A. 12:11 Early H.S.A. Payment Agreements-Jenica Stander
- B. 12:13 PEHP Long-Term Disability Program – Fire Tier II-Jenica Stander
- C. 12:15 Gallagher Benefits Services #23-07 Contracts/Agreements-Jenica Stander
- D. 12:17 Policy 10 Update-Jenica Stander

**13. BUILDING & GROUNDS**

- A. 12:20 Discussion on Backup Generators for County Facilities-Codey Illum

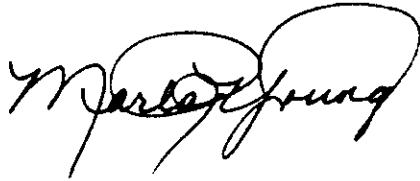
**14. WARRANT REGISTER**

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

**16. CLOSED SESSION**

**17. ADJOURNMENT**

Prepared and posted this 10th day of February, 2023. Mailed to the Box Elder News Journal and the Leader on the 10th of February, 2023. These assigned times may vary depending on the length of discussion, cancellation of scheduled agenda times and agenda alteration. Therefore, the times are estimates of agenda items to be discussed. If you have any interest in any topic you need to be in attendance at 11:30 a.m.



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.

## PROFESSIONAL SERVICES AGREEMENT

THIS AGREEMENT is made as of this 15th day of February 2023, by and between Box Elder County ("County") and Katherine Becker, CFE ("Contractor").

WHEREAS, the County desires to obtain professional services for an internal audit of the Fire and Emergency Management Services Ambulance Department in coordination with the Box Elder County Auditor and has issued an RFQ dated January 11, 2023, a copy of which is attached as incorporated as Exhibit A; and

WHEREAS, Contractor desires to perform such services and has represented that it is experienced and qualified to perform such services. It has submitted a written proposal, dated January 14, 2023, a copy of which is attached and incorporated as Exhibit B; and

WHEREAS, the Box Elder County Commissioners, at its meeting on February 15, 2023, authorized the County Auditor to enter into this Agreement.

NOW, THEREFORE, THE PARTIES AGREE AS FOLLOWS:

### **1. RENDITION OF SERVICES**

The Contractor agrees to provide professional services to the County in accordance with the terms and conditions of this Agreement. In the performance of its work, the Contractor represents that it (1) has and will exercise the degree of professional care, skill, efficiency, and judgment of contractors with special expertise in providing such services; (2) carries all applicable licenses, certificates, and registrations in current and good standing that may be required to perform the work; and (3) will retain all such licenses, certificates, and registrations in active status throughout the duration of this engagement.

### **2. SCOPE OF SERVICES**

Contractor will provide the County the scope of services set forth in Exhibit A, as supplemented by Exhibit B, in accordance with the terms and conditions of this Agreement. In the event of any inconsistency between the terms this Agreement and the terms of Exhibit A or B, this agreement shall prevail.

### **3. SCHEDULE**

Contractor will commence work upon County's issuance of a Notice to Proceed and, unless the Agreement is terminated pursuant to Section 19, will complete all work and deliver the Box Elder County an internal auditor report on or before June 30<sup>th</sup>, 2023, of this calendar year.

### **4. KEY PERSONNEL**

It is understood and agreed by the parties that at all times during the term of this Agreement, that Katherine Becker, shall serve as the primary staff person of the Contractor to undertake, render and oversee all of the services under this Agreement. Upon written notice by the Contractor and approval by the County, which will not be unreasonably withheld, the contractor may substitute this person with another person, who shall possess similar qualifications and experience for this position.

### **5. COMPENSATION**

The Contractor agrees to perform all of the services included in Section 1 for the flat rate of \$10,000 to cover all inclusive costs including but not limited to all labor, materials, taxes, profit, overhead, insurance, subcontractor costs and all other costs and expenses incurred by the Contractor. In the event the County requests Contractor to perform any additional services, the parties will agree in writing on the cost of such services, either on an agreed upon lump sum amount, or on a time and materials basis at the hourly rates.

## **6. NOTICES**

All communications relating to the day-to-day activities of the project shall be exchanged between the County Auditor, Shirlene Larsen, County Auditor and the Contractor's Auditor, Katherine Becker, CFE. All other notices and communications regarding interpretation of the terms of this Agreement and changes thereto shall be given to the other party in writing and may be given by personal delivery to a representative of the parties or by mailing the same postage prepaid, addressed as follows:

If to Box Elder County:

Box Elder County  
01 South Main, Room 10  
Brigham City, UT  
Attention: Marla Young, County Clerk

If to the Contractor:

Katherine Becker  
P. O. Box 87  
Mexico, MO 65265

The address to which mailings may be made may be changed from time to time by notice mailed as described above. Any notice given by mail shall be deemed given on the day after that on which it is deposited in the United States Mail as provided above.

## **7. OWNERSHIP OF WORK**

All printed internal audit reports along with any materials provided by Box Elder County including specifications, analyses, charts, tables, schedules and all other materials prepared, or in the process of being prepared, for the services to be performed by the Contractor shall be and are the property of the County. The County shall be entitled access to and copies of these materials during the progress of the work. Any such materials remaining in the hands of the Contractor or in the hands of any subcontractor upon completion or termination of the work shall be immediately delivered to the County. If any materials are lost, damaged, or destroyed before final delivery to the County, the Contractor shall replace them at its own expense, and the Contractor assumes all risks of loss, damage or destruction of or to such materials. The Contractor may retain a copy of all material produced under this Agreement for its use in its general business activities. Any and all rights, title, and interest (including, without limitation, patent rights, copyright and any other intellectual-property or proprietary right) to materials prepared under this Agreement are hereby assigned to the County. The Contractor agrees to execute any additional documents which may be necessary to evidence such assignment. The Contractor represents and warrants that all materials prepared under this Agreement are original or developed from materials in the public domain (or both) and that all materials prepared under and services provided under this Agreement do not infringe or violate any copyright, trademark, patent, trade secret, or other intellectual-property or proprietary right of any third party.

## **8. CONFIDENTIALITY**

Any County materials to which the Contractor has access or materials prepared by the Contractor during the course of this Agreement ("confidential information") shall be held in confidence by the Contractor, who shall exercise all reasonable precautions to prevent the disclosure of confidential information to anyone except the officers, employees, and agents of the Contractor as necessary to accomplish the rendition of services set forth in Section 2 of this Agreement. The Contractor, its employees, subcontractors, and agents shall not release any reports, information or other materials prepared in connection with this Agreement, whether deemed confidential or not, to any third party without the approval of the County.

## **9. SUBCONTRACTORS**

The Contractor shall not subcontract any services to be performed by it under this Agreement without the prior written approval of the County. Any subcontractors must be engaged under written contract with the Contractor with provisions allowing the Contractor to comply with all requirements of this Agreement, including without limitation the "Ownership of Work" provisions in Section 7. The Contractor shall be solely responsible for reimbursing any subcontractors, and the County shall have no obligation to them.

## **10. CHANGES**

The County may, at any time, by written order, make changes within the scope of work and services described in this Agreement. If such changes cause an increase in the budgeted cost of or the time required for performance of the agreed upon work, an equitable adjustment as mutually agreed shall be made in the limit on compensation as set forth in Section 5 or in the time of required performance as set forth in Section 3, or both. In the event that the Contractor encounters any unanticipated conditions or contingencies that may affect the scope of work or services, schedule, or the amount of compensation specified herein, the Contractor shall so advise the County immediately upon notice of such condition or contingency. The written notice shall explain the circumstances giving rise to the unforeseen condition or contingency and shall set forth the proposed adjustment in schedule or compensation. This notice shall be given to the County prior to the time that the Contractor performs work or services related to any proposed adjustment. The pertinent changes shall be expressed in a written supplement to this Agreement prior to implementation of such changes.

## **11. RESPONSIBILITY; INDEMNIFICATION**

To the extent allowed by law, the Contractor shall indemnify, keep and save harmless the County and its Commissioners, officers, agents and employees against any and all suits, claims or actions arising out of any of the following:

- A. Any injury to persons or property that may occur, or that may be alleged to have occurred, arising from the performance of this Agreement by the Contractor caused by a negligent act or omission or willful misconduct of the Contractor or its employees, subcontractors or agents; or
- A. Any allegation that materials or services provided by the Contractor under this Agreement infringe or violate any copyright, trademark, patent, trade secret, or any other intellectual-property or proprietary right of any third party.

The Contractor further agrees to defend any and all such actions, suits or claims, with counsel acceptable to the County in its sole discretion, and pay all charges of attorneys and all other costs and expenses of defenses as they are incurred. If any judgment is rendered, or settlement reached, against the County, or any of the other individuals enumerated above in any such action, the Contractor shall, at its expense, satisfy and discharge the

same. This indemnification shall survive termination or expiration of the Agreement.

## **12. INSURANCE**

### **A. Types of Insurance**

The Contractor shall not commence work until proper evidence of insurance coverage of the types and amounts specified in this section has been provided to the County. The Contractor shall not violate or permit to be violated any conditions or provisions of said policies of insurance, and at all times shall satisfy the requirements of the insurer for the purpose of maintaining said insurance in effect. If any claim is made by any third person against the Contractor on account of any incident connected to the Agreement, the Contractor shall promptly report the fact in writing to the County, giving full details of the claim. Any person, firm, or corporation that the Contractor authorizes to work upon the County's property, including any subcontractor, shall be deemed to be the Contractor's agent and shall be subject to all applicable terms of this Agreement. Prior to the Contractor's start of the work or entry onto the County's property, the Contractor agrees to require its subcontractors to procure and maintain, at the Contractor's (or its subcontractor(s)) sole cost and expense (and to prove to the County's reasonable satisfaction that it remains in effect throughout the performance of the work under this Agreement), the kinds of insurance described below. Such insurance must remain in effect throughout the term of this Agreement and will be at the sole cost and expense of the Contractor (or its subcontractor(s)).

#### 1) Commercial General Liability Insurance

The Contractor shall, at its own expense, procure and maintain Commercial General Liability insurance providing bodily injury and property damage coverage with a combined limit of at least One Million Dollars (\$1,000,000) each occurrence and a general aggregate limit of at least Two Million Dollars (\$2,000,000). This insurance shall include, but not be limited to, premises and operations, contractual liability covering the indemnity provisions contained in this Agreement, personal injury, products and completed operations, and broad form property damage, and include a Cross Liability endorsement. Said Policy shall protect the Contractor and the County in the same manner as though a separate policy had been issued to each, but nothing in said policy shall operate to increase the insurance company's liability as set forth in its policy beyond the amount or amounts shown or to which the insurance company would have been liable if only one interest had been named as an insured.

#### 2) Business Automobile Liability

The Contractor shall, at its own cost and expense, procure and maintain Business Automobile Liability insurance providing bodily injury and property damage with a combined single limit of at least One Million Dollars (\$1,000,000) per occurrence for all owned, non-owned and hired automobiles. This insurance shall provide contractual liability covering all motor vehicles and mobile equipment to the extent coverage may be excluded from general liability insurance.

#### 3) Workers' Compensation and Employers' Liability Insurance

If the Contractor employs any person to perform work in connection with this Agreement, the Contractor shall procure and maintain at all times during the performance of such work Workers' Compensation Insurance in conformance with the laws of the State of Utah, and federal laws where applicable. Employers' Liability Insurance shall not be less than One Million Dollars (\$1,000,000) for each accident and One Million Dollars (\$1,000,000) for each disease, with a policy limit of One Million Dollars (\$1,000,000).

The policy shall contain a waiver of subrogation in favor of the County and its officers, Commissioners, employees, volunteers, and agents, while acting in such capacity, and their successors and assignees, as they now or as they may hereafter be constituted, singly, jointly, or severally.

4) Professional Liability Insurance

The Contractor shall also maintain Professional Liability Insurance covering the Contractor's performance under this Agreement with a limit of liability of One Million Dollars (\$1,000,000) for any one claim. This insurance shall be applicable to claims arising from the work performed under this Agreement. Prior to commencing work under this Agreement, the Contractor shall furnish to the County a Certificate of Insurance or certified copy of the insurance policy if requested, indicating compliance with the requirements of this paragraph. This certificate or policy shall further stipulate that thirty (30) days' advance written notice of cancellation, non-renewal or reduction in limits shall be given to the County.

**B. General Insurance Requirements**

1) Acceptable Insurance

All policies will be issued by insurers acceptable to the County. This insurance shall be issued by an insurance company or companies authorized to do business in the State of Utah with minimum "Best's" rating of B+ and with minimum policyholder surplus of Twenty-Five Million Dollars (\$25,000,000) or a company acceptable to the County in its sole discretion. All policies shall be issued in a form satisfactory to the Building Official of the County and shall be issued specifically as primary insurance. Workers' Compensation coverage requirements may be met with the Utah Worker's Compensation Fund.

2) Procure and Maintain Insurance

The Contractor must, at its own cost and expense, procure and maintain at all times during the performance of this Agreement, all of the required policies specified above. The failure to procure or maintain the required insurance policies and/or an adequately funded self-insurance program acceptable to the County will constitute a material breach of the Agreement.

3) Terms of Policies

All insurance specified above shall remain in force until all work to be performed is satisfactorily completed. If the insurance is provided on a claims-made basis, it must remain in force for the entire term of the Agreement and a minimum of three (3) years thereafter.

4) Self-Insurance

Upon evidence of financial capacity satisfactory to the County and Contractor's agreement to waive subrogation against the County respecting any and all claims that may arise, the Contractor's obligations hereunder may be satisfied in whole or in part by adequately funded self-insurance.

5) Deductibles and Retentions

The Contractor shall be responsible for payment of any deductible or retention on the Contractor's policies without right of contribution from the County. Deductible and retention provisions shall not contain any restrictions as to how or by whom the deductible or retention is paid. Any deductible or retention provision limiting payment to the Named Insured is unacceptable. In the event that the policy of the Contractor or any subcontractor contains a deductible or self-insured retention, and in the event that the County seeks coverage under such policy as an additional insured, the Contractor shall satisfy such deductible or self-insured retention to the extent of loss covered by such policy for a lawsuit arising from or connected with any alleged act or omission of the Contractor, subcontractor, or any of their officers, directors, employees, agents, or suppliers, even if the Contractor or subcontractor is not a named defendant in the lawsuit.

### **B. Evidence of Insurance and Endorsements**

Prior to commencing work or entering onto the County's property, the Contractor shall file a Certificate of Insurance with the County evidencing the foregoing coverage's, including the following endorsements:

- 1) The insurance company(ies) issuing such policy(ies) will provide at least thirty (30) days' notice to the County of cancellation or non-renewal.
- 2) That the policy(ies) is primary insurance and the insurance company(ies) providing such policy(ies) shall be liable thereunder for the full amount of any loss or claim that the Contractor is liable for under this section, up to and including the total limit of liability, without right of contribution from any other insurance maintained or which may be maintained by the County.
- 3) Such insurance shall include as additional insureds the County, and its respective Commissioners, officers, employees, and agents while acting in such capacity, and their successors or assignees, as they now or as they may hereafter be constituted, singly, jointly, or severally.
- 4) The policy must also contain either a Cross Liability endorsement or Severability of Interests Clause and stipulate that inclusion of the County as an additional insured will not in any way affect the County's rights as respects to any claim, demand, suit or judgment made, brought, or recovered against the Contractor.

Said policy shall protect the Contractor and the County in the same manner as though a separate policy had been issued to each, but nothing in said policy shall operate to increase the insurance company's liability as set forth in its policy beyond the amount or amounts shown or to which the insurance company would have been liable if only one interest had been named as an insured.

### **C. Consequence of Lapse**

Should any required insurance not be procured or lapse during the term of this Agreement, requests for payment originating after such lapse will not be processed until the County receives satisfactory evidence of reinstated coverage as required by the Agreement. If insurance is not reinstated, the County, may, at its sole option, terminate this Agreement effective on the date of such lapse of insurance.

### **13. CONTRACTOR'S STATUS**

Neither the Contractor nor any party contracting with the Contractor shall be deemed to be an agent or employee of the County. The Contractor is and shall be an independent Contractor, and the legal relationship of any person performing services for the Contractor shall be one solely between that person and the Contractor.

### **14. ASSIGNMENT**

Contractor shall not assign any of its rights nor transfer any of its obligations under this Agreement without the prior written consent of County.

### **15. COUNTY WARRANTIES**

The County makes no warranties, representations or agreements, either express or implied, beyond such as are explicitly stated in this Agreement.

### **16. COUNTY REPRESENTATIVE**

Except when approval or other action is required to be given or taken by the County Commissioners, the County Clerk of the County, or such person or persons as he shall designate in writing from time to time, shall represent and act for the County.

### **17. DISPUTE RESOLUTION**

The County and Contractor agree to attempt in good faith to resolve all disputes informally. If agreed to by both parties, alternate methods of dispute resolution, such as mediation, may be utilized. Unless otherwise directed by the County, the Contractor shall continue performance under this Agreement while matters in dispute are being resolved.

### **18. MAINTENANCE, AUDIT, AND INSPECTION OF RECORDS**

All Contractor and subContractor revenue collections incurred in the performance of this Agreement will be subject to audit. The Contractor and its subContractors shall permit the County or its authorized representatives to inspect, audit and verify statements, invoices or bills pursuant to this Agreement. The Contractor shall also provide such assistance as may be required in the course of such audit. The Contractor shall retain these records and make them available for inspection hereunder for a period of four (4) years after expiration or termination of the Agreement.

### **19. TERMINATION**

The County shall have the right to terminate this Agreement at any time for cause or for convenience by giving written notice to the Contractor. Upon receipt of such notice, the Contractor shall not commit itself to any further expenditure of time or resources.

If the Agreement is terminated for any reason other than a breach or default by the Contractor, the County shall pay to the Contractor for all services performed and all expenses incurred up to the day written notice of termination is given, plus any costs reasonably and necessary incurred by the Contractor to effect such termination if such termination results in no revenues generated from advertising solicitation to cover costs incurred prior to notice of termination. In accordance with any payment of expenses incurred for termination of this agreement for any reason other than breach or default by the Contractor, the Contractor agrees to permit the



County or its authorized representatives to inspect, audit and verify statements, invoices or bills pursuant to this Agreement. If the Agreement is terminated for breach or default, the County shall not cover any or all expenses.

The County shall not in any manner be liable for the Contractor's actual or projected lost profits had the Contractor completed the services required by this Agreement.

## **20. NONDISCRIMINATION**

In connection with the performance of this Agreement, the Contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, citizenship, political activity or affiliation, national origin, ancestry, physical or mental disability, marital status, age, medical condition (as defined under Utah law), veteran status, sexual orientation, gender identity, gender expression, sex or gender (which includes pregnancy, childbirth, breastfeeding, or related medical conditions), taking or requesting statutorily protected leave, or any other characteristics protected under federal, state, or local laws. The Contractor shall take affirmative actions to ensure that applicants are employed, and that employees are treated during their employment, without regard to their race, religion, color, sex, disability, national origin, or any other characteristic protected under state, federal, or local laws. Such actions shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor further agrees to insert a similar provision in all subcontracts, except subcontracts for standard commercial supplies.

## **21. CONFLICT OF INTEREST**

The Contractor warrants and represents that it presently has no interest and agrees that it will not acquire any interest that would present a conflict of interest under Utah law during the performance of services under this Agreement. The Contractor further covenants that it will not knowingly employ any person having such an interest in the performance of this Agreement. Violation of this provision may result in this Agreement being deemed void and unenforceable.

## **22. PUBLICITY**

The Contractor, its employees, subcontractors, and agents shall not refer to the County, or use any logos, images, or photographs of the County for any commercial purpose, including, but not limited to, advertising, promotion, or public relations, without the County's prior written consent. Such written consent shall not be required for the inclusion of the County's name on a customer list.

## **23. ATTORNEY'S FEES**

If any legal proceeding should be instituted by either of the parties to enforce the terms of this Agreement or to determine the rights of the parties under this Agreement, the prevailing party in said proceeding shall recover, in addition to all court costs, reasonable legal fees.

## **24. WAIVER**

Any waiver of any breach or covenant of this Agreement must be in a writing executed by a duly authorized representative of the party waiving the breach. A waiver by any of the parties of a breach or covenant of this Agreement shall not be construed to be a waiver of any succeeding breach or any other covenant unless specifically and explicitly stated in such waiver.

**25. SEVERABILITY**

If any provision of this Agreement shall be deemed invalid or unenforceable, that provision shall be reformed and/or construed consistently with applicable law as nearly as possible to reflect the original intentions of this Agreement, and in any event, the remaining provisions of this Agreement shall remain in full force and effect.

**26. NO THIRD PARTY BENEFICIARIES**

This Agreement is not for the benefit of any person or entity other than the parties.

**27. APPLICABLE LAW**

This Agreement, its interpretation and all work performed under it shall be governed by the laws of the State of Utah.

**28. BINDING ON SUCCESSORS**

All of the terms, provisions and conditions of this Agreement shall be binding upon and inure to the benefit of the parties and their respective successors, assigns and legal representatives.

**29. ENTIRE AGREEMENT; MODIFICATION**

This Agreement, including any attachments, constitutes the entire Agreement between the parties with respect to the subject matter hereof and may not be amended except by a written amendment executed by authorized representatives of both parties. In the event of a conflict between the terms and conditions of this Agreement and the attachments, the terms of this Agreement will prevail.

**EXHIBIT A**

**BOX ELDER COUNTY FIRE AND EMERGENCY MANAGEMENT  
SERVICES-AMBULANCE INTERNAL AUDIT  
REQUEST FOR QUALIFICATIONS**

**Purpose of this Solicitation**

Box Elder County (the County) has issued this Request for Qualifications (RFSQ) to obtain statements of qualifications from companies interested in providing internal audit services for the Box Elder County.

**Scope of Work**

The most qualified firm, individual, or company will meet the following objectives:

- A. Perform a Box Elder County Fire And Emergency Management Ambulance Department internal audit as directed by the Box Elder County Auditor with focus on relevant materials for the 2020-2022 calendar years.
  - 1. The internal audit will include an assessment on adherence to county financial and employee policy, applicable state code, policy, and law.
  - 2. The internal audit will also include a review of governance, proper management of assets within the custodial stewardship of the department, a review of contracts for services with outside entities or independent contractors, effective use of budget and financial review. A fraud risk assessment will also be completed.
  
- B. Complete and present a written report of the internal audit to Box Elder County Commission in coordination with the Box Elder County Auditor.

**Timelines**

Notification Date: 1/12/23

Question and Answer Deadline: 1/20/23 at 4:00 p.m.(MDT)

Qualifications Due Date: 1/25/23 at 5:00 p.m. (MDT)

Final Notification of Award: Upon Final approval by Box Elder County Commission.

**Contract Timeframe**

This contract is for only the period necessary to complete the specific department audit as defined in the scope of work.

Box Elder County reserves the right to further negotiate once all qualifications are submitted and reviewed.

The award will consist of execution of an agreement between the successful entity and Box Elder

County. Feel free to contact Shirlene Larsen at [slarsen@boxeldercounty.org](mailto:slarsen@boxeldercounty.org) if you have questions prior to the closing date and time for questions and answers.

### **Response Format**

Responses should be concise, straightforward and prepared simply and economically. Expensive displays, bindings, or promotional materials are neither desired nor required. However, there is no intent in these instructions to limit a response's content or to exclude any relevant or essential data.

All materials submitted become the property of Box Elder County. Materials may be evaluated by anyone designated by Box Elder County as part of the evaluation committee.

All qualifications must include and be organized as follows:

- A. Cover Letter- The letter should clearly state the business name of the business, address, telephone numbers, and e-mail address. The following information should be provided:
- Introduce the business and summarize its qualifications.
  - Name(s) of authorized principals with authority to negotiate and contractually bind the Company.
  - Indicate whether there are any conflicts of interest that would limit the company's ability to provide the requested services.
- B. A demonstration of the company's understanding of the proposed Scope of Work is required as part of the submittal. With respect to each task and deliverable described in the Scope of Work, discuss your approach and methodology for performing the services. Describe how you would staff each task, the level of effort required for each task, and how your staff would coordinate with and respond to county staff.
- C. Company's Qualifications and Experience -The following information should be included in the response:
- 1) A brief description of the company's qualifications for the Scope of Services and previous experience on similar or related work performed for local governmental agencies, if any. This description must include a summary of work performed, the period over which the work was completed, for whom it was performed, the location where it was performed, and the size of the Proposer's effort (i.e., cost and period of time). Please include up to three (3) samples if applicable.
  - 2) The names of the lead individual and all key personnel who would be directly engaged in the performance of the Scope of Services. For each of these individuals, please submit:
    - a) A list of references, including a brief description of the nature of the work performed by the individual for each reference; and
    - b) A description of their experience with public agency clients, if any.
  - 3) Provide contact information for three references for which the Proposer has provided similar services to those described in these solicitation documents within the past three years. For each client submitted as a reference, Proposer shall supply a brief description of the work performed.

- D. Identify the primary staff person who will oversee the County's account and a listing of the names and titles of the staff who will support the County's account and describe the manner in which direction and supervision shall be exercised over the team by the business's management and primary staff person.
- E. Financial Stability - Provide pertinent information to allow the County to reasonably formulate a determination about the financial stability and strength of the Proposer such as financial references, financial statements, or other relevant documentation. Describe any administrative proceedings, claims lawsuits, settlements, or other exposures pending against the Proposer.
- F. Acknowledgement of Addenda, if applicable
- G. Certificate of Insurance - Provide a completed Certificate of Insurance evidencing the coverage types and the minimum limits.
- H. A proposed timeline for completion.
- I. Flat all-inclusive proposed fee.

**Submission of Qualifications**

Submissions can be submitted electronically to [slarsen@boxeldercounty.org](mailto:slarsen@boxeldercounty.org) or delivered to:

Shirlene Larsen, County Auditor  
Box Elder County  
01 South Main, Room 21  
Brigham City, UT 84302

All costs associated with the preparation of the submission as well as any other related materials, will be borne by the submitting company. All submission materials become the property of Box Elder County. Box Elder County reserves the right to stop the selection process at any time if it is considered to be in the best interest of the County. The County also reserves the right to reject any or all submissions. A binding agreement between any company and the County shall be dependent upon the negotiation, drafting and execution of a formal contract.

**Protected Information**

The Government Records Access and Management Act (GRAMA), UCA § 63G-2-305, provides in part that:

the following records are protected if properly classified by a government entity:

- (1) trade secrets as defined in Section 13242, the Utah Uniform Trade Secrets Act, if the person submitting the trade secret has provided the governmental entity with the information specified in UCA § 63G2309 (Business Confidentiality Claims);
- (2) commercial information or non-individual financial information obtained from a person if:
  - (a) disclosure of the information could reasonably be expected to result in unfair competitive injury to the person submitting the information or would impair the ability of the governmental entity to obtain necessary information in the future;
  - (b) the person submitting the information has a greater interest in prohibiting access than the public in obtaining access; and
  - (c) the person submitting the information has provided the governmental entity with the information specified in UCA § 63G2309; \* \* \* \* \*

(6) records, the disclosure of which would impair governmental procurement proceedings or give an unfair advantage to any person proposing to enter into a contract or agreement with a governmental entity, ~~except, subject to Subsections (1) and (2), that this Subsection (6) does not restrict the right of a person to have access to, after the contract or grant has been awarded and signed by all parties...~~

### **Evaluation of Statements of Qualifications**

Each Statement of Qualifications received shall be evaluated for responsiveness as outlined in the Utah Procurement Code, specifically Rule 33. Pursuant to Administrative Rule R33-5-108, the Conducting Procurement Unit will evaluate the qualifications of all submitted responses and will select the vendor who is most qualified for direct negotiations. Any exceptions to the content of this RFSQ must be protested in writing, during the period, prior to the closing date. question and answer

### **Selection**

The County may reject any company in which the technical approach or qualifications are not deemed to be within an acceptable or competitive range. The County may seek clarifications or additional information from any or all companies regarding their submission and may request modified submissions or best and final offers. Following the initial review and screening of the submissions, one or more companies may be invited to participate in the final selection process, which may include:

- A. Participation in an oral interview.
- B. Submission of any additional information as requested by the County.
- C. Checking references of business and key personnel.
- D. Checking the business's financial stability.

**EXHIBIT B**

Written Proposal by Contractor follows on Supplemental Pages.

# KATHERINE "KATE" BECKER

PO Box 87, Mexico, Missouri 65265 • 816.294.8724 • kate@countysupport.org

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January 14<sup>th</sup>, 2022

Shirlene Larsen  
Box Elder County Auditor  
01 South Main, Room 21  
Brigham City, UT 84302  
(435) 734-3360  
slarsen@boxeldercounty.org

Dear Auditor Larsen,

Thank you for the opportunity to respond to the Internal Audit- Box Elder County Fire and Ambulance RFSQ. The attached curriculum vitae will state all qualifications requested. I have no conflicts of interest or limitations to provide the requested services adhere to accounting standards as defined by the Financial Accounting Standards Board (FASB) and the Government Accounting Standards Board (GASB). As the principal, I hold professional liability insurance as well as a schedule fidelity bond.  
My flat fee for the scope of work requested is \$10,000.

#### References:

Hon. Jess Bradfield, Cache County Clerk/Auditor (435) 755-1461 jess.bradfield@cachecounty.org  
Shawn Milne, BRAG (801) 514-4444 Quality & Economic Growth Specialist  
Hon. Jody Vance, Miller County Collector of Revenue (573) 369-1925 jvance@millercountymo.org

Presently I am auditing the Logan-Cache Airport Authority, the Cache County Development Services Department, reviewing the Tax-Exempt parcels of Cache County for FY 2022 to ensure they are in compliance, a Contract audit of Cache County for the period of June - November 2022, and reviewing all 2022 enacted contracts by Cache County for compliance and ROI. All of these audits as well as those below either are or will be available to view on the Cache County website. The closest completed audit for your review is my 2022 audit of the Cache County Senior Center.

Previous scope of work includes a rewrite of Cache County's Financial Code, Fraud Risk Assessments for the State of Utah, Historic & Financial audit of the Cache County Senior Citizen's Board, Financial transitional audit from elected officer to appointed for Miller County Collector, Preparation of Annual financial report for Miller County, Internal Audit of the Cache County Finance Department to include cash handling.

I acknowledge and shall protect all restricted information and will keep all records confidential.

Thank you for your time and I look forward to continuing support your office through our potential partnership

Sincerely,  
-Katherine Becker



# KATHERINE "KATE" BECKER

P.O. Box 87, Mexico, Missouri 65265 • 816.294.8724 • kate@countysupport.org

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## CONTRACT AUDITOR

### ☐ QUALIFICATIONS PROFILE

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Highly efficient, self-motivated, and multifaceted professional, offering extensive experience in financial management, coupled with strong local Missouri governmental administrative background and knowledge of the organization of local governments and federal nonprofit regulations. Expert at creating and implementing innovative action plans and strategies to secure organizational opportunities and ensure positive bottom-line results. Bridge builder and problem solver; adept at identifying complex issues and providing sound decisions and recommendations to drive sustainable growth and serviceability. Equipped with excellent administrative, communication, and networking skills in working effectively with state and/or federal agencies.

### ☐ AREAS OF EXPERTISE

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*Public Administration ~ Program Management ~ Budgeting ~ Asset and Investment Management ~ Financial Planning  
Auditing ~ Risk Assessment ~ Data Gathering and Analysis ~ Team Building ~ Member Relations*

### ☐ EDUCATION

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**Harvard Business School, Johannesburg, South Africa**  
**Master of Science in Accounting & Management: May 2007**

**Harvard Business School, Johannesburg, South Africa**  
**Master of Science in Business Analytics: May 2007**

**Oberlin College, Oberlin, OH**  
**Bachelor of Arts in Music: May 2005**

**Oberlin College, Oberlin, OH**  
**Bachelor of Science in Business Administration: May 2005**

### ☐ PROFESSIONAL EXPERIENCE

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#### **Collector of Revenue**

*Audrain County Missouri, Mexico, MO*

*Mar 2013–Present*

- Effectively manage the collection, balancing, and reconciliation of tax revenues from individual tax payers and distribution of said funds accurately and timely to the taxing entities within the county.
- Testify on legislation at the request of Missouri County Collector's Association (MCCA) and file financial impact statements as necessary to impart the potential effect of certain legislation on local taxing authorities.
- Create opportunities to partner with other elected offices to better serve tax payers.
- Build strong relationships with all county municipalities and assist them in reporting, compliance, and statutory issues.
- Provide wise-purchasing decisions focusing on the frugality of general revenue's budgetary constraints.
- Oversee multiple locations within the County while maintaining auditing procedures and separation of duties.
- Assist other counties as requested with issues, such as reconciliation, embezzlement, reporting, auditing, policies and agreements.

#### **Certified Fraud Examiner (CFE)/Auditor**

*Self-Employment, Mexico, MO*

*Feb 2010–Present*

- Determine possible fraudulent activities within a company, such as banks, payroll, credit card, and insurance through compilation and reviewing of evidences.
- Maintain the integrity of all active non-disclosure agreements (NDA), knowledge of new and emerging technologies, use of Federal information systems, and cooperation with State and Federal investigators and litigators.

#### **Federal Auditor of Fraud, Waste & Abuse of Federal Defense Funds**

*Department of the Auditor General, Johannesburg, South Africa*

*Feb 2005–Aug 2012*

*Central Intelligence Agency, Johannesburg, South Africa*

*Department of Defense, Johannesburg, South Africa*

- Executed the fraud risk assessment process and closely monitored key fraud indicators.
- Efficiently oversaw internal fraud audits, including currency, misuse, and embezzlement in line with Foreign Corrupt Practices Act (FCPA) and Department of Defense procurement standards.
- Reported findings to Ranking Officer, provided corrective actions in relation to control failures.

#### **Military Entrance Processing Station Guidance Counselor/ Intelligence Analyst/ Translator**

*United States Army, Active Duty, Arlington, VA*

*June 2000–Aug 2012*

# KATHERINE "KATE" BECKER

406 Woodlawn Street, Mexico, Missouri 65265 • 816.294.8724 • katebeckercfe@gmail.com

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## ☐ CERTIFICATIONS

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Certified Fraud Examiner – Educator Certificate, 2020  
High Performance Leadership Academy Graduate, 2020  
Government Finance Officer Certificate, 2019  
Chancellor's Certificate in Public Administration: Government Finance Executive, 2018  
Intuit Accounting Professionals Trainer Certification, 2006  
Certified Fraud Examiner, 2005

## ☐ AFFILIATIONS

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- National Association of Counties (NACo)
- Immigration Reform Task Force Central Regional Representative
  - NextGen Leadership Vice-Chair
  - Arts and Culture Commission Member
  - Membership Committee
  - Rural Action Committee Member
- National Association of County Collectors, Treasurers, and Finance Officers (NACCTFO)
- Education Chair, 2021–2022, 2018–2019
  - Membership and Public Relations Committee, 2020
  - NACCTFO Award Chair, 2019
  - NACCTFO/NACo Committee, 2018
- Missouri County Collectors Association (MCCA)
- By-Laws and Policies and Procedures Committee, 2017–Present
  - Conference Education Committee, 2016–Present (Chair, 2018–2019)
  - Conference Trade Exposition, 2014–Present
  - Chapter 150 re-write Committee, 2019–Present
- Association of Certified Fraud Examiners (ACFE)
- Certification Trainer
- National Tax Lien Association (NTLA)
- Education Committee
  - Legislative Tracking Committee

## ☐ ACTIVITIES / COMMUNITY INVOLVEMENT

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*President and Foundation Chair, Mexico Rotary Club*  
*District Secretary, Rotary District 6060*  
*Founder and Member, Audrain County Courthouse Activity Committee*  
*Fundraising Director, Presser Performing Arts Center*  
*Treasurer, Mexico Jaycees*  
*Grant Writer, Team R.W.B. - Columbia*  
*Member:*

- Mexico Area Chamber of Commerce | Vandalia Area Chamber of Commerce | Daughters of the American Revolution
- Veteran's Helping Veterans – Missouri Central Region | Missouri Foster Alliance | Harvard Business School Class of 2007

## ☐ TECHNICAL SKILLS

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Data Analytics | Cost & Trend Analysis | Strategic Planning | GAAP & FASB Knowledge | Intuit QuickBooks | Acrobat DC  
Conferencing Software (Zoom, Teams, WebEx) | Accounting | Auditing | Square Space | Microsoft Office Suite | Google Drive

## ☐ PROFESSIONAL REFERENCES

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Hon. **Greg Puckett**: Commissioner, Mercer County, West Virginia (304) 922-2551  
Mr. **Shawn Milne**: Cache Valley Economic Development Director, Utah (801) 514-4444  
Hon. **Janet M. Thompson**: Commissioner, Boone County, Missouri (573) 864-5197

## ☐ PERSONAL REFERENCES

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Mr. **Mark Porterfield**: Chief Operations Office, Finck and Associates, INC (573) 821-4387  
Hon. **Jason Carini**: Treasurer, Rogers County, Oklahoma (918) 261-4309  
Hon. **Angie Boersma**: Commissioner Brooking, South Dakota (605) 695-9635

IN WITNESS WHEREOF the parties have executed this Agreement by their duly authorized officers as of the day and year first above written.

BOX ELDER COUNTY

By: [Signature] Date: 2/15/2023

Title: Commission Chairman

[Contractor]

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

Title: \_\_\_\_\_

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

Title: \_\_\_\_\_

\*This Agreement must be executed by two corporate officers, consisting of: (1) the president, vice president or chair of the board; and (2) the secretary, assistant secretary, chief financial officer or assistant treasurer. In the alternative, this Agreement may be executed by a single officer or a person other than an officer provided that evidence satisfactory to the County is provided demonstrating that such individual is authorized to bind the corporation (e.g. a copy of a certified resolution from the corporation's board or a copy of the corporation's bylaws).