

**MINUTES
BOX ELDER COUNTY COMMISSION
FEBRUARY 01, 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 4:45 p.m. on **February 01, 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 4:54 p.m.

The regular session was called to order by Chairman Summers at 5:00 p.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 Perry.
The Pledge of Allegiance was led by Scott Lyons.

APPROVAL OF MINUTES

THE MINUTES OF THE REGULAR MEETING OF JANUARY 25, 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

Legislature - Chairman Summers

Chairman Summers thanked Commissioner Perry for attending sessions at the legislature. He explained that most meetings are now held virtually but being in person does make a difference.

Appreciation to Road Department and Building Officials - Chairman Summers

Chairman Summers expressed appreciation to the road crews. He said the last few days of clearing roads has been difficult due to the storms. He commended the building officials for their work in the buildings when pipes broke and had power outages.

FORMER AGENDA ITEMS FOLLOW-UP – COMMISSIONERS

Indigent Defense - Commissioner Bingham

Commissioner Bingham revisited the Indigent Defense Contract with Cache County. He stated Deputy Attorney Anne Hansen had met with attorneys from Weber County and discussed the challenges facing Box Elder County having attorneys that are viable and willing. He reported attorneys are getting paid substantially more in other counties and wanted to address ways to help the Box Elder County attorneys be compensated properly .

There was discussion whether or not ARPA funds could be used to help pay additional costs until the next budget cycle.

Auditor Shirlene Larsen said she would look into requirements of using ARPA funds.

Chairman Summers commented there could be options with the LATCF funding.

EMERGENCY MANAGEMENT ISSUES

Emergency Manager Mark Millett reported they are holding a meeting next week for pre planning for flooding from spring run off.

Chairman Summers commented that during the emergency of the bus rollover, many of the fire departments did not have the needed supplies. He encouraged future discussions regarding helping these departments with funding through mineral lease funds.

ARPA

There were no ARPA items discussed.

PUBLIC INTERESTS / PRESENTATIONS / CONCERNS

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

This item was postponed.

USU EXTENSION

Cooperative Agreement #23-03 with Utah State University Extension and Box Elder County-Mike Pace

USU County Agent Mike Pace presented the Cooperative Agreement with Utah State University Extension. He stated the agreement is the same as prior years with updated 2023 information such as dates and the budget.

MOTION: Commissioner Perry made a motion to approve Agreement #23-03 with Utah State University Extension. The motion was seconded by Commissioner Bingham on a roll call vote of Chairman Summers voting Yea, Commissioner Bingham voting Yea, and Commissioner Perry voting Yea.

Chairman Summers expressed appreciation for the work the USU Extension does for the county.

ATTACHMENT NO.2 Agreement #23-03

COMMUNITY DEVELOPMENT

Ordinance #573 Adding in Section 5-1-360 to the Box Elder County Land Use Management and Development Code-Scott Lyons

Community Development Director Scott Lyons explained Ordinance #573 is regarding a text amendment to section 5-1-360 of the Box Elder County Land Use Management Code. The amendment has gone before the Planning Commission and a public hearing was held. The Planning Commission has forwarded a recommendation of approval. The text amendment addresses an annexation policy in effort to coordinate with cities and towns in the county. It is intended to help with development frustrations on the borders of the cities and towns.

Commissioner Perry stated the Health Department is having a public meeting soon to discuss a similar plan.

Commissioner Bingham stated this is good communication with the cities and the county. He asked if there would be an appeals process.

Attorney Stephen Hadfield stated there is an appeals process and an independent administrative law judge would hear the appeal.

MOTION: Commissioner Bingham made a motion to adopt Ordinance #573 approving the text amendment to section 5-1-360 of the Land Use Management Code. The motion was seconded by Commissioner Perry and unanimously carried on a roll call vote of Chairman Summers voting Yea, Commissioner Bingham voting Yea, and Commissioner Perry voting Yea.

ATTACHMENT NO.3 Ordinance 573

BUILDINGS & GROUNDS

Interlocal Cooperative Agreement #23-04 with BEC & Deweyville for Building Inspection Services-Codey Illum

Chief Building Official Codey Illum explained Agreement #23-04 is with Deweyville Town to have the county provide building inspection services. He gave a brief history that Tremonton City has been providing the service but their building inspector is retiring and they won't be providing the service any longer. He said more cities/towns will most likely be contracting with the county.

There was a discussion about the amount of time it will take to cover these areas.

There was brief discussion regarding conducting a feasibility study for impact fees for roads, fire, and patrol.

MOTION: Commissioner Bingham made a motion to approve Agreement #23-04 with Deweyville Town. The motion was seconded by Commissioner Perry and unanimously carried on a roll call vote of Chairman Summers voting Yea, Commissioner Bingham voting Yea, and Commissioner Perry voting Yea.

ATTACHMENT NO.4 Agreement #23-04

SHERIFF'S OFFICE

Contract #23-02 Annual Patrol Contract with Uinta-Wasatch-Cache National Forest and Box Elder County Sheriffs Office.-Kevin Potter

Sheriff Potter and Chief Deputy Sheriff Cade Palmer explained Contract #23-02 is with the Forest Service for the Sheriff's office to provide patrol services. They are reimbursed \$6,000 for their services. Sheriff Potter explained they enforce the state laws and the Forest Service enforces the federal laws.

There was discussion to look at the actual costs and discuss the reimbursement amount with the Forest Service.

MOTION: Commissioner Perry made a motion to approve Contract #23-02. 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.5 Agreement #23-02

HUMAN RESOURCES

Workforce QA Agreement #23-05-Jenica Stander

HR Manager Jenica Stander explained Agreement #23-05 is with Workforce QA. They are the company that provides a medical review officer for drug tests. She stated they have asked for a slight increase.

MOTION: Commissioner Perry made a motion to approve Agreement #23-05 with Workforce QA and authorize Jenica Stander to sign the contract. 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.

Policy 3 Revisions-Jenica Stander

HR Manager Jenica Stander stated the revisions to Policy 3 are wording changes to section 3-1 regarding having performance evaluations done annually, addressing longevity, annual salary increases for elected officials, and paying police officers and allowing lateral transfers,

MOTION: Commissioner Bingham made a motion to approve the revisions to Policy 3. 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.

Policy 12 Revisions-Jenica Stander

HR Manager Jenica Stander explained the revisions to Policy 12. She stated it addresses the drug free workplace policy and risk management on handling post accidents. The old policy caused confusion. It requires a drug test when there is an accident. She said it includes volunteers as well.

MOTION: Commissioner Bingham made a motion to approve the revisions to Policy 12. 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.

Policy 15 Revisions-Jenica Stander

HR Manager Jenica Stander explained the revisions to Policy 15. She said they added section 15-9D which addresses the wearing of seatbelts at all times unless there are certain situations in law enforcement that follow post training rules. There is a wording change in section 15-15-6 that all employees may be drug tested. There is a wording change regarding the accident review board in section 15-21 adding snowmobiles, OHV's and UTV's.

MOTION: Commissioner Perry made a motion to approve the changes to Policy 15. 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.6 Agreement #23-05

WARRANT REGISTER – COMMISSIONERS

The Warrant Register was signed and the following claims were approved: Claim numbers 119808 through 119871 in the amount of \$678,171.95.

PERSONNEL ACTIONS/VOLUNTEER ACTION FORMS – COMMISSIONERS

Employee Name:	Department:	PA Type:	Effective Date:
Merkley, Steven	Sheriff's Office	Compensation Change	02/04/2023
Pleasants, Justin Sinclair	Fire Marshal	Separation	01/31/2023
Madsen, Richard	Landfill	Compensation Change	02/03/2023
Hess, Jeffrey	Landfill	Compensation Change	02/28/2023
Kaleb Christensen	Landfill	New Hire	01/30/2023
Allen, Michael	Emergency Management	Volunteer	02/01/2023
Smith, W. Dale	Emergency Management	Volunteer	02/01/2023
Dastaler, Dion	Emergency Management	Volunteer	02/01/2023
Reesor, Derald	Sheriff's Office	Volunteer	02/01/2023
Bailey, Ann	Sheriff's Office	Volunteer	02/01/2023
Phippen, David	Sheriff's Office	Volunteer	02/01/2023
Young, Richard	Sheriff's Office	Volunteer	02/01/2023
Hernandez, Henry	Sheriff's Office	Volunteer	02/01/2023
Mortensen, Gary	Sheriff's Office	Volunteer	02/01/2023
Mortensen, Julie	Sheriff's Office	Volunteer	02/01/2023
Jeppsen, Beth	Sheriff's Office	Volunteer	02/01/2023
Jeppsen, Philip	Sheriff's Office	Volunteer	02/01/2023
Romer, Michael	Sheriff's Office	Volunteer	02/01/2023
Spencer, Laura	Sheriff's Office	Volunteer	02/01/2023
Anderson, Brenda	Sheriff's Office	Volunteer	02/01/2023
Anderson, Eric	Sheriff's Office	Volunteer	02/01/2023
Case, Gary	Sheriff's Office	Volunteer	02/01/2023
Case, Susanne	Sheriff's Office	Volunteer	02/01/2023
Bailey, Craig	Sheriff's Office	Volunteer	02/01/2023
Jones, Tori	Sheriff's Office	Volunteer	02/01/2023
Bywater, Shelley	Sheriff's Office	Volunteer	02/01/2023
Hirschi, Deann	Sheriff's Office	Volunteer	02/01/2023
Hirschi, David	Sheriff's Office	Volunteer	02/01/2023
Henrie, Courtney	Sheriff's Office	Volunteer	02/01/2023
Henrie, Carolyn	Sheriff's Office	Volunteer	02/01/2023
Brown, Shiela	Sheriff's Office	Volunteer	02/01/2023
Brown, Lewis	Sheriff's Office	Volunteer	02/01/2023
Bonds, Katrena	Sheriff's Office	Volunteer	02/01/2023
Holmes, Landon	Sheriff's Office	Volunteer	02/01/2023
Astle, Troy	Sheriff's Office	Volunteer	02/01/2023
Wallentine, Don	Sheriff's Office	Volunteer	02/01/2023
Scharrenberg, Jill	Sheriff's Office	Volunteer	02/01/2023
Carter, Reese	Sheriff's Office	Volunteer	02/01/2023
Braithwaite, Paul	Sheriff's Office	Volunteer	02/01/2023
Keck, Patricia	Sheriff's Office	Volunteer	02/01/2023
Keck, John	Sheriff's Office	Volunteer	02/01/2023
Goddard, Scott	Sheriff's Office	Volunteer	02/01/2023
Goddard, Janette	Sheriff's Office	Volunteer	02/01/2023
Velazquez, Miriam	Sheriff's Office	Volunteer	02/01/2023
Jensen, Elon	Sheriff's Office	Volunteer	02/01/2023
Jensen, Gorden	Sheriff's Office	Volunteer	02/01/2023
Whitley, Brad	Sheriff's Office	Promotion	01/29/2023

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 5:39 p.m. a motion was made by Commissioner Bingham to move into a closed session. The motion was seconded by Commissioner Perry and unanimously carried.

MOTION: At 5:56 p.m. 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.

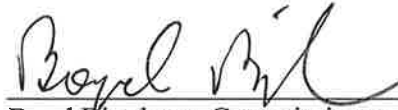
ADJOURNMENT

A motion was made by Commissioner Perry to adjourn. Commissioner Bingham seconded the motion, and the meeting adjourned at 5:57 p.m.

ADOPTED AND APPROVED in regular session this 15th day of February 2023.



Stan Summers, Chairman




Boyd Bingham, Commissioner



Lee Perry, Commissioner



ATTEST:


Marla R. Young, Clerk



COUNTY COMMISSION MEETING

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

Wednesday, February 01, 2023 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 February 1, 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 5:00 P.M.

- A. Invocation Given by: Chairman Summers
- B. Pledge of Allegiance Given by: Community Development Scott Lyons
- C. Approve Minutes 01-25-2023

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

8. USU EXTENSION

- A. 5:13 A Cooperative Agreement #23-03 with Utah State University Extension and Box Elder County-Mike Pace

9. COMMUNITY DEVELOPMENT

- A. 5:15 Ordinance #573 Adding in Section 5-1-360 to the Box Elder County Land Use Management and Development Code-Scott Lyons

10. BUILDINGS & GROUNDS

- A. 5:17 Interlocal Cooperative Agreement #23-04 with BEC & Deweyville for Building Inspection Services-Codey Illum

11. SHERIFF'S OFFICE

- A. 5:19 Contract #23-02 Annual Patrol Contract with Uinta-Wasatch-Cache National Forest and Box Elder County Sheriffs Office.-Kevin Potter

12. HUMAN RESOURCES

- A. 5:21 Workforce QA Agreement #23-05-Jenica Stander
- B. 5:23 Policy 3 Revisions-Jenica Stander
- C. 5:25 Policy 12 Revisions-Jenica Stander
- D. 5:27 Policy 15 Revisions-Jenica Stander

13. WARRANT REGISTER

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

15. CLOSED SESSION

16. ADJOURNMENT

Prepared and posted this 27th day of January, 2023. Mailed to the Box Elder News Journal and the Leader on the 27th of January, 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 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.

2023 COOPERATIVE AGREEMENT FOR UTAH STATE UNIVERSITY
EXTENSION SERVICES – BOX ELDER COUNTY

This Cooperative Agreement (“Agreement”) is dated as of the last dated signature below and is between Box Elder County (“County”) and Utah State University (“USU”), via its Cooperative Extension Service, to promote and provide cooperative extension services (“Extension Services”).

Whereas, USU is the land-grant university in the state of Utah, as authorized by the federal Morrill Acts of 1862 and 1890 (7 U.S.C. §§301-308 and U.S.C. §§321-329), and

Whereas, the federal Smith-Lever Act of 1914 (7 U.S.C. §§341-349) established Extension Services, a collaboration of the U.S. Department of Agriculture and the land-grant universities, and

Whereas, the Utah Legislature has established an extension service at USU (U.C.A. §53B-18-201) and has enabled Utah’s various counties to become a cooperative collaborator in promoting Extension Services, specifically:

USU "may enter into cooperative contracts with the United States Department of Agriculture, county or city officers, private or public organizations, corporations, and individuals, to share the expense of establishing and maintaining an agricultural extension service. The county legislative body of each county may provide sufficient funds to ensure that the agricultural extension service functions properly in its county" (U.C.A. §53B-18-202); and

Whereas, USU has organized its extension service as follows:

(a) Extension faculty and staff, who directly serve specific counties; (b) Extension county directors, who coordinate the services within a specific county; (c) Extension administrators, who coordinate and supervise Extension Services for a multi-county area; (d) on-campus extension faculty, who provide extension service content expertise; and (e) the USU Vice President for Extension, who oversees and administers Extension Services.

Therefore, USU and the County agree as follows:

1. **Term and Renewal.** This Agreement shall be for the period beginning January 1, 2023 and ending December 31, 2023 (“Term”). USU and the County have had a long-standing relationship concerning Extension Services and anticipate that this Agreement will be renewed annually. At the time this Agreement is renewed, USU and the County may review specific program objectives for Extension Services in the future and evaluate past accomplishments.

2. **USU Employees.** USU shall assign and provide funding for one or more USU employees to perform Extension Services within the County. USU shall appoint one USU employee to act as the Extension County Director for the County (such appointments shall be satisfactory to both USU and the County). Additional employees may be funded by USU, the County, or a combination of USU and the County, as may be mutually agreed. All USU employees shall be governed by USU policies and procedures.

3. Support Staff. The County shall provide USU with the dollar amount set forth in Appendix A (Account # 10-4610-25000, Contract Labor – USU) to fund USU in obtaining support staff (e.g. secretary, program assistant, volunteer leaders, office manager, office specialist, etc.) to support Extension Services within the County. Such support staff shall be (i) USU employees whose employment is governed by USU policies and procedures, and (ii) supervised by USU.

4. Facilities and Equipment. The County shall provide adequate facilities, including office space, furnishings, and other necessary equipment, for the extension employee(s) and support staff within the County. The County shall provide the following facilities: in the Box Elder County Historic Courthouse located at 1 South Main Street, Room #30 in Brigham City, UT. Any furnishings, equipment, or other property purchased by the County, shall remain as the property of the County. Any equipment or other property purchased by USU, shall remain as the property of USU. By April 1, 2023, each of USU and County agree to provide the other party with a current inventory of its property used in conjunction with Extension Services in the County.

5. Operating Budget. The County shall provide in its annual County budget a TOTAL operating budget of \$211,150 for Extension Services. The financial support shall include, but is not limited to, support staff, telephone service, office equipment, supplies, travel expenses, staff in-service training, facility expenses, etc. The total dollar amount of the operating budget shall not be exceeded by USU without the prior written consent of the County. A summary of the budget items and anticipated expenditures are set forth in Appendix A. The County may subdivide the budgeted items listed in the summary to conform to the County's system of account titles.

6. Extension Services. USU shall provide and administer Extension Services within the County, which are directed at improving the quality of life for people in the County, enhancing economic opportunity within the County, and sustaining the natural resources of the County. Educational activities, field days, local leadership development, training schools, etc., are part of Extension Services and expenses for such are acceptable for reimbursement from the operating budget provided by the County.

7. Coordination. The Extension County Director, with the advice and consent of Extension administrators shall directly coordinate all Extension Services, the operating budget, and the support staff within the County.

a. Extension Services shall help the residents of the County analyze their problems, develop solutions, and thereby attain a richer and more satisfying life. Extension Services shall be designed to render effective educational service and to stay within the total dollar amount of the above-recited operating budget.

b. The Extension County Director shall manage the operating budget in accordance with generally accepted accounting principles. Flexibility between budget categories is allowed and adjustments may be made within budget categories for efficient program emphasis and financial management. Reimbursement or purchasing requests for budgeted expenditures shall be submitted to the County in accordance with County procedures. Extension employees shall keep accurate and detailed records of expenses incurred in accordance with County fiscal procedures.

8. No Discrimination. USU and the County shall provide Extension Services to all segments of the County's population without discrimination based on race, color, sex, age, disability, religion, or national origin.

9. Liability. USU and County are governmental entities under the "Utah Governmental Immunity Act." Consistent with the terms of that Act, USU and County agree that each party is responsible and liable for its own wrongful or negligent acts which it commits or which are committed by its agents, officials, or employees. Neither party waives or intends to waive any defenses or limits of liability otherwise available under the Governmental Immunity Act.

IN WITNESS THEREOF the parties hereto have caused this Agreement to be duly executed on their behalf by a duly authorized representative as of the Effective Date set forth above.

County:	Utah State University:
By: <u>Boyd Bingham</u> Print Name: Boyd Bingham Title: Box Elder County Commissioner Date: <u>2/1/2023</u>	By: <u>Kenneth White</u> Kenneth White Vice President for Extension Date: <u>02/06/2023</u>
By: <u>Lee Perry</u> Print Name: Lee Perry Title: Box Elder County Commissioner Date: <u>2/1/2023</u>	
By: <u>Stan Summers</u> Print Name: Stan Summers Title: Box Elder County Commissioner Date: <u>2/1/2023</u>	

Appendix A
Budget Items and Anticipated Expenditures for Term

USU Extension Office Budget 2023

Account

ID #	Description	Budget
21200	Travel	\$ 200
21201	Travel - Agronomy	\$ 7,000
21202	Travel - FCS	\$ 7,000
21203	Travel - Livestock	\$ 7,000
21204	Travel - Assistants	\$ 8,000
22000	Office Supplies	\$ 3,200
24000	Supplies and Materials	\$ 4,300
24730	Supplies and Materials - 4-H	\$ 5,650
24731	Supplies and Materials - Ag	\$ 1,000
24733	Supplies and Materials - FCS	\$ 1,000
24734	Supplies and Materials - Livestock	\$ 1,000
24736	EFNEP	\$ 1,500
25000	Contract Labor - USU	\$ 158,500
25731	Professional - Agronomy	\$ 200
25732	Professional - Assistants	\$ 100
25733	Professional - FCS	\$ 200
25734	Professional - Livestock	\$ 200
27000	Telephone/Cell phone	\$ 3,900
28000	Small tools and minor equipment	\$ 1,200
		\$ 211,150

ORDINANCE NO. 573

AN ORDINANCE OF BOX ELDER COUNTY ADDING SECTION 5-1-360, ANNEXATION POLICY, TO THE BOX ELDER COUNTY LAND USE MANAGEMENT & DEVELOPMENT CODE.

WHEREAS, a recommendation has been made to add Section 5-1-360, Annexation Policy, to the Box Elder County Land Use Management & Development Code; and

WHEREAS, the Box Elder County Planning Commission scheduled a public hearing on the recommendation to amend the text of the Box Elder County Land Use Management & Development code and provided notice of the public hearing by mailing notice to each affected entity at least 10 calendar days before the public hearing, and by posting it on the County's official website; and by publishing it on the Utah Public Notice Website at least 10 calendar days before the public hearing; and

WHEREAS, the Box Elder County Planning Commission, after appropriate notice, held a public hearing on January 19, 2023 to allow the general public to comment on this proposed text amendment; and

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

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

WHEREAS, the Box Elder County Commission, after appropriate notice, held a public meeting on February 1, 2023, to review and discuss this proposed amendment; and

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

NOW THEREFORE, the County legislative body of Box Elder County ordains as follows:

SECTION 1: Ordinance Text Amendment. Section 5-1-360, Annexation Policy, of the Box Elder County Land Use Management & Development Code is hereby added to read in its entirety as set forth in Exhibit A.

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

February, 2023, **PASSED, ADOPTED AND A SYNOPSIS ORDERED PUBLISHED** this 1st day of February, 2023, by the Board of County Commissioners of Box Elder County, Utah,

Commissioner Bingham Voting aye
Commissioner Summers Voting aye
Commissioner Perry Voting aye



[Signature]
Box Elder County Commission Chair

Attest:
[Signature]
Marla Young
Box Elder County Clerk

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

On this 1st day of February, 2023, personally appeared before me, the undersigned notary public, Stan Summers, whose identity is personally known to me (or proved on the basis of satisfactory evidence) and who by me duly sworn (or affirm), did say he is the **Commission Chairman for Box Elder County** and said document was signed by him in behalf of said Corporation and acknowledged to me that said Corporation executed the same.

My Commission Expires: Oct 15, 2025



[Signature]
Notary Public
[Signature]

EXHIBIT A

5-1-360 Annexation Policy

The Box Elder County Commission, Planning Commission, or Community Development Office shall not take action on any proposed Land Use Application within unincorporated Box Elder County (except building permits that are not using municipal utilities) if the Land Use Application is:

- a. Located within any municipal annexation policy plan as defined in Utah Code 10-2-401.5, or
- b. Located within ½ mile of any municipality incorporated boundary, if a municipality does not have an annexation policy plan boundary, or
- c. If a development, improvement, or building lot will be using any utility provided by a municipality.

If the proposed Land Use Application meets any of the above criteria, the developer shall provide the applicable municipality(s) with a Notice of Intent to File a Petition (Utah Code 10-2-403 (2) (a) (i)) and thereafter work with the County Clerk to meet all the noticing requirements contained in Utah Code. Upon the County Clerk providing the applicable municipality with the certification of complying with the Notice of Intent to File a Petition, the developer shall petition the municipality for annexation. If the municipality(s) rejects the petition for annexation, the developer shall provide signed documentation to the Community Development office from the municipality(s) showing the municipality's rejection of an annexation petition. After such documentation is received, the Land Use Application may move forward.

Any Land Use Application using a municipality's utilities cannot have a higher density than that allowed by the municipality providing the utilities.

All applications shall be subject to the time limits set forth in Section 2-2-040(K), Substantial Action Required and Section 2-2-040(L), Expiration of Application of the Box Elder County Land Use Management & Development Code.

**INTERLOCAL COOPERATION AGREEMENT
BETWEEN BOX ELDER COUNTY AND Deweyville Town, UTAH
FOR BUILDING PERMIT AND PLAN REVIEW SERVICES.**

THIS INTERLOCAL COOPERATION AGREEMENT ("Agreement") is made and entered into this 12th day of January, 2023, by and between BOX ELDER COUNTY, a County government and body corporate and politic of and within the State of Utah ("County"), and Deweyville Town, a municipal corporation and body corporate and politic of and within the State of Utah ("City"). County and City are sometimes referred to collectively as the "Parties" (or individually as "party").

WHEREAS, County provides building permit and plan review services to residents in unincorporated areas of Box Elder County, as well as in several municipalities, and

WHEREAS, the Parties desire to work cooperatively by providing building permit, inspection, and plan review services; and

WHEREAS, the Parties are public agencies as defined by the Utah Interlocal Cooperation Act, Utah Code Ann. Section 11-13-101, et seq. (the "Interlocal Act"), and are authorized to enter into this agreement to act jointly and cooperatively to achieve the purposes of providing building permit and plan review services, as set forth herein;

NOW, THEREFORE, the Parties, in consideration of the promises and covenants contained in this agreement, the receipt of which is hereby acknowledged, covenant and agree as follows:

1. **Definition of "Building Permit & Plan Review Services."** "Building permit, inspection, and plan review services" are defined as including all building inspection and plan review services required under the International Building Code, International Mechanical Code, International Plumbing Code and National Electrical Code, as adopted by the State of Utah and as in force, from time to time, within the City pursuant to the provisions of the Utah Uniform Building, Construction and Fire codes.
2. **County's Duty to Provide Services.** For the duration of the Agreement, the County shall provide all "building permit and plan review services" required within City limits and for all (city) owned facilities. The County shall also provide a qualified building inspector to perform the services noted in paragraph one (1).
3. **City's Duty to Provide Planning and Zoning Review, and Basic Clerical Services, Including Collecting/Paying Fees.** For the duration of the Agreement, the City shall provide planning and zoning reviews, and basic clerical services, including:
 - a. Accepting new building permit applications; and
 - b. Collecting building permit, plan review deposits and impact fees from applicants; and
 1. The City shall collect a refundable deposit for each project, \$1700.00 for new single-family dwellings, and \$2500.00 for commercial buildings.
 - c. Conducting planning and zoning review in accordance with city ordinance; and
 - d. Assisting in coordinating inspection times and schedules (to the degree desired by the County's inspectors); and

- e. Completing and submitting all quarterly building inspection reports and fees to the State of Utah; and
 - f. Submitting all fees pursuant to this Agreement to the County, as set forth in the following paragraphs, and on a periodic basis determined by the County; and
 - g. Other related work.
4. **Fee for Providing Building Permit & Plan Review Services. In return for the services noted in paragraph 2,** City shall pay the County an amount equal to 75% of the building permit fee and 100% of the building permit fee for plan review on residential permits and 60% on Commercial permits. On commercial building permits with valuations over \$500,000, City shall also be responsible for all costs associated with (3) third party structural peer review fees when needed. All payments shall be made quarterly to the County within 30 days of the end of each quarter.
5. **City's Ongoing Budget Plans; No New Entity Created.** City has budgeted (in the Fiscal Year 2023-2024 budget) and plans on continuing to budget (in future Fiscal Year Budgets) adequate funds for building permit and plan review services to be provided under this Agreement. In so doing, no new local district or other new entity is created.
6. **Duration and Termination.** As permitted by Utah Code Ann. Section 11-13-216, this Agreement shall take effect upon approval by resolution, by both Parties, and shall continue in force for one (1) year, at which time a review will be conducted (by all participants) to implement any significant changes. Following this review, this Agreement shall continue for successive period of one (1) year period. Either party may terminate its obligations under this Agreement after giving sixty (60) days advance written notice of termination to the other party.
7. **Liability and Indemnification.** Both parties are governmental entities under the Governmental Immunity Act of Utah, Utah Code Ann. Section 63-30G-101, et seq. Consistent with the terms of this Act, it is mutually agreed that each Party is responsible and liable for its own wrongful or negligent acts which it commits or which are committed by its agents, officials or employees. Neither Party waives any defenses otherwise available under the Governmental Immunity Act.
8. **Interlocal Cooperation Act Requirements.** In satisfaction of the requirements of the Interlocal Act, and in connection with this Agreement, the parties agree as follows:
- a. This Agreement shall be authorized by resolution of the legislative bodies (City Council and County Commission) of each Part pursuant to Section 11-13-202.5 of the Interlocal Act; and
 - b. This Agreement shall be reviewed as to proper form and compliance with applicable law by a duly authorized attorney on behalf of each Party, pursuant to Section 11-13-202.5 of the Interlocal Act; and
 - c. A duly executed original counterpart of this Agreement shall be filed with the keeper of records (County Clerk or City Recorder) of each Party, pursuant to Section 11-13-209 of the Interlocal Act; and

- d. Except as otherwise specifically provided for herein, each Party shall be responsible for its own costs of any action initiated pursuant to this Agreement, and for any financing of such costs; and
 - e. No separate legal entity is created by the terms of this Agreement. To the extent that this Agreement requires administration other than as set forth herein, it shall be administered by the Board of County Commissioners of the County and the Mayor of the City. No real or personal property shall be acquired jointly by the parties as a result of this Agreement, unless specifically agreed to in writing. To the extent that a Party acquires, holds, or disposes of real or personal property for use in the joint or cooperative undertaking contemplated by this Agreement, such Party shall do so in the manner that it deals with other property of such Party; and
9. **Counterparts.** This Agreement may be executed in counterparts by County and City. In such event, a duly executed original counterpart shall be filed with the keeper of records (County Clerk or City Recorder) of each Party pursuant to the Interlocal Act.
10. **Governing Law.** This Agreement shall be governed by the laws of the State of Utah both as to interpretation and performance.
11. **Entire Agreement; Binding Agreement; Authorized Signatures.** This Agreement contains the entire Agreement between the Parties, with respect to the subject matter hereof, and no statements promises, or inducements made by either Party or agents for either Party that are not contained in this written contract shall be binding or valid; and this Agreement may not be enlarged, modified, or altered except in writing, and signed by the parties. This Agreement is binding upon the insurers to the benefit of the respective parties hereto, their successors, heirs and assigns. County and City have each executed this Agreement (by the Board of Mayor of each Party) after having received authority to do so by their governing bodies (Board of County Commissioners or City Council).
12. **Amendments.** This Agreement may be amended, changed, modified or altered only by an instrument in writing which shall be (a) approved by Resolution of the legislative body (Board of County Commissioners or City Council) of each of the parties, (b) executed by a duly authorized official(s) (Board of County Commissioners and the Mayor) of each of the parties, (c) submitted to an attorney for each Party that is authorized to represent said Party for review as to proper form and compliance with applicable law, pursuant to Section 11-13-202.5 of the Interlocal Act, and (d) filed in the official records (with the County Clerk or City Recorder) of each Party.

IN WITNESS WHEREOF, The Parties have subscribed their names and seals of the day and year first above written.

BOX ELDER COUNTY

IN WITNESS WHEREOF, The Parties have subscribed their names and seals of the day and year first above written.

BOX ELDER COUNTY



By: [Signature]
Stan Summers County Commission Chair

Attest:

By: [Signature]
Marla Young, County Clerk

Date: Feb 1, 2023

Reviewed as to Proper Form and Compliance with Applicable Law, by the BOX ELDER COUNTY attorney:

By: [Signature]
Stephen R. Hadfield, County Attorney

Date: 2/1/2023

Deweyville city

By: [Signature]
Mayor

Attest:

By: [Signature]
City Recorder

Date: 1/12/2023

Reviewed as to Proper Form and Compliance with Applicable Law, by _____
City Attorney:

By: _____
City Attorney

Date: _____



MODIFICATION OF GRANT OR AGREEMENT

PAGE 1 OF PAGES

1. U.S. FOREST SERVICE GRANT/AGREEMENT NUMBER: 21-LE-11041914-005		2. RECIPIENT/COOPERATOR GRANT or AGREEMENT NUMBER, IF ANY:	3. MODIFICATION NUMBER: 002
4. NAME/ADDRESS OF U.S. FOREST SERVICE UNIT ADMINISTERING GRANT/AGREEMENT (unit name, street, city, state, and zip + 4): U.S. Forest Service 324 25 th Street Ogden, UT 84401		5. NAME/ADDRESS OF U.S. FOREST SERVICE UNIT ADMINISTERING PROJECT/ACTIVITY (unit name, street, city, state, and zip + 4): U.S. Forest Service 1405 Hollipark Drive Idaho Falls, ID 83401	
6. NAME/ADDRESS OF RECIPIENT/COOPERATOR (street, city, state, and zip + 4, county): County of Box Elder 01 South Main Street Brigham City, UT 84302		7. RECIPIENT/COOPERATOR'S HHS SUB ACCOUNT NUMBER (For HHS payment use only):	

8. PURPOSE OF MODIFICATION

CHECK ALL THAT APPLY:	This modification is issued pursuant to the modification provision in the grant/agreement referenced in item no. 1, above.
<input type="checkbox"/>	CHANGE IN PERFORMANCE PERIOD:
<input checked="" type="checkbox"/>	CHANGE IN FUNDING: Increase Obligations by \$6,000.00
<input type="checkbox"/>	ADMINISTRATIVE CHANGES:
<input type="checkbox"/>	OTHER (Specify type of modification):

Except as provided herein, all terms and conditions of the Grant/Agreement referenced in 1, above, remain unchanged and in full force and effect.

9. ADDITIONAL SPACE FOR DESCRIPTION OF MODIFICATION (add additional pages as needed):
Provisions of the Agreement are modified as follows:


Update Exhibit A for 2023 Operating and Financial Plan

10. ATTACHED DOCUMENTATION (Check all that apply):


<input type="checkbox"/>	Revised Scope of Work
<input type="checkbox"/>	Revised Financial Plan
<input checked="" type="checkbox"/>	Other: Operating and Financial Plan and Addendum A

11. SIGNATURES

AUTHORIZED REPRESENTATIVE: BY SIGNATURE BELOW, THE SIGNING PARTIES CERTIFY THAT THEY ARE THE OFFICIAL REPRESENTATIVES OF THEIR RESPECTIVE PARTIES AND AUTHORIZED TO ACT IN THEIR RESPECTIVE AREAS FOR MATTERS RELATED TO THE ABOVE-REFERENCED GRANT/AGREEMENT.

11.A. BOX ELDER COUNTY SIGNATURE  (Signature of Signatory Official)	11.B. DATE SIGNED	11.C. U.S. FOREST SERVICE SIGNATURE (Signature of Signatory Official)	11.D. DATE SIGNED
11.E. NAME (type or print): STAN SUMMERS, Chairman		11.F. NAME (type or print): DAVE WHITTKIEND	
11.G. TITLE (type or print): County Board of Commissioners		11.H. TITLE (type or print): Forest Supervisor, Unita-Wasatch-Cache National Forest	



11.I. BOX ELDER COUNTY SHERIFF SIGNATURE 	11.J. DATE SIGNED 2/1/23	11.K. U.S. FOREST SERVICE SIGNATURE	11.L. DATE SIGNED
(Signature of Signatory Official)		(Signature of Signatory Official)	
11.M. NAME (type or print): KEVIN POTTER	11.N. NAME (type or print): AARON DOBSON		
11.O. TITLE (type or print): Sheriff	11.P. TITLE (type or print): Acting Special Agent in Charge		
12. G&A REVIEW			
12.A. The authority and format of this modification have been reviewed and approved for signature by: DEBORAH CHORLTON <small>Digitally signed by DEBORAH CHORLTON Date: 2023.01.09 16:44:33 -0700</small> DEBORAH CHORLTON U.S. Forest Service Grants & Agreements Specialist			12.B. DATE SIGNED

Burden Statement

According to the Paperwork Reduction Act of 1995, an agency may not conduct or sponsor, and a person is not required to respond to a collection of information unless it displays a valid OMB control number. The valid OMB control number for this information collection is 0596-0217. The time required to complete this information collection is estimated to average 3 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information.

The U.S. Department of Agriculture (USDA) prohibits discrimination in all its programs and activities on the basis of race, color, national origin, age, disability, and where applicable, sex, marital status, familial status, parental status, religion, sexual orientation, genetic information, political beliefs, reprisal, or because all or part of an individual's income is derived from any public assistance. (Not all prohibited bases apply to all programs.) Persons with disabilities who require alternative means for communication of program information (Braille, large print, audiotape, etc.) should contact USDA's TARGET Center at 202-720-2600 (voice and TDD).

To file a complaint of discrimination, write USDA, Director, Office of Civil Rights, 1400 Independence Avenue, SW, Washington, DC 20250-9410 or call toll free (866) 632-9992 (voice). TDD users can contact USDA through local relay or the Federal relay at (800) 877-8339 (TDD) or (866) 377-8642 (relay voice). USDA is an equal opportunity provider and employer.



FS Agreement No. 21-LE-11041914-005

Cooperator Agreement No. _____

EXHIBIT A

COOPERATIVE LAW ENFORCEMENT OPERATING & FINANCIAL PLAN

Between

BOX ELDER COUNTY

And the

USDA, FOREST SERVICE

UINTA-WASATCH-CACHE NATIONAL FOREST

2023 ANNUAL OPERATING AND FINANCIAL PLAN

This Financial and Operating Plan (Operating Plan), is hereby made and entered into by and between Box Elder County, hereinafter referred to as “the Cooperator,” and the United States Department of Agriculture (USDA), Forest Service, Uinta-Wasatch-Cache National Forest, hereinafter referred to as the “U.S. Forest Service,” under the provisions of Cooperative Law Enforcement Agreement #**21-LE-11041914-005**. This Operating Plan is made and agreed to as of the last signature date on the Cooperative Law Enforcement Agreement and is in effect through September 30, 2025, unless modified during the annual review.

Previous Year Carry-over: \$6,000.00
 Current Fiscal Year 2023 Obligations: \$6,000.00
Total Available: \$12,000.00
 Mod 002

I. GENERAL:

- A. The following individuals shall be the designated and alternate representative(s) of each party, so designated to make or receive requests for special enforcement activities.

Principal Cooperator Contacts:

<u>Cooperator Program Contact</u>	<u>Cooperator Administrative Contact</u>
Kevin Potter Sheriff Box Elder County Sheriff’s Office 52 South 1000 West Brigham City, Utah 84302-0888 Telephone: (435) 734-3818 Email: kbpotter@boxeldercounty.org	Cade Palmer Chief Deputy Box Elder County Sheriff’s Office 52 South 1000 West Brigham City, Utah 84302-0888 Telephone: (435) 734-3880 (office) (435) 279-7464 (cell) Email: cpalmer@boxeldercounty.org



Principal U.S. Forest Service Contacts:

<u>U.S. Forest Service Program Manager Contact</u>	<u>U.S. Forest Service Administrative Contact</u>
Ragan Hall, Supervisory Administrative Specialist 324 25th Street Ogden, UT 84401 Telephone: (801) 625-5780 Email: ragan.hall@usda.gov	Tammy McLaughlin, GMS U.S. Forest Service 1249 S. Vinnell Way, Suite 200 Boise, ID 83707 Telephone: (208) 373-4266 Email: tammy.mclaughlin@usda.gov
Tawny Myers Law Enforcement Officer U.S. Forest Service Ogden Ranger District 507 25 th Street, Suite 103 Ogden, Utah 84401-2485 Telephone: (801) 625-5835 Email: tawnylynn.myers@usda.gov	

B. Reimbursement for all types of enforcement activities shall be at the following rates unless specifically stated otherwise:

\$0.00/mile patrolled

Per diem rate is \$0.00/day

Wages at the prevailing rate including fringe benefits for individual officers.

Please send an invoice that displays actual expenditures to date of the invoice, displayed by separate costs elements, with documentation to support the number of hours worked along with patrol logs or other supporting information.

II. PATROL ACTIVITIES:

A. Time schedules for patrols will be flexible to allow for emergencies, other priorities, and day-to-day needs of both Cooperator and the U.S. Forest Service. Ample time will be spent in each area to make residents and visitors aware that law enforcement officers are in the vicinity.

Efforts will be made to schedule patrols according to the following priority: Holidays and Holiday weekends, Friday through Monday beginning Memorial Day Weekend. Weekends – Friday through Sunday from May 15 to September 30. Summer weekdays. Spring/Fall weekdays including deer hunt.



1. Patrol on following U.S. Forest Service roads:

Patrol areas on the Uinta-Wasatch-Cache National Forest within Box Elder County with emphasis on Box Elder Canyon, Willard Basin/Dock Flat area and the Wasatch Front area between Deweyville and Willard.

Patrol areas on the Sawtooth National Forest within Box Elder County with emphasis on Clear Creek and One Mile camping and recreation areas in the Raft River Division of the Forest

2. Patrol in the following campgrounds, developed sites, or dispersed areas:

All campground and developed sites, and dispersed areas in the Uinta-Wasatch-Cache and Sawtooth National Forest areas within Box Elder County.

Total reimbursement for this category shall not exceed the amount of: \$6,000.00.

III. DISPATCHING:

Provide frequency access and dispatch service for the U.S. Forest Service Agents and Law Enforcement Officers for the period of the plan.

IV. TRAINING:

See Cooperative Law Enforcement Agreement Provision IV-K for additional information.

Total reimbursement for this category shall not exceed the amount of: \$0.00.

V. EQUIPMENT:

See Cooperative Law Enforcement Agreement Provisions IV-K, IV-L, and IV-M for additional information.

Total reimbursement for this category shall not exceed the amount of: \$0.00.

VI. SPECIAL ENFORCEMENT SITUATIONS:

- A. Special Enforcement Situations include but are not limited to: Fire Emergencies, Drug Enforcement, and certain Group Gatherings.
- B. Funds available for special enforcement situations vary greatly from year to year and must be specifically requested and approved prior to any reimbursement being authorized. Requests for funds should be made to the U.S. Forest Service designated representative listed in Item I-A of this Annual Operating Plan. The designated representative will then notify the Cooperator whether funds will be authorized for



reimbursement. If funds are authorized, the parties will then jointly prepare a revised Annual Operating Plan.

1. **Drug Enforcement:** This will be handled on a case-by-case basis. The request will normally come from the Patrol Captain; however, it may come from the Special Agent in Charge or their designated representative. Reimbursement shall be made at the rates specified in Section I-B. Deputies assigned to the incident will coordinate all of their activities with the designated officer in charge of the incident.
2. **Fire Emergency:** During emergency fire suppression situations and upon request by the U.S. Forest Service pursuant to an incident resource order, the Cooperator agrees to provide special services beyond those provided under Section II-A, within the Cooperator's resource capabilities, for the enforcement of State and local laws related to the protection of persons and their property. The Cooperator will be compensated at the rate specified in Section I-B; the U.S. Forest Service will specify times and schedules. Upon concurrence of the local Patrol Captain or their designated representative, an official from the Incident Management Team managing the incident, Cooperator personnel assigned to an incident where meals are provided will be entitled to such meals.

Addendum A (attached) provides the specific information on the procedures and requirements for requesting Fire Reimbursements from the U.S. Forest Service. Any questions or clarifications necessary concerning incident/fire emergencies should be directed to the Grants Management Specialist listed under the U.S. Forest Service Administrative Contacts.

3. **Group Gatherings:** This includes but is not limited to situations which are normally unanticipated, or which typically include very short notices, large group gatherings such as rock concerts, demonstrations, and organization rendezvous. Upon authorization by a U.S. Forest Service representative listed in Section I-A for requested services of this nature, reimbursement shall be made at the rates specified in Section I-B. Deputies assigned to this type of incident will normally coordinate their activities with the designated officer in charge of the incident.

This includes but is not limited to situations which are normally unanticipated, or which typically include very short notice, large group gatherings such as rock concerts, demonstrations, and organizational rendezvous.

VI. BILLING FREQUENCY:

See Cooperative Law Enforcement Agreement Provisions II-H and III-B for additional information.



- A. Billing frequency is no more than quarterly and no longer than annually. Cooperator is approved to submit lump sum billing once all expenditures are complete for the annual operating period. The U.S. Forest Service will make payment for project costs upon receipt of an invoice and completed Form FS-5300-5, Cooperative Law Enforcement Activity Report. Each correct invoice shall display Cooperator actual expenditures to date. The invoice should be forwarded as follows, with preference on e-mail:

Submit original invoice(s) for payment to:
 USDA, Forest Service
 Albuquerque Service Center
 Payments – Grants & Agreements
 101B Sun Avenue NE
 Albuquerque, NM 87109
 Fax 877-687-4894
 E-Mail: sm.fs.asc_ga@usda.gov

Copy to: Ragan Hall at
ragan.hall@usda.gov

- B. The following is a breakdown of the total estimated costs associated with this Annual Operating Plan.

Category	Estimated Costs	Not to Exceed by %
Patrol Activities	\$6,000.00	
Training		
Equipment		
Special Enforcement Situations		
Total	\$6,000.00	

- C. Any remaining funding in this Annual Operating Plan may be carried forward to the next fiscal year and will be available to spend through the term of the Cooperative Law Enforcement Agreement, or de-obligated at the request of the U.S. Forest Service. *See Cooperative Law Enforcement Agreement Provision IV-D.*
- D. By signature below, each party certifies that the individuals listed in this document as representatives of the individual parties are authorized to act in their respective areas for matters related to this agreement.

In witness whereof, the parties hereto have executed this **Annual Operating Plan** as of the last date written below.

Addendum A
Box Elder County
21-LE-11041914-005

Intermountain Region, Region Four
Fire Emergency Language & Billing Protocol
Coop Law Enforcement Agreements / Annual Operating Plan

Fire Emergencies:

During fire emergencies, the U.S. Forest Service will reimburse the Cooperator for actual costs incurred for providing assistance requested by either the Agency Administrator or Incident Commander.

Reimbursement for personnel wages and services are based upon the information in the resource order and must identify the number of road blocks, number of personnel required, hours and time frame required and must be ordered by the Incident Commander or Agency Administrator. A copy of the resource order generated for the request for assistance will be provided by U.S. Forest Service dispatch to the Cooperator. It is critically important that the IMT, Agency Administrator, and the Sheriff/Cooperator Official agree to what emergency services are needed and listed in the Resource Order and Incident Action Plans for each day until this resource is no longer required.

Upon request of the Agency Administrator or Incident Commander, a Cooperator designated Liaison(s) to the fire incident(s) may be established. The liaison will be requested via an incident resource order. The Liaison(s) primary duties, on behalf of the Cooperator, will be to attend public meetings, planning and IC meetings. Eligible costs for reimbursement will include personnel time and mileage when fulfilling the liaison duties.

If meals and lodging are required for Cooperator officials, authorization must be documented using the standard fire meals and lodging authorization forms provided by the host fire unit.

Administrative support (e.g. posting incident time, delivering meals, bill preparation, etc.) will be reimbursed on an actual cost basis. The Cooperator will prepare and submit an itemized accounting of actual cost as part of the reimbursement request.

What is not eligible for reimbursement?

1. Law enforcement duties that are within the normal jurisdictional responsibilities such as enforcement, patrols, evacuation. 2. Automotive repairs, tires, and services are covered in the mileage rate.

Billing Protocol:

Documentation required to be submitted by the Cooperator to the U.S. Forest Service for payment processing:

- Resource Order. Resource order will state what kind of assistance is ordered, how many people requested, and the time period for the services as ordered by the IC or Agency Administrator.
- Copy of Law Enforcement Agreement and Annual Operating Plan.
- DUNS number.
- Tax ID number.

- Breakout of actual costs:
 - Salary – Daily Crew Time Reports, Payroll summary by hours per day or timesheets of personnel.
 - Supplies – Copies of receipts with date and description of items purchased and U.S. Forest Service authorization (S# or U.S. Forest Service Signature) for purchase.
 - Mileage – Summary by day by vehicle and personnel using the vehicle.
 - Incident Action Plans – copies of plans that document assignment to that incident.
 - Map of roadblock locations.

For questions concerning incident/fire emergencies, Uinta-Wasatch-Cache National Forest, please contact:

Kayla Bobzien
Incident Business Specialist
Uinta-Wasatch-Cache National Forest
857 West South Jordan Parkway
South Jordan, Utah 84095-8594
Telephone: (801) 999-2169
FAX: (801) 253-8856
Email: kayla.bobzien@usda.gov

Bills will be submitted to:

Kayla Bobzien
Incident Business Specialist
Uinta-Wasatch-Cache National Forest
857 West South Jordan Parkway
South Jordan, Utah 84095-8594
Telephone: (801) 999-2169
FAX: (801) 253-8856
Email: kayla.bobzien@usda.gov



1430 South Main Street
Salt Lake City, UT
801.503.3834

January 12, 2022

RE: 2023 Price Increase

Dear Box Elder County,

WFQA appreciates your business. We're grateful for the trust and confidence you've placed in us and are committed to bringing only the highest-quality staff, services, and technology to manage your program.

To stay committed to these values that lie at the core of our company, WorkforceQA will be increasing prices effective March 1st, 2023.

Since 2020, WFQA has seen increasing costs for lab analysis, specimen collection, and shipping expenses that have affected the cost of providing services to our customers. We have insulated our customers up until now from those increases but can no longer do so and continue to provide you with the very best products and services.

The agreements enclosed reflect the increases.

As always, we are committed to providing quality products and services to you and appreciate your business and continued support.

Sincerely,

Chris Anderson

Chris Anderson
Chief Financial Officer
canderson@wfqa.com
801.503.3442



Agreement between WorkforceQA, LLC and Client for Employment Screening Services

1. **Terms.** This Agreement shall become effective on March 1st, 2023 by WorkforceQA (WFQA) and Box Elder County ("CLIENT") including wholly owned subsidiaries or affiliated companies. WFQA's acceptance will be verified by forwarding a copy of the fully executed Agreement to the CLIENT. The following documents fall under the scope of this Agreement:
 - a. **Schedule A – Fees for Alcohol & Drug Testing Services**
 - b. **Schedule B – Scope of Services**

2. **Guidelines.** WFQA will utilize industry-accepted testing modalities, cutoff levels, and procedures unless otherwise specified in writing by CLIENT. Results of applicant/employee tests shall be reported by WFQA and/or its Medical Review Officer (MRO) to the CLIENT and/or CLIENT's Designee within the parameters of local, state, and/or federal guidelines. All MRO services provided by certified Medical Review Officers may include the interpretation and evaluation of lab-confirmed non-negative drug test results together with a donor's medical history and/or other relevant biomedical information necessary to determine if there is a legitimate explanation for a confirmed positive drug test.

3. **Fees and Billing.** WFQA will submit monthly to the CLIENT an itemized statement of services rendered to the CLIENT by WFQA and the CLIENT agrees to remit payment to WFQA within 30 days upon receipt of statement. A 1.5 percent monthly interest charge will apply to any unpaid balance within 30 days of initial billing. Failure to remit payment within said term may result in the loss or reduction of the CLIENT's discount and/or special prices and potential suspension of testing account until balance is cleared. Nothing in the foregoing provision shall serve to waive any rights or remedies available to WFQA with respect to its provision of services to CLIENT. Any service requested by and rendered for CLIENT, but not outlined in Schedule(s), will be subject to fees based on WFQA standard rates. Disputed charges on an invoice must be addressed in writing to WFQA within three (3) months of the invoice date. Fees outlined in Schedule(s) may be subject to change upon thirty (30) day notice in writing to CLIENT.

4. **Indemnification.** The CLIENT will defend, indemnify and hold WFQA harmless with respect to any and all losses, claims, suits, damages, liability, and expense, incurred by WFQA, including, without limitation, reasonable attorney's fees, based upon, arising out of, or attributable to policy development and implementation, wrongful disclosure, breach of confidentiality, or misuse of donor information following the release of such information by WFQA to the CLIENT. The CLIENT shall be responsible for lawful and appropriate use of results. WFQA will defend, indemnify and hold the CLIENT harmless with respect to any and all losses, claims, suits, damages, liability, and expenses incurred by the CLIENT, including, without limitation, reasonable attorney's fees, based upon, arising out of, or attributable to any wrongful disclosure, breach of confidentiality, or misuse of donor information by WFQA.

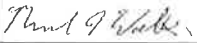

5. **Confidentiality.** Terms of this agreement shall remain confidential and not be disclosed to any third parties except as required by law. Disclosure shall render terms of this agreement void and agreement will be cancelable at the discretion of WFQA.

6. **Term.** This Agreement will commence on the Effective Date and will remain in effect unless otherwise terminated in writing by either party with sixty (60) days notice to the other party. The termination of this Agreement will not affect the obligations of either Party under any services that have been accepted but not yet fully performed.

7. **Miscellaneous Provisions.**

- a. **Force Majeure.** WFQA shall not be liable for any claims or damages if such claims or damages result or arise out of a failure or delay that is due to any act or circumstance beyond the control of WFQA.
- b. **Enforceability/Severance Clause.** The invalidity or unenforceability of any terms or provisions hereto in any jurisdiction shall in no way affect the validity or enforceability of any of the other terms or provisions in that jurisdiction, or of the entire Agreement in any other jurisdiction.
- c. **Application of State Law.** This Agreement shall be governed by and construed in accordance with the applicable laws of the State of Utah.
- d. **Policy and Program.** It is the recommendation of WFQA that all policies, procedures, and recommendations prepared by WFQA be reviewed by the CLIENT. The CLIENT shall have and retain all decision making authority with respect to the content of the policy and its implementation and administration. The parties understand and agree that WFQA does not make any employee decisions for CLIENT such as hiring of applicants, termination, discipline or retention of any employee or former employee. The CLIENT agrees that it will be solely and exclusively responsible for the policy and all claims arising out of or relating to the policy and the resulting drug and alcohol testing program.
- e. **Notices.** Any notice required to be given pursuant to the terms and provisions hereof shall be in writing and shall be sent by certified or electronic mail to an authorized representative of WFQA or the CLIENT.
- f. **Independent Relationship.** None of the provisions of this Agreement are intended to create, nor shall be deemed or construed to create, any relationship between the CLIENT and WFQA other than that of independent entities contracting with each other hereunder solely for the purpose of effecting the provisions of the Agreement. Neither of the parties hereto, nor any of their respective employees shall be construed to be the agent, employee or representative of the other.
- g. **Benefit.** This Agreement is intended to inure only to the benefit of WFQA and the CLIENT. This Agreement is not intended to create, nor shall be deemed or construed to create, any rights in any third parties.
- h. **Headings.** The headings appearing in this Agreement are for convenience and reference only, and are not intended to, and shall not, define or limit the scope of the provisions to which they relate.
- i. **Integration.** This instrument is intended by the parties as a final expression of their agreement and as a complete statement of the terms thereof, and shall supersede all previous representations, understandings and agreements. The parties shall not be bound by any representation, promise or inducement made by either party or agent of either party that is not set forth in this Agreement.
- j. **Modification.** This Agreement may not be modified except in writing signed by authorized representatives of both parties, which, in the case of WFQA, must be accepted in writing by WFQA's Chief Executive Officer or Chief Operating Officer.

IN WITNESS WHEREOF, the parties have caused the Agreement to be executed in their names as their official acts by their respective officers, each of whom is duly authorized to execute the same.

WORKFORCEQA, LLC	Box Elder County
Signed: 	Signed:  <small>Jenica Stander (Feb 2, 2023 13:39 MST)</small>
Printed: Workforce QA	Printed: Jenica Stander
Title: COO	Title: HR Manager
Date: Feb 6, 2023	Date: Feb 2, 2023

Schedule A: Fees for Third Party Administration Services

Service	Fee	Description
Urine Drug Screen	\$50.00	DOT/Non-Dot 5-Panel Includes collection, lab, and MRO review
Breath Alcohol Test	\$45.00	Includes imaging/archival of ATF and consolidating billing
WFQA Onsite Callout Fee WorkforceQA Collector	\$100.00	Collection, lab and MRO fee charged separately (Mileage fees charged at current IRS rate, all other associated fees charged as a pass through)
Third Party Onsite Callout Fee Contractor Collector	\$150.00	Collection, lab and MRO fee charged separately (Mileage fees charged at current IRS rate, all other associated fees charged as a pass through)
Policy Model	\$150.00	Generic drug and alcohol policy. Modifications to the generic policy will be charged at \$250 p/hour
Test Coordination <i>Drug, Alcohol or Physical</i>	\$50.00	\$50 + Cost of testing services Fee per one time testing event outside network Includes: Locating clinic, verifying correct protocol, coordinating shipment & billing, tracking and reporting of results.
24/7 Post-Accident Coordination	Cost + \$120.00	\$120 + Collection, Lab & MRO (After hours, Mileage & Other Fees May Apply)
Consultation/Expert Witness	\$250.00/hr	For required consultation, legal proceedings and/or expert witness testimony
Split Specimen Testing	\$200.00/drug	Reconfirmation testing if requested by donor
Online Training	Fees charged p/course	All available courses and corresponding fees are available at https://visifytraining.com/courses

Schedule B: Scope of Services For Client

WFQA will serve as a Third-Party Administrator (TPA) for CLIENT in managing employment screening programs. These programs will include, but not necessarily be limited to those outlined below. WFQA will provide services that are consistent with applicable federal regulations (e.g., Department of Transportation) and industry best practices. Fees for these services will be in accordance with those identified in the **Fee Schedules** incorporated into this agreement.

- a) **Drug Testing** - Testing will be conducted: 1) through the collection sites as mutually agreed upon by WFQA and the CLIENT; 2) as arranged by WFQA and CLIENT at Quest Diagnostics or approved collection sites arranged near an applicant location, or 3) by a qualified collector hired by WFQA. The CLIENT will initiate pre-employment testing activity to allow sufficient time for result reporting prior to employee's hire into a safety-sensitive position and will manage random testing such that the minimum required random testing rates are achieved each year.
- b) **Database Management and Random Selection** – CLIENT will perform random pool auditing and maintenance as dictated by employee activities, regulatory requirements, and company policy. CLIENT agrees to provide WFQA with regular updates of its pool with a minimum of four updates per year on or around the first day of each quarter (January 1, April 1, July 1, and October 1). Using CLIENT pool data, WFQA updates its database with employee identification, DOT or NonDOT pool status, and DOT Agency occupation code. Other database fields may be used in the random selection process as agreed by WFQA and CLIENT. Employees will be randomly selected utilizing a computerized, scientifically valid random number selection method in strict accordance with DOT and other DOT Agency regulations as required. WFQA will provide the names of randomly selected employees for each pool in a secure manner along with certification documents pertaining to each random selection. WFQA will also provide administrative documents (Testing Notification Forms, Excel Spreadsheets for tracking, and Random status testing reports) to assist the DER and staff in the random testing process. The specific schedule for eligible pool updates and computerized random selections will be by agreement with the CLIENT and WFQA. WFQA will assist CLIENT in ensuring that the minimum testing rates for both drug tests and alcohol tests are achieved each calendar year.
- c) **Collection Sites and Specimen Collection** - WFQA will maintain collection sites for CLIENT testing. For each location where CLIENT requires testing services, WFQA will provide: 1) a "walk-in" collection site which is available for drug testing and, when needed, for alcohol testing during normal business hours within a reasonable distance from the work location; 2) an emergency 24/7 call-out service to provide after-hours, emergency testing services; and, if required, 3) an on-site testing service for scheduled testing at a worksite. All DOT specimen collections and alcohol testing will be conducted according to strict DOT procedures. Non-DOT specimen collection and alcohol testing will adhere to the best practices of the DOT procedures, where applicable.
- d) **Collection/Testing Supplies** - WFQA will provide all urine specimen collection materials with specimen bottles, Custody and Control forms (CCF), bottle seals, packaging and transportation to the testing laboratory. WFQA will provide alcohol-testing materials for breath alcohol testing.
- e) **Urinalysis by DHHS-Approved Laboratory** - WFQA will use Quest Diagnostics -- a laboratory certified by the Substance Abuse and Mental Health Services Administration (SAMHSA) and approved by the U.S. Department of Health and Human Services (DHHS) to analyze the urine specimens in compliance with DOT regulations. WFQA will also use Quest to analyze any NonDOT urine specimens according to CLIENT's testing protocol.
- f) **Alcohol Analysis** - WFQA and its designated collection sites will utilize alcohol equipment that meets the requirements of the U.S. DOT Conforming Products List (CPL) and may include alcohol screening devices compliant with 49 CFR Part 40. A certified Breath Alcohol Technician (BAT) will administer tests.
- g) **Medical Review Officer Services (MRO)** - WFQA will provide the services of a certified MRO to review drug test results. The primary MRO responsibilities will be carried out by Michael Suls, D.O. WFQA stipulates that Dr. Suls is fully certified as provided in 49 CFR Part 40 and is a physician in good standing. From time to time, Dr. Suls will be assisted in MRO responsibilities by an alternate MRO(s) who will be fully certified as stipulated in 49 CFR Part 40 and who will be under the supervision of Dr. Suls.
- h) **Results Reporting** – WFQA will report all DOT test results to CLIENT in strict accordance with 49 CFR Part 40 promptly and according to procedures agreed upon by WFQA and CLIENT. WFQA will utilize its secure web-based reporting system to report test results to CLIENT. WFQA may also report results by email, data file, or according to specifications agreed to by WFQA and CLIENT. WFQA and CLIENT both represent that sensitive information transfer will be secure and confidential, and that all received information will be maintained confidentially.
- i) **Split Specimen Testing** - WFQA will arrange split specimen testing with a SAMHSA-certified laboratory on behalf of the donor in accordance with DOT regulations. WFQA will manage the contract(s) with the additional certified laboratory (ies), track the specimen transport and testing, and report as required to the donor and CLIENT. WFQA will bill applicable fees for split specimen testing to CLIENT. The split specimen-testing fee is subject to

change with 30 days' notice to CLIENT if the fee charged to WFQA by the alternate laboratory increases or immediately if CLIENT requires a different alternate laboratory with higher fees to WFQA.

- j) Record keeping - WFQA will maintain records on the CLIENT program administration and confidential records of testing activity at WFQA's facilities. WFQA will maintain all dated records and notifications, identified by individual, for a minimum of five years for verified non-negative test results and a minimum of two years for negative results. WFQA will not release individual test results to any person, other than those CLIENT has designated, without first obtaining specific written authorization from the tested individual, or as required by law or regulation.
- k) Data Security - WFQA provides robust physical and logical security of records. CLIENT data is housed in a carrier-grade (Tier 3) data center.
- l) Audit Support - In the event that the CLIENT is audited by a Federal agency, WFQA will provide audit support by telephone, email, and fax to assist the CLIENT in audit preparation as part of its basic administrative support. Basic support includes providing appropriate data, records, documentation, and expertise.