

**MINUTES
BOX ELDER COUNTY COMMISSION
MARCH 6, 2024**

The Board of County Commissioners of Box Elder County, Utah met in an Administrative/Operational Session at the County Courthouse, 01 South Main Street in Brigham City, Utah at 4:45 p.m. on **March 6, 2024**. The following members were present:

Lee Perry	Chairman
Boyd Bingham	Commissioner
Stan Summers	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 4:53 p.m.

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

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

The prayer was offered by Chairman Lee Perry.

The Pledge of Allegiance was led by HR Manager Jenica Stander.

APPROVAL OF MINUTES

THE MINUTES OF THE REGULAR MEETING OF FEBRUARY 21, 2024 WERE APPROVED AS WRITTEN ON A MOTION BY COMMISSIONER BINGHAM, SECONDED BY COMMISSIONER SUMMERS AND UNANIMOUSLY CARRIED.

ATTACHMENT NO. 1 - AGENDA

ADMINISTRATIVE REVIEW/REPORTS/FUTURE AGENDA ITEMS – COMMISSION

There were no administrative review items discussed.

FORMER AGENDA ITEMS FOLLOW-UP – COMMISSIONERS

There were no former agenda items discussed.

EMERGENCY MANAGEMENT ISSUES

There were no emergency management issues discussed.

ARPA/LATCF

There were no ARPA/LATCF items discussed.

BOX ELDER COUNTY EMPLOYEE RECOGNITION

Chairman Perry recognized Sheriff Deputy Shah. He stated Deputy Shah did a wellness check on an elderly woman and found a note that said help. He found that the resident, who was wheelchair bound, had a broken cell phone and was low on medication and food. Deputy Shah assisted in every way that he could. He lent his phone to her so she could call her daughter and the pharmacy to refill her prescriptions. He picked up her prescriptions, went grocery shopping, took out the garbage, and shoveled her walks. We are grateful to Deputy Shah for going above and beyond.

PUBLIC INTERESTS / PRESENTATIONS / CONCERNS

PILT Payments from Division of Wildlife Resources-Blair Stringham

Blair Stringham, Division of Wildlife Resource Development Supervisor, presented a check for payment in lieu of taxes in the amount of \$11,400.61.

The Commissioners expressed appreciation for the work done in our county.

Permission to use Court House Grounds For Event-Tara Roche

Tara Roche from Box Elder Strong/Brigham City Suicide Prevention asked the Commission for permission to use the courthouse grounds for their Run Strong 5k event on June 8, 2024. The time requested was from 7:00 a.m to 1:00 p.m.

MOTION: Commissioner Summers made a motion to approve the use of the courthouse grounds for the Box Elder Strong event. The motion was seconded by Commissioner Bingham and unanimously carried on a roll call vote of Chairman Perry voting Yea, Commissioner Bingham voting Yea, and Commissioner Summers voting Yea.

Bear River Mental Health (BRMH) Audit Report and Financial Statement-Rob Johnson

Rob Johnson of Bear River Mental Health presented the annual audit. He presented the financial position and that the audit was reported as clean on internal controls. There were no deficiencies identified. He stated the revenue is down slightly and the expenses went up slightly with the biggest expenditures being in personnel. He thanked the Commission for their support through the years.

The Commissioners commended Rob Johnson on a clean audit and the work they do.

ATTACHMENT NO. 2 - BRMH Report

Illegal Drug Use, It's Not Just About You-Jamie Hadfield

Mrs. Utah, Jamie Hadfield, told of a story that happened to her twenty years ago in Mexico. She was taken against her will by armed gunmen. She is a survivor of the drug cartel. She stated that kids are becoming immune to the drug abuse issue. She gave some statistics of youth using drugs. She spoke about human trafficking and the drug issues in our county. She pleaded for help because drugs are in Box Elder County. She stated that fentanyl pills look like smarties in bright colorful colors to entice kids. A very small amount of fentanyl can stop a heart and kill. She gave statistics of drug overdoses. She asked the Commission to help share her message to stop drug abuse and to help kids from going down the drug path.

Commissioner Summers stated he agrees that there are things going on here in the county. He applauded Governor Cox in advocating for the closure of the borders.

Victim Services Report for July 2023-December 2023-Cheryl Burgan

Victim Advocate Cheryl Burgan presented a Victim Services Report for the time period of July 2023 to December 2023. She introduced her team and their responsibilities. She gave statistics of services performed. She explained the processes they go through to help victims. She stated victims have names and faces of all ages and each have a story. She reported they are working on on-scene response services and they are working with the county's mass casualty response teams. She thanked the Prosecutors, Victim Advocates, Sheriff's Office, and Commissioners for their support.

CLERK'S OFFICE

Willard Cemetery District Resolution #24-02 Coverage from UCIP-Marla Young

Clerk Marla Young explained that Resolution #24-02 is for Willard Cemetery District to be able to obtain insurance through Utah Counties Insurance Pool. She stated in order for a special service district to obtain the insurance they need a sponsorship from the county.

MOTION: Commissioner Summers made a motion to approve Resolution #24-02. The motion was seconded by Commissioner Bingham and unanimously carried on a roll call vote of Chairman Perry voting Yea, Commissioner Bingham voting Yea, and Commissioner Summers voting Yea.

ATTACHMENT NO. 3 - Resolution #24-02

COMMISSIONERS

Requesting Grouse Creek CDBG Project Extension to June 30, 2024-Commissioners

Commissioner Summers explained there is a need to extend the Grouse Creek CDBG grant project for an additional six months.

MOTION: Commissioner Summers made a motion to approve the extension on the Grouse Creek CDBG Project to June 30, 2024. The motion was seconded by Commissioner Bingham and unanimously carried on a roll call vote of Chairman Perry voting Yea, Commissioner Summers voting Yea, and Commissioner Bingham voting Yea.

Predator Control Contract #24-10-Commissioners

Chairman Perry explained Contract #24-10 is an annual contract for Predator Control. The contract has remained the same, just new dates.

MOTION: Commissioner Bingham made a motion to approve the Predator Control Contract #24-10. The motion was seconded by Commissioner Summers and unanimously carried on a roll call vote of Chairman Perry voting Yea, Commissioner Bingham voting Yea, and Commissioner Summers voting Yea.

ATTACHMENT NO. 4 - Contract #24-10

Appropriately Putting Surplus Property Back out for Sale or use to Benefit the Citizens of Box Elder County-Commissioners

Chairman Perry stated the Commissioners have been looking at the surplus property and looking at the best use that will benefit the citizens of the county. He gave some examples such as the habitat for humanity house in Brigham City and critical needs housing. He reported that there may be lands available and the Commissioners are doing some research.

Appoint Members to Economic Opportunity Board-Shawn Milne

Regional Economic Development Director Shaun Milne gave the Commissioners recommendations for the Economic Opportunity Board. He recommended Chairman Perry for a 4-year term, Mayor DJ Bott with Brigham City for 2-year term, Mark Alexander with Bridgerland for a 4-year term, Monica Holdaway with the Box Elder Chamber of Commerce for a 2-year term, and Joan Hammer with Tourism for a 4-year term. He stated that in order to receive the rural grant funds this board needs to be constituted. He said up to four other members may be added to the board.

MOTION: Commissioner Summers made a motion to approve a verbal resolution appointing the following board members to the Economic Opportunity Board: Chairman Perry for a 4-year term, Mayor DJ Bott with Brigham City for 2-year term, Mark Alexander with Bridgerland for a 4-year term, Monica Holdaway with the Box Elder Chamber of Commerce for a 2-year term, and Joan Hammer with Tourism for a 4-year term. The motion was seconded by Commissioner Bingham and unanimously carried on a roll call vote of Chairman Perry voting Yea, Commissioner Bingham voting Yea, and Commissioner Summers voting Yea.

COMMUNITY DEVELOPMENT

Rezone Request - A-20 to Commercial and Rural Residential-Scott Lyons

Community Development Director Scott Lyons stated they received an application requesting a rezone from A-20 to Commercial and Rural Residential. The property is located in South Willard at approximately 8205 S 1500 W. The request went to the Planning Commission in January and a public hearing was held. The Planning Commission hesitated to make a decision and wanted to research it further and consider zoning by agreement that would allow for a zone to change for specific uses. It was reconsidered in the February Planning Commission meeting and the Planning Commission recommended denial. He went over the four approval standards.

Fred Ward of Willard stated he owns the farm the gentleman is wanting and he gave a good offer to purchase it. He has already applied for a well permit. He wants to have a railroad shop to store and haul railroad stuff to do his business. He felt the county should allow the rezone change.

Commissioner Summers said he would like to see if something can be done with conditional use permits.

MOTION: Commissioner Bingham made a motion to deny the application. The motion was seconded by Chairman Perry. The motion passed on a two to one vote of Chairman Perry voting Yea, Commissioner Bingham voting Yea, and Commissioner Summers voting Nay.

Ordinance #594-Scott Lyons

Community Development Director Scott Lyons explained Ordinance #594 is a text amendment to the sign code chapter 5-3. The sign code was reviewed in February of 2022 and changes were made due to legislative updates regarding electronic signs. Changes that were made in 2022 had the intent to remove electronic signs in the unincorporated area. The amendment should have also affected the billboard section of the code, so this amendment addresses that section. The Planning Commission has forwarded a recommendation enforcing their original intent.

MOTION: Commissioner Summers made a motion to approve Ordinance #594. The motion was seconded by Commissioner Bingham and unanimously carried on a roll call vote of Chairman Perry voting Yea, Commissioner Bingham voting Yea, and Commissioner Summers voting Yea.

ATTACHMENT NO. 5 - Ordinance #594

Commissioner Summers was excused for the remainder of the meeting.

SHERIFF'S OFFICE

U.S. Forest Service Agreement #24-09-Kevin Potter

Chief Deputy Sheriff Cade Palmer presented Contract #24-09 with the U.S. Forest Service. He explained it is a renewal of the prior contract for patrol of the Cache and Sawtooth National Forest. He stated they pay the county \$6,000.00 annually. This year there has been a delay in approving the budget so it will be \$3,000.00 until the budget is approved.

MOTION: Commissioner Bingham made a motion to approve Agreement #24-09. The motion was seconded by Chairman Perry and carried unanimously on a roll call vote of Chairman Perry voting Yea, Commissioner Bingham voting Yea, and Commissioner Summers being absent.

ATTACHMENT NO. 6 - Agreement #24-09

HUMAN RESOURCES

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

Human Resource Manager Jenica Stander explained that an employee has a medical need to receive an early distribution of the second half of the H.S.A. payment.

MOTION: Commissioner Bingham made a motion to approve the early distribution of the H.S.A. payment for an employee. The motion was seconded by Chairman Perry and carried unanimously on a roll call vote of Chairman Perry voting Yea, Commissioner Bingham voting Yea, and Commissioner Summers being absent.

PUBLIC COMMENT PERIOD

Chairman Perry went over the rules and guidelines for the Public Comment Period.

DeAnna Hardy of Brigham City stated she has concern that the minutes don't reflect what she says correctly. She stated she feels the Family Support Center should be defunded and given back to the private sector. She feels the people should not be forced to be charitable because God

cannot judge us if we are forced to be charitable. She feels BRAG and the newly formed Rural Economic Board are socialist programs and should be defunded. She stated the Box Elder Committee of Liberty is disappointed that the Commission chooses to spend unconstitutional funds from the federal government. She suggested the Commission do a letter of nullification and return the unconstitutional funds. She said the County Fair is a socialist program as the people should not be forced to pay for other people's entertainment. She stated the government is not supposed to be involved in business.

WARRANT REGISTER – COMMISSIONERS

The Warrant Register was signed and the following claims were approved: Claim numbers 123054 through 123066 and 123068 through 123101 in the amount of \$491,693.90 and claim numbers 123067 and 123102 through 123173 in the amount of \$548,180.22 with voided claim number 122916.

PERSONNEL ACTIONS/VOLUNTEER ACTION FORMS – COMMISSIONERS

Employee Name:	Department:	PA Type:	Effective Date:
MORGAN, TAMARA	ELECTIONS	REHIRE	03/01/2024
HENDRICKS, JULIE	ELECTIONS	REHIRE	03/01/2024
BIERER, JOHN	ELECTIONS	REHIRE	03/01/2024
WAYMENT, SHERRIE	ELECTIONS	REHIRE	03/01/2024
MAY, JENESSA	ELECTIONS	REHIRE	03/01/2024
SMITH, SANDRA	ELECTIONS	REHIRE	03/05/2024
GARDNER, KIMBERLY	ELECTIONS	REHIRE	03/01/2024
CAPELL, JOSHUA	AUDITOR	COMPENSATION CHANGE	03/05/2024
SHIRES, BONNIE	ELECTIONS	REHIRE	02/28/2024
JENSEN, GAY	ELECTIONS	REHIRE	02/28/2024
MILES, NAOMI	ELECTIONS	REHIRE	02/27/2024
JEPPESEN, CINDY	ELECTIONS	REHIRE	02/29/2024
RICHARDS, DUSTIN	BOX ELDER FIRE	VOLUNTEER	03/06/2024
JOHNSON, BRADLEY	BOX ELDER FIRE	VOLUNTEER	03/06/2024
HUNTER, RILEY	SHERIFF'S OFFICE	COMPENSATION CHANGE	03/13/2024
SPRING, GREGORY	SHERIFF'S OFFICE	COMPENSATION CHANGE	03/28/2024
WHITLEY, BRAD	SHERIFF'S OFFICE	SEPARATION	02/23/2024
THOMPSON, HEATH	LANDFILL	REHIRE	02/06/2024
STAPLETON, NIGEL	FIRE MARSHAL	SEPARATION	02/23/2024
MUND, JORDAN	TREASURER	NEW HIRE	02/20/2024

CLOSED SESSION

There was not a closed session.

ADJOURNMENT

A motion was made by Commissioner Bingham to adjourn. Chairman Perry seconded the motion, and the meeting adjourned at 6:22 p.m.

ADOPTED AND APPROVED in regular session this 19th day of March 2024.



Lee Perry, Chairman




Boyd Bingham, Commissioner



Stan Summers, Commissioner

ATTEST:



Marla R. Young, Clerk





COUNTY COMMISSION MEETING

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

Wednesday, March 06, 2024 at 5:00 PM

AGENDA

NOTICE: *Public notice is hereby given that the Box Elder County Board of County Commissioners will hold an Administrative/Operational Session commencing at 4:45 P.M. and a regular Commission Meeting commencing at 5:00 P.M. on Wednesday March 6, 2024 in the Commission Chambers of the Box Elder County Courthouse, 01 South Main Street, Brigham City, Utah.*

1. ADMINISTRATIVE / OPERATIONAL SESSION

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

2. CALL TO ORDER 5:00 P.M.

- A. Invocation Given by: Chairman Perry
- B. Pledge of Allegiance Given by: HR Manager Jenica Stander
- C. Approve Minutes February 21, 2024

3. ADMINISTRATIVE REVIEW / REPORTS / FUTURE AGENDA ITEMS

4. FORMER AGENDA ITEMS

5. EMERGENCY MANAGEMENT ISSUES

6. ARPA/LATCF

7. BOX ELDER COUNTY EMPLOYEE RECOGNITION

8. PUBLIC INTERESTS / PRESENTATIONS / CONCERNS

- A. 5:10 PILT Payments from Division of Wildlife Resources-Blair Stringham
- B. 5:15 Permission to use Court House Grounds For Event-Tara Roche
- C. 5:20 Bear River Mental Health (BRMH) Audit Report and Financial Statement-Rob Johnson
- D. 5:30 Illegal Drug Use, It's Not Just About You-Jamie Hadfield
- E. 5:35 Victim Services Report for July 2023-December 2023-Cheryl Burgan

9. CLERK'S OFFICE

- A. 5:45 Willard Cemetery District Resolution #24-02 Coverage from UCIP-Marla Young

10. COMMISSIONERS

- A. 5:47 Requesting Grouse Creek CDBG Project Extension to June 30, 2024-Commissioners
- B. 5:49 Predator Control Contract #24-10-Commissioners
- C. 5:51 Appropriately Putting Surplus Property Back out for Sale or use to Benefit the Citizens of Box Elder County-Commissioners

D. 5:56 Appoint Members to Economic Opportunity Board-Shawn Milne

11. COMMUNITY DEVELOPMENT

A. 6:01 Rezone Request - A-20 to Commercial and Rural Residential-Scott Lyons

B. 6:03 Ordinance #594-Scott Lyons

12. SHERIFF'S OFFICE

A. 6:05 U.S. Forest Service Agreement #24-09-Kevin Potter

13. HUMAN RESOURCES

A. 6:07 Early H.S.A. Payment Agreements-Jenica Stander

14. PUBLIC COMMENT (No action will be taken at this time)

A. Those wishing to make a public comment shall sign the comment roll and will be responsible for following the rules outlined in the County Commission Rules and Procedures.

B. Speakers will have one, three (3) minute opportunity to speak regardless of the number of items they wish to address.

C. Speakers shall address their comments to the County Commission only. This is a time to be heard, there will not be a back and forth dialogue with the Commissioners.

D. Speakers may file copies of their remarks or supporting information with the County Clerk. The County Clerk will make the information available to the County Commission.

15. WARRANT REGISTER

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

17. CLOSED SESSION

18. ADJOURNMENT

Prepared and posted this 1st day of March, 2024. Mailed to the Box Elder News Journal and the Leader on the 1st of March, 2024. These assigned times may vary depending on the length of discussion, cancellation of scheduled agenda times and agenda alteration. Therefore, the times are estimates of agenda items to be discussed. If you have any interest in any topic you need to be in attendance at 5:00 p.m.



Marla R. Young - County Clerk

Box Elder County

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



FINANCIAL STATEMENTS
with
INDEPENDENT AUDITORS' REPORT
Years Ended June 30, 2023 and 2022

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INTRODUCTORY SECTION



December 29, 2023

Office of the State Auditor
Utah State Capitol Complex
Senate Office Building, Suite E310
P.O. Box 142310
Salt Lake City, UT 84114

The financial statement report of Bear River Mental Health Services, Inc. (Center), a not-for-profit organization, for the fiscal years ended June 30, 2023 and 2022, is submitted herewith. Responsibility for both the accuracy of the data, and the completeness and fairness of the presentation, including all disclosures, rests with the Center. To the best of our knowledge and belief, the enclosed data is accurate in all material respects and is reported in a manner designed to present fairly the financial position and results of operations of the various funds of the Center. All disclosures necessary to enable the reader to gain an understanding of the Center's financial activities have been included.

The financial report is presented in three sections: introductory, financial, and supplemental. The introductory section includes this transmittal letter, organizational chart, and a list of principal officials. The financial section includes the auditor's report and the June 30, 2023 and 2022, financial statements. The supplemental section consists of a comparative detail statement of activities and the auditor's reports in accordance with government auditing standards.

The Center contracts with the State of Utah, which dictates that programs be considered for compliance with the requirements governing types of services. Management of the Center is responsible for establishing and maintaining an internal control structure designed to ensure the assets of the Center are protected from loss, theft or misuse; and to ensure that adequate accounting data is compiled to allow for the preparation of financial statements in conformity with accounting principles generally accepted in the United States of America.

The internal control structure is designed to provide reasonable, but not absolute, assurance that these objectives are met. The concept of reasonable assurance recognizes that: (1) the cost of a control should not exceed the benefits likely to be derived; and (2) the valuation of costs and benefits requires estimates and judgments by management.

As a recipient of federal, state and county financial assistance, the Center also is responsible for ensuring that an adequate internal control structure is in place to ensure compliance with applicable laws and regulations related to those programs. The internal control structure is subject to a periodic evaluation by management. As demonstrated by the statements and schedules included in the financial section of this report, the Center continues to meet its responsibility for sound financial management.

The preparation of the financial statements and supplemental information was made possible by the dedicated services of the Bear River staff, who assisted with the audit process. Additionally, the excellent work accomplished by the staff from the firm of Carver Florek & James, CPA's made this an extremely useful review and summary for management purposes.

Due credit also should be given to the governing board of the Center for their interest and support in planning and conducting the operations in a responsible and progressive manner.

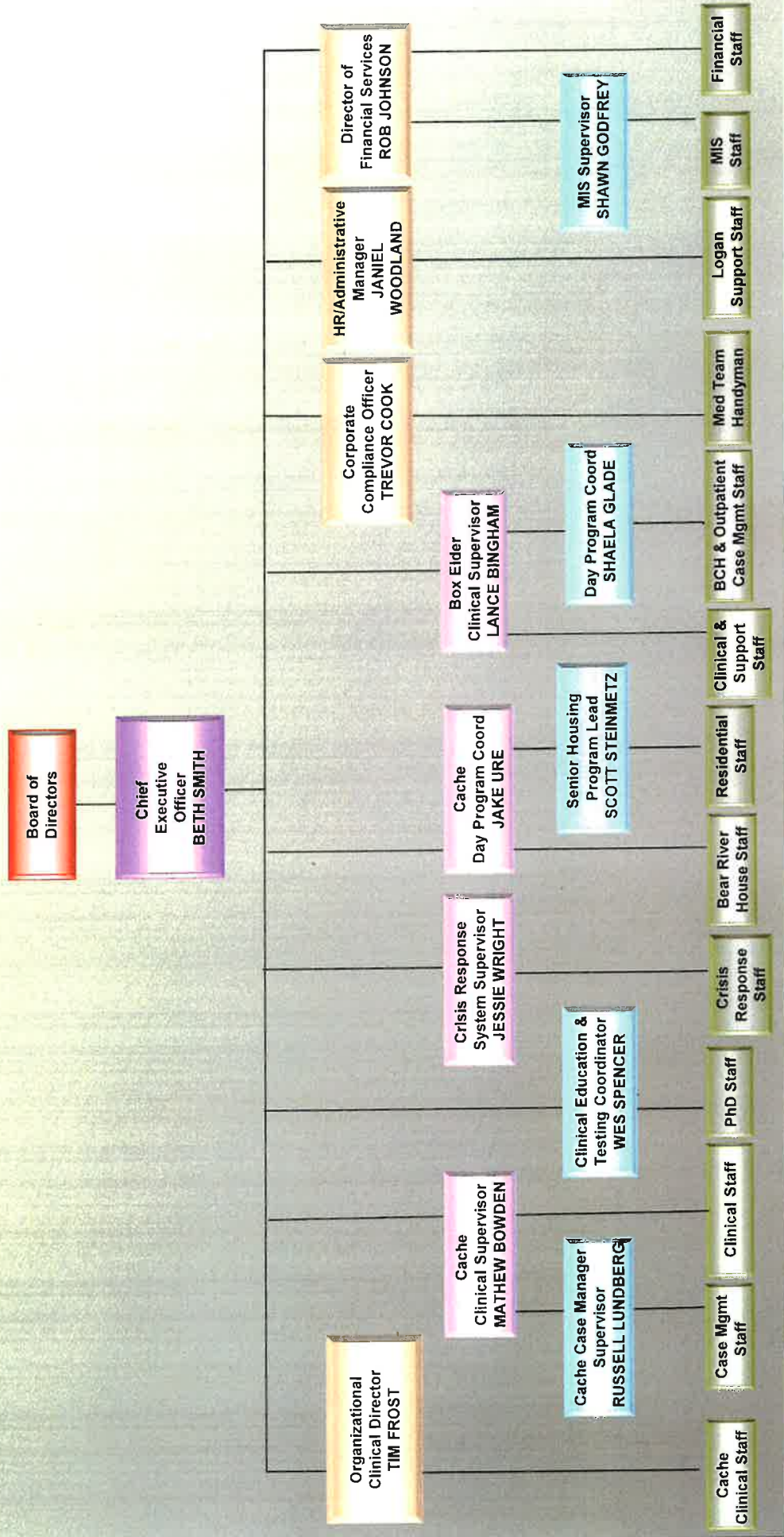
Respectfully,

BETH SMITH

Beth A. Smith
President/CEO

BEAR RIVER MENTAL HEALTH ORGANIZATIONAL CHART

AS OF 6/30/2023



EXECUTIVE COMMITTEE:

President/CEO..... Beth A. Smith
Director of Financial Services..... Robert B. Johnson
Clinical Director..... Timothy Frost
Corporate Compliance Officer..... Trevor L. Cook
HR/Administrative Manager..... Janiel Woodland
Clinical Supervisor..... Jacob Ure

BOARD OF DIRECTORS:

Chair..... Gail Godfrey
Vice Chair..... Jeffrey Scott
Member..... Steve Vincent
Member..... William Cox
Member..... David Zook
Member..... Kirk Allen
Member..... Kris Monson
Member..... Steven L. Stowers
Member..... Lee Perry
Member..... Reed Ernstrom
Member..... Jarred Glover

FINANCIAL SECTION



**CARVER
FLOREK &
JAMES, CPA's**

CERTIFIED PUBLIC ACCOUNTANTS

INDEPENDENT AUDITORS' REPORT

To the Board of Directors
Bear River Mental Health Services, Inc.
Logan, Utah

Opinion

We have audited the financial statements of Bear River Mental Health Services, Inc. (a nonprofit Center), which comprise the statements of financial position as of June 30, 2023 and 2022, and the related statements of activities, functional expenses, and cash flows for the years then ended, and the related notes to the financial statements.

In our opinion, the accompanying financial statements present fairly, in all material respects, the financial position of Bear River Mental Health Services, Inc. as of June 30, 2023 and 2022, and the changes in its net assets and its cash flows for the years then ended in accordance with accounting principles generally accepted in the United States of America.

Basis for Opinion

We conducted our audits in accordance with auditing standards generally accepted in the United States of America (GAAS) and the standards applicable to financial audits contained in *Governmental Auditing Standards*, issued by the Comptroller General of the United States. Our responsibilities under those standards are further described in the Auditor's Responsibilities for the Audit of the Financial Statements section of our report. We are required to be independent of the Center and to meet our other ethical responsibilities, in accordance with the relevant ethical requirements relating to our audits. We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.

Responsibilities of Management for the Financial Statements

Management is responsible for the preparation and fair presentation of the financial statements in accordance with accounting principles generally accepted in the United States of America, and for the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

In preparing the financial statements, management is required to evaluate whether there are conditions or events, considered in the aggregate, that raise substantial doubt about the Center's ability to continue as a going concern for one year after the date that the financial statements are issued.

Auditor's Responsibilities for the Audit of the Financial Statements

Our objectives are to obtain reasonable assurance about whether the financial statements as a whole are free from material misstatement, whether due to fraud or error, and to issue an auditor's report that includes our opinion. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with GAAS and Government Auditing Standards will always detect a material misstatement when it exists. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control. Misstatements are considered material if there is a substantial likelihood that, individually or in the aggregate, they would influence the judgment made by a reasonable user based on the financial statements.

In performing an audit in accordance with GAAS and *Government Auditing Standards*, we:

- Exercise professional judgment and maintain professional skepticism throughout the audit.
- Identify and assess the risks of material misstatement of the financial statements, whether due to fraud or error, and design and perform audit procedures responsive to those risks. Such procedures include examining, on a test basis, evidence regarding the amounts and disclosures in the financial statements.
- Obtain an understanding of internal control relevant to the audit in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the Center's internal control. Accordingly, no such opinion is expressed.
- Evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluate the overall presentation of the financial statements.
- Conclude whether, in our judgment, there are conditions or events, considered in the aggregate, that raise substantial doubt about the Center's ability to continue as a going concern for a reasonable period of time.

We are required to communicate with those charged with governance regarding, among other matters, the planned scope and timing of the audit, significant audit findings, and certain internal control-related matters that we identified during the audit.

Other Reporting Required by Government Auditing Standards

In accordance with *Government Auditing Standards*, we have also issued our report dated December 29, 2023 on our consideration of the Center's internal control over financial reporting and on our tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements and other matters. The purpose of that report is solely to describe the scope of our testing of internal control over financial reporting and compliance and the results of that testing, and not to provide an opinion on the effectiveness of internal control over financial reporting or on compliance. That report is an integral part of an audit performed in accordance with Government Auditing Standards in considering the Center's internal control over financial reporting and compliance.

Supplementary Information

Our audits were conducted for the purpose of forming an opinion on the basic financial statements as a whole. The supplementary information included in Schedule 1 is presented for purposes of additional analysis and is not a required part of the basic financial statements. Such information has not been subjected to the auditing procedures applied in the audits of the basic financial statements, and accordingly, we do not express an opinion or provide any assurance on it.

Caven Florek & James, CPAs

Layton, Utah
December 29, 2023

BEAR RIVER MENTAL HEALTH SERVICES, INC.
STATEMENTS OF FINANCIAL POSITION
June 30, 2023 and 2022

	2023	2022
ASSETS		
Current assets:		
Cash and cash equivalents	\$ 13,196,194	\$ 11,291,449
Accounts receivable	3,377,696	2,516,605
Prepaid expenses	643,997	967,938
Total current assets	17,217,887	14,775,992
Property and equipment, net	1,762,103	1,806,062
Investments	20,000	20,000
Total assets	\$ 18,999,990	\$ 16,602,054
 LIABILITIES AND NET ASSETS		
Current liabilities:		
Accounts payable	\$ 735,405	\$ 626,921
Accrued expenses	1,423,185	1,223,722
Unexpended county funds	62,591	80,458
Other current liabilities	33,561	16,353
Total current liabilities	2,254,742	1,947,454
Mortgage payable	309,935	309,935
Total liabilities	2,564,677	2,257,389
Net assets - without donor restrictions		
Operating appropriation	5,423,235	5,014,842
Net investment in fixed assets	1,452,168	1,496,127
Undesignated	9,559,910	7,833,696
Total net assets	16,435,313	14,344,665
Total liabilities and net assets	\$ 18,999,990	\$ 16,602,054

See accompanying notes and independent auditors' report

BEAR RIVER MENTAL HEALTH SERVICES, INC.
STATEMENTS OF ACTIVITIES
Years Ended June 30, 2023 and 2022

	2023	2022
SUPPORT AND REVENUES		
Government support:		
Federal	\$ 401,998	\$ 443,451
State	3,550,928	3,500,845
County	503,989	470,933
Total governmental support	4,456,915	4,415,229
Revenues:		
Medicaid, net	13,340,129	13,804,932
Service fees	211,239	241,060
Investment income	483,763	64,933
Client living fees	67,140	65,250
Miscellaneous	27,135	31,104
Total revenues	14,129,406	14,207,279
Total support and revenues	18,586,321	18,622,508
 EXPENSES		
Outpatient	10,245,359	9,469,945
Intensive services	4,605,997	4,255,667
Management and general	1,644,317	1,528,010
Total expenses	16,495,673	15,253,622
 NON-OPERATING REVENUES		
Gain on sale of assets	-	-
 INCREASE (DECREASE) IN NET ASSETS - WITHOUT DONOR RESTRICTIONS	2,090,648	3,368,886
 NET ASSETS - WITHOUT DONOR RESTRICTIONS BEGINNING OF YEAR	14,344,665	10,975,779
 NET ASSETS - WITHOUT DONOR RESTRICTIONS END OF YEAR	\$ 16,435,313	\$ 14,344,665

See accompanying notes and independent auditors' report

BEAR RIVER MENTAL HEALTH SERVICES, INC.
STATEMENT OF FUNCTIONAL EXPENSES
Year Ended June 30, 2023

	<u>Program Services</u>		Management and General	Company Total
	<u>Outpatient</u>	<u>Intensive Services</u>		
Personnel	\$ 9,325,712	\$ 1,524,235	\$ 1,445,915	\$ 12,295,862
Travel/auto	58,728	51,231	8,407	118,366
Office maintenance	25,060	4,278	18,990	48,328
Occupancy	266,502	180,280	57,805	504,587
Professional	238,912	2,637,932	34,589	2,911,433
Staff support	59,894	18,863	50,027	128,784
Data processing	125,403	21,812	9,244	156,459
Program activities	22,534	121,328	-	143,862
Depreciation	122,589	46,038	10,359	178,986
Other	25	-	8,981	9,006
	<u>\$ 10,245,359</u>	<u>\$ 4,605,997</u>	<u>\$ 1,644,317</u>	<u>\$ 16,495,673</u>
	62.11%	27.92%	9.97%	
Total expenses				

See accompanying notes and independent auditors' report

BEAR RIVER MENTAL HEALTH SERVICES, INC.
STATEMENT OF FUNCTIONAL EXPENSES
Year Ended June 30, 2022

	<i>Program Services</i>		Management and General	Company Total
	Outpatient	Intensive Services		
Personnel	\$ 8,405,271	\$ 1,403,454	\$ 1,270,996	\$ 11,079,721
Travel/auto	69,684	38,139	4,315	112,138
Office maintenance	15,467	5,297	8,483	29,247
Occupancy	375,278	183,876	128,837	687,991
Professional	184,125	2,433,168	32,145	2,649,438
Staff support	67,663	15,932	46,061	129,656
Data processing	212,958	25,801	19,303	258,062
Program activities	17,772	116,033	-	133,805
Depreciation	121,261	33,942	10,358	165,561
Other	466	25	7,512	8,003
Total expenses	<u>\$ 9,469,945</u>	<u>\$ 4,255,667</u>	<u>\$ 1,528,010</u>	<u>\$ 15,253,622</u>
	62.08%	27.90%	10.01%	

See accompanying notes and independent auditors' report

BEAR RIVER MENTAL HEALTH SERVICES, INC.
STATEMENTS OF CASH FLOWS
Years Ended June 30, 2023 and 2022

	2023	2022
CASH FLOWS FROM OPERATING ACTIVITIES		
Increase (decrease) in net assets without donor restrictions	\$ 2,090,648	\$ 3,368,886
Adjustments to reconcile increase (decrease) in net assets to net cash provided (used) by operating activities:		
Depreciation and amortization	178,986	165,561
Gain from sale of property and equipment	-	-
Changes in operating assets and liabilities:		
Accounts receivable	(861,091)	(1,141,099)
Prepaid expense, deposits, and other assets	323,941	119,533
Accounts payable	108,484	(12,421)
Accrued expenses and interest	198,804	106,489
NET CASH PROVIDED (USED) BY OPERATING ACTIVITIES	2,039,772	2,606,949
CASH FLOWS FROM INVESTING ACTIVITIES		
Purchase of property and equipment	(135,027)	(5,890)
NET CASH PROVIDED (USED) BY INVESTING ACTIVITIES	(135,027)	(5,890)
NET INCREASE (DECREASE) IN CASH AND CASH EQUIVALENTS	1,904,745	2,601,059
CASH AND CASH EQUIVALENTS AT BEGINNING OF YEAR	11,291,449	8,690,390
CASH AND CASH EQUIVALENTS AT END OF YEAR	\$ 13,196,194	\$ 11,291,449

See accompanying notes and independent auditors' report

BEAR RIVER MENTAL HEALTH SERVICES, INC.
NOTES TO FINANCIAL STATEMENTS
Years Ended June 30, 2023 and 2022

1. NATURE OF ACTIVITIES AND SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

Nature of Activities

Bear River Mental Health Services, Inc. (Center) is a not-for-profit organization whose purpose is to provide mental health services to residents of Cache, Rich and Box Elder Counties in the state of Utah. The Center was incorporated as a not-for-profit organization on January 1, 1984. Prior to incorporation, mental health services were performed through a tri-county governmental association. The Center receives funding for its programs from various federal, state and local sources. In addition, the Center receives Medicaid reimbursement for eligible patients on a capitation basis. The Center has facilities in Logan, Brigham City and Tremonton, Utah, with satellite offices in Garden City and Randolph, Utah.

The Center provides comprehensive mental health services to clients including: psychosocial rehabilitation, residential services, inpatient services, individual therapy, group therapy, psychological testing, medication management, etc. These services are provided for individuals who are eligible for Utah State Medicaid, the portion of the population that meets the State of Utah's definition for seriously and persistently mentally ill adults or seriously emotionally disturbed children and adolescents, or those individuals in psychiatric crisis or in need of inpatient hospitalization.

Basis of Accounting

The financial statements of the Center have been prepared on the accrual basis of accounting in accordance with accounting principles generally accepted in the United States of America.

Basis of Presentation

The Center follows Financial Accounting Standards Board (FASB) Accounting Standards Codification 958, "Not-for-Profit Entities," as the basis of presentation of its financial statements. Therefore, the Center reports information regarding its financial position and activities according to two classes of net assets: net assets without donor restrictions and net assets with donor restrictions. However, the Center had no net assets with donor restrictions during the years ended June 30, 2023 and 2022.

Net assets without donor restrictions – Net assets for use in general operations and not subject to donor (or certain grantor) restrictions. The governing board may designate, from net assets without donor restrictions, net assets for any purpose.

BEAR RIVER MENTAL HEALTH SERVICES, INC.
NOTES TO FINANCIAL STATEMENTS
Years Ended June 30, 2023 and 2022

1. NATURE OF ACTIVITIES AND SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

Use of Estimates

The financial statements include estimates and assumptions made by management that affect the carrying amounts of assets and liabilities, the disclosure of contingent assets and liabilities, and the reported amounts of revenues and expenses. Actual results could differ from those estimates.

Property and Equipment

Acquisitions of property and equipment in excess of \$5,000 are capitalized. Property and equipment are carried at cost or, if donated, at the estimated fair value at the date of donation. Depreciation is computed on the straight-line method over the estimated useful lives of the assets (3 – 25 years).

Tenant Deposits

The Center collects refundable deposits for certain monthly living accommodations provided to eligible patients. This liability represents amounts received and held as of June 30, 2023 and 2022 and is reported as other current liabilities on the statement of financial position.

Accrued Leave Payable

Unused personal leave that is expected to be liquidated with expendable available resources and paid upon termination has been accrued.

Advertising Expenses

The Center expenses advertising costs as incurred. Advertising costs were \$4,608 and \$3,777 for the years ended June 30, 2023 and 2022, respectively.

Revenues with and without donor restrictions

Revenues earned from services provided under third-party reimbursement and private pay arrangements are recognized on a cash basis due to the uncertainty of the timing and amount of collection. As this treatment has an immaterial effect on the financial statements, and due to the uncertainty of collection which is not susceptible to reasonable estimation by management, the Center's treatment is deemed to conform with generally accepted accounting principles.

Contributions received that are by the donor are reported as increases in net assets without donor restrictions if the restrictions expire (that is, when a stipulated time restriction ends or purpose restriction is accomplished) in the reporting period in which the revenue is recognized. All other donor-restricted contributions are reported as increases in net assets with donor restrictions. When a restriction expires, net assets with donor restrictions are reclassified to net assets without donor restrictions and reported in the statement of activities as net assets released from restrictions.

BEAR RIVER MENTAL HEALTH SERVICES, INC.
NOTES TO FINANCIAL STATEMENTS
Years Ended June 30, 2023 and 2022

1. NATURE OF ACTIVITIES AND SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

Income Taxes

The Center is exempt from federal income tax under Section 501(c)(3) of the Internal Revenue Code. However, income from certain activities not directly related to the Center's tax-exempt purpose may be subject to taxation as unrelated business income. There was no known unrelated business income during the years ended June 30, 2023 and 2022.

Functional Allocation of Expenses

The costs of program and supporting service activities have been summarized on a functional basis in the statement of functional expenses. The statement of functional expenses presents the natural classification detail of expenses by function. Therefore, expenses require allocation on a reasonable basis that is consistently applied. Expenses are tracked using direct identification methodology of charging specific expenses as either program, management and general, or fundraising. The financial statements report certain categories of expense that are attributable to one or more program of supporting functions. Those expenses primarily include administrative, building, non-personnel, health savings account (HSA), liability insurance, data processing, and depreciation. Administrative building non-personnel and data processing expenses are allocated based upon management estimate. HSA and liability insurance expenses are allocated to the program to which the applicable employees primarily work. Depreciation expense associated with shared admin/program buildings are allocated based upon management's estimate of usage.

Cash and Cash Equivalents

Cash and cash equivalents includes all unrestricted monies in banks and highly liquid investments with maturity dates of less than three months. The carrying value of cash and cash equivalents approximates fair value because of the short maturities of those financial instruments.

Accounts Receivable

All of the Center's accounts receivable is the result of normal business and trade. Accounts receivable is stated at the amount management expects to collect. All billings are based upon contracted terms. Management believes all receivables at June 30, 2023 and 2022 are fully collectible. As such, the Center has not established an allowance for doubtful accounts as of June 30, 2023 and 2022.

Subsequent Events

Management has evaluated subsequent events through December 29, 2023, the date on which the financial statements were available for issue.

BEAR RIVER MENTAL HEALTH SERVICES, INC.
NOTES TO FINANCIAL STATEMENTS
Years Ended June 30, 2023 and 2022

2. LIQUIDITY AND AVAILABILITY OF FINANCIAL ASSETS

The following reflects the Center's financial assets as of June 30, 2023 and 2022, reduced by amounts not available for general use because of contractual or donor-imposed restrictions within one year of June 30, 2023 and 2022:

	2023	2022
Financial assets:		
Cash and cash equivalents	\$ 13,196,194	\$ 11,291,449
Accounts Receivable	3,377,696	2,516,605
Financial assets, end of year	16,573,890	13,808,054
Less: assets unavailable for general expenditures within one year	-	-
Financial assets available to meet cash needs for general expenditures within one year	\$ 16,573,890	\$ 13,808,054

3. CASH AND CASH EQUIVALENTS

Custodial Credit Risk

Custodial credit risk for deposits is the risk that, in the event of a bank failure, the Center's deposits may not be recovered. The Center follows the Utah Money Management Act, which requires all deposits of entity to be in a qualified depository, defined as any financial institution whose deposits are insured by an agency of the federal government and certified by the Commissioner of Financial Institutions as meeting the requirements of the Act and adhering to the rules of the Utah Money Management Council. As of June 30, 2023, the Center's bank accounts exceeded the FDIC limit of \$250,000 by approximately \$50,000. As of June 30, 2022, none of the Center's bank accounts exceeded the FDIC limit of \$250,000.

Credit Risk

Credit risk is the risk that the counterparty to an investment will not fulfill its obligations. The Center's policy for limiting the credit risk of investments is to comply with the Money Management Act.

The Center is authorized to invest in the Utah Public Treasurer's Investment Fund (PTIF), an external pooled investment fund managed by the Utah State Treasurer and subject to the Act and council requirements. The PTIF is not registered with the SEC as an investment company and deposits are not insured or otherwise guaranteed by the State of Utah.

BEAR RIVER MENTAL HEALTH SERVICES, INC.
NOTES TO FINANCIAL STATEMENTS
Years Ended June 30, 2023 and 2022

3. CASH AND CASH EQUIVALENTS (CONTINUED)

The PTIF operates and reports to participants on an amortized costs basis. The income, gains and losses, net of administration fees, are allocated based upon the participants' average daily balances.

The Center had investments with the PTIF of \$13,190,438 and \$11,253,338 as of June 30, 2023 and 2022, respectively. The entire balance had a maturity of less than one year and is reported as cash and cash equivalents on the statements of financial position. The PTIF has not been rated.

Interest Rate Risk

Interest rate risk is the risk that changes in interest rates of debt investments will adversely affect the fair value of an investment. The Center manages its exposure to declines in fair value by investment; mainly in the PTIF and by adhering to the Money Management Act. The Act requires that the remaining term to maturity of investment may not exceed the period of availability of the fund to be invested.

4. INVESTMENTS

Mental Health Risk Retention Group

In 1984, the Center joined an association to provide liability insurance coverage. The association required that stock be purchased in a corporation by all mental health centers participating in the insurance plan. On January 12, 1988, 40 shares of class "C" common stock were issued to the Center in consideration of \$20,000 paid as a deposit. The market value of this investment is not available due to the nature of the corporation.

5. PREPAID MEDICAID MATCH

Medicaid requires that the state's portion of the Medicaid match be prepaid before Medicaid funds may be received by the Center. The match is estimated on a quarterly basis. Occasionally, the estimated match isn't sufficient to cover the actual match amount. The balances in the prepaid Medicaid match account as of June 30, 2023 and 2022 were \$550,217 and \$882,202, respectively.

BEAR RIVER MENTAL HEALTH SERVICES, INC.
NOTES TO FINANCIAL STATEMENTS
Years Ended June 30, 2023 and 2022

6. PROPERTY AND EQUIPMENT

Property and equipment consisted of the following as of June 30, 2023 and 2022:

	2023	2022
Land	\$ 457,429	\$ 457,429
Buildings and improvements	5,623,600	5,623,600
Furniture and equipment	855,309	761,680
	6,936,338	6,842,709
Accumulated depreciation	(5,174,235)	(5,036,647)
	\$ 1,762,103	\$ 1,806,062

7. RETIREMENT PLANS

By means of its substantial contract with Cache, Box Elder and Rich Counties, eligible employees of the Center can participate in the Local Governmental Noncontributory Retirement System (Noncontributory System), a cost-sharing multiple-employer defined benefit pension plan administered by the Utah Retirement Systems (Systems).

The Systems are comprised of two pension trust funds and several retirement savings plans. The legacy pension fund is referred to as "Tier I". The second pension fund entitled "Tier 2 Public Employees System Contributory Retirement System" (Tier 2) became effective July 1, 2011. All participating employees beginning on or after July 1, 2011 who had no previous service credit with any of the Utah Retirement Systems, are members of the Tier 2 Retirement System.

The Systems are established and governed by the respective sections of Title 49 of the Utah Code Annotated 1953, as amended. The Systems' defined benefit plans are amended statutorily by the State Legislature. The Utah State Retirement Office Act in Title 49 provides for the administration of the Systems under the direction of the Board, whose members are appointed by the Governor. The Systems are fiduciary funds defined as pension (and other employee benefit) trust funds. Utah Retirement Systems (URS) is a component unit of the State of Utah. Title 49 of the Utah Code grants the authority to establish and amend the benefit terms. URS issues a publicly available financial report that can be obtained by writing Utah Retirement Systems, 560 E. 200 S., Salt Lake City, Utah 84102 or visiting the website: www.urs.org.

The Center was required to contribute a percentage of covered salaries to the respective systems: 17.97 percent to the, Tier 1 Noncontributory Retirement System, and 16.19 percent to the Tier 2 Contributory Hybrid Retirement System. The contribution rates are actuarially determined rates and are approved by the Board as authorized by Utah Code Title 49.

BEAR RIVER MENTAL HEALTH SERVICES, INC.
NOTES TO FINANCIAL STATEMENTS
Years Ended June 30, 2023 and 2022

7. RETIREMENT PLANS (CONTINUED)

The Center's contributions to the Tier 1 Noncontributory Retirement System for years ended June 30, 2023, 2022 and 2021 were \$527,302, \$491,904 and \$432,373, respectively. The Center's contributions to the Tier 2 Contributory Hybrid Retirement System for years ended June 30, 2023, 2022 and 2021 were \$581,526, \$573,225 and \$432,929, respectively. The contributions were equal to the required contributions for each year.

The Center provides supplemental pension benefits for all of its fulltime employees through a defined contribution plan, Section 401(k). Benefits depend solely on amounts contributed to the plan plus investment earnings. Employees are eligible to participate in the plan from the date of employment. Employee contributions are optional within prescribed limits; The Board of Directors authorizes the Center to contribute 2 percent of the Tier 1 and Tier 2 employees' retirement salary. The Center's 2 percent contribution is fully vested upon deposit into the plan. The Center made contributions totaling \$281,789, \$249,217 and \$204,647 for years ended June 30 2023, 2022 and 2021. Employees made \$162,295, \$144,404 and \$90,916 in optional contributions for the same periods.

The Center also offers its employees deferred compensation plans created in accordance with Internal Revenue Service Code. The plans, available to all employees eligible for benefits, permit them to defer a portion of their salary until future years. Employees are eligible to voluntarily participate from the date of employment and are vested immediately upon that date. Employee contributions to the Section 457 plan totaled \$48,934, \$41,987 and \$20,060 and the Roth IRA plan totaled \$40,635, \$33,720 and \$24,890 for the years ended June 30, 2023, 2022 and 2021. The Center did not make any contribution to either plan.

Pension Assets and Liabilities

The actuarially determined share of the URS unfunded pension liability and pre-funded assets ascribed to the Center at December 31, 2022 and 2021 is a net pension liability of \$686,826 and a net pension asset of \$64,799, respectively, for the Tier 2 Public Employees System, and a net pension liability of \$176,367 and a net pension asset of \$2,063,961, respectively, for the Noncontributory System.

8. MORTGAGE PAYABLE

The Center purchased a building in Brigham City, Utah, to use in their mental health services. This purchase was made with loan proceeds available from the Department of Housing and Urban Development (HUD) through the State of Utah Housing Trust Fund at zero percent interest. Repayment of the loan is to be made when the project is sold, transferred to another entity or changes use. The amount due at June 30, 2023 and 2022, was \$309,935, which was for the purchase and renovation of the building.

BEAR RIVER MENTAL HEALTH SERVICES, INC.
NOTES TO FINANCIAL STATEMENTS
Years Ended June 30, 2023 and 2022

9. CAFETERIA PLAN

The Center has set up a cafeteria plan to enable employees to have amounts excluded from their income under Section 125(a) and other applicable sections of the Internal Revenue Service Code of 1986, as amended. The plan is to provide contributions from the employees to cover benefits paid. The plan is administered by an independent agency with assets maintained in separate bank accounts.

10. DESIGNATED NET ASSETS

The Board of Directors has appropriated an amount to be set aside for normal operations of the Center. The operating appropriation has been calculated at 120 days of expenditures for year end June 30, 2023. Net investment in fixed assets represents the net book value of capital assets held at year end, net of related debt.

11. OPERATING LEASES

Rent expense for years ended June 30, 2023 and 2022 was \$2,400.

12. CONCENTRATIONS OF RISK

The Center received approximately 72% and 71% of its revenue from Medicaid and approximately 19% and 19% of its revenue from the State of Utah during the years ended June 30, 2023 and 2022, respectively. As of June 30, 2023 and 2022, approximately 12% and 24% of the Center's receivables were from Medicaid and approximately 74% and 67% of the Center's receivables were from the State of Utah, respectively. A change in the level or amount of support could significantly affect the operations of the Center.

13. POTENTIAL MEDICAID MLR SETTLEMENTS

The Center's contract with Medicaid stipulates if the expansion Medical Loss Ratio (MLR) is under 85%, the Center will repay Medicaid until the MLR equals 85%. If the MLR is over 91%, Medicaid would pay the Center until this ratio equals 91%.

For the year ended June 30, 2023, the MLR report is not due to the State of Utah until March 31, 2024, which will then be reviewed by the State of Utah. As such, the Center is unable to estimate any potential settlement amount.

SUPPLEMENTAL SECTION

BEAR RIVER MENTAL HEALTH SERVICES, INC.
SCHEDULE 1: DETAILED STATEMENTS OF ACTIVITIES
Years Ended June 30, 2023 and 2022

	<i>Memorandum Only</i> <u>2023</u>	<i>Memorandum Only</i> <u>2022</u>
SUPPORT AND REVENUES		
Government support:		
Federal:		
Block Grant	\$ 106,798	\$ 103,739
Telehealth-EIM	75,000	91,032
Federal MCOT	21,428	-
Block Grant set aside for children	24,000	27,000
Rapid Follow-Up	43,895	33,352
Front Line Retention	-	106,468
US Supported Employment	119,415	75,000
Family recourse facilitator	11,462	6,860
COVID	-	-
	<u>401,998</u>	<u>443,451</u>
State:		
State operating grant	2,021,669	1,869,669
State children's grant	200,000	215,000
State Medicaid replacement	61,879	61,854
Stabilization and mobile response	-	518,847
Justice assistance grant	130,226	141,357
Early intervention	190,305	159,361
State MCOT	879,444	468,571
Pre-admission screening/resident review	16,822	17,304
Justice reinvestment initiative	46,088	48,785
Community outplacement grant	4,495	97
Total state	<u>3,550,928</u>	<u>3,500,845</u>
County:		
County match	503,989	470,933
Total governmental support	<u>4,456,915</u>	<u>4,415,229</u>
Revenues:		
Medicaid, net:		
Medicaid disability determination	328	560
Medicaid capitation	15,934,538	15,884,416
Medicaid FFS	138,744	271,317
Medicaid/Medicare crossovers	15,522	21,635
ARPA HCBS Enhancement	477,125	530,109
Medicaid match contra revenue	(3,106,174)	(2,787,798)
Medicaid admin fee	(119,954)	(115,307)
Total Medicaid, net	<u>13,340,129</u>	<u>13,804,932</u>

See accompanying notes and independent auditors' report

BEAR RIVER MENTAL HEALTH SERVICES, INC.
SCHEDULE 1: DETAILED STATEMENTS OF ACTIVITIES
Years Ended June 30, 2023 and 2022

	<i>Memorandum Only</i>	<i>Memorandum Only</i>
	<u>2023</u>	<u>2022</u>
Service fees:		
Personal payments	5,676	347
Insurance	24,094	19,925
Medicare	45,780	74,069
Mental health court	15,568	35,860
Schools	56,712	58,532
Consult fees	59,206	48,740
Rainbow club/New discovery	4,203	3,587
Total service fees	<u>211,239</u>	<u>241,060</u>
Investment income	483,763	64,933
Client living fees:		
24-hour supervised living fees	16,411	17,702
Semi-independent living fees	50,729	47,548
Total client living fees	<u>67,140</u>	<u>65,250</u>
Miscellaneous:		
Integration Grant	15,000	13,500
Miscellaneous	3,301	716
Donations	1,896	10,000
Day treatment lunch program	6,938	6,888
Total miscellaneous	<u>27,135</u>	<u>31,104</u>
Total revenues	<u>14,129,406</u>	<u>14,207,279</u>
Total support and revenues	<u>18,586,321</u>	<u>18,622,508</u>

See accompanying notes and independent auditors' report

BEAR RIVER MENTAL HEALTH SERVICES, INC.
SCHEDULE 1: DETAILED STATEMENTS OF ACTIVITIES
Years Ended June 30, 2023 and 2022

	<i>Memorandum Only</i> <u>2023</u>	<i>Memorandum Only</i> <u>2022</u>
EXPENSES		
Salaries	8,125,618	7,215,855
Employee benefits	4,170,244	3,863,866
Total personnel	<u>12,295,862</u>	<u>11,079,721</u>
Travel - in state	45,904	37,289
Travel - out of state	421	-
Gas and oil	28,738	24,864
Maintenance	23,873	18,159
Insurance	19,430	31,826
Total travel/auto	<u>118,366</u>	<u>112,138</u>
Office supplies	32,146	18,367
Postage	4,411	3,525
Printing and publications	11,312	7,285
Maintenance	459	70
Total office maintenance	<u>48,328</u>	<u>29,247</u>
Rent	2,400	2,440
Utilities	163,713	148,179
Telephone	55,178	52,853
Insurance	42,790	37,849
Janitorial	80,197	64,205
Maintenance	160,309	382,465
Total occupancy	<u>504,587</u>	<u>687,991</u>
Contract services	275,718	218,384
Inpatient	2,635,715	2,431,054
Residential beds	-	-
Total professional services	<u>2,911,433</u>	<u>2,649,438</u>
Books and journals	659	1,169
Licenses and memberships	8,964	9,154
Education and training	35,825	44,346
Liability insurance	83,336	74,987
Total staff support	<u>128,784</u>	<u>129,656</u>

See accompanying notes and independent auditors' report

BEAR RIVER MENTAL HEALTH SERVICES, INC.
SCHEDULE 1: DETAILED STATEMENTS OF ACTIVITIES
Years Ended June 30, 2023 and 2022

	<i>Memorandum Only</i> 2023	<i>Memorandum Only</i> 2022
	<u>2023</u>	<u>2022</u>
Data processing services	29,810	22,659
Data processing supplies/equipment	8,840	126,184
Data processing maintenance	117,809	109,219
Total data processing	<u>156,459</u>	<u>258,062</u>
Materials	8,752	5,499
Medical supplies	1,485	4,228
Patient activities	133,625	124,078
Total program activities	<u>143,862</u>	<u>133,805</u>
Advertising	4,608	3,777
Miscellaneous	1,815	2,554
Bank charges	1,448	1,036
Board of directors	1,135	636
Total other expenses	<u>9,006</u>	<u>8,003</u>
Equipment and furnishings	135,027	5,890
Total capital outlay	<u>135,027</u>	<u>5,890</u>
Total expenditures before adjustment	16,451,714	15,093,951
Capital expenditures	(135,027)	(5,890)
Depreciation	178,986	165,561
Total expenses	<u>16,495,673</u>	<u>15,253,622</u>
Non-operating revenue:		
Gain on sale of asset	<u>-</u>	<u>-</u>
Net income (loss)	<u>\$ 2,090,648</u>	<u>\$ 3,368,886</u>

See accompanying notes and independent auditors' report



CARVER
FLOREK &
JAMES, CPA's

CERTIFIED PUBLIC ACCOUNTANTS

**REPORT ON INTERNAL CONTROL OVER FINANCIAL
REPORTING AND ON COMPLIANCE AND OTHER MATTERS BASED ON
AN AUDIT OF FINANCIAL STATEMENTS PERFORMED
IN ACCORDANCE WITH *GOVERNMENT AUDITING STANDARDS***

To the Board of Directors
Bear River Mental Health Services, Inc.
Logan, Utah

We have audited, in accordance with the auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards* issued by the Comptroller General of the United States, the financial statements of Bear River Mental Health Services, Inc. (a nonprofit Center), which comprise the statement of financial position as of June 30, 2023, and the related statements of activities, and cash flows for the year then ended, and the related notes to the financial statements, and have issued our report thereon dated December 29, 2023.

Internal Control Over Financial Reporting

In planning and performing our audit of the financial statements, we considered Bear River Mental Health Services, Inc.'s internal control over financial reporting (internal control) to determine the audit procedures that are appropriate in the circumstances for the purpose of expressing our opinion on the financial statements, but not for the purpose of expressing an opinion on the effectiveness of Bear River Mental Health Services, Inc.'s internal control. Accordingly, we do not express an opinion on the effectiveness of the Center's internal control.

A *deficiency in internal control* exists when the design or operation of a control does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct, misstatements on a timely basis. A *material weakness* is a deficiency, or a combination of deficiencies, in internal control, such that there is a reasonable possibility that a material misstatement of the entity's financial statements will not be prevented, or detected and corrected on a timely basis. A *significant deficiency* is a deficiency, or a combination of deficiencies, in internal control that is less severe than a material weakness, yet important enough to merit attention by those charged with governance.

Our consideration of internal control was for the limited purpose described in the first paragraph of this section and was not designed to identify all deficiencies in internal control that might be material weaknesses or significant deficiencies. Given these limitations, during our audit we did not identify any deficiencies in internal control that we consider to be material weaknesses. However, material weaknesses may exist that have not been identified.

Compliance and Other Matters

As part of obtaining reasonable assurance about whether the Center's financial statements are free from material misstatement, we performed tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements, noncompliance with which could have a direct and material effect on the determination of financial statement amounts. However, providing an opinion on compliance with those provisions was not an objective of our audit, and accordingly, we do not express such an opinion. The results of our tests disclosed no instances of noncompliance or other matters that are required to be reported under Government Auditing Standards.

Purpose of this Report

The purpose of this report is solely to describe the scope of our testing of internal control and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the Center's internal control or on compliance. This report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the Center's internal control and compliance. Accordingly, this communication is not suitable for any other purpose.

Caver Florek & James, CPAs

Layton, Utah
December 29, 2023

RESOLUTION OF BOX ELDER COUNTY APPROVING PARTICIPATION OF THE WILLARD PRECINCT CEMETERY MAINTENANCE DISTRICT IN THE UTAH COUNTIES INDEMNITY POOL AS A SEPARATE COUNTY RELATED ENTITY MEMBER

WHEREAS, the Governing Body of Box Elder County, Utah, a participating Member of the Utah Counties Indemnity Pool, is the proper authority to sponsor the participation of the Willard Precinct Cemetery Maintenance District, a separate county related entity; and

WHEREAS, the Governing Body of Box Elder County, Utah, has been informed that the Bylaws of the Utah Counties Indemnity Pool require that a separate county related entity must be sponsored by a participating Member County by resolution of the member's governing body;

WHEREAS, the Governing Body of Box Elder County, Utah, acknowledge that the Bylaws of the Utah Counties Indemnity Pool, requirements of eligibility have been met by the separate county related entity.

NOW, THEREFORE, be it resolved that the Governing Body of Box Elder County, Utah, hereby approves the Willard Precinct Cemetery Maintenance District as a separate county related entity member, eligible to participate in the Utah Counties Indemnity Pool.

RESOLVED ADOPTED AND ORDERED this 6th day of March, 2024.



GOVERNING BODY
BOX ELDER COUNTY, UTAH

[Handwritten signature]

[Handwritten signature]

[Handwritten signature]

ATTEST:

By: *[Handwritten signature]*

APPROVED AS TO FORM:

By: *[Handwritten signature]*



GRANT AMENDMENT

Grouse Creek Water System

AMENDMENT #4 To **CONTRACT #22-DWS-0068**

TO BE ATTACHED TO AND MADE A PART OF the above numbered contract by and between the State of Utah, **DEPARTMENT OF WORKFORCE SERVICES**, referred to as DWS and **BOX ELDER COUNTY**, 1 South Main Street, Brigham City, UT 84302 referred to as **GRANTEE**.

THE PARTIES AGREE TO AMEND THE CONTRACT AS FOLLOWS:

1. Contract period:

07/01/2021 (original starting date)
12/31/2023 (current ending date)
06/30/2024 **new ending date**

2. Contract amount:

\$200,000.00 (current contract amount – the amount for all contract periods to current ending date)
\$0 (amendment amount – the amount that is budgeted for the period of this amendment)
N/A **new contract amount** (add amendment amount to current amount)

- 3. **Other Changes:** Updated Attachment F: Federal Subaward Funding and Reporting Requirements (See Attached).
- 4. **Funding Source:** Community Development Block Grant (CDBG) ALN# 14.228
- 5. **Effective Date:** 12/21/2023

STATE FISCAL YEAR BILLING DEADLINE

DWS must receive billing for services for the month of June no later than July 15th, due to the DWS fiscal year end. Billings submitted after this date may be denied.

All other conditions and terms in the original contract and previous amendments remain the same. IN WITNESS WHEREOF, the parties sign and cause the amendment to be executed.

CONTRACTOR


Lee Perry (Mar 7, 2024 12:45 MST)
Contractor's signature

Lee Perry Commissioner
Type or Print Name and Title

03/07/2024
Date

DWS


Casey Cameron, Executive Director

03/11/2024
Date

RECEIVED AND PROCESSED
BY DIVISION OF FINANCE





State of Utah
Department of Workforce Services

**Attachment F : FEDERAL SUBAWARD FUNDING
AND REPORTING REQUIREMENTS**

SUBRECIPIENTS awarded \$30,000 or more in federal funds shall comply with The Federal Funding Accountability and Transparency Act (FFATA), P.L. 109-282 (and as amended by section 6202 (a) of P.L. 110-252).

NOTE: For State Government Entities and Component Units of the state, only the Federal Award Information and Subaward Information sections are required to be completed.

FEDERAL AWARD INFORMATION (Completed by DWS Fiscal Grant Manager)

ALN# and Name: 14.228 Community Development Block Grant

Federal Award Identification Number (FAIN): B-21-DC-49-0001

Federal Awarding Agency: U.S. Department of Housing & Urban Development (HUD)

Federal Award Issue Date: 09/24/2021 Is Federal Award for R&D? YES NO

SUBAWARD INFORMATION (Completed by DWS Contract Owner/Contract Analyst/Fiscal Grant Manager)

Agreement number: 22-DWS-0068

Project name and description:

Grouse Creek Water System – Gas Chlorinator Project

Start date of award: 07/01/2021 End date of award: 06/30/2024

Amount of federal funds obligated by this action: \$0.00

Total amount of federal funds obligated: \$200,000.00

Total amount of the federal award committed: \$200,000.00

Subrecipient has a: Federal NICRA: Yes No **-OR-** de Minimis: Yes No

Indirect Cost Rate: N/A – NO INDIRECT COSTS ALLOWED UNDER THIS CONTRACT

Indirect Cost Rate Base:

N/A

SUBRECIPIENT INFORMATION

UEI number: VSEPXG1DPPQ9

Name of Subrecipient: Box Elder County

Business Address: 1 S Main Street

City: Brigham City State: UT Zip+4: 84302

Subrecipient principal place of performance (if different from above)

Address: _____

City: _____ State: _____ Zip+4: _____

Equal Opportunity Employer/Program

Auxiliary aids (accommodations) and services are available upon request to individuals with disabilities by calling 801-526-9240. Individuals who are deaf, hard of hearing, or have speech impairments may call Relay Utah by dialing 711. Spanish Relay Utah: 1-888-346-3162.

ATTACHMENT A: STATE OF UTAH STANDARD TERMS AND CONDITIONS FOR SERVICES

This is for a contract for services (including professional services) meaning the furnishing of labor, time, or effort by a contractor.

1. **DEFINITIONS:** The following terms shall have the meanings set forth below:
 - a) "**Confidential Information**" means information that is deemed as confidential under applicable state and federal laws, including personal information. The State Entity reserves the right to identify, during and after this Contract, additional reasonable types of categories of information that must be kept confidential under federal and state laws.
 - b) "**Contract**" means the Contract Signature Page(s), including all referenced attachments and documents incorporated by reference. The term "Contract" may include any purchase orders that result from this Contract.
 - c) "**Contract Signature Page(s)**" means the State of Utah cover page(s) that the State Entity and Contractor sign.
 - d) "**Contractor**" means the individual or entity delivering the Services identified in this Contract. The term "Contractor" shall include Contractor's agents, officers, employees, and partners.
 - e) "**Custom Deliverable**" means the Work Product that Contractor is required to deliver to the State Entity under this Contract.
 - f) "**Services**" means the furnishing of labor, time, or effort by Contractor pursuant to this Contract. Services include, but are not limited to, all of the deliverable(s) (including Custom Deliverable, supplies, equipment, or commodities) that result from Contractor performing the Services pursuant to this Contract. Services include those professional services identified in Section 63G-6a-103 of the Utah Procurement Code.
 - g) "**Proposal**" means Contractor's response to the State Entity's Solicitation.
 - h) "**Solicitation**" means the documents used by the State Entity to obtain Contractor's Proposal.
 - i) "**State Entity**" means the department, division, office, bureau, agency, or other organization identified on the Contract Signature Page(s).
 - j) "**State of Utah**" means the State of Utah, in its entirety, including its institutions, agencies, departments, divisions, authorities, instrumentalities, boards, commissions, elected or appointed officers, employees, agents, and authorized volunteers.
 - k) "**Subcontractors**" means subcontractors or subconsultants at any tier that are under the direct or indirect control or responsibility of the Contractor, and includes all independent contractors, agents, employees, authorized resellers, or anyone else for whom the Contractor may be liable at any tier, including a person or entity that is, or will be, providing or performing an essential aspect of this Contract, including Contractor's manufacturers, distributors, and suppliers.
 - l) "**Work Product**" means every invention, modification, discovery, design, development, customization, configuration, improvement, process, software program, work of authorship, documentation, formula, datum, technique, know how, secret, or intellectual property right whatsoever or any interest therein (whether patentable or not patentable or registerable under copyright or similar statutes or subject to analogous protection) that is specifically made, conceived, discovered, or reduced to practice by Contractor or Contractor's Subcontractors (either alone or with others) pursuant to this Contract. Work Product shall be considered a work made for hire under federal, state, and local laws; and all interest and title shall be transferred to and owned by the State Entity. Notwithstanding anything in the immediately preceding sentence to the contrary, Work Product does not include any State Entity intellectual property, Contractor's intellectual property (that it owned or licensed prior to this Contract) or Third Party intellectual property.
2. **GOVERNING LAW AND VENUE:** This Contract shall be governed by the laws, rules, and regulations of the State of Utah. Any action or proceeding arising from this Contract shall be brought in a court of competent jurisdiction in the State of Utah. Venue shall be in Salt Lake City, in the Third Judicial District Court for Salt Lake County.
3. **LAWS AND REGULATIONS:** At all times during this Contract, Contractor and all Procurement Items delivered and/or performed under this Contract will comply with all applicable federal and state constitutions, laws, rules, codes, orders, and regulations, including applicable licensure and certification requirements. If this Contract is funded by federal funds, either in whole or in part, then any federal regulation related to the federal funding, including CFR Appendix II to Part 200, will supersede this Attachment A.
4. **RECORDS ADMINISTRATION:** Contractor shall maintain or supervise the maintenance of all records necessary to properly account for Contractor's performance and the payments made by the State Entity to Contractor under this Contract. These records shall be retained by Contractor for at least six (6) years after final payment, or until all audits initiated within the six (6) years have been completed, whichever is later. Contractor agrees to allow, at no additional cost, the State of Utah, federal auditors, and State Entity staff, access to all such records.
5. **CERTIFY REGISTRATION AND USE OF EMPLOYMENT "STATUS VERIFICATION SYSTEM":** The Status Verification System, also referred to as "E-verify", only applies to contracts issued through a Request for Proposal process and to sole sources that are included within a Request for Proposal.
 1. Contractor certifies as to its own entity, under penalty of perjury, that Contractor has registered and is participating in the Status Verification System to verify the work eligibility status of Contractor's new employees that are employed in the State of Utah in accordance with applicable immigration laws.
 2. Contractor shall require that each of its Subcontractors certify by affidavit, as to their own entity, under penalty of perjury, that each Subcontractor has registered and is participating in the Status Verification System to verify the work eligibility status of Subcontractor's new employees that are employed in the State of Utah in accordance with applicable immigration laws.
 3. Contractor's failure to comply with this section will be considered a material breach of this Contract.
6. **CONFLICT OF INTEREST:** Contractor represents that none of its officers or employees are officers or employees of the State Entity or the State of Utah, unless disclosure has been made to the State Entity.

7. **INDEPENDENT CONTRACTOR:** Contractor and Subcontractors, in the performance of this Contract, shall act in an independent capacity and not as officers or employees or agents of the State Entity or the State of Utah.
8. **INDEMNITY:** Contractor shall be fully liable for the actions of its agents, employees, officers, partners, and Subcontractors, and shall fully indemnify, defend, and save harmless the State Entity and the State of Utah from all claims, losses, suits, actions, damages, and costs of every name and description arising out of Contractor's performance of this Contract to the extent caused by any intentional wrongful act or negligence of Contractor, its agents, employees, officers, partners, or Subcontractors, without limitation; provided, however, that the Contractor shall not indemnify for that portion of any claim, loss, or damage arising hereunder due to the sole fault of the State Entity. The parties agree that if there are any limitations of the Contractor's liability, including a limitation of liability clause for anyone for whom the Contractor is responsible, such limitations of liability will not apply to injuries to persons, including death, or to damages to property.
9. **EMPLOYMENT PRACTICES:** Contractor agrees to abide by federal and state employment laws, including: (i) Title VI and VII of the Civil Rights Act of 1964 (42 U.S.C. 2000e), which prohibits discrimination against any employee or applicant for employment or any applicant or recipient of services, on the basis of race, religion, color, or national origin; (ii) Executive Order No. 11246, as amended, which prohibits discrimination on the basis of sex; (iii) 45 CFR 90, which prohibits discrimination on the basis of age; (iv) Section 504 of the Rehabilitation Act of 1973, or the Americans with Disabilities Act of 1990, which prohibits discrimination on the basis of disabilities; and (v) Utah's Executive Order 2019-1, dated February 5, 2019, which prohibits unlawful harassment in the workplace. Contractor further agrees to abide by any other laws, regulations, or orders that prohibit the discrimination of any kind by any of Contractor's employees.
10. **AMENDMENTS:** This Contract may only be amended by the mutual written agreement of the parties, which amendment will be attached to this Contract. Automatic renewals will not apply to this Contract, even if listed elsewhere in this Contract.
11. **DEBARMENT:** Contractor certifies that it is not presently nor has ever been debarred, suspended, or proposed for debarment by any governmental department or agency, whether international, national, state, or local. Contractor must notify the State Entity within thirty (30) days if debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in any contract by any governmental entity during this Contract.
12. **TERMINATION:** This Contract may be terminated, with cause by either party, in advance of the specified expiration date, upon written notice given by the other party. The party in violation will be given ten (10) days after written notification to correct and cease the violations, after which this Contract may be terminated for cause immediately and is subject to the remedies listed below. This Contract may also be terminated without cause (for convenience), in advance of the specified expiration date, by the State Entity, upon thirty (30) days written termination notice being given to the Contractor. The State Entity and the Contractor may terminate this Contract, in whole or in part, at any time, by mutual agreement in writing. On termination of this Contract, all accounts and payments will be processed according to the financial arrangements set forth herein for approved Services ordered prior to date of termination.

Contractor shall be compensated for the Services properly performed under this Contract up to the effective date of the notice of termination. Contractor agrees that in the event of such termination for cause or without cause, Contractor's sole remedy and monetary recovery from the State Entity or the State of Utah is limited to full payment for all Services properly performed as authorized under this Contract up to the date of termination as well as any reasonable monies owed as a result of Contractor having to terminate other contracts necessarily and appropriately entered into by Contractor pursuant to this Contract. In no event shall the State Entity be liable to the Contractor for compensation for any services neither requested by the State nor satisfactorily performed by the Contractor. In no event shall the State Entity's exercise of its right to terminate this Contract for convenience relieve the Contractor of any liability to the State Entity for any damages or claims arising under this Contract.
13. **NONAPPROPRIATION OF FUNDS, REDUCTION OF FUNDS, OR CHANGES IN LAW:** Upon thirty (30) days written notice delivered to the Contractor, this Contract may be terminated in whole or in part at the sole discretion of the State Entity, if the State Entity reasonably determines that: (i) a change in Federal or State legislation or applicable laws materially affects the ability of either party to perform under the terms of this Contract; or (ii) that a change in available funds affects the State Entity's ability to pay under this Contract. A change of available funds as used in this paragraph includes, but is not limited to, a change in Federal or State funding, whether as a result of a legislative act or by order of the President or the Governor.

If a written notice is delivered under this section, the State Entity will reimburse Contractor for the Services properly ordered until the effective date of said notice. The State Entity will not be liable for any performance, commitments, penalties, or liquidated damages that accrue after the effective date of said written notice.
14. **SUSPENSION OF WORK:** Should circumstances arise which would cause the State Entity to suspend Contractor's responsibilities under this Contract, but not terminate this Contract, this will be done by written notice. Contractor's responsibilities may be reinstated upon advance formal written notice from the State Entity.
15. **SALES TAX EXEMPTION:** The Services under this Contract will be paid for from the State Entity's funds and used in the exercise of the State Entity's essential functions as a State of Utah entity. Upon request, the State Entity will provide Contractor with its sales tax exemption number. It is Contractor's responsibility to request the State Entity's sales tax exemption number. It also is Contractor's sole responsibility to ascertain whether any tax deduction or benefits apply to any aspect of this Contract.
16. **CONTRACTOR'S INSURANCE RESPONSIBILITY.** The Contractor shall maintain the following insurance coverage:
 - a. Workers' compensation insurance during the term of this Contract for all its employees and any Subcontractor employees related to this Contract. Workers' compensation insurance shall cover full liability under the workers' compensation laws of the jurisdiction in which the work is performed at the statutory limits required by said jurisdiction.

- b. Commercial general liability [CGL] insurance from an insurance company authorized to do business in the State of Utah. The limits of the CGL insurance policy will be no less than one million dollars (\$1,000,000.00) per person per occurrence and three million dollars (\$3,000,000.00) aggregate.
- c. Commercial automobile liability [CAL] insurance from an insurance company authorized to do business in the State of Utah. The CAL insurance policy must cover bodily injury and property damage liability and be applicable to all vehicles used in your performance of Services under this Agreement whether owned, non-owned, leased, or hired. The minimum liability limit must be \$1 million per occurrence, combined single limit. The CAL insurance policy is required if Contractor will use a vehicle in the performance of this Contract.
- d. Other insurance policies required in the Solicitation.

Certificate of Insurance, showing up-to-date coverage, shall be on file with the State Entity before the Contract may commence.

The State reserves the right to require higher or lower insurance limits where warranted. Failure to provide proof of insurance as required will be deemed a material breach of this Contract. Contractor's failure to maintain this insurance requirement for the term of this Contract will be grounds for immediate termination of this Contract.

17. RESERVED.

18. PUBLIC INFORMATION: Contractor agrees that this Contract, related purchase orders, related pricing documents, and invoices will be public documents and may be available for public and private distribution in accordance with the State of Utah's Government Records Access and Management Act (GRAMA). Contractor gives the State Entity and the State of Utah express permission to make copies of this Contract, related sales orders, related pricing documents, and invoices in accordance with GRAMA. Except for sections identified in writing by Contractor and expressly approved by the State of Utah Division of Purchasing and General Services, Contractor also agrees that the Contractor's Proposal to the Solicitation will be a public document, and copies may be given to the public as permitted under GRAMA. The State Entity and the State of Utah are not obligated to inform Contractor of any GRAMA requests for disclosure of this Contract, related purchase orders, related pricing documents, or invoices.

19. DELIVERY: All deliveries under this Contract will be F.O.B. destination with all transportation and handling charges paid for by Contractor. Responsibility and liability for loss or damage will remain with Contractor until final inspection and acceptance when responsibility will pass to the State Entity, except as to latent defects or fraud. Contractor shall strictly adhere to the delivery and completion schedules specified in this Contract.

20. ACCEPTANCE AND REJECTION: The State Entity shall have thirty (30) days after the performance of the Services to perform an inspection of the Services to determine whether the Services conform to the standards specified in the Solicitation and this Contract prior to acceptance of the Services by the State Entity.

If Contractor delivers nonconforming Services, the State Entity may, at its option and at Contractor's expense: (i) return the Services for a full refund; (ii) require Contractor to promptly correct or reperform the nonconforming Services subject to the terms of this Contract; or (iii) obtain replacement Services from another source, subject to Contractor being responsible for any cover costs.

21. INVOICING: Contractor will submit invoices within thirty (30) days of Contractor's performance of the Services to the State Entity. The contract number shall be listed on all invoices, freight tickets, and correspondence relating to this Contract. The prices paid by the State Entity will be those prices listed in this Contract, unless Contractor offers a prompt payment discount within its Proposal or on its invoice. The State Entity has the right to adjust or return any invoice reflecting incorrect pricing.

22. PAYMENT: Payments are to be made within thirty (30) days after a correct invoice is received. All payments to Contractor will be remitted by mail, electronic funds transfer, or the State of Utah's Purchasing Card (major credit card). If payment has not been made after sixty (60) days from the date a correct invoice is received by the State Entity, then interest may be added by Contractor as prescribed in the Utah Prompt Payment Act. The acceptance by Contractor of final payment, without a written protest filed with the State Entity within ten (10) business days of receipt of final payment, shall release the State Entity and the State of Utah from all claims and all liability to the Contractor. The State Entity's payment for the Services shall not be deemed an acceptance of the Services and is without prejudice to any and all claims that the State Entity or the State of Utah may have against Contractor. The State of Utah and the State Entity will not allow the Contractor to charge end users electronic payment fees of any kind.

23. TIME IS OF THE ESSENCE: The Services shall be completed by any applicable deadline stated in this Contract. For all Services, time is of the essence. Contractor shall be liable for all reasonable damages to the State Entity, the State of Utah, and anyone for whom the State of Utah may be liable as a result of Contractor's failure to timely perform the Services required under this Contract.

24. CHANGES IN SCOPE: Any changes in the scope of the Services to be performed under this Contract shall be in the form of a written amendment to this Contract, mutually agreed to and signed by both parties, specifying any such changes, fee adjustments, any adjustment in time of performance, or any other significant factors arising from the changes in the scope of Services.

25. PERFORMANCE EVALUATION: The State Entity may conduct a performance evaluation of Contractor's Services, including Contractor's Subcontractors. Results of any evaluation may be made available to Contractor upon request.

26. **STANDARD OF CARE:** The Services of Contractor and its Subcontractors shall be performed in accordance with the standard of care exercised by licensed members of their respective professions having substantial experience providing similar services which similarities include the type, magnitude, and complexity of the Services that are the subject of this Contract. Contractor shall be liable to the State Entity and the State of Utah for claims, liabilities, additional burdens, penalties, damages, or third party claims (e.g., another Contractor's claim against the State of Utah), to the extent caused by wrongful acts, errors, or omissions that do not meet this standard of care.
27. **REVIEWS:** The State Entity reserves the right to perform plan checks, plan reviews, other reviews, and/or comment upon the Services of Contractor. Such reviews do not waive the requirement of Contractor to meet all of the terms and conditions of this Contract.
28. **ASSIGNMENT:** Contractor may not assign, sell, transfer, subcontract or sublet rights, or delegate any right or obligation under this Contract, in whole or in part, without the prior written approval of the State Entity.
29. **REMEDIES:** Any of the following events will constitute cause for the State Entity to declare Contractor in default of this Contract: (i) Contractor's non-performance of its contractual requirements and obligations under this Contract; or (ii) Contractor's material breach of any term or condition of this Contract. The State Entity may issue a written notice of default providing a ten (10) day period in which Contractor will have an opportunity to cure. Time allowed for cure will not diminish or eliminate Contractor's liability for damages. If the default remains after Contractor has been provided the opportunity to cure, the State Entity may do one or more of the following: (i) exercise any remedy provided by law or equity; (ii) terminate this Contract; (iii) impose liquidated damages, if liquidated damages are listed in this Contract; (iv) debar/suspend Contractor from receiving future contracts from the State Entity or the State of Utah; or (v) demand a full refund of any payment that the State Entity has made to Contractor under this Contract for Services that do not conform to this Contract.
30. **FORCE MAJEURE:** Neither party to this Contract will be held responsible for delay or default caused by fire, riot, act of God, and/or war which is beyond that party's reasonable control. The State Entity may terminate this Contract after determining such delay will prevent successful performance of this Contract.
31. **CONFIDENTIALITY:** If Confidential Information is disclosed to Contractor, Contractor shall: (i) advise its agents, officers, employees, partners, and Subcontractors of the obligations set forth in this Contract; (ii) keep all Confidential Information strictly confidential; and (iii) not disclose any Confidential Information received by it to any third parties. Contractor will promptly notify the State Entity of any potential or actual misuse or misappropriation of Confidential Information.
- Contractor shall be responsible for any breach of this duty of confidentiality, including any required remedies and/or notifications under applicable law. Contractor shall indemnify, hold harmless, and defend the State Entity and the State of Utah, including anyone for whom the State Entity or the State of Utah is liable, from claims related to a breach of this duty of confidentiality, including any notification requirements, by Contractor or anyone for whom the Contractor is liable.
- Upon termination or expiration of this Contract, Contractor will return all copies of Confidential Information to the State Entity or certify, in writing, that the Confidential Information has been destroyed. This duty of confidentiality shall be ongoing and survive the termination or expiration of this Contract.
32. **PUBLICITY:** Contractor shall submit to the State Entity for written approval all advertising and publicity matters relating to this Contract. It is within the State Entity's sole discretion whether to provide approval, which must be done in writing.
33. **CONTRACT INFORMATION:** Contractor shall provide information regarding job vacancies to the State of Utah Department of Workforce Services, which may be posted on the Department of Workforce Services website. Posted information shall include the name and contact information for job vacancies. This information shall be provided to the State of Utah Department of Workforce Services for the duration of this Contract. This requirement does not preclude Contractor from advertising job openings in other forums throughout the State of Utah.
34. **INDEMNIFICATION RELATING TO INTELLECTUAL PROPERTY:** Contractor will indemnify and hold the State Entity and the State of Utah harmless from and against any and all damages, expenses (including reasonable attorneys' fees), claims, judgments, liabilities, and costs in any action or claim brought against the State Entity or the State of Utah for infringement of a third party's copyright, trademark, trade secret, or other proprietary right. The parties agree that if there are any limitations of Contractor's liability, such limitations of liability will not apply to this section.
35. **OWNERSHIP IN CUSTOM DELIVERABLES:** In the event that Contractor provides Custom Deliverables to the State Entity, pursuant to this Contract, Contractor grants the ownership in Custom Deliverables, which have been developed and delivered by Contractor exclusively for the State Entity and are specifically within the framework of fulfilling Contractor's contractual obligations under this contract. Custom Deliverables shall be deemed work made for hire, such that all intellectual property rights, title and interest in the Custom Deliverables shall pass to the State Entity, to the extent that the Custom Deliverables are not recognized as work made for hire, Contractor hereby assigns to the State Entity any and all copyrights in and to the Custom Deliverables, subject to the following:
1. Contractor has received payment for the Custom Deliverables,
 2. Each party will retain all rights to patents, utility models, mask works, copyrights, trademarks, trade secrets, and any other form of protection afforded by law to inventions, models, designs, technical information, and applications ("Intellectual Property Rights") that it owned or controlled prior to the effective date of this contract or that it develops or acquires from activities independent of the services performed under this contract ("Background IP"), and
 3. Contractor will retain all right, title, and interest in and to all Intellectual Property Rights in or related to the services, or tangible components thereof, including but not limited to (a) all know-how, intellectual property, methodologies, processes, technologies, algorithms, software, or development tools used in performing the Services (collectively, the "Utilities"), and (b) such ideas, concepts, know-how, processes and reusable reports, designs, charts, plans, specifications, documentation, forms, templates, or output which are supplied or otherwise used by or on behalf of Contractor in the course of performing

the Services or creating the Custom Deliverables, other than portions that specifically incorporate proprietary or Confidential Information or Custom Deliverables of the State Entity (collectively, the "Residual IP"), even if embedded in the Custom Deliverables.

4. Custom Deliverables, not including Contractor's Intellectual Property Rights, Background IP, and Residual IP, may not be marketed or distributed without written approval by the State Entity.

Contractor agrees to grant to the State Entity a perpetual, irrevocable, royalty-free license to use Contractor's Background IP, Utilities, and Residual IP, as defined above, solely for the State Entity and the State of Utah to use the Custom Deliverables. The State Entity reserves a royalty-free, nonexclusive, and irrevocable license to reproduce, publish, or otherwise use and to authorize others to use, for the State Entity's and the State of Utah's internal purposes, such Custom Deliverables. For the Goods delivered that consist of Contractor's scripts and code and are not considered Custom Deliverables or Work Product, for any reason whatsoever, Contractor grants the State Entity a non-exclusive, non-transferable, irrevocable, perpetual right to use, copy, and create derivative works from such, without the right to sublicense, for the State Entity's and the State of Utah's internal business operation under this Contract. The State Entity and the State of Utah may not participate in the transfer or sale of, create derivative works from, or in any way exploit Contractor's Intellectual Property Rights, in whole or in part.

36. **OWNERSHIP IN INTELLECTUAL PROPERTY:** The State Entity and Contractor agree that each has no right, title, interest, proprietary or otherwise in the intellectual property owned or licensed by the other, unless otherwise agreed upon by the parties in writing. All deliverables, documents, records, programs, data, articles, memoranda, and other materials not developed or licensed by Contractor prior to the execution of this Contract, but specifically created or manufactured under this Contract shall be considered work made for hire, and Contractor shall transfer any ownership claim to the State Entity.
37. **WAIVER:** A waiver of any right, power, or privilege shall not be construed as a waiver of any subsequent right, power, or privilege.
38. **ATTORNEY'S FEES:** In the event of any judicial action to enforce rights under this Contract, the prevailing party shall be entitled its costs and expenses, including reasonable attorney's fees incurred in connection with such action.
39. **PROCUREMENT ETHICS:** Contractor understands that a person who is interested in any way in the sale of any supplies, services, construction, or insurance to the State of Utah is violating the law if the person gives or offers to give any compensation, gratuity, contribution, loan, reward, or any promise thereof to any person acting as a procurement officer on behalf of the State of Utah, or to any person in any official capacity participates in the procurement of such supplies, services, construction, or insurance, whether it is given for their own use or for the use or benefit of any other person or organization.
40. **DISPUTE RESOLUTION:** Prior to either party filing a judicial proceeding, the parties agree to participate in the mediation of any dispute. The State Entity, after consultation with the Contractor, may appoint an expert or panel of experts to assist in the resolution of a dispute. If the State Entity appoints such an expert or panel, State Entity and Contractor agree to cooperate in good faith in providing information and documents to the expert or panel in an effort to resolve the dispute.
41. **ORDER OF PRECEDENCE:** In the event of any conflict in the terms and conditions in this Contract, the order of precedence shall be: (i) this Attachment A; (ii) Contract Signature Page(s); (iii) the State of Utah's additional terms and conditions, if any; (iv) any other attachment listed on the Contract Signature Page(s); and (v) Contractor's terms and conditions that are attached to this Contract, if any. Any provision attempting to limit the liability of Contractor or limit the rights of the State Entity or the State of Utah must be in writing and attached to this Contract or it is rendered null and void.
42. **SURVIVAL OF TERMS:** Termination or expiration of this Contract shall not extinguish or prejudice the State Entity's right to enforce this Contract with respect to any default or defect in the Services that has not been cured.
43. **SEVERABILITY:** The invalidity or unenforceability of any provision, term, or condition of this Contract shall not affect the validity or enforceability of any other provision, term, or condition of this Contract, which shall remain in full force and effect.
44. **ENTIRE AGREEMENT:** This Contract constitutes the entire agreement between the parties and supersedes any and all other prior and contemporaneous agreements and understandings between the parties, whether oral or written.

(Revised May 13, 2019)

Box Elder County Predation Management Plan -2024-

Thank you for the contract allowing the Department of Agriculture and Food to match up to 50% of the County contracted amount for predation management in Box Elder County.

The plan of work is as follows:

Box Elder County will participate in the Predator Damage Control Fund (PDCF) program at the rate of \$22,800 annually. UDAF will reimburse the county for 50% of the request, not to exceed the total annual contract portion of \$11,400. The funds provided by the producer's and County will be deposited in the PDCF account. They will be allocated and used within Box Elder County and will be administered by the UDAF for aerial predator management. The check should be made out to PDCF and sent to PO Box #146500 Salt Lake City, UT 84114-6500 for deposit by the Utah Wool Grower's Association (UWGA).

Included with this paperwork is a tracking form to log producer's and County contributions to this program, please return this form with payment to better provide accountability to the program participants.



State of Utah

SPENCER J. COX
Governor

DEIDRE M. HENDERSON
Lieutenant Governor

Department of Agriculture and Food

CRAIG W. BUTTARS
Commissioner

KELLY PEHRSON
Deputy Commissioner

LEANN HUNTING
Director, Animal Industry

To: Predator Damage Control Fund (PDCF) participants

Subject: March 31, 2024 Deadline to receive matching funds for predator damage management
Each year the Utah Department of Agriculture and Food (UDAF) and the Division of Wildlife Resources (DWR) fund a program in which producers can contribute funds toward a predator damage management program, PDCF, and have their funds matched through the Counties. The program is administered by UDAF in cooperation with DWR. To maximize the allotted funds and to provide the best possible service we can, we are asking that all PDCF funds from the Counties be sent in and received at the UDAF main office no later than March 31, 2024. If we do not receive your funds and signed contract by this date, your potential matching funds will become available to other counties for use and your county may NOT be able to participate in the matching fund program. The check for the PDCF funds should be sent to Utah Department of Ag and Food, PO Box #146500 Salt Lake City, UT 84114-6500. Please send the signed State of Utah contract to Brian Tea at PO Box #146500 Salt Lake City, UT 84114-6500 OR scan and email to Brian at btea@utah.gov.

Each year there are funds "left on the table" that could be used to benefit livestock producers within the Counties. This is due to Counties signing the contracts for a specific amount of money, and then not fully funding or not providing the funds for them at all. Any unpaid contract funds will be available for other counties to use after the deadline of April 1, 2024; these funds will be available until exhausted. Any funds distributed after the deadline will be allocated as decided by the Wool Grower's Presidency.

Also, you will be receiving a tracking form with the contract. This form will help us track which producer's put money towards the program and thus, we can make sure that we provide the amount of service they paid for. This form is required to be with the payment when submitted.

Thank you in advance for your cooperation, I think this will enable us to provide more services to you and will maximize the funds set aside for predator management.

If you have any questions, please feel free to contact me at the number listed below.

Cole Selman
Predator Program Director
UDAF, Animal Industry
(385) 222-6790

Producer Name:

Cell Number:

Amount Collected:

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Contract # _____

STATE OF UTAH CONTRACT

1. CONTRACTING PARTIES: This contract is between the following agency of the State of Utah: Department Name: Department of Agriculture and Food Agency Code: 570 Division Name: Administrative Services, referred to as the State Entity, and the following Contractor:

Box Elder County

Name
1 S. Main Street

Address
Brigham City UT 84302

City State Zip

- LEGAL STATUS OF CONTRACTOR
- Sole Proprietor
 - Non-Profit Corporation
 - For-Profit Corporation
 - Partnership
 - Government Agency

Contact Person: Kelly Pehrson Phone # 801-982-2202 Email: kwpehrson@utah.gov
Vendor # VC0000128922 Commodity Code # 96102

2. GENERAL PURPOSE OF CONTRACT: The general purpose of this contract is to provide: Predator control as outlined in the attached Box Elder County Predation Management Plan.

3. PROCUREMENT: This contract is entered into as a result of the procurement process on RX# _____, FY _____, Bid# _____, or other method: _____.

4. CONTRACT PERIOD: Effective Date: 7/1/23 Termination Date: 6/30/24 unless terminated early or extended in accordance with the terms and conditions of this contract. Renewal options (if any): _____.

5. CONTRACT COSTS: CONTRACTOR will be paid a maximum of \$11,400 for costs authorized by this contract. Prompt Payment Discount (if any): _____. Additional information regarding costs: _____.

6. ATTACHMENT A: State of Utah Standard Terms and Conditions for Goods or Services
ATTACHMENT B: County Predation Management Plan
ATTACHMENT C: UDAF Program Participation Letter
ATTACHMENT D: Producer County Match Form
Any conflicts between Attachment A and the other Attachments will be resolved in favor of Attachment A.

7. DOCUMENTS INCORPORATED INTO THIS CONTRACT BY REFERENCE BUT NOT ATTACHED:
a. All other governmental laws, regulations, or actions applicable to the goods and/or services authorized by this contract.
b. Utah State Procurement Code, Procurement Rules, and Contractor's response to Bid # _____ dated _____.

8. Each signatory below represents that he or she has the requisite authority to enter into this contract.

The parties sign and cause this contract to be executed. This contract is not fully executed until the State of Utah Approving Authorities have signed this contract.

CONTRACTOR

STATE

Contractor's signature Date

Agency's signature Date

Type or Print Name and Title

STATE OF UTAH APPROVING AUTHORITIES

Finance Director Date

<u>Kelly Pehrson</u>	<u>801-982-2202</u>	<u>kwpehrson@utah.gov</u>
Agency Contact Person	Telephone Number	Email

ATTACHMENT A: STATE OF UTAH STANDARD TERMS AND CONDITIONS FOR SERVICES

This is for a contract for services (including professional services) meaning the furnishing of labor, time, or effort by a contractor.

1. **DEFINITIONS:** The following terms shall have the meanings set forth below:
 - a) "**Confidential Information**" means information that is deemed as confidential under applicable state and federal laws, including personal information. The State Entity reserves the right to identify, during and after this Contract, additional reasonable types of categories of information that must be kept confidential under federal and state laws.
 - b) "**Contract**" means the Contract Signature Page(s), including all referenced attachments and documents incorporated by reference. The term "Contract" may include any purchase orders that result from this Contract.
 - c) "**Contract Signature Page(s)**" means the State of Utah cover page(s) that the State Entity and Contractor sign.
 - d) "**Contractor**" means the individual or entity delivering the Services identified in this Contract. The term "Contractor" shall include Contractor's agents, officers, employees, and partners.
 - e) "**Custom Deliverable**" means the Work Product that Contractor is required to deliver to the State Entity under this Contract.
 - f) "**Services**" means the furnishing of labor, time, or effort by Contractor pursuant to this Contract. Services include, but are not limited to, all of the deliverable(s) (including Custom Deliverable, supplies, equipment, or commodities) that result from Contractor performing the Services pursuant to this Contract. Services include those professional services identified in Section 63G-6a-103 of the Utah Procurement Code.
 - g) "**Proposal**" means Contractor's response to the State Entity's Solicitation.
 - h) "**Solicitation**" means the documents used by the State Entity to obtain Contractor's Proposal.
 - i) "**State Entity**" means the department, division, office, bureau, agency, or other organization identified on the Contract Signature Page(s).
 - j) "**State of Utah**" means the State of Utah, in its entirety, including its institutions, agencies, departments, divisions, authorities, instrumentalities, boards, commissions, elected or appointed officers, employees, agents, and authorized volunteers.
 - k) "**Subcontractors**" means subcontractors or subconsultants at any tier that are under the direct or indirect control or responsibility of the Contractor, and includes all independent contractors, agents, employees, authorized resellers, or anyone else for whom the Contractor may be liable at any tier, including a person or entity that is, or will be, providing or performing an essential aspect of this Contract, including Contractor's manufacturers, distributors, and suppliers.
 - l) "**Work Product**" means every invention, modification, discovery, design, development, customization, configuration, improvement, process, software program, work of authorship, documentation, formula, datum, technique, know how, secret, or intellectual property right whatsoever or any interest therein (whether patentable or not patentable or registerable under copyright or similar statutes or subject to analogous protection) that is specifically made, conceived, discovered, or reduced to practice by Contractor or Contractor's Subcontractors (either alone or with others) pursuant to this Contract. Work Product shall be considered a work made for hire under federal, state, and local laws; and all interest and title shall be transferred to and owned by the State Entity. Notwithstanding anything in the immediately preceding sentence to the contrary, Work Product does not include any State Entity intellectual property, Contractor's intellectual property (that it owned or licensed prior to this Contract) or Third Party intellectual property.
2. **GOVERNING LAW AND VENUE:** This Contract shall be governed by the laws, rules, and regulations of the State of Utah. Any action or proceeding arising from this Contract shall be brought in a court of competent jurisdiction in the State of Utah. Venue shall be in Salt Lake City, in the Third Judicial District Court for Salt Lake County.
3. **LAWS AND REGULATIONS:** At all times during this Contract, Contractor and all Procurement Items delivered and/or performed under this Contract will comply with all applicable federal and state constitutions, laws, rules, codes, orders, and regulations, including applicable licensure and certification requirements. If this Contract is funded by federal funds, either in whole or in part, then any federal regulation related to the federal funding, including CFR Appendix II to Part 200, will supersede this Attachment A.
4. **RECORDS ADMINISTRATION:** Contractor shall maintain or supervise the maintenance of all records necessary to properly account for Contractor's performance and the payments made by the State Entity to Contractor under this Contract. These records shall be retained by Contractor for at least six (6) years after final payment, or until all audits initiated within the six (6) years have been completed, whichever is later. Contractor agrees to allow, at no additional cost, the State of Utah, federal auditors, and State Entity staff, access to all such records.
5. **CERTIFY REGISTRATION AND USE OF EMPLOYMENT "STATUS VERIFICATION SYSTEM":** The Status Verification System, also referred to as "E-verify", only applies to contracts issued through a Request for Proposal process and to sole sources that are included within a Request for Proposal.
 1. Contractor certifies as to its own entity, under penalty of perjury, that Contractor has registered and is participating in the Status Verification System to verify the work eligibility status of Contractor's new employees that are employed in the State of Utah in accordance with applicable immigration laws.
 2. Contractor shall require that each of its Subcontractors certify by affidavit, as to their own entity, under penalty of perjury, that each Subcontractor has registered and is participating in the Status Verification System to verify the work eligibility status of Subcontractor's new employees that are employed in the State of Utah in accordance with applicable immigration laws.
 3. Contractor's failure to comply with this section will be considered a material breach of this Contract.
6. **CONFLICT OF INTEREST:** Contractor represents that none of its officers or employees are officers or employees of the State Entity or the State of Utah, unless disclosure has been made to the State Entity.

7. **INDEPENDENT CONTRACTOR:** Contractor and Subcontractors, in the performance of this Contract, shall act in an independent capacity and not as officers or employees or agents of the State Entity or the State of Utah.
8. **INDEMNITY:** Contractor shall be fully liable for the actions of its agents, employees, officers, partners, and Subcontractors, and shall fully indemnify, defend, and save harmless the State Entity and the State of Utah from all claims, losses, suits, actions, damages, and costs of every name and description arising out of Contractor's performance of this Contract to the extent caused by any intentional wrongful act or negligence of Contractor, its agents, employees, officers, partners, or Subcontractors, without limitation; provided, however, that the Contractor shall not indemnify for that portion of any claim, loss, or damage arising hereunder due to the sole fault of the State Entity. The parties agree that if there are any limitations of the Contractor's liability, including a limitation of liability clause for anyone for whom the Contractor is responsible, such limitations of liability will not apply to injuries to persons, including death, or to damages to property.
9. **EMPLOYMENT PRACTICES:** Contractor agrees to abide by federal and state employment laws, including: (i) Title VI and VII of the Civil Rights Act of 1964 (42 U.S.C. 2000e), which prohibits discrimination against any employee or applicant for employment or any applicant or recipient of services, on the basis of race, religion, color, or national origin; (ii) Executive Order No. 11246, as amended, which prohibits discrimination on the basis of sex; (iii) 45 CFR 90, which prohibits discrimination on the basis of age; (iv) Section 504 of the Rehabilitation Act of 1973, or the Americans with Disabilities Act of 1990, which prohibits discrimination on the basis of disabilities; and (v) Utah's Executive Order 2019-1, dated February 5, 2019, which prohibits unlawful harassment in the workplace. Contractor further agrees to abide by any other laws, regulations, or orders that prohibit the discrimination of any kind by any of Contractor's employees.
10. **AMENDMENTS:** This Contract may only be amended by the mutual written agreement of the parties, which amendment will be attached to this Contract. Automatic renewals will not apply to this Contract, even if listed elsewhere in this Contract.
11. **DEBARMENT:** Contractor certifies that it is not presently nor has ever been debarred, suspended, or proposed for debarment by any governmental department or agency, whether international, national, state, or local. Contractor must notify the State Entity within thirty (30) days if debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in any contract by any governmental entity during this Contract.
12. **TERMINATION:** This Contract may be terminated, with cause by either party, in advance of the specified expiration date, upon written notice given by the other party. The party in violation will be given ten (10) days after written notification to correct and cease the violations, after which this Contract may be terminated for cause immediately and is subject to the remedies listed below. This Contract may also be terminated without cause (for convenience), in advance of the specified expiration date, by the State Entity, upon thirty (30) days written termination notice being given to the Contractor. The State Entity and the Contractor may terminate this Contract, in whole or in part, at any time, by mutual agreement in writing. On termination of this Contract, all accounts and payments will be processed according to the financial arrangements set forth herein for approved Services ordered prior to date of termination.

Contractor shall be compensated for the Services properly performed under this Contract up to the effective date of the notice of termination. Contractor agrees that in the event of such termination for cause or without cause, Contractor's sole remedy and monetary recovery from the State Entity or the State of Utah is limited to full payment for all Services properly performed as authorized under this Contract up to the date of termination as well as any reasonable monies owed as a result of Contractor having to terminate other contracts necessarily and appropriately entered into by Contractor pursuant to this Contract. In no event shall the State Entity be liable to the Contractor for compensation for any services neither requested by the State nor satisfactorily performed by the Contractor. In no event shall the State Entity's exercise of its right to terminate this Contract for convenience relieve the Contractor of any liability to the State Entity for any damages or claims arising under this Contract.
13. **NONAPPROPRIATION OF FUNDS, REDUCTION OF FUNDS, OR CHANGES IN LAW:** Upon thirty (30) days written notice delivered to the Contractor, this Contract may be terminated in whole or in part at the sole discretion of the State Entity, if the State Entity reasonably determines that: (i) a change in Federal or State legislation or applicable laws materially affects the ability of either party to perform under the terms of this Contract; or (ii) that a change in available funds affects the State Entity's ability to pay under this Contract. A change of available funds as used in this paragraph includes, but is not limited to, a change in Federal or State funding, whether as a result of a legislative act or by order of the President or the Governor.

If a written notice is delivered under this section, the State Entity will reimburse Contractor for the Services properly ordered until the effective date of said notice. The State Entity will not be liable for any performance, commitments, penalties, or liquidated damages that accrue after the effective date of said written notice.
14. **SUSPENSION OF WORK:** Should circumstances arise which would cause the State Entity to suspend Contractor's responsibilities under this Contract, but not terminate this Contract, this will be done by written notice. Contractor's responsibilities may be reinstated upon advance formal written notice from the State Entity.
15. **SALES TAX EXEMPTION:** The Services under this Contract will be paid for from the State Entity's funds and used in the exercise of the State Entity's essential functions as a State of Utah entity. Upon request, the State Entity will provide Contractor with its sales tax exemption number. It is Contractor's responsibility to request the State Entity's sales tax exemption number. It also is Contractor's sole responsibility to ascertain whether any tax deduction or benefits apply to any aspect of this Contract.
16. **CONTRACTOR'S INSURANCE RESPONSIBILITY.** The Contractor shall maintain the following insurance coverage:
 - a. Workers' compensation insurance during the term of this Contract for all its employees and any Subcontractor employees related to this Contract. Workers' compensation insurance shall cover full liability under the workers' compensation laws of the jurisdiction in which the work is performed at the statutory limits required by said jurisdiction.

- b. Commercial general liability [CGL] insurance from an insurance company authorized to do business in the State of Utah. The limits of the CGL insurance policy will be no less than one million dollars (\$1,000,000.00) per person per occurrence and three million dollars (\$3,000,000.00) aggregate.
- c. Commercial automobile liability [CAL] insurance from an insurance company authorized to do business in the State of Utah. The CAL insurance policy must cover bodily injury and property damage liability and be applicable to all vehicles used in your performance of Services under this Agreement whether owned, non-owned, leased, or hired. The minimum liability limit must be \$1 million per occurrence, combined single limit. The CAL insurance policy is required if Contractor will use a vehicle in the performance of this Contract.
- d. Other insurance policies required in the Solicitation.

Certificate of Insurance, showing up-to-date coverage, shall be on file with the State Entity before the Contract may commence.

The State reserves the right to require higher or lower insurance limits where warranted. Failure to provide proof of insurance as required will be deemed a material breach of this Contract. Contractor's failure to maintain this insurance requirement for the term of this Contract will be grounds for immediate termination of this Contract.

17. **RESERVED.**

- 18. **PUBLIC INFORMATION:** Contractor agrees that this Contract, related purchase orders, related pricing documents, and invoices will be public documents and may be available for public and private distribution in accordance with the State of Utah's Government Records Access and Management Act (GRAMA). Contractor gives the State Entity and the State of Utah express permission to make copies of this Contract, related sales orders, related pricing documents, and invoices in accordance with GRAMA. Except for sections identified in writing by Contractor and expressly approved by the State of Utah Division of Purchasing and General Services, Contractor also agrees that the Contractor's Proposal to the Solicitation will be a public document, and copies may be given to the public as permitted under GRAMA. The State Entity and the State of Utah are not obligated to inform Contractor of any GRAMA requests for disclosure of this Contract, related purchase orders, related pricing documents, or invoices.
- 19. **DELIVERY:** All deliveries under this Contract will be F.O.B. destination with all transportation and handling charges paid for by Contractor. Responsibility and liability for loss or damage will remain with Contractor until final inspection and acceptance when responsibility will pass to the State Entity, except as to latent defects or fraud. Contractor shall strictly adhere to the delivery and completion schedules specified in this Contract.
- 20. **ACCEPTANCE AND REJECTION:** The State Entity shall have thirty (30) days after the performance of the Services to perform an inspection of the Services to determine whether the Services conform to the standards specified in the Solicitation and this Contract prior to acceptance of the Services by the State Entity.
If Contractor delivers nonconforming Services, the State Entity may, at its option and at Contractor's expense: (i) return the Services for a full refund; (ii) require Contractor to promptly correct or reperform the nonconforming Services subject to the terms of this Contract; or (iii) obtain replacement Services from another source, subject to Contractor being responsible for any cover costs.
- 21. **INVOICING:** Contractor will submit invoices within thirty (30) days of Contractor's performance of the Services to the State Entity. The contract number shall be listed on all invoices, freight tickets, and correspondence relating to this Contract. The prices paid by the State Entity will be those prices listed in this Contract, unless Contractor offers a prompt payment discount within its Proposal or on its invoice. The State Entity has the right to adjust or return any invoice reflecting incorrect pricing.
- 22. **PAYMENT:** Payments are to be made within thirty (30) days after a correct invoice is received. All payments to Contractor will be remitted by mail, electronic funds transfer, or the State of Utah's Purchasing Card (major credit card). If payment has not been made after sixty (60) days from the date a correct invoice is received by the State Entity, then interest may be added by Contractor as prescribed in the Utah Prompt Payment Act. The acceptance by Contractor of final payment, without a written protest filed with the State Entity within ten (10) business days of receipt of final payment, shall release the State Entity and the State of Utah from all claims and all liability to the Contractor. The State Entity's payment for the Services shall not be deemed an acceptance of the Services and is without prejudice to any and all claims that the State Entity or the State of Utah may have against Contractor. The State of Utah and the State Entity will not allow the Contractor to charge end users electronic payment fees of any kind.
- 23. **TIME IS OF THE ESSENCE:** The Services shall be completed by any applicable deadline stated in this Contract. For all Services, time is of the essence. Contractor shall be liable for all reasonable damages to the State Entity, the State of Utah, and anyone for whom the State of Utah may be liable as a result of Contractor's failure to timely perform the Services required under this Contract.
- 24. **CHANGES IN SCOPE:** Any changes in the scope of the Services to be performed under this Contract shall be in the form of a written amendment to this Contract, mutually agreed to and signed by both parties, specifying any such changes, fee adjustments, any adjustment in time of performance, or any other significant factors arising from the changes in the scope of Services.
- 25. **PERFORMANCE EVALUATION:** The State Entity may conduct a performance evaluation of Contractor's Services, including Contractor's Subcontractors. Results of any evaluation may be made available to Contractor upon request.

26. **STANDARD OF CARE:** The Services of Contractor and its Subcontractors shall be performed in accordance with the standard of care exercised by licensed members of their respective professions having substantial experience providing similar services which similarities include the type, magnitude, and complexity of the Services that are the subject of this Contract. Contractor shall be liable to the State Entity and the State of Utah for claims, liabilities, additional burdens, penalties, damages, or third party claims (e.g., another Contractor's claim against the State of Utah), to the extent caused by wrongful acts, errors, or omissions that do not meet this standard of care.
27. **REVIEWS:** The State Entity reserves the right to perform plan checks, plan reviews, other reviews, and/or comment upon the Services of Contractor. Such reviews do not waive the requirement of Contractor to meet all of the terms and conditions of this Contract.
28. **ASSIGNMENT:** Contractor may not assign, sell, transfer, subcontract or sublet rights, or delegate any right or obligation under this Contract, in whole or in part, without the prior written approval of the State Entity.
29. **REMEDIES:** Any of the following events will constitute cause for the State Entity to declare Contractor in default of this Contract: (i) Contractor's non-performance of its contractual requirements and obligations under this Contract; or (ii) Contractor's material breach of any term or condition of this Contract. The State Entity may issue a written notice of default providing a ten (10) day period in which Contractor will have an opportunity to cure. Time allowed for cure will not diminish or eliminate Contractor's liability for damages. If the default remains after Contractor has been provided the opportunity to cure, the State Entity may do one or more of the following: (i) exercise any remedy provided by law or equity; (ii) terminate this Contract; (iii) impose liquidated damages, if liquidated damages are listed in this Contract; (iv) debar/suspend Contractor from receiving future contracts from the State Entity or the State of Utah; or (v) demand a full refund of any payment that the State Entity has made to Contractor under this Contract for Services that do not conform to this Contract.
30. **FORCE MAJEURE:** Neither party to this Contract will be held responsible for delay or default caused by fire, riot, act of God, and/or war which is beyond that party's reasonable control. The State Entity may terminate this Contract after determining such delay will prevent successful performance of this Contract.
31. **CONFIDENTIALITY:** If Confidential Information is disclosed to Contractor, Contractor shall: (i) advise its agents, officers, employees, partners, and Subcontractors of the obligations set forth in this Contract; (ii) keep all Confidential Information strictly confidential; and (iii) not disclose any Confidential Information received by it to any third parties. Contractor will promptly notify the State Entity of any potential or actual misuse or misappropriation of Confidential Information.
- Contractor shall be responsible for any breach of this duty of confidentiality, including any required remedies and/or notifications under applicable law. Contractor shall indemnify, hold harmless, and defend the State Entity and the State of Utah, including anyone for whom the State Entity or the State of Utah is liable, from claims related to a breach of this duty of confidentiality, including any notification requirements, by Contractor or anyone for whom the Contractor is liable.
- Upon termination or expiration of this Contract, Contractor will return all copies of Confidential Information to the State Entity or certify, in writing, that the Confidential Information has been destroyed. This duty of confidentiality shall be ongoing and survive the termination or expiration of this Contract.
32. **PUBLICITY:** Contractor shall submit to the State Entity for written approval all advertising and publicity matters relating to this Contract. It is within the State Entity's sole discretion whether to provide approval, which must be done in writing.
33. **CONTRACT INFORMATION:** Contractor shall provide information regarding job vacancies to the State of Utah Department of Workforce Services, which may be posted on the Department of Workforce Services website. Posted information shall include the name and contact information for job vacancies. This information shall be provided to the State of Utah Department of Workforce Services for the duration of this Contract. This requirement does not preclude Contractor from advertising job openings in other forums throughout the State of Utah.
34. **INDEMNIFICATION RELATING TO INTELLECTUAL PROPERTY:** Contractor will indemnify and hold the State Entity and the State of Utah harmless from and against any and all damages, expenses (including reasonable attorneys' fees), claims, judgments, liabilities, and costs in any action or claim brought against the State Entity or the State of Utah for infringement of a third party's copyright, trademark, trade secret, or other proprietary right. The parties agree that if there are any limitations of Contractor's liability, such limitations of liability will not apply to this section.
35. **OWNERSHIP IN CUSTOM DELIVERABLES:** In the event that Contractor provides Custom Deliverables to the State Entity, pursuant to this Contract, Contractor grants the ownership in Custom Deliverables, which have been developed and delivered by Contractor exclusively for the State Entity and are specifically within the framework of fulfilling Contractor's contractual obligations under this contract. Custom Deliverables shall be deemed work made for hire, such that all intellectual property rights, title and interest in the Custom Deliverables shall pass to the State Entity, to the extent that the Custom Deliverables are not recognized as work made for hire, Contractor hereby assigns to the State Entity any and all copyrights in and to the Custom Deliverables, subject to the following:
1. Contractor has received payment for the Custom Deliverables,
 2. Each party will retain all rights to patents, utility models, mask works, copyrights, trademarks, trade secrets, and any other form of protection afforded by law to inventions, models, designs, technical information, and applications ("Intellectual Property Rights") that it owned or controlled prior to the effective date of this contract or that it develops or acquires from activities independent of the services performed under this contract ("Background IP"), and
 3. Contractor will retain all right, title, and interest in and to all Intellectual Property Rights in or related to the services, or tangible components thereof, including but not limited to (a) all know-how, intellectual property, methodologies, processes, technologies, algorithms, software, or development tools used in performing the Services (collectively, the "Utilities"), and (b) such ideas, concepts, know-how, processes and reusable reports, designs, charts, plans, specifications, documentation, forms, templates, or output which are supplied or otherwise used by or on behalf of Contractor in the course of performing

the Services or creating the Custom Deliverables, other than portions that specifically incorporate proprietary or Confidential Information or Custom Deliverables of the State Entity (collectively, the "Residual IP"), even if embedded in the Custom Deliverables.

4. Custom Deliverables, not including Contractor's Intellectual Property Rights, Background IP, and Residual IP, may not be marketed or distributed without written approval by the State Entity.

Contractor agrees to grant to the State Entity a perpetual, irrevocable, royalty-free license to use Contractor's Background IP, Utilities, and Residual IP, as defined above, solely for the State Entity and the State of Utah to use the Custom Deliverables. The State Entity reserves a royalty-free, nonexclusive, and irrevocable license to reproduce, publish, or otherwise use and to authorize others to use, for the State Entity's and the State of Utah's internal purposes, such Custom Deliverables. For the Goods delivered that consist of Contractor's scripts and code and are not considered Custom Deliverables or Work Product, for any reason whatsoever, Contractor grants the State Entity a non-exclusive, non-transferable, irrevocable, perpetual right to use, copy, and create derivative works from such, without the right to sublicense, for the State Entity's and the State of Utah's internal business operation under this Contract. The State Entity and the State of Utah may not participate in the transfer or sale of, create derivative works from, or in any way exploit Contractor's Intellectual Property Rights, in whole or in part.

36. **OWNERSHIP IN INTELLECTUAL PROPERTY:** The State Entity and Contractor agree that each has no right, title, interest, proprietary or otherwise in the intellectual property owned or licensed by the other, unless otherwise agreed upon by the parties in writing. All deliverables, documents, records, programs, data, articles, memoranda, and other materials not developed or licensed by Contractor prior to the execution of this Contract, but specifically created or manufactured under this Contract shall be considered work made for hire, and Contractor shall transfer any ownership claim to the State Entity.
37. **WAIVER:** A waiver of any right, power, or privilege shall not be construed as a waiver of any subsequent right, power, or privilege.
38. **ATTORNEY'S FEES:** In the event of any judicial action to enforce rights under this Contract, the prevailing party shall be entitled its costs and expenses, including reasonable attorney's fees incurred in connection with such action.
39. **PROCUREMENT ETHICS:** Contractor understands that a person who is interested in any way in the sale of any supplies, services, construction, or insurance to the State of Utah is violating the law if the person gives or offers to give any compensation, gratuity, contribution, loan, reward, or any promise thereof to any person acting as a procurement officer on behalf of the State of Utah, or to any person in any official capacity participates in the procurement of such supplies, services, construction, or insurance, whether it is given for their own use or for the use or benefit of any other person or organization.
40. **DISPUTE RESOLUTION:** Prior to either party filing a judicial proceeding, the parties agree to participate in the mediation of any dispute. The State Entity, after consultation with the Contractor, may appoint an expert or panel of experts to assist in the resolution of a dispute. If the State Entity appoints such an expert or panel, State Entity and Contractor agree to cooperate in good faith in providing information and documents to the expert or panel in an effort to resolve the dispute.
41. **ORDER OF PRECEDENCE:** In the event of any conflict in the terms and conditions in this Contract, the order of precedence shall be: (i) this Attachment A; (ii) Contract Signature Page(s); (iii) the State of Utah's additional terms and conditions, if any; (iv) any other attachment listed on the Contract Signature Page(s); and (v) Contractor's terms and conditions that are attached to this Contract, if any. Any provision attempting to limit the liability of Contractor or limit the rights of the State Entity or the State of Utah must be in writing and attached to this Contract or it is rendered null and void.
42. **SURVIVAL OF TERMS:** Termination or expiration of this Contract shall not extinguish or prejudice the State Entity's right to enforce this Contract with respect to any default or defect in the Services that has not been cured.
43. **SEVERABILITY:** The invalidity or unenforceability of any provision, term, or condition of this Contract shall not affect the validity or enforceability of any other provision, term, or condition of this Contract, which shall remain in full force and effect.
44. **ENTIRE AGREEMENT:** This Contract constitutes the entire agreement between the parties and supersedes any and all other prior and contemporaneous agreements and understandings between the parties, whether oral or written.

(Revised May 13, 2019)

Box Elder County Predation Management Plan -2024-

Thank you for the contract allowing the Department of Agriculture and Food to match up to 50% of the County contracted amount for predation management in Box Elder County.

The plan of work is as follows:

Box Elder County will participate in the Predator Damage Control Fund (PDCF) program at the rate of \$22,800 annually. UDAF will reimburse the county for 50% of the request, not to exceed the total annual contract portion of \$11,400. The funds provided by the producer's and County will be deposited in the PDCF account. They will be allocated and used within Box Elder County and will be administered by the UDAF for aerial predator management. The check should be made out to PDCF and sent to PO Box #146500 Salt Lake City, UT 84114-6500 for deposit by the Utah Wool Grower's Association (UWGA).

Included with this paperwork is a tracking form to log producer's and County contributions to this program, please return this form with payment to better provide accountability to the program participants.



State of Utah

SPENCER J. COX
Governor

DEIDRE M. HENDERSON
Lieutenant Governor

Department of Agriculture and Food

CRAIG W. BUTTARS
Commissioner

KELLY PEHRSON
Deputy Commissioner

LEANN HUNTING
Director, Animal Industry

To: Predator Damage Control Fund (PDCF) participants

Subject: March 31, 2024 Deadline to receive matching funds for predator damage management
Each year the Utah Department of Agriculture and Food (UDAF) and the Division of Wildlife Resources (DWR) fund a program in which producers can contribute funds toward a predator damage management program, PDCF, and have their funds matched through the Counties. The program is administered by UDAF in cooperation with DWR. To maximize the allotted funds and to provide the best possible service we can, we are asking that all PDCF funds from the Counties be sent in and received at the UDAF main office no later than March 31, 2024. If we do not receive your funds and signed contract by this date, your potential matching funds will become available to other counties for use and your county may NOT be able to participate in the matching fund program. The check for the PDCF funds should be sent to Utah Department of Ag and Food, PO Box #146500 Salt Lake City, UT 84114-6500. Please send the signed State of Utah contract to Brian Tea at PO Box #146500 Salt Lake City, UT 84114-6500 OR scan and email to Brian at btea@utah.gov.

Each year there are funds "left on the table" that could be used to benefit livestock producers within the Counties. This is due to Counties signing the contracts for a specific amount of money, and then not fully funding or not providing the funds for them at all. Any unpaid contract funds will be available for other counties to use after the deadline of April 1, 2024; these funds will be available until exhausted. Any funds distributed after the deadline will be allocated as decided by the Wool Grower's Presidency.

Also, you will be receiving a tracking form with the contract. This form will help us track which producer's put money towards the program and thus, we can make sure that we provide the amount of service they paid for. This form is required to be with the payment when submitted.

Thank you in advance for your cooperation, I think this will enable us to provide more services to you and will maximize the funds set aside for predator management.

If you have any questions, please feel free to contact me at the number listed below.

Cole Selman
Predator Program Director
UDAF, Animal Industry
(385) 222-6790

Producer Name:

Cell Number:

Amount Collected:

1.

2.

3.

4.

5.

6.

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20.

21.

22.

ORDINANCE NO. 594

AN ORDINANCE OF BOX ELDER COUNTY AMENDING TEXT IN CHAPTER 5-3, SIGN REGULATIONS, OF THE BOX ELDER COUNTY LAND USE MANAGEMENT & DEVELOPMENT CODE.

WHEREAS, a proposal has been made to amend text in Chapter 5-3, Sign Regulations, in the Box Elder County Land Use Management & Development Code; and

WHEREAS, the Box Elder County Planning Commission scheduled a public hearing on the proposal to amend the text of the Box Elder County Land Use Management & Development code and provided a Class B notice in accordance with Section 2-2-050(B) of the Box Elder County Land Use Management and Development Code and Section 63G-30-102 of the Utah Code ; and

WHEREAS, the Box Elder County Planning Commission, after appropriate notice, held a public hearing on February 15, 2024 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 March 6, 2024, 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 B 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. The text amendment to Chapter 5-3, Sign Regulations, in the Box Elder County Land Use Management & Development Code is hereby amended 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.

EXHIBIT A

Chapter 5-3 - Sign Regulations

5-3-020. Definitions.

Changeable Copy: A sign on which text or copy is changed manually (or electronically- only for gas station price signs) but not including poster panels or painted bulletins.

5-3-050. General Regulations.

G. No electronic or digital signs are allowed in any sign zone within the unincorporated boundaries of Box Elder County, except gas station price signs.

5-3-150. Sign Types, Effects, Dimensions, Numbers, and Locations by Overlay District.

		SIGN OVERLAY DISTRICT				
		"P" = Permitted Uses; "C1" = Administrative Conditional Uses; "-" = Not permitted				
		S-1	S-2	S-3	S-4	
		SIGN TYPE				
		ON-PREMISE SIGNS				
A	1	a. Free Standing	P	P	C1	-
		b. Marquee	P	P	-	-
		c. Projecting Wall	P	P	-	-
		d. Roof	P	P	-	-
		e. Fascia	P	P	-	-
		f. Canopy	P	P	-	-

		"P" = Permitted Uses; "C1" = Administrative Conditional Uses; "-" = Not permitted	S-1	S-2	S-3	S-4	
		g. Under Canopy	P	P	-	-	
		h. Monument	P	P	-	-	
		i. Awning	P	P	-	-	
		j. Portable and Temporary	P	P	-	-	
	OFF-PREMISE SIGNS						
	2	a. Billboard	-	-	C1	-	
	SIGN EFFECTS						
B	ON-PREMISE SIGNS (BILLBOARDS EXCLUDED)						
	1	a. Identification	P	P	P	-	
		b. Illuminated	P	P	P	-	
		c. Rotating	-	P	-	-	
		d. Changeable Copy *(for on premise free standing signs only in the S-3 zone, billboard signs excluded)	P	P	P*	-	
	OFF-PREMISE SIGNS						
	2	a. Illuminated	-	-	C1	-	
SIGN DIMENSIONS							
C	1. Sign Height (in feet)	10	30	-	-		
	2. Maximum Sign Area on Premise (total in square feet)		250	-	-		
	Non-home occupation (per sign face)	40	150	-	-		
	Home occupation (total in square feet) * The following applies to S-1 only:	*16	16	-	-		

		Minimum = 2 square feet Maximum = 16 square feet 2 square feet for every ½ acre of land use zone (i.e. R-1-20 = 2 square feet, RR-2 = 8 square feet)					
		"P" = Permitted Uses; "CI" = Administrative Conditional Uses; "-" = Not permitted	S-1	S-2	S-3		
		3. Maximum Off Premise Billboard sign Height (in feet) and Maximum Sign Area (in square feet) with minimum spacing of 2,000 feet.	-	-	40 ft. 672 sq. ft.	-	
		4. Maximum On Premise Free Standing Sign Height (in feet) and Maximum Sign Area (in square feet)	-	-	30 ft. 250 sq.ft.	-	
		NUMBER OF SIGNS					
		ON-PREMISE SIGNS					
	D 1	a. Free Standing	1	1	1	-	
		b. Marquee	1	1	-	-	
		c. Projecting Wall	1	1	-	-	
		d. Roof	1	1	-	-	
		e. Fascia	1	2	-	-	
		f. Canopy	1	1	-	-	
		2	OFF-PREMISE SIGNS				
		a. Billboard	-	-	1	-	
		LOCATION OF SIGNS					
		1. Minimum Setback from Public Right-of-Way (in feet)	10	10	10	-	

E	2. Minimum Distance Between Signs Off-Premise "billboards" minimum spacing in lineal feet	-	-	2000	-
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NOTE - Signs are not permitted on public property or within the public right-of-way or above the public right-of-way.

EXHIBIT B

Chapter 5-3 - Sign Regulations

5-3-020. Definitions.

Changeable Copy: A sign on which text or copy is changed manually (or electronically) only for gas station price signs, but not including poster panels or painted bulletins.

5-3-050. General Regulations.

G. No electronic or digital signs are allowed in any sign zone within the unincorporated boundaries of Box Elder County, except gas station price signs.

5-3-150. Sign Types, Effects, Dimensions, Numbers, and Locations by Overlay District.

		SIGN OVERLAY DISTRICT					
		"P" = Permitted Uses; "C1" = Administrative Conditional Uses; "A" = Applies " - " = Not permitted					
		S-1	S-2	S-3	S-4		
A	1	SIGN TYPE					
		ON-PREMISE SIGNS					
		a. Free Standing	P	P	C1	-	
		b. Marquee	P	P	-	-	
		c. Projecting Wall	P	P	-	-	
		d. Roof	P	P	-	-	
		e. Fascia	P	P	-	-	
		f. Canopy	P	P	-	-	
		"P" = Permitted Uses; "C1" = Administrative Conditional Uses; "A" = Applies " - " = Not permitted		S-1	S-2	S-3	S-4
		g. Under Canopy	P	P	-	-	
					-		

		h. Monument	P	P	-	
		i. Awning	P	P	-	-
		j. Portable and Temporary	P	P	-	-
	2	OFF-PREMISE SIGNS				
		a. Free Standing Billboard	-	-	C1	-
		SIGN EFFECTS				
		ON-PREMISE SIGNS (BILLBOARDS EXCLUDED)				
	1	a. Identification	P	P	P	-
		b. Illuminated	P	P	P	-
		c. Rotating	-	P	P	-
		d. Changeable Copy *(for on premise free standing signs only in the S-3 zone, billboard signs excluded)	P	P	P	-
B		OFF-PREMISE SIGNS				
	2	a. Illuminated	-	-	C1	-
		b. Changeable Copy	-	-	C1	-
		SIGN DIMENSIONS				
	1	1. Sign Height (in feet)	10	30	40	-
		2. Maximum Sign Area on Premise (total in square feet)		250	672	-
		Non-home occupation (per sign face)	40	150	-	-
		Home occupation (total in square feet) * The following applies to S-1 only: Minimum = 2 square feet Maximum = 16 square feet	*16	16	-	-
C						

		2 square feet for every ½ acre of land use zone (i.e. R-1-20 = 2 square feet, RR-2 = 8 square feet)				
		"P" = Permitted Uses; "C1" = Administrative Conditional Uses; "A" = Applies " - " = Not permitted	S-1	S-2	S-3	
		3. Maximum Sign Area Off Premise Billboard sign Height (in feet) and Maximum Sign Area (in square feet) with minimum spacing of 2,000 feet. (Billboards)	-	-	40 ft. 672 sq. ft.	-
		4. Maximum On Premise Free Standing Sign Height (in feet) and Maximum Sign Area (in square feet)	-	-	30 ft. 250 sq.ft.	-
D	1	NUMBER OF SIGNS				
		ON-PREMISE SIGNS				
		a. Free Standing	1	1	1	-
		b. Marquee	1	1	-	-
		c. Projecting Wall	1	1	-	-
		d. Roof	1	1	-	-
		e. Fascia	1	2	-	-
	f. Canopy	1	1	-	-	
	2	OFF-PREMISE SIGNS				
		a. Free Standing Billboard	-	-	1	-
b. Roof		-	-	-	-	
		LOCATION OF SIGNS				
		1. Minimum Setback from Public Right-of-Way (in feet)	10	10	10	-

E	2. Minimum Distance Between Signs Off-Premise “billboards” minimum spacing in lineal feet	-	-	2000	-
----------	--	---	---	------	---

NOTE - Signs are not permitted on public property or within the public right-of-way or above the public right-of-way.

PASSED, ADOPTED AND A SYNOPSIS ORDERED PUBLISHED this 6th day of March, 2024, by the Board of County Commissioners of Box Elder County, Utah,



Commissioner Bingham
Commissioner Summers
Commissioner Perry

Voting Aye
Voting Aye
Voting Aye

[Signature]
Box Elder County Commission Chair

Attest:

[Signature]
Marla Young
Box Elder County Clerk

State of Utah)
)
)
County of Box Elder)

On this 6th day of March, 2024, personally appeared before me, the undersigned notary public, Lee Perry, 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: 10/15/2025



[Signature]
Notary Public



MODIFICATION OF GRANT OR AGREEMENT

PAGE 1 OF PAGES 9

1. U.S. FOREST SERVICE GRANT/AGREEMENT NUMBER: 21-LE-11041914-005	2. RECIPIENT/COOPERATOR GRANT or AGREEMENT NUMBER, IF ANY:	3. MODIFICATION NUMBER: 003
--	--	--------------------------------

4. NAME/ADDRESS OF U.S. FOREST SERVICE UNIT ADMINISTERING GRANT/AGREEMENT (unit name, street, city, state, and zip + 4): U.S. Forest Service, Region 4 324 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 1 S Main ST Brigham City, Utah 83402-2548	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 \$3,000.00
<input checked="" type="checkbox"/>	ADMINISTRATIVE CHANGES: Add Cooperator contact see Box 9.
<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 2024 Operating and Financial Plan

Remove Dale F. Ward as Cooperator Administrative contact.

Add
Cade Palmer
52 South 100 West *1000 West or P.O. Box 888*
Brigham City, Utah 84302-0888
435.734.3880


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): Lee Perry, 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 (Signature of Signatory Official)		11.J. DATE SIGNED	11.K. U.S. FOREST SERVICE SIGNATURE (Signature of Signatory Official)		11.L. DATE SIGNED
11.M. NAME (type or print): KEVIN POTTER			11.N. NAME (type or print): LARRY HALL		
11.O. TITLE (type or print): Sheriff			11.P. TITLE (type or print): 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: ROBERT BUTLER <small>Digitally signed by ROBERT BUTLER Date: 2024.02.21 07:58:05 -07'00'</small> ROBERT BUTLER 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 30 minutes 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 The
County of Box Elder
And the
USDA, FOREST SERVICE
UINTA-WASATCH-CACHE NATIONAL FOREST**

2024 OPERATING AND FINANCIAL PLAN

This Financial and Operating Plan (Operating Plan), is hereby made and entered into by and between the County of Box Elder, 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 and Financial 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: \$12,000.00
Current FY2024 Year Obligation: \$3,000.00
FY2024 Total Available: \$15,000.00
Mod 003

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:

Cooperator Program Contact	Cooperator Administrative Contact
Kevin Potter Sheriff Box Elder County Sheriff’s Office 52 South 1000 West Brigham City, Utah 84302-0888 (435) 734-3818 Email: kbpotter@boxeldercounty.org	Cade Palmer 52 South 1000 West Brigham City, Utah 84302-0888 435-734-3880 Email: cpalmer@boxeldercounty.org

Principal U.S. Forest Service Contacts:



U.S. Forest Service Program Manager Contact	U.S. Forest Service Administrative Contact
Ragan Hall, Supervisory Administrative Specialist 324 25th Street Ogden, UT 84401 Telephone: (801) 625-5780 Email: ragan.hall@usda.gov	Robert Butler 324 25 th ST Ogden, Utah 84401 Email: Robert.butler@usda.gov
Tawny Myers Law Enforcement Officer Ogden Ranger District 507 25th 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:

- Vehicle mileage will be paid at the prevailing rate.
- Wages at the prevailing rate plus applicable fringe benefits.

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.

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: \$15,000.00.

III. 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

IV. 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

V. 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 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 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:

Copy to: Ragan Hall at
USDA, Forest Service
ragan.hall@usda.gov

Albuquerque Service Center
Payments – Grants & Agreements
4000 Masthead St. NE
Albuquerque, NM 87109
Fax 877-687-4894
E-Mail: sm.fs.asc_ga@usda.gov



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

Category	Estimated Costs	Not to Exceed by %
Patrol Activities	\$15,000.00	
Training		
Equipment		
Special Enforcement Situations		
Total	\$15,000.00	

C. Any remaining funding in this Operating Plan may be carried forward to the next f year and will be available to spend through the term of the Cooperative Law Enforcement Agreement, or deobligated at the request of the U.S. Forest Service. *See Cooperative Law Enforcement Agreement Provision IV-C.*

Addendum A

U.S. Forest Service Fire Emergency Language & Billing Protocol Coop Law Enforcement Agreements / Operating & Financial Plan

Fire Emergencies:

During fire emergencies, the U.S. Forest Service will reimburse the County for actual costs incurred while the County is 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 roadblocks, 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 the U.S. Forest Service dispatch to the County. It is critically important that the Incident Management Team, Agency Administrator, and the Sheriff/County 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 County 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 County Sheriff, will be to attend public meetings, planning and Incident Command meetings. Eligible costs for reimbursement will include personnel time.

If meals and lodging are required for county officials, authorization must be documented using the standard fire meals and lodging authorization forms provided by the host fire unit. Cooperator personnel directly assigned to the incident by a resource order will be entitled to meals that are provided on the incident.

Administrative support (e.g. posting incident time, delivering meals, bill preparation, etc.) will be reimbursed on an actual cost basis. The County 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 prevailing wage rate as identified in the OP Provision I. B.

Billing Protocol:

Documentation required to be submitted by the County to the FS 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 Cooperative Law Enforcement Agreement and Operating & Financial Plan.
- UEI number.
- Active status in System for Award Management (SAM).
- 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 FS authorization (S# or FS 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.

BILLINGS ARE NOT TO BE SUBMITTED TO THE EMAIL SM.FS.ASC_GA@USDA.GOV UNDER THE OBLIGATION ESTABLISHED THROUGH THE COOPERATIVE LAW ENFORCEMENT AGREEMENT.

Please coordinate remittance of billings to the Albuquerque Service Center, Incident Finance Branch through the local Fire Incident Business Manager:

**Name: Kimberly Whalen,
Deputy Regional Incident Business Coordinator
c/o Great Basin Coordination Center**

Location/Address: 401 Jimmy Doolittle Road, Suite 202, Salt Lake City, UT 84116.

Email: Kimberly.whalen@usda.gov .

Invoices must include the information identified above in the Billing Protocol section in order to be processed in a timely manner.

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.

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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.