

MINUTES
BOX ELDER COUNTY COMMISSION
JUNE 7, 2023

The Board of County Commissioners of Box Elder County, Utah met in an Administrative/Operational Session at the County Courthouse, 01 South Main Street in Brigham City, Utah at 4:45 p.m. on **June 07, 2023**. The following members were present:

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

The following items were discussed:

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

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

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

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

The prayer was offered by Commissioner Perry.

The Pledge of Allegiance was led by Auditor Shirlene Larsen.

APPROVAL OF MINUTES

THE MINUTES OF THE REGULAR MEETING OF MAY 30, 2023 WERE APPROVED AS WRITTEN ON A MOTION BY COMMISSIONER PERRY, SECONDED BY COMMISSIONER BINGHAM AND UNANIMOUSLY CARRIED.

ATTACHMENT NO. 1 - AGENDA

ADMINISTRATIVE REVIEW/REPORTS/FUTURE AGENDA ITEMS – COMMISSION

CRM Tour in West Box Elder County - Commissioner Bingham

Commissioner Bingham reported he took a tour of Yost and Lynn with the CRM group to see the water and range improvements that have been made out west. He commended them on their good work and expressed appreciation.

Chairman Summers mentioned there is a company looking at Juniper to use for methane.

Pending Change in Use of BLM Land - Commissioner Bingham

Commissioner Bingham stated there is a new pending change in use of BLM land and the time for the comment period is the end of June. He said it won't change what we have to do but the county should make some comments.

FORMER AGENDA ITEMS FOLLOW-UP – COMMISSIONERS

There were no Former Agenda Items discussed.

EMERGENCY MANAGEMENT ISSUES

There were no Emergency Management Issues discussed.

ARPA

There were no ARPA items discussed.

PUBLIC INTERESTS / PRESENTATIONS / CONCERNS

Presentation of the Bear River Health Department Annual Report-Estee Hunt and Jordan Mathis

Estee Hunt and Jordan Mathis of the Bear River Health Department presented the annual report. They gave statistics of their services and spoke about their achievements and future goals. Ms. Hunt stated they became an accredited health department on March 15, 2023 and are working to

help the citizens become the healthiest in the state. There was discussion of the Big Blue Vaccination mass clinic and the progress in the remodel of the Brigham City building. They thanked Commissioner Perry for being on the board.

ATTACHMENT NO. 2 - Annual Report

UTA Update-Beth Holbrook

Beth Holbrook, UTA Trustee Representative for Box Elder County and Shewell Bishop, Director of Government Affairs, gave an update to UTA projects. They said UTA is continuing to obtain property for rights of way along the railways. They are working with Brigham City in their master plan in street formations. They thanked the Commission for their support and willingness to work on the Historic Orchard Path Project. They presented their goals and objectives as well as plans for on demand services for navigating seniors and ADA services.

COMMISSIONERS

Discussion on Animal Control Services-Commissioners

Sheriff Kevin Potter stated the county is in a hard situation as historically they have had an agreement with Tremonton and Brigham City for animal control services but shelters are full. He said they may need to consider doing something on their own and some of the small cities would be interested in the discussions. He stated it will be expensive no matter which direction it goes.

Chairman Summers recommended presenting the issue to the COG and see who's willing to put in what it takes to make things work. He mentioned they could possibly use special funding for a one time expense, but had concerns about ongoing funds. He said they are receiving a lot of complaints as there is no place for the animals to go.

There was discussion regarding space at the current jail and using inmates to care for the animals.

Cooperative Agreement #23-44 Between Box Elder County and The Utah Division of Forestry, Fire and State Lands-Commissioners

Fire Marshal Kevin Lloyd explained Agreement #23-44 is with the Utah Division of Forestry, Fire, and State Lands for the mitigation and preparedness for fire.

Chairman Summers thanked them for doing what they can to prevent massive fires.

MOTION: Commissioner Perry made a motion to approve Cooperative Agreement #23-44. The motion was seconded by Commissioner Bingham and unanimously carried on a roll call vote of Chairman Summers voting Yea, Commissioner Bingham voting Yea, and Commissioner Perry voting Yea.

ATTACHMENT NO. 3 - Agreement #23-44

Procter and Gamble Signs-Chairman Summers

Road Supervisor Darin McFarland stated there were “No Parking” signs posted across the street from Procter and Gamble. The parking has been affecting the Bear River Canals right of way along the canal banks.

Chairman Summers stated the issue was brought to their attention due to some calls to have deputies enforce the parking issues. They were unaware of parking signs.

Attorney Stephen Hadfield stated the deputies were unable to issue citations because there is not an ordinance.

There was discussion about the right of way and how it intersects with the road. There was discussion about who holds the liability if someone were to run over the signs or gets hurt.

Trevor Nelson, General Manager of the Bear River Canal Company spoke of the issues being caused to the canals because of the parking including crushing infrastructure, damaging the water conveyance systems, and erosion. He said it made operational sense to post the signs. He stated the intention was not to step on anyone's toes but follow what has been done in other areas. He felt the best way to move forward was to designate the area as a no parking area. He said they informed Procter and Gamble when the signs went up.

There was discussion of when the signs went up, the direction and size of the signs and the need to create an ordinance so there can be proper enforcement.

BUILDINGS & GROUNDS

Interlocal Cooperative Agreement #23-45 for Inspection and Plan Reviews Between Box Elder County and Fielding City-Codey Illum

Chief Building Official Codey Illum explained Agreement #23-45 is with Fielding City for the county to provide building inspection services.

MOTION: Commissioner Perry made a motion to approve Interlocal Agreement #23-45 with Fielding. The motion was seconded by Commissioner Bingham and unanimously carried on a roll call vote of Chairman Summers voting Yea, Commissioner Bingham voting Yea, and Commissioner Perry voting Yea.

ATTACHMENT NO. 4 - Agreement #23-45

FIRE DEPARTMENT

National Engine – Wildland Fire-Kevin Lloyd

Fire Marshal Kevin Lloyd stated they are looking for approval to join the National Engine Program. The program deploys wildland teams nationally throughout the year. He stated they will always keep Box Elder County as number one, but it provides additional expertise and help for our fires as well as helping others. The training received is really good and important to help build the county's program.

MOTION: Commissioner Bingham made a motion to approve participation in the National Engine Program. The motion was seconded by Commissioner Perry and unanimously carried on a roll call vote of Chairman Summers voting Yea, Commissioner Bingham voting Yea, and Commissioner Perry voting Yea.

RECORDER'S OFFICE

County Recorder Appeal Authority Ordinance #581 HB 351 (2023)-Chad Montgomery

Recorder Chad Montgomery explained Ordinance #581 was created due to HB351. The ordinance requires the county to establish an appeal authority to hear and decide appeals by the County Recorder Standards Board.

MOTION: Commissioner Perry made a motion to adopt Ordinance #581. The motion was seconded by Commissioner Bingham and unanimously carried on a roll call vote of Chairman Summers voting Yea, Commissioner Bingham voting Yea, and Commissioner Perry voting Yea.

ATTACHMENT NO. 5 - Ordinance #581

WARRANT REGISTER – COMMISSIONERS

The Warrant Register was signed and the following claims were approved: Claim numbers 120838 through 120890 with voided claim numbers 115777, 115778, and 120512 in the amount of \$824,533.46 and claim numbers 120891 through 120933 with voided claim number 119764, in the amount of \$1,684,140.95.

PERSONNEL ACTIONS/VOLUNTEER ACTION FORMS – COMMISSIONERS

Employee Name:	Department:	PA Type:	Effective Date:
WADDOUPS, ZACHARY	SHERIFF'S DEPARTMENT	TRANSFER	07/02/2023
NICHOLLS, DAVID	SHERIFF'S DEPARTMENT	TRANSFER	07/02/2023
VANWEERD, QUINTON	ROAD DEPARTMENT	COMPENSATION CHANGE	06/12/2023
FERRIN, MICKIE	SHERIFF'S DEPARTMENT	TRANSFER	06/05/2023
STODDARD, ZACHARY	SHERIFF'S DEPARTMENT	PROMOTION	05/24/2023
ESTES, JOSHUA	SHERIFF'S DEPARTMENT	NEW HIRE	06/05/2023
STANDER, JENICA	HUMAN RESOURCES	STATUS CHANGE	06/06/2023
RENNER, KYLE	ATTORNEY'S OFFICE	VOLUNTEER	06/07/2023
RENNER, KYLE	ATTORNEY'S OFFICE	NEW HIRE	06/21/2023
LLOYD, KEVIN	FIRE MARSHAL'S OFFICE	COMPENSATION CHANGE	05/01/2023
WADDOUPS, ZACHARY	CELL PHONE ALLOWANCE	SHERIFF'S OFFICE	07/03/2023

CLOSED SESSION

There was not a closed session.

ADJOURNMENT

A motion was made by Commissioner Bingham to adjourn. Commissioner Perry seconded the motion, and the meeting adjourned at 6:11 pm.

ADOPTED AND APPROVED in regular session this 21st day of June, 2023.

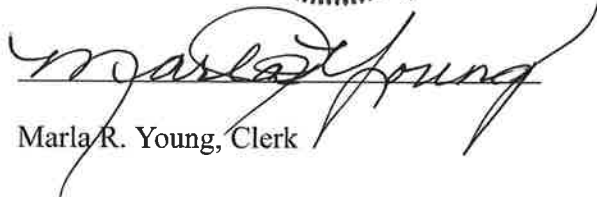

Stan Summers, Chairman


Boyd Bingham, Commissioner


Lee Perry, Commissioner

ATTEST:




Marla R. Young, Clerk



BEAR RIVER HEALTH DEPARTMENT *Annual Report*



———— 2022 ————

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Our mission

Prevent disease, promote healthy lifestyles,
and protect the community & environment.

Our vision

Healthy People in Healthy Communities

SERVICES PROVIDED BY THE BEAR RIVER HEALTH DEPARTMENT



Community
Health Services



Environmental
Health Services



Individual
& Family
Health
Services



Health
Strategy



Behavioral
Health
Services



A Glance at THE SERVICES PROVIDED BY THE BEAR RIVER HEALTH DEPARTMENT DURING 2022

 STI Cases Investigated 597 ↑ 0.34% change from last year	 TB Monitoring & Follow-up Visits 71 ↓ 29% change from last year	 TB Screenings Conducted 1,195 ↓ 4% change from last year	 Immigration Visits Conducted 188 ↑ 15% change from last year	 Immunizations Administered (non-covid) 20,638 ↓ 4% change from last year	 Vehicles That Failed Emissions Tests Repaired 97 ↓ 28% change from last year	 Vehicles That Failed Emissions Tests Replaced 10 ↓ 68% change from last year	 Food Truck Permits Issued 77 ↑ 28% change from last year	 Food Establishment Permits Issued 659 ↑ 3% change from last year
 Routine Food Site Inspections 1,135 ↑ 24% change from last year	 Food Handler Permits Issued 5,527 ↑ 2% change from last year	 Total Septic Tank Permits Granted 327 ↓ 11% change from last year	 Individual Women Served in WIC Program 765 ↑ 1% change from last year	 Individual Infants Served in WIC Program 640 ↓ 7% change from last year	 Individual Children Served in WIC Program 1,749 ↑ 1% change from last year	 Individuals Treated for Substance Abuse Disorders w/ Medication Assisted Therapy 92 ↑ 67% change from last year	 Individuals Provided Mental Health Services 251 ↑ 17% change from last year	 Individuals Provided Substance Abuse Treatment 1,085 ↓ 11% change from last year
 Behavioral Health Treatment Completion Rate 31% ↓ 8% change from last year	 Individuals Who Completed the National Diabetes Prevention Program 53 ↑ 165% change from last year	 Total Tobacco Retailers Checked for Compliance to Underage Sales Laws 161 ↑ 6% change from last year	 Prime for Life Class (Substance Misuse) Participants 186 ↑ 16% change from last year	 Reportable Communicable Disease Investigations (non-COVID & non-Flu) 569 ↑ 54% change from last year	 Medical Reserve Corps Hours Served 730 ↓ 93% change from last year	 COVID-19 Vaccines Administered by BRHD 21,082 ↓ 84% change from last year	 Individual & Family Health Services Environmental Health Services Women, Infants, & Children (WIC) Services Behavioral Health Services Community Health Services COVID Response	

Bear River Health Department BOARD OF HEALTH



Sara V. Sinclair
Retired Health Care
Administrator



Dr. Ed Redd
Retired Physician



Jeff Scott
Box Elder County
Commissioner



Kevin Hall
Owner, Peach City
Restaurant



Cade Palmer
Chief Deputy, Box Elder
County Sheriff's Office



David Zook
Cache County Executive



Cheryl Attwood
Executive Director,
Options for Independence
Box Elder, Cache & Rich
Counties



James Swink
Attorney



Bill Cox
Rich County
Commissioner

a message from

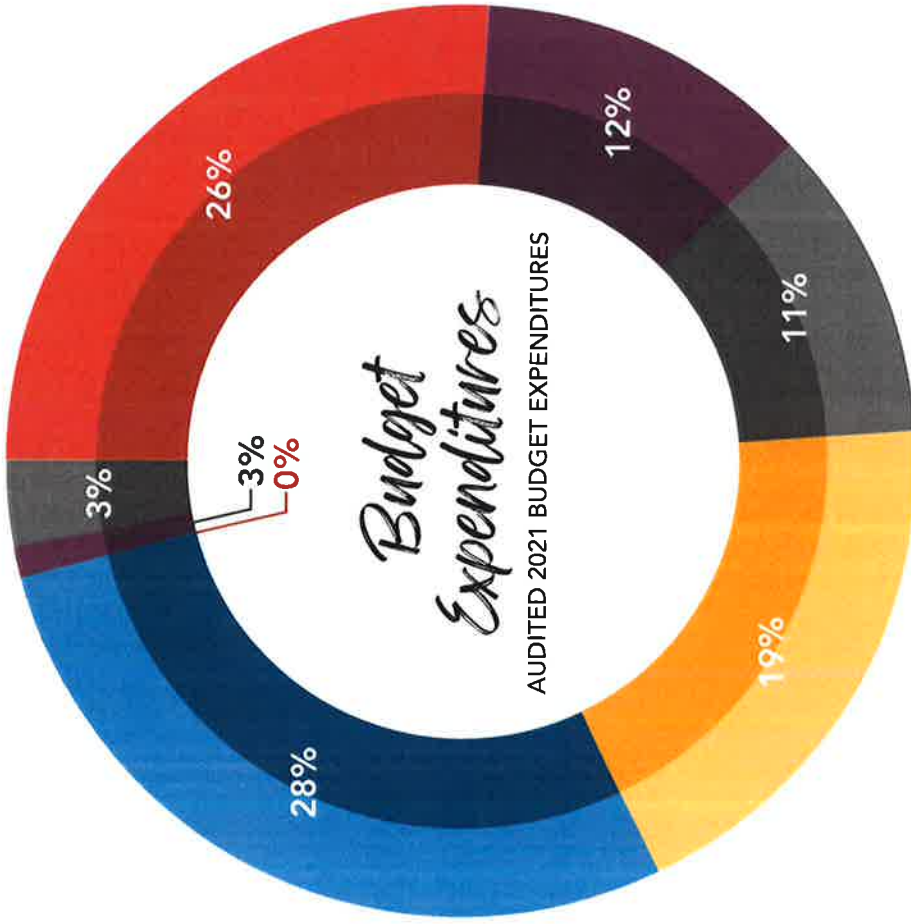
OUR DIRECTOR

W. Clement Stone said, "small hinges swing big doors." In no place is this statement more accurate than about health; in measures to protect and cultivate health, small actions have a BIG impact. At its core, a state of good health is the cumulative result of many small decisions and actions made over a lifetime. There are exceptions to this statement, but overall it is fair to say that small, consistent steps drive good health. Small things like washing hands, getting enough sleep, being physically active, eating a balanced diet, tending to our personal relationships, caring for our mental well-being, and routine vaccinations all have a BIG impact on our overall health and well-being. This next year, I hope each of us will choose ONE small hinge that will open the door to better overall health now and into the future.

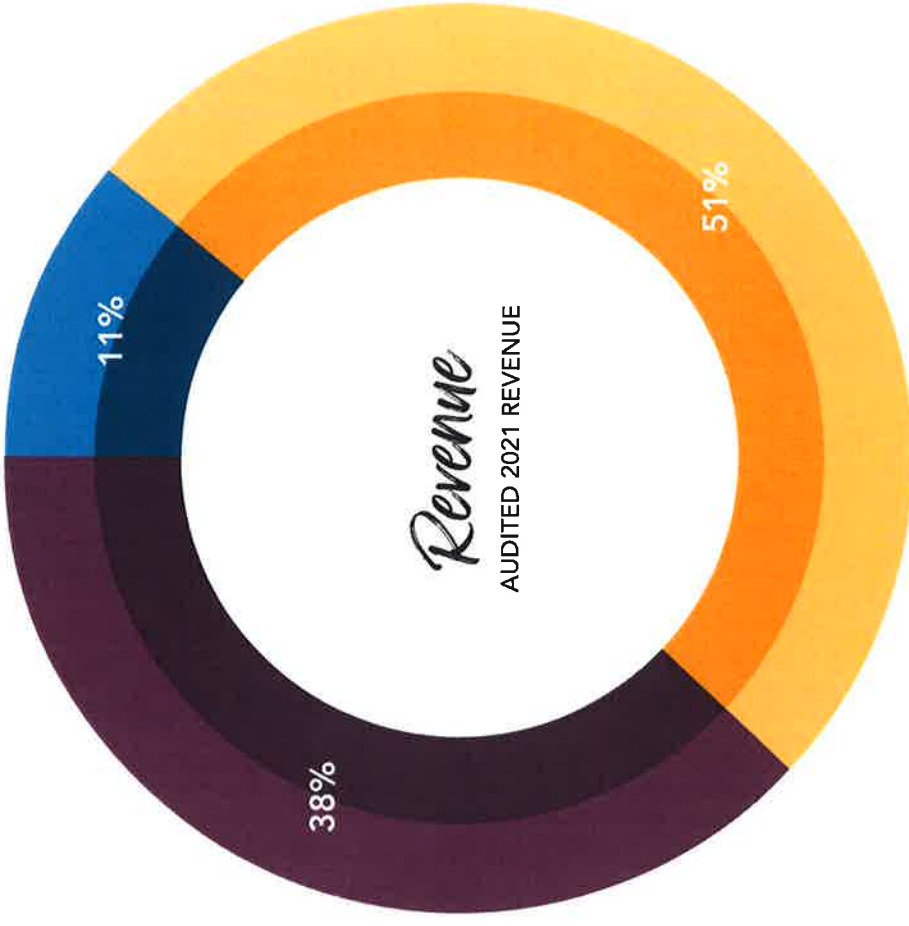
Sincerely,

Jordan D. Mathis
Executive Director / Health Officer





26%	Individual & Family Health Services – \$3,838,197.31
12%	Environmental Health Services – \$1,779,280.87
11%	Community Health Services – \$1,694,689.03
19%	Behavioral Health Services – \$2,817,083.98
28%	Emergency Preparedness & Public Health Response – \$4,160,463.15
0%	Health Strategy Services – \$52,217.41
1%	Support Services – \$146,671.14
3%	Capital Outlay – \$389,821.12
TOTAL:	\$14,878,424.01



11%	County Taxes – \$1,767,756.00
51%	Contracts – \$8,390,607.35
38%	Fees – \$6,358,239.47
TOTAL:	\$16,516,602.82

GOAL #1

The Healthiest People

THE PEOPLE OF THE BEAR RIVER HEALTH DISTRICT WILL BE AMONG THE HEALTHIEST IN THE STATE.



Pastor Henwel Gasper from the Marshallese Community Full Gospel Church and his wife, community advocate Patricia Gasper, visit the Health Department to meet CHWs.

As a public health department, we are obliged to serve the members of our community in a way that maintains or improves individual and population health outcomes with efforts from data-driven research. Due to our community's unique needs, research and data may not always be readily available. In these situations, the Health Department must conduct research to assess the health of subpopulations of the Bear River Health District.

In 2022 the Bear River Health Department collaborated with Utah State University's (USU) Institutional Review Board (IRB). IRBs play a critical role in promoting the health and well-being of communities by reviewing and approving research proposals to make sure that the rights, safety, and welfare of study participants

are protected. By assisting with research in this way, IRBs help advance scientific knowledge and promote better health outcomes for our communities.

BRHD Community Health Workers have identified some unique needs in our Marshallese communities this past year. Working together with community leaders it was determined that a focus group should be created to understand the particular barriers this community faces in accessing healthcare. The information gathered from the focus group will allow us to gain insight into how to improve poor health outcomes among our Marshallese residents. Gathering this type of data is crucial to us reaching the goal of becoming the healthiest district in the State of Utah.



Individual & Family Health Services Lead, Mandi McBride, at the Garden City, UT, BRHD Building.

COUNTY HEALTH RANKINGS

(OF THE 27 COUNTIES IN UTAH, 2022)

COUNTY	2021	2022	TREND
Box Elder County	#11	#11	→
Cache County	#6	#6	→
Rich County	#8	#10	↓

LEADING CAUSES OF DEATH

The information below represents the age-adjusted rate for the 10 most common causes of death in the Bear River Health District per 100,000 population. (Data was obtained from IBIS-PH, Utah's Public Health Data Resources, for 2021)

CAUSE OF DEATH	BRHD 2021	BRHD 2022	TREND	UTAH 2021	UTAH 2022	TREND
Heart Disease	172.25	158.89	↓	155.62	151.05	↓
Cancer	110.83	107.51	↓	119.5	117.02	↓
Covid-19	39.84	82.84	↑	48.64	75.62	↑
Unintentional Injury	51.9	52.71	↑	49.41	51.7	↑
Alzheimer's Disease	59.56	35.89	↓	42.84	37.1	↓
Stroke	34.51	31.73	↓	34.03	30.38	↓
Chronic Lower Respiratory Disease	19.47	26.6	↑	32.75	29.01	↓
Diabetes	33.31	25.03	↓	27.26	28.17	↑
Suicide	18.59	19.19	↑	20.79	19.93	↓
Kidney Disease (Nephritis, nephrotic syndrome and nephrosis)	10.0	14.11	↑	10.12	13.03	↑

GOAL #2

A Great Organization

THE BRHD WILL BE
RECOGNIZED AS A LEADER
IN PUBLIC HEALTH FOR ITS
EXCELLENT PERFORMANCE.



BRHD Leadership cooking & serving breakfast to
BRHD staff in celebration of Accreditation Award.

On March 15, 2022, the Bear River Health Department (BRHD) was awarded national accreditation through the Public Health Accreditation Board (PHAB). Accreditation means that a public health department has demonstrated that it has the necessary policies, processes, and systems in place to deliver essential public health services, improve population health, and advance health equity.

The BRHD accreditation journey began in 2020 when over 330 documents were compiled and uploaded to demonstrate the Department's competence. The BRHD then underwent a rigorous, multifaceted, peer review assessment. This process was eventually followed up with the award of accreditation that came in March 2022, demonstrating the BRHD's commitment to excellence in serving the community.

Many community partners contributed to the effort to become nationally accredited. Bear River Health District residents, partners, coalitions, and stakeholders helped identify the most pressing public health issues. The identification of these public health issues allowed the Department to create measurable goals that will continue to drive progress toward a healthier community.

National accreditation is an ongoing pursuit of excellence. With the assistance of newly formed councils, such as; workforce development council, and quality improvement council, the BRHD will keep reviewing programs and processes in order to improve.

GOAL #3

Community Partnerships

THE BRHD WILL STRENGTHEN RELATIONSHIPS THAT WILL RESULT IN THE IMPROVED HEALTH OF OUR CITIZENS.



Community Health Workers Michael Siguenza & Tinas Tafere attend Cache Valley's Cinco de Mayo event with Health Educator Mariela Thompson & USU Intern Alayna Hallmark.

Community Health Workers (CHWs) are trusted, knowledgeable, frontline public health workers who typically come from the communities they serve. CHWs are uniquely prepared to bridge cultural and linguistic barriers, expand access to coverage and care, and improve health outcomes in their respective communities. CHWs have a trusted relationship and an unusually close understanding of the communities they serve. These relationships enable them to serve as a liaison to facilitate access to services and improve the quality and cultural competence of services delivered.

The Bear River Health Department's team of CHWs represents many disparate populations including people with disabilities, refugees/immigrants,

ethnic minorities, military veterans, as well as those from lower socioeconomic/educational backgrounds. The team has established many partnerships with health and social service agencies that have helped connect individuals to services including housing, programs to address food insecurity, as well as opportunities to access health care. They have also been heavily involved in the certification program to become a CHW which has increased the capacity to serve even more people in our community.

The addition of CHWs to the Bear River Health Department team has strengthened relationships within the Bear River Health District, resulting in the improved health of our citizens.



Community Health Workers 2022



ARIANA BRENES - Serving the Hispanic & Latinx Population



QUINN JENSEN - Serving persons with Disabilities



MERI NIEDERHAUER - Serving the Women, Infants & Children Population



MICHAEL SIGUENZA - Serving Hispanic & Latinx Population



SAMUEL SAIDU - Serving the Refugee & Immigrant Population



TRHAS TAFERE - Serving the Refugee & Immigrant Population

GOAL #4

Increase Access to Services

THE BRHD WILL CONNECT THE COMMUNITY TO SERVICES THAT ARE CONVENIENT.



Leading the CHIP initiative, discussion is highly dialogic, local health professionals

A Community Health Improvement Plan (CHIP) is a long-term, systematic effort to address public health problems based on the results of a community health assessment. A CHIP sets priorities to direct the community's valuable but limited resources to the most important issues. In addition, a CHIP provides a plan for how priorities will be addressed and identifies partners who will be responsible.

This year, with the completion of the 2022 community health assessment, partners convened to identify the priorities that will be included in the Bear River Health Department's (BRHD) 2023-2027 CHIP. Among those priorities was the increasing need to address mental health. As a result, the BRHD has focused efforts to further

invest in behavioral health strategies to ensure our most vulnerable populations have access to services. One strategy identified was to join the shared technology platform known as "Unite Utah." This network enables agencies to send and receive electronic referrals, address people's social needs, and improve health across communities.

Like many areas across the country, our communities continue to face shortages in affordable housing. We are also burdened by other social determinants of health such as educational attainment and poverty. These can have a significant impact on one's health and will be the second priority of the CHIP.

Locations

LOGAN

655 E 1300 N
435.792.6500

GARDEN CITY

115 S BEAR LAKE BLVD.
435.881.3383

LOGAN (SOUTH)

635 S 100 E
435.792.6500

RANDOLPH

275 N MAIN
435.793.2245

ENVIRONMENTAL HEALTH

85 E 1800 N
435.792.6570

TREMONTON

440 W 600 N
435.257.3318

BRIGHAM CITY

817 W 950 S
435.734.0845



CONNECT WITH US



**COOPERATIVE AGREEMENT
BETWEEN THE
UTAH DIVISION OF FORESTRY, FIRE AND STATE LANDS
AND**

Box Elder County

This agreement shall become effective on the date of the last authorized signature and will remain in effect until December 31, 2024. This agreement may only be amended by mutual written agreement of the parties. In the event of disagreement between this agreement and any statute or regulation, the statute or regulation shall control. No waiver of any terms of this agreement will be valid unless in writing in accordance with R652-122-200 (2017).

SECTION I: RECITALS AND GLOSSARY OF TERMS

- A. Pursuant to Utah Code § 65A-8-203 (2021), this Cooperative Agreement is required for a county, municipality, or certain other eligible entity (“Participating Entity”) and the State of Utah, Division of Forestry, Fire and State Lands (“FFSL”)(collectively “parties”) to cooperatively discharge their joint responsibilities for protecting non-federal land from wildland fire.
- B. Glossary of Terms
- a. Annual Participation Commitment Report – a report prepared by the Participating Entity detailing the expenditures and activities conducted in compliance with the Participation Commitment during the past fiscal year.
 - b. Cooperative Agreement – an agreement between FFSL and an Eligible Entity wherein the Eligible Entity agrees to meet a Participation Commitment and provide Initial Attack for wildland fire in the entity’s jurisdiction, and FFSL agrees to pay for wildland fire suppression costs following a Delegation of Fire Management Authority as found in Utah Code § 65A-8-203.1 (2017), as well as all aviation asset costs charged to the incident.
 - c. Eligible Entity – as defined in Utah Code § 65A-8-203 (2021) means:
 - i. a county, a municipality, or a special service district, local district, or service area with wildland fire suppression responsibility as described in Utah Code § 11-7-1(2017); and wildland fire suppression cost responsibility and taxing authority for a specific geographic jurisdiction; or
 - ii. upon approval by the FFSL director, a political subdivision established by a county, municipality, special service district, local district, or service area that is responsible for providing wildland fire suppression services; and paying for the cost of wildland fire suppression services
 - d. Extended Attack – actions taken in response to wildland fire after Initial Attack.
 - e. Initial Attack – actions taken by the first resources to arrive at any wildland fire incident. Initial actions may be size-up, patrolling, monitoring, holding action, or aggressive suppression action. All wildland fires that are controlled by suppression forces undergo initial attack. The kind and number of resources

responding to initial attack varies depending on fire danger, fuel type, values to be protected and other factors. Generally, initial attack involves a small number of resources and the incident size is small. Regardless of fire type, location, or property/resources being threatened, firefighter and public safety is always the highest priority. (NWCG Wildland Fire Incident Management Field Guide, 2013)

- f. Participation Commitment – prevention, preparedness, and mitigation actions and expenditures undertaken by a Participating Entity to reduce the risk of wildland fire and meet the intent of Utah Code § 65A-8-202 (2017) and Utah Code § 65A-8-202.5(2017).
- g. Annual Participation Commitment Statement – a statement prepared by FFSL and sent to the Participating Entity detailing the Participation Commitment for the upcoming fiscal year.
- h. Participating Entity – an Eligible Entity with a valid Cooperative Agreement.
- i. Fiscal Year - a consecutive 12-month period for financial reporting, as determined by the Participating Entity's budget cycle.

SECTION II: CERTIFICATION OF QUALIFICATIONS

FFSL and the Participating Entity certify that the following qualifications have been met:

- A. The Participating Entity is a qualifying eligible entity.
- B. The Participating Entity agrees to adopt a Community Wildfire Preparedness Plan (CWPP) (or equivalent approved by FFSL).
 - a. If the Participating Entity has a CWPP at the time of executing this agreement, the Participating Entity agrees to maintain and implement the CWPP for the duration of this agreement.
 - b. If the Participating Entity does not have a CWPP at the time of executing this agreement, the Participating Entity agrees to make a good faith effort to develop and adopt a CWPP prior to the expiration of this agreement.
- C. The Participating Entity's fire department or fire service provider as defined in Utah Code § 65A-8-203 (2021) meets minimum standards for wildland fire training, certification, and equipment based on nationally accepted standards as specified by FFSL in R652-122-1400 (2017).
- D. FFSL agrees to provide an Annual Participation Commitment Statement and the Participating Entity agrees to review, approve, and return the signed Annual Participation Commitment Statement to FFSL before the start of the Participating Entity's fiscal year.
- E. The Participating Entity agrees to implement prevention, preparedness, and mitigation actions, which are identified in their CWPP and lead to reduction of wildfire risk, according to their Annual Participation Commitment Statement.

- F. The Participating Entity is not ineligible for a Cooperative Agreement pursuant to R652-122-200 (2017), R652-121-400 (2017), or R652-121-600 (2017)
- G. If the Participating Entity is a county or has jurisdiction over unincorporated private land, the county in question has adopted a wildland fire ordinance based on minimum standards established by FFSL in R652-122-1300 (2017).
- H. If the Participating Entity is a county or has jurisdiction over unincorporated private land, the county in question has a designated fire warden as described in Utah Code § 65A-8-209.1 (2022) and has entered into a County Warden Agreement (Addendum A).

SECTION III: PARTICIPATION COMMITMENT

FFSL and the Participating Entity agree to the following provisions:

A. Participation Commitment

- a. The Participating Entity agrees to fulfill a Participation Commitment as contained in R652-122-800 (2017) and R652-122-200(6)(c) (2017).
- b. The Participation Commitment includes prevention, preparedness, and mitigation actions identified in an FFSL-approved CWPP or equivalent wildland fire preparedness plan.

B. Participation Commitment Expenditures and Activities

- a. The Participation Commitment may be met through either direct expenditures or in-kind activities.
 - i. Direct expenditures include funds spent by the Participating Entity to implement wildland fire prevention, preparedness or mitigation actions identified in Addendum B or with the approval of the Participating Entity's respective FFSL Area Manager.
 - ii. In-kind activities include wildland fire prevention, preparedness or mitigation efforts identified in Addendum B or with the approval of the Participating Entity's respective FFSL Area Manager.
 - 1. In-kind expenditures are valued at the rate calculated by the "Independent Sector" (<https://www.independentsector.org/>), the same source used for FFSL's Fire Department Assistance Grant program.
 - iii. Participation Commitment cannot be met through direct payment to the State.
- b. FFSL staff (e.g., County Warden, WUI Coordinator, FMO, or Area Manager) may assist the Participating Entity with identifying valid Participation Commitment actions and activities based on the Participating Entity's FFSL-approved CWPP or equivalent wildfire preparedness plan.

C. Participation Commitment Accounting and Reporting

- a. The Participating Entity is responsible for accounting for its respective Participation Commitment activities and expenditures.
 - i. The value of Participation Commitment expenditures and activities may, in certain instances, “carry-over” to the next fiscal year with the approval of the respective FFSL Area Manager.
 - 1. The value of capital improvement projects--typically, large “preparedness-type” projects--can carry-over for five years, with no single project’s value accounting for more than 25% of the Participating Entity’s total Participation Commitment for any of those years. This is the same 25% annual maximum that applies to all preparedness activities as noted on Addendum B.
 - 2. All other non-capital improvement actions (e.g., a large fuels reduction project) can carry over for three years. No maximum value applies to mitigation actions as described in Addendum
 - 3. It is the responsibility of the Participating Entity to receive approval from their respective FFSL Area Manager in advance of pursuing a carry-over
 - 4. It is the responsibility of the Participating Entity to account for, track and report in their annual Participation Commitment Report the carry-over from year to year.
- b. The Participating Entity agrees to provide an Annual Participation Commitment Report detailing the Participation Commitment activities and expenditures to their local FFSL Area Office at the conclusion of the Participating Entity’s fiscal year (via the County Fire Warden) for annual review and approval by FFSL.
 - i. FFSL shall have the right to review and verify records related to the Participation Commitment. FFSL shall also have the right to deny unverifiable or incorrect records.

D. Annual Participation Commitment Statement

- a. In advance of a Participating Entity’s fiscal year, FFSL will send the Participating Entity an Annual Participation Commitment Statement.
- b. In order to continue participation for the Participating Entity’s upcoming fiscal year, the Participating Entity’s executive officer must approve, sign, and return the Annual Participation Commitment Statement to FFSL by the due date contained in the Statement. Failure to do so will terminate this agreement at the conclusion of the Participating Entity’s current fiscal year.
- c. The Annual Participation Commitment Statement is based on the Participating Entity’s fiscal year, and the corresponding Participation Commitment must be met throughout the Participating Entity’s next fiscal year.

E. Participation Commitment Calculation

- a. The Participation Commitment is based on two elements, a wildfire risk assessment by acres (“Risk Assessment”) conducted by FFSL, and the historic fire cost average (“Fire Cost Average”) in each Participating Entity’s jurisdiction.
 - i. The Risk Assessment is determined by FFSL’s “Utah Wildfire Risk

Assessment Portal” (UWRAP), which will be updated as data sources, technology, and funding allow.

- ii. The Fire Cost Average is based on historic suppression costs accrued by a Participating Entity. Only wildland fire suppression costs accrued and paid by the State on behalf of a Participating Entity are counted toward that entity’s historic fire cost average. This includes State-paid costs after a Delegation of Fire Management Authority and Transfer of Fiscal Responsibility has occurred.
 - 1. The Fire Cost Average is calculated on a rolling ten-year average, dropping the highest and lowest cost years and adjusting for inflation (using the Consumer Price Index); therefore, each ten-year average will have eight data points.
 - 2. The Fire Cost Average will only include State-paid suppression costs for areas for which the Participating Entity has fire suppression responsibility and taxing authority.
- b. FFSL will calculate the Participation Commitment for the Participating Entity according to the formula found in R652-122-300 (2017), R652-122-400 (2017) and R652-122-500 (2017).

F. Participation Commitment Appeals

- a. Decisions related to the Participation Commitment may be informally appealed to the State Forester.

**SECTION IV: INITIAL ATTACK, DELEGATION OF FIRE MANAGEMENT
AUTHORITY, TRANSFER OF FISCAL RESPONSIBILITY,
and EXTENDED ATTACK**

A. Initial Attack

- a. The Participating Entity agrees to primary responsibility for Initial Attack (“IA”). IA is defined as actions taken by the first resources to arrive at any wildland fire incident. Initial actions may be size-up, patrolling, monitoring, holding action, or aggressive suppression action. All wildland fires that are controlled by suppression forces undergo initial attack. The kind and number of resources responding to initial attack varies depending on fire danger, fuel type, values to be protected and other factors. Generally, initial attack involves a small number of resources and the incident size is small. Regardless of fire type, location, or property/resources being threatened, firefighter and public safety is always the highest priority (NWCG Wildland Fire Incident Management Field Guide, 2013).
- b. Effective wildland fire IA will be determined by FFSL based on the definition above and pursuant to Utah Code § 65A-8-202 (2017), defined as what is reasonable for the entity.
- c. The Participating Entity agrees to financial responsibility for all IA costs except aviation assets, which are the responsibility of the State.
- d. FFSL agrees to financial responsibility for all costs of aviation assets, including both IA and extended incidents.

- i. Aviation assets on initial run cards as established by the State will not:
 - 1. be counted towards a Participating Entity's historic fire cost average for purposes of annually calculating the Participating Entity's Participation Commitment; and,
 - 2. cause the Delegation of Fire Management Authority or Transfer of Fiscal Responsibility.
- B. Delegation of Fire Management Authority and Transfer of Fiscal Responsibility
 - a. Delegation of Fire Management Authority and Transfer of Fiscal Responsibility ("Delegation") occur simultaneously with one of the following events:
 - i. State or federally owned lands are involved in the incident; or,
 - ii. firefighting resources are ordered through an Interagency Fire Center (beyond "pre-planned dispatch"); or,
 - iii. at the request of the Participating Entity having jurisdiction by the local fire official on scene; or,
 - iv. by decision of the State Forester after consultation with local authorities.
 - b. Delegation to FFSL means FFSL or its designee becomes the primary incident commander, in a unified command environment with the agency having jurisdiction.
- C. Extended Attack
 - a. Upon Delegation a timestamp will be recorded via radio with the Interagency Fire Center servicing the incident.
 - b. Delegation documentation will be signed by all parties on the incident organizer and resource needs will be reevaluated in the transition from initial to extended attack.
 - c. This timestamp will also be reflected on the Crew Time Reports (CTR)/Shift Ticket of all resources that are not covered by a no-cost local agreement, such as an automatic aid system or other inter-local agreement.
 - d. At the time of the Delegation, a new CTR/Shift Ticket will be started for all resources to be used in the extended attack effort.
 - e. FFSL agrees to be financially responsible for the wildland fire suppression costs beyond IA if a Delegation occurs and the Participating Entity meets the terms of Code, Rule, and this Agreement.

SECTION V: WILDLAND FIRE RESPONSE TRAINING, CERTIFICATION AND EQUIPMENT STANDARDS

- A. Wildland Fire Response Training and Certification
 - a. FFSL prefers certification by the Utah Fire Certification Council as Wildland Firefighter I, as certified by the Utah Fire and Rescue Academy (UFRA).
 - b. At a minimum, the Participating Entity will ensure that firefighters providing Initial Attack to wildland fire within the Participating Entity's jurisdiction will be trained in NWCG S130 Firefighter Training and S190 Introduction to Wildland Fire Behavior.

FFSL also recommends S215 Wildland Urban Interface Firefighting Operations.

- i. This includes firefighters who are directly involved in the suppression of a wildland fire; firefighters on scene who have supervisory responsibility or decision-making authority over those involved in the suppression of a wildland fire; or individuals who have fire suppression responsibilities within close proximity of the fire perimeter.
 - ii. This does not include a person used as a courier, driver of a vehicle not used for fire suppression, or a person used in a non-tactical support or other peripheral function not in close proximity to a wildland fire.
 - iii. Upon the Delegation of Fire Management Authority, Firefighters not certified by the Utah Fire Certification Council as Wildland Firefighter I will be released from Initial Attack or reassigned to other firefighting duties.
 - iv. FFSL reserves the right to reevaluate these requirements.
- c. The Participating Entity will ensure that firefighters providing Initial Attack to wildland fire within the Participating Entity's jurisdiction will complete RT130 Annual Fireline Safety Refresher Training prior to each statutory "closed fire season" as found in Utah Code § 65A-8-211(2017).
- d. In order to be eligible for state reimbursement for wildland fire suppression response outside of its jurisdiction,
- i. a Participating Entity's firefighters and fire departments must follow the qualifications outlined in the FFSL Memorandum of Understanding; or
 - ii. the County or participating entity fire departments for qualified resources used under this agreement on federal, state or out-of-county (or out-of-entity) fires pursuant to the terms and conditions outlined in the fire department MOU and rate agreement

B. Wildland Fire Response Equipment Standards

- a. The Participating Entity will ensure that engines, water tenders, hand tools, and water handling equipment used for response to wildland fire on non-federal land within the Participating Entity's jurisdiction will meet the standard for the type of equipment as determined by the National Wildfire Coordinating Group and/or as indicated in FFSL's annual Fire Department Manual.

SECTION VI: WILDLAND FIRE COST RECOVERY LEGAL ACTIONS

- A. Pursuant to Utah Code § 65A-3-4 (2020), the Participating Entity agrees to initiate a civil action to recover suppression costs incurred by the Participating Entity and the State of Utah on non-federal land within the Participating Entity's jurisdiction for wildland fire caused negligently, recklessly, or intentionally.
- B. Counsel for FFSL will provide assistance with these actions.
- C. Any costs recovered may reduce the Participating Entity's Historic Fire Cost Average and Participation Commitment.

SECTION VII: BREACH AND TERMINATION

- A. If, at the end of a fiscal year, FFSL determines that the Participating Entity has not complied with the terms of this agreement, including but not limited to, failing to comply with the Participation Commitment or failing to comply with the terms stated in Utah Code § 65A-8-203(4) (2021), the entity will be placed on Probation Status by FFSL and given notice of this decision, the reasons for this decision, and actions required to remove Probation Status.
- B. A decision to place the Participating Entity on Probation Status may be appealed to the State Forester. The State Forester may conduct an investigation, hold an informal hearing, and/or request further information from the Participating Entity and/or FFSL.
- C. During Probation Status, the Participating Entity may continue to receive assistance as provided in this Cooperative Agreement, but the Participating Entity must come into compliance with the Cooperative Agreement by the end of the fiscal year.
- D. If the Participating Entity comes into compliance with the Cooperative Agreement by the end of the first Probation Status fiscal year, the Probation Status shall be lifted.
 - a. If the reason for the Probation Status is that the Participating Entity has failed to fulfill its Participation Commitment during the previous fiscal year, the Participating Entity must fulfill the Participation Commitment for the previous year, as well as the Participation Commitment for the current fiscal year by the end of the fiscal year in order to have its probation status lifted.
 - i. If during the first Probation Status year, the Participating Entity fulfills its Participation Commitment for the previous fiscal year, but not for the first Probation Status year, the Probation Status may be extended for a second fiscal year.
 - ii. If during the second Probation Status year, the Participating Entity fails to fulfill the Participation Commitment for both the first and second Probation Status years, the Cooperative Agreement shall be revoked as specified in subsection VII(E) herein below
 - b. Participation Commitment expenditures and actions shall be credited towards the outstanding obligation before being credited to the current obligation.
- E. If the Participating Entity does not come into compliance with the terms of this Cooperative Agreement by the end of the first Probation Status fiscal year (or second Probation Status fiscal year if the non-compliance is failure to meet the Participation Commitment), this Cooperative Agreement shall be revoked pursuant to Utah Code § 65A-8-203 (2021) and the entity shall not be eligible for assistance from the Wildland Fire Suppression Fund and shall be responsible for wildland fire suppression costs within its jurisdiction pursuant to Utah Code § 65A-8-203.2 (2017)
- F. If the Participating Entity is on probation or otherwise non-compliant with the terms of this

or a prior agreement with FFSL, and enters into a new cooperative agreement with FFSL, the prior obligations and status remain in effect until rectified according to the terms of this agreement.

- G. Either party may terminate this agreement by providing the other party with written notice 30 days prior to the termination date.
- H. If either party terminates this agreement, the Participating Entity shall only be allowed to enter into a new cooperative agreement pursuant to R652-121-600 (2017).

UTAH DIVISION OF FORESTRY, FIRE, AND STATE LANDS:

Authorized Signature

Date

Title

PARTICIPATING ENTITY:



Authorized Signature

6-7-2023

Date

Commission Chair

Title

APPROVED AS TO FORM: Tony Clinger, Assistant Attorney General, March 29, 2023

23-45

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

THIS INTERLOCAL COOPERATION AGREEMENT ("Agreement") is made and entered into this 4th day of May, 2023, by and between BOX ELDER COUNTY, a County government and body corporate and politic of and within the State of Utah ("County"), and FIELDING TOWN, a municipal corporation and body corporate and politic of and within the State of Utah ("City"). County and City are sometimes referred to collectively as the "Parties" (or individually as "Party").

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

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

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

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

1. **Definition of "Building Permit & Plan Review Services."** "Building permit, inspection, and plan review services" are defined as including all building inspection and plan review services required under the International Building Code, International Mechanical Code, International Plumbing Code and National Electrical Code, as adopted by the State of Utah and as in force, from time to time, within the City pursuant to the provisions of the Utah Uniform Building, Construction and Fire codes.
2. **County's Duty to Provide Services.** For the duration of the Agreement, the County shall provide all "building permit and plan review services" required within City limits and for all City owned facilities. The County shall also provide a qualified and Utah certified building inspector to perform the services noted in paragraph one (1).
3. **City's Duty to Provide Planning and Zoning Review, and Basic Clerical Services, Including Collecting/Paying Fees.** For the duration of the Agreement, the City shall provide planning and zoning reviews, and basic clerical services, including:
 - a. Accepting new building permit applications; and

- b. Collecting building permit, plan review deposits and impact fees from applicants; and
 - i. The City shall collect a refundable deposit for each project, \$1700.00 for new single-family dwellings, and \$2500.00 for commercial buildings.
- c. Conducting planning and zoning review in accordance with city ordinance; and
- d. Assisting in coordinating inspection times and schedules (to the degree desired by the County's inspectors); and
- e. Completing and submitting all quarterly building inspection reports and fees to the State of Utah; and
- f. Submitting all fees pursuant to this Agreement to the County, as set forth in the following paragraphs, and on a periodic basis determined by the County; and
- g. Other related work.

4. **Fee for Providing Building Permit & Plan Review Services.** In return for the services noted in paragraph 2, City shall pay the County an amount equal to 75% of the building permit fee and 100% of the plan review fee for plan review on residential permits, and 60% of the plan review fee on Commercial permits. On commercial building permits with valuations over \$500,000, City shall also be responsible for all costs associated with (3) third party structural peer review fees when needed. All payments shall be made quarterly to the County within 30 days of the end of each quarter.

5. **City's Ongoing Budget Plans; No New Entity Created.** City will budget (in the Fiscal Year 2023-2024 budget) and plans on continuing to budget (in future Fiscal Year Budgets) adequate funds for building permit and plan review services to be provided under this Agreement. In so doing, no new local district or other new entity is created.

6. **Duration and Termination.** As permitted by Utah Code Ann. Section 11-13-216, this Agreement shall take effect upon approval by resolution, by both Parties, and shall continue in force for one (1) year, at which time a review will be conducted (by all participants) to implement any significant changes. Following this review, this Agreement shall continue for successive period of one (1) year period. Either Party may terminate its obligations under this Agreement after giving sixty (60) days advance written notice of termination to the other Party.

7. **Liability and Indemnification.** Both Parties are governmental entities under the Governmental Immunity Act of Utah, Utah Code Ann. Section 63-30G-101, et seq. Consistent with the terms of this Act, it is mutually agreed that each Party is responsible and liable for its own wrongful or negligent acts which it commits or which are committed by its agents, officials or employees. Neither Party waives any defenses otherwise available under the Governmental Immunity Act.

8. **Interlocal Cooperation Act Requirements.** In satisfaction of the requirements of the Interlocal Act, and in connection with this Agreement, the Parties agree as follows:

- a. This Agreement shall be authorized by resolution of the legislative bodies (City Council and County Commission) of each Part pursuant to Section 11-13-202.5 of the Interlocal Act; and
 - b. This Agreement shall be reviewed as to proper form and compliance with applicable law by a duly authorized attorney on behalf of each Party, pursuant to Section 11-13-202.5 of the Interlocal Act; and
 - c. A duly executed original counterpart of this Agreement shall be filed with the keeper of records (County Clerk or City Recorder) of each Party, pursuant to Section 11-13-209 of the Interlocal Act; and
 - d. Except as otherwise specifically provided for herein, each Party shall be responsible for its own costs of any action initiated pursuant to this Agreement, and for any financing of such costs; and
 - e. No separate legal entity is created by the terms of this Agreement. To the extent that this Agreement requires administration other than as set forth herein, it shall be administered by the Board of County Commissioners of the County and the Mayor of the City. No real or personal property shall be acquired jointly by the Parties as a result of this Agreement, unless specifically agreed to in writing. To the extent that a Party acquires, holds, or disposes of real or personal property for use in the joint or cooperative undertaking contemplated by this Agreement, such Party shall do so in the manner that it deals with other property of such Party; and
9. **Counterparts.** This Agreement may be executed in counterparts by County and City. In such event, a duly executed original counterpart shall be filed with the keeper of records (County Clerk or City Recorder) of each Party pursuant to the Interlocal Act.
10. **Governing Law.** This Agreement shall be governed by the laws of the State of Utah both as to interpretation and performance.
11. **Entire Agreement; Binding Agreement; Authorized Signatures.** This Agreement contains the entire Agreement between the Parties, with respect to the subject matter hereof, and no statements promises, or inducements made by either Party or agents for either Party that are not contained in this written contract shall be binding or valid; and this Agreement may not be enlarged, modified, or altered except in writing, and signed by the Parties. This Agreement is binding upon the insurers to the benefit of the respective Parties hereto, their successors, heirs and assigns. County and City have each executed this Agreement (by the Board of Mayor of each Party) after having received authority to do so by their governing bodies (Board of County Commissioners or City Council).
12. **Amendments.** This Agreement may be amended, changed, modified or altered only by an instrument in writing which shall be (a) approved by Resolution of the legislative body (Board of County Commissioners or City Council) of each of the Parties, (b) executed by a duly authorized official(s) (Board of County Commissioners and the Mayor) of each of the Parties, (c) submitted to an attorney

for each Party that is authorized to represent said Party for review as to proper form and compliance with applicable law, pursuant to Section 11-13-202.5 of the Interlocal Act, and (d) filed in the official records (with the County Clerk or City Recorder) of each Party.

13. **No Employment.** Building inspector(s) provided by the County shall be County and not City employees.

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



Attest:

By: *Marla Young*
Marla Young, County Clerk

BOX ELDER COUNTY

By: *Stan Summers*
Stan Summers, County Commission Chair

Date: *June 7, 2023*

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

By: *Stephen R. Hadfield*
Stephen R. Hadfield, County Attorney

Date: *June 7, 2023*

FIELDING TOWN

By: *Chuck Earl*, Mayor

Attest:

By: *Dottie Garn*
Dottie Garn, City Recorder

Date: *May 4, 2023*

Reviewed as to Proper Form and Compliance with Applicable Law, by Town of Fielding

City Attorney:

By: Anne K. Hansen Date: 5/31/2023

Anne K. Hansen, City Attorney

**BOX ELDER COUNTY
ORDINANCE NO. 581**

AN ORDINANCE ENACTING A COUNTY RECORDER APPEAL AUTHORITY

WHEREAS, HB 351 (2023) requires the County to establish, by ordinance, an appeal authority to hear and decide appeals from a county recorder's application of rules made by the County Recorder Standards Board; and

WHEREAS, the Box Elder County Legislative Body hereby establishes the Recorder's Review Board as an appeal authority to hear and decide appeals from the Recorder's application of rules made by the (State of Utah) County Recorder Standards Board; and

WHEREAS, the Box Elder County Legislative Body also is hereby allowing the Recorder and a person to agree to have the Recorder's Review Board hear and decide appeals from an official action or omission of the County Recorder that may not results from the Recorder's application rules made by the (State of Utah) County Recorder Standards Board.

NOW THEREFORE, the Board of County Commissioners of Box Elder County ordains as follows:

SECTION 1. Repealed. If any provisions of the County Code heretofore adopted are inconsistent herewith they are hereby repealed.

SECTION 2. Enactment.

A. Establishment and Membership.

1. There is hereby established a Recorder's Review Board. The Box Elder County Commission shall act as the Recorder's Review Board.

B. Powers and Duties.

1. The Recorder's Review Board shall have the following powers and duties.
 - a. To hear and decide appeals from the Box Elder County Recorder's application of rules made by the County Recorder Standards Board under Utah Code 63C-30-201; and
 - b. To hear and decide appeals from an official action or omission of the Box Elder County Recorder, if such an appeal is requested and agreed by an aggrieved person and the County Recorder in writing.

C. Recorder's Review Board Procedures.

1. Chairperson. The Recorder's Review Board shall maintain the chair from the Box Elder County Commission.

2. Meetings. The Recorder's Review Board shall meet at the call of the chair and any other time the board deems necessary and appropriate. The board shall maintain minutes and records of its proceedings in accordance with the requirement of state and local law. Nothing shall prohibit the Recorder's Review Board from meeting in conjunction with a regularly scheduled meeting of the Box Elder County Commission.
3. Quorum. Two voting members shall be required to constitute a quorum for a public meeting, and two members shall be required to render any decision or take any action.
4. Rules, Regulations and Bylaws. The Recorder's Review Board may make and enforce such rules, regulation or bylaws for the government of itself, the preservation of order as it performs its duties, and the transaction of its business as may be necessary.

D. Deciding Appeals. In deciding appeals, the Recorder's Review Board shall comply with the following procedures.

1. Appeal. Any person adversely affected from the Box Elder County Recorder's application of rules made by the County Recorder Standards Board under Utah Code 63C-30-201 may appeal by filing an appeal application in writing with the Box Elder County Commission. Appeals may also be made by written agreement of the Box Elder County Recorder and any person to have an official action or omission of the Box Elder County Recorder considered by the Recorder's Review Board. The appellant in any appeal shall pay a fee, and such appeal shall be made within thirty (30) days from the date the Box Elder County Recorder's decision is final. Any appeal shall state the grounds for the appeal and circumstances related thereto. The appeal shall include copies of any documentary evidence or arguments that will be presented to the Recorder's Review Board. It shall include the name of the appellant, their physical address, a mailing address, a phone number, and an email address. A written appeal failing to specify grounds of appeal should be summarily dismissed by the Recorder's Review Board. The appeal should address all issues to be brought before the Recorder's Review Board. Any new issues not addressed in the appeal, that are put forth at the hearing, shall typically be ignored by the Recorder's Review Board, but if the Recorder's Review Board desires to consider the information or issues, the board may continue the matter to allow the Box Elder County Recorder time to respond to the new issues. The appellant shall have the burden of demonstrating that the final decision of the Box Elder County Recorder was arbitrary, capricious, illegal.
2. A Final Decision of the Recorder. A final decision of the Box Elder County Recorder for an administrative act or enforcement of the rules made by the County Recorder Standards Board can only be made if the applicant has made written demand to the Box Elder County Recorder as evidenced by the written demand, and a declaration showing that the written demand was either handed to staff in the Box Elder County Recorder's office in person, or mailed to the Box Elder County Recorder by certified mail. An email to the Box Elder County Recorder may also be accepted by if it clearly asks for a "final decision," and is acknowledged by the Box Elder County Recorder by non-automated response. The final decision will either be a written statement by the Box Elder County

Recorder refusing to in whole or in part act or enforce the rules as requested, or by evidence the Box Elder County Recorder made no response within seven (7) days of receipt of the written demand.

3. Upon receipt of the appeal and the fee, the Box Elder County Commission shall forthwith transmit to the Box Elder County Recorder the appeal, and shall schedule a hearing before the Recorder's Review Board within thirty (30) days of the appeal application. The Box Elder County Commission shall advise the appellant and the Box Elder County Recorder of the date, time and place of the hearing. The Box Elder County Recorder shall be entitled to prepare a written response, and any documentary evidence, and any reports for the consideration of the Recorder's Review Board, provided it shall be provided to the Box Elder County Commission more than six (6) days before the hearing. The Box Elder County Commission shall transmit the Box Elder County Recorder's written response, any documentary evidence, and any reports provided to the Box Elder County Commission by the Box Elder County Recorder for the consideration of the Recorder's Review Board to the appellant as soon as is reasonably practical, but not less than three (3) days before the hearing.
 4. The Recorder's Review Board shall conduct a hearing on the appeal at a public meeting. The purpose of the hearing is to enable the board to hear the facts surrounding the appeal, and to allow the parties to present their arguments. The Box Elder County Recorder will first present to the Recorder's Review Board. The appellant may then present to the Recorder's Review Board. The Box Elder County Recorder may offer a rebuttal, and then the appellant may offer a rebuttal. The Recorder's Review Board may ask questions, or request additional input as they deem helpful, including allowing any witnesses or public to be heard, at the Recorder's Review Board's sole discretion. The decision of the Recorder's Review Board shall be based upon the facts and not upon expressions of support or protest, or lack of support or protest, which may be made at the meeting. The parties may appear at the hearing in person or by an attorney.
 5. The Recorder's Review Board shall render a written decision within fifty (50) days of the receipt of an appeal. If the Box Elder County Recorder and the appellant agree to allow for greater time, the Recorder's Review Board may make more time. If the Recorder's Review Board makes an oral decision, the decision shall be memorialized in a report of action, or in the adopted minutes of the proceeding, and the time of approval of that report or minutes shall constitute the date of the written decision. The Recorder's Review Board may render a written decision outside of the public meeting by a majority of the board individually approving the written decision, and the written decision being transmitted to the appellant and the Box Elder County Recorder. The written report shall memorialize the decision of the board, and should include findings derived from the evidence on the record and from the public meeting, and may include condition.
- E. Appeal To District Court. An appellant aggrieved by any decision of the Recorder's Review Board may petition the district court for review to determine whether the board's decision is arbitrary, capricious or illegal. The petition is barred unless it is filed within thirty (30) days of the date of the written decision. Any appeal of the Recorder's Review Board's decision will be a

record review, and the court may not accept or consider any evidence outside the record of the Recorder's Review Board, unless the court determines the evidence was improperly excluded. If there is an appeal, the Recorder's Review Board shall transmit to the reviewing court the record of the proceedings of the Recorder's Review Board, including the minutes, findings, the written decision and, if available, a true and correct transcript of the proceedings.

- F. The Box Elder County Recorder shall comply with the written decision of the Recorder's Review Board in accordance with Utah Code 17-21-1(3). Nothing in this section prevents the Box Elder County Recorder or the County from exercising other rights or seeking other remedies in accordance with applicable law.
- G. Compensation. All members of the Recorder's Review Board shall serve without separate compensation from their compensation as members of the Box Elder County Commission, except for reimbursement for actual expenses incurred in performance of the member's official duties, upon presentation of proper receipts and vouchers.

The following fee is enacted and added to the fees previously adopted for the County Recorder's Office, in accordance with this new ordinance.

- Appeals to the Recorder's Review Board \$50

SECTION 3. Effective Date. This ordinance shall become effective immediately upon execution by the Chair of the County Commission and the completion of public notice requirements imposed by state statute.

SECTION 4. Severability. If any section, subsection, sentence, clause, or phrase of this ordinance is declared invalid or unconstitutional by a court of competent jurisdiction, said portion shall be severed and such declaration shall not affect the validity of the remainder of this ordinance.

PASSED, ADOPTED AND A SYNOPSIS ORDERED PUBLISHED this 7th day of June 2023, by the Board of County Commissioners of Box Elder County, Utah.

Commissioner Summers
Commissioner Bingham
Commissioner Perry

Voting
Voting
Voting

[Signature]
[Signature]
[Signature]

[Signature]
Box Elder County Commission - Chair

Attest:



[Signature]
Marla Young - Box Elder County Clerk