

**MINUTES
BOX ELDER COUNTY COMMISSION
SEPTEMBER 13, 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 **September 13, 2023**. The following members were present:

Stan Summers	Chairman
Boyd Bingham	Commissioner
Lee Perry	Commissioner
Tammy Gibson	Deputy Clerk

Excused: 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 4:51 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
Tammy Gibson	Deputy Clerk

Excused: Marla R. Young, Clerk

The prayer was offered by Commissioner Perry.

The Pledge of Allegiance was led by Chief Deputy Treasurer Tammy Berry.

APPROVAL OF MINUTES

THE MINUTES OF THE REGULAR MEETING OF AUGUST 02, 2023 AND AUGUST 16, 2023 WERE APPROVED AS WRITTEN ON A MOTION BY COMMISSIONER

BINGHAM, SECONDED BY COMMISSIONER PERRY AND UNANIMOUSLY CARRIED.

ATTACHMENT NO. 1 - AGENDA

ADMINISTRATIVE REVIEW/REPORTS/FUTURE AGENDA ITEMS – COMMISSION

No items were discussed.

FORMER AGENDA ITEMS FOLLOW-UP – COMMISSIONERS

Fairgrounds Building-Chairman Summers

Chairman Summers stated that Nucor will donate a building for the fairgrounds, and directed Codey Illum to follow up with them.

Meeting Schedule Conflict-Chairman Summers

Commission Summers said the Commission will need to reschedule the upcoming meetings in October and November, due to conflicts with some other meetings.

Employee of of the Month Recognitions-Commissioner Perry

Commissioner Perry explained how the employee of the month is invited to lunch or dinner with the Commissioners as their recognition for doing exceptional work, however schedules do not always align and stated that they will even deliver dinner to the employees at work so they can still participate.

EMERGENCY MANAGEMENT ISSUES

Chairman Summers stated that water is an issue in the county. Roads keep getting washed out after they are repaired.

ARPA/LATCF

No ARPA or LATCF items were discussed.

FAIRGROUNDS

Requesting a Fee Waiver for Fine Arts Building for the Miss Wilderness Circuit-Tammy Berry

Tammy Berry, Rodeo Queen and Pageant Director for Miss Wilderness Circuit, explained how for the last six years they have held this pageant at the Box Elder County Fairgrounds. She stated she is requesting a fee waiver for Friday September 15, 2023 for the set up for the pageant. She further explained that the Miss Wilderness Circuit winner goes on to represent Box Elder County at other rodeos and competitions. Past winners have been known to win Miss Rodeo Utah and Miss Rodeo America Titles. She invited the Commissioners to come watch the horsemanship competition in the indoor arena.

MOTION: Commissioner Bingham made a motion to approve the fee waiver for Friday September 15, 2023 for the fine arts building at the fairgrounds. 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.

PUBLIC INTERESTS / PRESENTATIONS / CONCERNS

Letter of Support for Land Acquisition Adjacent to Salt Creek Wildlife Management Area-Chad Cranney

Chad Cranney of Utah Division of Wildlife Resources explained they are hoping to purchase privately owned property. State code requires them to give notice when attempting to purchase property. The proposed property is directly adjacent to the Salt Creek Wildlife area. It will add another 700 acres of upland farm ground and various wetland habitats.

Commissioner Bingham asked about fencing.

Mr. Cranney explained there are no plans to add any more fence than what is existing. He further explained the goals of this acquisition is to enhance wildlife recreation, protect and enhance wildlife habitat, and continue a grazing lease through the summer of 2025.

MOTION: Commissioner Perry made a motion to sign a letter of support for land acquisition adjacent to the Salt Creek Wildlife area. The motion was seconded by Commissioner Bingham and unanimously carried on a roll call vote of Chairman Summers voting Yea, Commissioner Bingham voting Yea, and Commissioner Perry voting Yea.

ATTACHMENT NO. 2 Letter of Support

AUDITOR'S OFFICE

Multi Year Fleet Agreement Proposal-Shirlene Larsen

Auditor Shirlene Larsen stated the Multi Year Fleet Agreement Proposal defines terms that need to be authorized in conjunction with the following Resolution.

Form of Authorizing Resolution #23-10 For Lease Purchase Agreement for Equipment-Shirlene Larsen

Auditor Shirlene Larsen explained Resolution #23-10 is a five year lease agreement on vehicles and equipment. The resolution has been reviewed by the County Attorney and he came back with some questions. She explained she hasn't heard back from the company with answers to those questions.

MOTION: Commissioner Perry made a motion to approve Resolution #23-10 pending attorney review. 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 Resolution #23-10

COMMISSIONERS

Professional Services Agreement #23-77 For the Children's Justice Center-Sterling Marx

Sterling Marx, Director of the Children's Justice Center, explained Agreement #23-77 is for professional services and the state funds have been increased. They will be able to increase some mental health professionals for therapy.

MOTION: Commissioner Perry made a motion approve contract #23-77 for professional services. 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 #23-77

Request for Approval of County Economic Opportunity (CEO) Advisory Board Recommendations-Shawn Milne

Shawn Milne, Regional Economic Development Director, described the annual process in accordance with state code that enables grant funding opportunities. SB95 was created to help facilitate economic development in rural areas. He described these funds as flexible to be used for broad economic development. The grant has been renamed Rural County Grant. He detailed

how the advisory board has made recommendations on how to deploy up to \$200,000.00 in annual grant dollars.

The eight recommendations from the Economic Development Advisory board are (1) Allocation to Brag, (2) Entrepreneurship and innovation campus, (3) Inland Port marketing campaign, (4) workforce skills and training scholarships, (5) Washakie repurpose, (6) rural communities SWOT, (7) Arts and Culture Impact study, (8) USDA/Industry cluster campaign. The submission for this grant is October 1st, and requires an approval or vote from the County Commission.

Release Agreement #23-78 With Ernie's Heating and Air Conditioning Refrigeration Sales and Service Reimbursement-Commissioner Perry

Commissioner Perry described an incident that occurred near the DMV building, where a snow plow damaged the Ernie's Heating and Air Conditioning building. An agreement has been made for payment of \$1,000 for damages to the building.

MOTION: Commissioner Perry made a motion to approve Release Agreement #23-78 with Ernie's Heating and Air Conditioning and Ernie Harding in the amount of \$1,000.00. 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 Release Agreement #23-78

Policy Changes to Box Elder County Facilities Management Department Policies and Procedures-Chairman Summers

Commissioner Summers explained the policy changes to the Facilities Management Department. He said one employee will be going to the landfill, roads department and the fairgrounds, and the ordering will be done through the facilities manager.

Commissioner Bingham questioned the need for the policy change and wondered why we did not find an alternate way to fix the problem.

Commissioner Perry questioned the line where it reads the roads department superintendent will supervise the employee and the budget.

Commissioner Bingham was wondering about training. He said he would like to have a sit down and see what can be changed.

MOTION: Commissioner Bingham made a motion to table the policy change until further review. The motion was seconded by Commissioner Perry and the motion passed on a roll call vote of Chairman Summers voting Nay, Commissioner Bingham voting Yea, and Commissioner Perry voting Yea.

Recognition of Sharp Trucking for Their Support of the Military and Veterans-Shawn Milne

Commissioner Perry read resolution #23-11 expressing their gratitude for the Sharp Trucking Family for their commitment to non-profit organizations and their continued support of the military and veterans. He stated they have donated financially and the use of their trucks for these organizations.

MOTION: Commissioner Perry made a motion to approve resolution #23-11 thanking Sharp Family Trucking for their commitment to the military and veterans. The motion was seconded by Commissioner Bingham and unanimously carried on a roll call vote of Chairman Summers voting Yea, Commissioner Bingham voting Yea, and Commissioner Perry voting Yea.

ATTACHMENT NO. 6 Resolution #23-11

COMMUNITY DEVELOPMENT

Zoning Map Amendment Ordinance #585 -Scott Lyons

County Planner Marcus Wager detailed a rezone located at approximately 4815 North Highway 38 in the Harper Ward area. A public hearing was held at the Planning Commission meeting and one neighbor spoke. He expressed he was in agreement with people dividing their land. The Planning Commission found it is in conformity and harmonious and does not adversely affect the Land Use Management Code or adjacent properties. This has been approved by the Planning Commission.

MOTION: Commissioner Perry made a motion to adopt Zoning Map Amendment Ordinance #585. 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. 7 Ordinance #585

Stokes West Subdivision Amended-Scott Lyons

County Planner Marcus Wager explained the Stokes West Subdivision Amended is located at approximately 8800 North 7477 West, and is creating a new lot. The property has been through the review process and all departments recommend approval.

MOTION: Commissioner Perry made a motion to adopt the Stokes West Subdivision Amended. 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.

BUILDINGS & GROUNDS

Bid for Fencing Projects-Codey Illum

Facilities manager Codey Illum detailed the bid for a fence project located at the jail, the Little Mountain Landfill, and the Roadshed. The low bid was from MSCI in the amount of \$1,600,000.00. It was originally funded by CIP, but the bids came in over budget. He explained some possible ways to close the budget gaps.

Auditor Shirlene Larsen explained how the landfill can pay for their own deficit, and she thinks the Road Department can use class B road monies and transportation tax. The public safety fencing would need to come from CIP.

Codey Illum explained the Public Safety Budget is short \$400,000 and they will need to hold a public hearing to amend the budget. He stated that Public Safety needs to better secure the jail and improve the parking lots.

Commissioner Perry would like to look at reducing costs by possibly using our employees.

Chairman Summers stated he would like to move forward and look into using some of the LATCF funds towards the roads department.

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

Deanna Hardy of Brigham City, expressed her feelings about returning election auditing to the citizens, and how she would like each municipality to run their own elections. She also explained how she felt like she was wrongly eliminated at a party convention in the past. She asked the Commissioners to restore the citizens' right to audit our county elections without state government interference.

WARRANT REGISTER – COMMISSIONERS

The Warrant Register was signed and the following claims were approved: Claim numbers 121639 through 121709 in the amount of \$742,320.68. Claim numbers 121597 through 121638 in the amount of \$152,314.29 with voided claim number 120250. Claim numbers 121491 through 121596 in the amount of \$1,198,740.94. Claim numbers 121428 through 121490 in the amount of \$627,473.08.

PERSONNEL ACTIONS/VOLUNTEER ACTION FORMS – COMMISSIONERS

Employee Name:	Department:	PA Type:	Effective Date:
JENSEN, FAYLENE	FAIR	COMPENSATION	09/01/2023
ANDERSON, THOMAS	AUDITOR	CELL PHONE ALLOWANCE	09/01/2023
GARDNER, KIMBERLY	ELECTIONS	REHIRE	08/29/2023
RISER, KARSON	LANDFILL	PROMOTION	08/28/2023
HENDRICKS, JOSLIN	ELECTIONS	NEW HIRE	08/27/2023
CAPELL, JOSHUA	AUDITOR	NEW HIRE	09/05/2023
HAMILTON, KATHERINE	VICTIM SERVICES	VOLUNTEER	09/13/2023
GILES, MADISON	COUNTY FAIR	VOLUNTEER	08/21/2023
SHIRES, BONNIE	COUNTY FAIR	VOLUNTEER	08/21/2023
HAWKES, JULIE	COUNTY FAIR	VOLUNTEER	08/21/2023
HAWKES, ELIZABETH	COUNTY FAIR	VOLUNTEER	08/21/2023
DESPAIN, JARED	COUNTY FAIR	VOLUNTEER	08/21/2023
HANSEN, BRYNNE	COUNTY FAIR	VOLUNTEER	08/21/2023
JENSEN, RAQUEL	COUNTY FAIR	VOLUNTEER	08/21/2023
WHITLEY, BREISHA	COUNTY FAIR	VOLUNTEER	08/21/2023
ROBERTS, KIMBERLY	COUNTY FAIR	VOLUNTEER	08/21/2023
SANO, CANDICE	COUNTY FAIR	VOLUNTEER	08/21/2023
AMUNDSEN, DEBBIE	COUNTY FAIR	VOLUNTEER	08/21/2023
HANSEN, JEN	COUNTY FAIR	VOLUNTEER	08/21/2023
MILLER, DIANA	COUNTY FAIR	VOLUNTEER	08/21/2023
ANDERSON, CHASE	ROADS	SEPARATION	08/24/2023
STAPLETON, NIGEL	FIRE	NEW HIRE	08/28/2023
STAATS, RYAN	VICTIM SERVICES	SEPARATION	08/25/2023
PAGE, JAMES	ROADS	NEW HIRE	09/18/2023
PAGE, JAMES	ROADS	CELL PHONE ALLOWANCE	09/18/2023

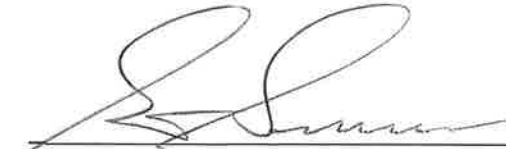
CLOSED SESSION

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 6:06 pm.

ADOPTED AND APPROVED in regular session this 20th day of September, 2023.



Stan Summers, Chairman



Boyd Bingham, Commissioner



Lee Perry, Commissioner

ATTEST:





Marla R. Young, Clerk



COUNTY COMMISSION MEETING

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

Wednesday, September 13, 2023 at 5:00 PM

AGENDA

NOTICE: Public notice is hereby given that the Box Elder County Board of County Commissioners will hold an Administrative/Operational Session commencing at 4:45 P.M. and a regular Commission Meeting commencing at 5:00 P.M. on Wednesday September 13, 2023 in the Commission Chambers of the Box Elder County Courthouse, 01 South Main Street, Brigham City, Utah.

1. ADMINISTRATIVE / OPERATIONAL SESSION

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

2. CALL TO ORDER 5:00 PM

- A. Invocation Given by: Commissioner Perry
- B. Pledge of Allegiance Given by: Treasurer Shaun Thornley
- C. Approve Minutes August 02, 2023 and August 16, 2023.

3. ADMINISTRATIVE REVIEW / REPORTS / FUTURE AGENDA ITEMS

4. FORMER AGENDA ITEMS

5. EMERGENCY MANAGEMENT ISSUES

6. ARPA/LATCF

7. FAIRGROUNDS

- A. 5:08 Requesting a Fee Waiver for Fine Arts Building for the Miss Wilderness Circuit-Tammy Berry

8. PUBLIC INTERESTS / PRESENTATIONS / CONCERNS

- A. 5:11 Letter of Support for Land Acquisition Adjacent to Salt Creek Wildlife Management Area-Chad Cranney

9. AUDITOR'S OFFICE

- A. 5:16 Multi Year Fleet Agreement Proposal-Shirlene Larsen
- B. 5:19 Form of Authorizing Resolution #23-10 For Lease Purchase Agreement for Equipment-Shirlene Larsen

10. COMMISSIONERS

- A. 5:23 Professional Services Agreement #23-77 For the Children's Justice Center-Sterling Marx
- B. 5:25 Request for Approval of County Economic Opportunity (CEO) Advisory Board Recommendations-Shawn Milne

- C. 5:27 Release Agreement #23-78 With Ernie's Heating and Air Conditioning Refrigeration Sales and Service Reimbursement-Commissioner Perry
- D. 5:29 Policy Changes to Box Elder County Facilities Management Department Policies and Procedures-Stan Summers
- E. 5:31 Recognition of Sharp Trucking for Their Support of the Military and Veterans-Shawn Milne

11. COMMUNITY DEVELOPMENT

- A. 5:35 Zoning Map Amendment Ordinance #585 -Scott Lyons
- B. 5:37 Stokes West Subdivision Amended-Scott Lyons

12. BUILDINGS & GROUNDS

- A. 5:39 Bid for Fencing Projects-Codey Illum

13. 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.

14. WARRANT REGISTER

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

16. CLOSED SESSION

17. ADJOURNMENT

Prepared and posted this 8th day of September, 2023. Mailed to the Box Elder News Journal and the Leader on the 8th of September, 2023. These assigned times may vary depending on the length of discussion, cancellation of scheduled agenda times and agenda alteration. Therefore, the times are estimates of agenda items to be discussed. If you have any interest in any topic you need to be in attendance at 5:00 p.m.

A handwritten signature in black ink, appearing to read "Marla R. Young". The signature is fluid and cursive, with the first name "Marla" being more prominent.

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.



Boyd Bingham ☐ Stan Summers ☐ Lee Perry

COUNTY COMMISSIONERS

August 13, 2023

Governor Spencer Cox
Utah State Capitol Complex
350 North State Street, Suite 200
P.O. Box 142220
Salt Lake City, Utah 84114

Dear Governor Cox,

On September 13, 2023, the Box Elder County Commission heard a presentation from Chad Cranney with the Utah Division of Wildlife Resources (UDWR) to discuss a land acquisition involving 701.45 acres of privately owned property, located adjacent to the Salt Creek Waterfowl Management Area (WMA).

UDWR presented information and maps of the property and explained the benefits of the acquisition for wildlife conservation and hunting opportunities.

The Box Elder County Commission is supportive of this acquisition and voted in favor of UDWR proceeding with the land acquisition.

Respectfully,



Stan Summers, Chair
Box Elder County Commission



Boyd Bingham
Commissioner



Lee Perry
Commissioner



umpqua bank
equipment leasing & finance

August 19, 2023

Shirlene Larsen
County Auditor
Box Elder County
1 S. Main Street
Brigham City, UT 84302

Dear Shirlene Larsen:

I am pleased to present the terms and conditions of our proposal to lease equipment to Box Elder County. This letter is not an approval to enter into a lease, nor should it be construed as an offer or commitment to perform any undertaking.

An approval of this proposal may be considered after full review by the appropriate officers of Financial Pacific Leasing, Inc. and Umpqua Bank. Final approval may contain additional or modified terms.

Please indicate your interest in our proposal by signing and returning the enclosed copy of the "Terms and Conditions" by September 15, 2023. By accepting our proposal, you agree that Umpqua Bank Equipment Leasing & Finance shall not be held liable for any action or inaction stemming from this letter.

Thank you for this opportunity to respond to your needs. We hope that our proposal is both timely and competitive, and we look forward to working with you to successfully fund and close this transaction.

Sincerely,

Rik Johnson
Vice President
Umpqua Bank Equipment Leasing & Finance
Business Development Officer

M (425) 241-7969



UMPQUA BANK

[Web](#) | [Facebook](#) | [Twitter](#)

Terms and Conditions:

Lessor: Financial Pacific Leasing, Inc., d.b.a. Umpqua Bank Equipment Leasing & Finance, a subsidiary of Umpqua Bank or it's assigns ("Lessor")

Lessee(s): Box Elder County

Equipment Financing Vehicle: Municipal Lease-Purchase Agreement

Equipment & Cost: Various vehicles listed on Exhibit "A" attached with this proposal as a separate excel spread sheet (the "Equipment"). All Equipment shall be satisfactory to Lessor.

Lease Amount: Not to exceed \$929,495.38 in the aggregate.

Lease Term: Five (5) years

Payments: Five (5) payments, payable annually to be paid October 1st of each year beginning October 1, 2023, with the final payment on October 1, 2028.

Option A – Fund into Escrow

Structure: Lease-Purchase for the entire \$929,495.38 would commence and the funds would be held in escrow. Vehicles would be pre-accepted to allow funds to be disbursed to the appropriate vendor(s) ahead of actual delivery of the vehicle(s). A fee of \$500 will be payable by Lessee upon execution of the initial lease. A titling fee of \$10 per vehicle will be due as each vehicle is delivered.

Interest Rate: The amount funded into escrow shall accrue interest at the tax-exempt rate of 5.38% per annum, payable in advance.

The interest rate specified above is based upon the 5 year like term US Treasury Rate sourced from Chatham Financial Market Data ("Index") at 4.31% as of 8/11/2023. Should the Index increase prior to any loan schedule documentation and commencement, the interest rate shall be adjusted to maintain the economic returns anticipated by Lessor. The interest rate becomes fixed upon funding into escrow.

Early Buy-Out Option: So long as (i) Lessee is current in the payment of all rent and other amounts due under the lease, (ii) no event of default or event of non-appropriation exists under the lease, and (iii) subject to a minimum of 30 days written notice to Lessor, Lessee term may terminate the lease on the three year anniversary of the

Commencement Date of the lease by paying the currently due rental payments, as well as outstanding principal component of the lease, and any other past due amounts or other amounts due under the lease, plus any applicable taxes. The equipment shall be conveyed to Lessee on an "as-is, where-is" basis, without any representation or warranty from Lessor. The Early Buy-Out Option shall be available for just part of the equipment, and the prepayment of principal shall be determined for such item of equipment based on the percent of the total financed amount attributable to such equipment of the original principal amount of the lease.

Any prepayments other than the Early Buy-Out Option shall be solely with the prior written consent of Lessor.

Option A Commencement

Date and Acceptance: The funding into escrow shall be the Commencement Date under this Option A. It is contemplated that disbursement requests for items of Equipment shall be made periodically when delivery and acceptance of the item of Equipment occurs. A condition to such disbursement request shall be the listing of Lessor's lien on the vehicle title for said vehicle. The parties agree and understand that Lessee's unconditional acceptance of the Equipment vis-à-vis the Lessor, does not waive any rights and remedies that Lessee has and shall retain against the vendor.

Option B – Periodic Funding per Vehicle

Structure: Individual lease agreements for each vehicle. Vehicles would be pre-accepted to allow funds to be disbursed to the appropriate vendor(s) ahead of actual delivery of the vehicle. A fee of \$100 will be payable by Lessee upon execution of each agreement. A titling fee of \$10 per vehicle will be due as each vehicle is delivered.

Interest Rate: The amount funded for such equipment on a lease shall accrue interest at the tax-exempt rate of 5.38% per annum, payable in advance. The amortization schedule for the lease for such equipment shall provide for a principal payment schedule resulting in level debt service payments.

The interest rate specified above is based upon the 5 year like term US Treasury Rate sourced from Chatham Financial Market Data ("Index") at 4.31% as of 8/11/2023. Should the Index increase prior to any final acceptance of equipment under a lease, the interest rate shall be adjusted to maintain the economic returns anticipated by Lessor. The interest rate becomes fixed for each individual lease agreement upon final delivery and acceptance of the specific vehicle for said agreement.

Early Buy-Out Option: So long as (i) Lessee is current in the payment of all rent and other amounts due under the lease, (ii) no event of default or event of non-appropriation exists under the lease, and (iii) subject to a minimum of 30 days written notice to Lessor, Lessee term may terminate the lease on the three year anniversary of the Commencement Date of the lease by paying the currently due rental payments, as

well as outstanding principal component of the lease, and any other past due amounts or other amounts due under the lease, plus any applicable taxes. The equipment shall be conveyed to Lessee on an "as-is, where-is" basis, without any representation or warranty from Lessor.

Any prepayments other than the Early Buy-Out Option shall be solely with the prior written consent of Lessor.

Option B Commencement

Date and Acceptance: The Commencement Date for each Lease entered into under this Option B shall be the date that funds are remitted to the vendor for said vehicle. Conditions for remitting funds to the vendor shall include: (i) evidence of the listing of Lessor's lien on the vehicle title for said Equipment and (ii) acceptance of the Equipment by Lessee. The parties agree and understand that Lessee's unconditional acceptance of the Equipment vis-à-vis the Lessor, does not waive any rights and remedies that Lessee has and shall retain against the vendor.

Additional Provisions Applicable to Both Options

Tax Benefits: The lease shall be considered a municipal lease/purchase and shall qualify for tax-exempt status under federal tax law. Lessee shall pay all fees, assessments, sales, use, property and other taxes imposed, except those levied on the net income of Lessor by the United States, the State of Utah, or other applicable jurisdiction. The documents shall include the standard covenants, representations, and warranties applicable to a tax-exempt financing.

End of Lease Options: At the end of the five-year lease term, Lessee will have the option to purchase all, but not less than all, of the Equipment under a lease for \$1.00.

Expiration of Facility: All takedowns shall occur prior to 11/1/23, and without written consent of Lessor to extension, the facility shall expire. Lessor shall have no obligation to lease any item of Equipment after said date.

Net Lease: All costs of operation, maintenance, taxes, insurance and other affiliated costs will be paid by Lessee as this transaction has been structured as a triple net lease.

Insurance: Lessee will provide evidence of all-risk physical damage and liability insurance coverage in such amounts and with deductibles all as may be required by Lessor. In addition, endorsements and assignments of such policies shall name Lessor (and its assigns) as loss payee and/or additional insured, as may be required by Lessor. All insurance coverage shall be from a carrier acceptable to Lessor.

Maintenance: Lessee shall, at its sole cost and expense, maintain the Equipment in compliance with all statutes, laws, ordinances, regulations, standards, and directives (including environmental) by any governmental agency and the Equipment must be maintained in accordance with all manufacturer's suggested and

recommended maintenance procedures including preventive maintenance; and such other maintenance and return conditions as the Lessor may require.

Documentation:

All legal matters and all documentation to be executed in connection with the contemplated lease shall be satisfactory in form and substance to Lessor and counsel to Lessor.

Costs & Expenses:

Lessee shall be responsible for all fees, costs and disbursements incurred by Lessor in connection therewith, including without limitation, all fees and disbursements of counsel to Lessor (if any), appraisal costs (if any) and all filing and search fees.

**Additional Terms
& Conditions:**

- 1) The non-appropriation clause in the lease shall be satisfactory to Lessor.
- 2) Tax-exempt borrowing for 2023 by Lessee is not reasonably expected to exceed \$10,000,000, so it is assumed that, and pricing is based on, the leases being "Bank Qualified" under section 265(b)(3) of the IRS Code.
- 3) Lessee is a state or political subdivision thereof, within the meaning of Section 103 of the Internal Revenue Code of 1986, as amended.
- 4) Lessor shall receive an Opinion from Lessee's counsel stating that the lease qualifies for tax-exempt financing under IRS guidelines and the Opinion must reference #2 and #3 above.
- 5) Lessee's counsel shall provide with respect to each lease (i) an opinion that such lease is duly executed and delivered by Lessee and is a legal, valid, and binding obligation of Lessee enforceable in accordance with its terms, and (ii) such other customary opinions for such municipal leases.
- 6) Customary reporting requirements of Lessee.
- 7) Lessee shall prepare and file a Form 8028-G as a condition to funding for each lease.

Confidentiality:

Except as required by law, the proposal and its terms and conditions will not be disclosed publicly or privately except to those individuals who are your officers, employees or advisors who have a need to know because of being involved in the proposed financing. The foregoing confidentiality provisions shall not apply to the disclosure of the federal income tax structure or treatment of the proposed financing.

Authorization:

Lessee acknowledges and agrees that Lessor may furnish all Lessee presented information, financials, analysis, and related credit and review materials to its employees, counsel, and agents as well as its participants and assigns. Lessee authorize Lessor to contact Umpqua Bank, and all trade suppliers and other references of Lessee, and to order any and all credit checks and investigative reports, all as Lessor deems necessary in connection with the evaluation of the transaction.

This proposal is for discussion purposes only, and is only a general, non-binding proposal on the part of Lessor.

[Acceptance page follows.]

I/We have reviewed the above Terms and Conditions and request the Lessor to pursue underwriting and approval of a commitment for the described lease agreement.

Accepted this 13 day of September, 2023

Box Elder County

By:



Printed Name:

Stan Summers

Title:

Commission Chair

Exhibit A

Box Elder County

YEAR	MAKE	MODEL	VIN	10/1/2023	10/1/2024	10/1/2025	10/1/2026	10/1/2027
2023	Ram	2500	3C6UR5DL3PG537676	\$7,000.00	\$7,000.00	\$7,000.00	\$29,094.87	\$29,094.87
2023	Ram	2500	3C6UR5DL1PG537711	\$7,000.00	\$7,000.00	\$7,000.00	\$29,094.87	\$29,094.87
2023	Ram	2500	3C6UR5DL3PG537631	\$7,000.00	\$7,000.00	\$7,000.00	\$29,094.87	\$29,094.87
2023	Ford	F350	1FT8W3BT2PEC26502	\$6,892.89	\$6,892.89	\$6,892.89	\$38,579.96	\$38,579.96
2023	Chevrolet	Suburban	1GNSKCKD5PR220154	\$6,500.00	\$6,500.00	\$6,500.00	\$30,194.70	\$30,194.70
2022	Ford	F350	1FT8W3BTXNEF88901	\$7,500.00	\$7,500.00	\$7,500.00	\$36,802.80	\$36,802.80
2023	Chevrolet	Silverado 1500	3GCUDGED5PG102667	\$7,813.24	\$7,813.24	\$7,813.24	\$24,419.55	\$24,419.55
2023	Chevrolet	Silverado 1500	3GCUDGED4PG102675	\$7,813.24	\$7,813.24	\$7,813.24	\$24,419.55	\$24,419.55

FORM OF AUTHORIZING RESOLUTION NO. 23-10

A RESOLUTION OF THE GOVERNING BODY OF BOX ELDER COUNTY, AUTHORIZING THE EXECUTION AND DELIVERY OF AN MUNICIPAL LEASE-PURCHASE AGREEMENT WITH RESPECT TO THE ACQUISITION, FINANCING AND LEASING OF CERTAIN EQUIPMENT FOR THE PUBLIC BENEFIT WITHIN THE TERMS PROVIDED HEREIN; AUTHORIZING THE EXECUTION AND DELIVERY OF DOCUMENTS REQUIRED IN CONNECTION THEREWITH; AND AUTHORIZING THE TAKING OF ALL OTHER ACTIONS NECESSARY TO THE CONSUMMATION OF THE TRANSACTIONS CONTEMPLATED BY THIS RESOLUTION.

WHEREAS, Box Elder County (the “*Lessee*”), a county duly organized and existing as a political subdivision, municipal corporation or similar public entity of the State of Utah, is authorized by the laws of the State of UTAH to acquire, finance and lease personal property for the benefit of the Lessee and its inhabitants and to enter into contracts with respect thereto; and

WHEREAS, the Lessee desires to acquire, finance and lease certain equipment with a cost not to exceed \$ 929,495.38 constituting personal property necessary for the Lessee to perform essential governmental functions (the “*Equipment*”); and

WHEREAS, in order to acquire such Equipment, the Lessee proposes to enter into Municipal Lease-Purchase Agreements (the “*Agreements*”) with Financial Pacific Leasing, Inc. DBA Umpqua Bank Equipment Leasing & Finance (or one of its affiliates), as lessor, (the “*Lessor*”), the form of which has been presented to the governing body of the Lessee at this meeting; and

WHEREAS, the governing body of the Lessee deems it for the benefit of the Lessee and for the efficient and effective administration thereof to enter into the Agreements and the other documentation relating to the acquisition, financing and leasing of the Equipment to be therein described on the terms and conditions therein and herein provided;

NOW, THEREFORE, BE IT AND IT IS HEREBY RESOLVED by the governing body of the Lessee as follows:

Section 1. Findings and Determinations. It is hereby found and determined that the terms of the Agreements, in the form presented to the governing body of Lessee at this meeting, are in the best interests of the Lessee for the acquisition, financing and leasing of the Equipment.

Section 2. Approval of Documents; Designation as Bank Qualified. The form, terms and provisions of the Agreements are hereby approved in substantially the forms presented at this meeting, with such insertions, omissions and changes as shall be approved by the Box Elder County Commission of the Lessee or other members of the governing body of the Lessee executing the same, the execution of such documents being conclusive evidence of such approval; and the Commission Chair of the Lessee is hereby authorized and directed to execute, and the Box Elder County Clerk of the Lessee is hereby authorized and directed to attest, the Agreements and any related Exhibits attached thereto and to deliver the Agreements (including such Exhibits) to the

respective parties thereto, and the Box Elder County Clerk of the Lessee is hereby authorized to affix the seal of the Lessee to such documents].

Section 3. Other Actions Authorized. The officers and employees of the Lessee shall take all action necessary or reasonably required by the parties to the Agreements to carry out, give effect to and consummate the transactions contemplated thereby (including the execution and delivery of a Final Acceptance Certificate, escrow agreements, disbursement requests and any tax certificate and agreement, as contemplated in the Agreements) and to take all action necessary in conformity therewith, including, without limitation, the execution and delivery of any closing and other documents required to be delivered in connection with the Agreements, including designation of the Agreements as “qualified tax-exempt obligations” under Section 265(b)(3)(B) of the Internal Revenue Code of 1986, as amended, if requirements for such designation can be met.

Section 4. Appointment of Authorized Lessee Representatives. The Box Elder County Auditor of the Lessee is hereby designated to act as authorized representative of the Lessee for purposes of the Agreements and any escrow agreements until such time as the governing body of the Lessee shall designate any other or different authorized representative for purposes of the Agreements or any escrow agreement.

Section 5. Severability. If any section, paragraph, clause or provision of this Resolution shall for any reason be held to be invalid or unenforceable, the invalidity or unenforceability of such section, paragraph, clause or provision shall not affect any of the remaining provisions of this Resolution.

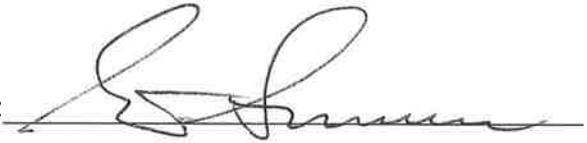
Section 6. Repealer. All bylaws, orders and resolutions or parts thereof, inconsistent herewith, are hereby repealed to the extent only of such inconsistency with respect to this Resolution. This repealer shall not be construed as reviving any bylaw, order, resolution or ordinance or part thereof.

Section 7. Effective Date. This Resolution shall be effective immediately upon its approval and adoption.

ADOPTED AND APPROVED by the governing body of the Lessee this 13th day of September.

BOX ELDER COUNTY COMMISSION CHAIR,
as lessee

By: _____



Printed Name: Stan Summers

Title: Commission Chair



ATTEST:

By: _____



Printed: Name: _____

Tammy Gibson

Title: _____

Deputy Clerk

Box Elder Children's Justice Center
**PROFESSIONAL SERVICES
AGREEMENT**

23-77

SECTION A: TERMS

I. PARTIES

This Professional Services Agreement is entered into between Jennifer Labrum
("Provider") a Mental Health Professional, with offices at 325 W. 200 S., Hyrum, UT 84319
and Box Elder County, Utah, ("the County") with offices at 1 South Main Street, Brigham City,
Utah 84302.

II. RECITALS

The County has received funding through the State CJC Program to provide mental health services to child victims of crimes, secondary victims, and to team members who work these cases. Clients are approved by the Box Elder County Children's Justice Center ("CJC").

The County desires to contract for the provision of mental health services.

The Provider satisfies the qualification requirements described in this agreement.

The Provider desires to be included on the CJC Provider List and provide service in accordance with this Agreement.

III. QUALIFICATIONS

Provider meets the minimum qualifications and agrees to meet the on-going requirements described in this section. Provider also agrees to provide the CJC up to date documentation demonstrating the necessary certifications.

A. Possess a master's degree and be a licensed, certified mental health professional able to provide counseling sessions within Utah.

B. Complete a minimum of 40 continuing education unit ("CEU") hours of specific evidence-based trauma training recognized by the National Children's Alliance ("NCA"). The trainings **may include, but are not limited to:** Trauma-Focused Cognitive Behavioral Therapy ("TF-CBT"), Parent-Child Interaction Therapy ("PCIT"), Alternatives for Families: a Cognitive Behavioral Therapy ("AF-CBT"), Eye Movement Desensitization and Reprocessing ("EMDR"), Child and Family Traumatic Stress Intervention ("CFTSI"), Child Parent Psychotherapy ("CPP"), Children with Problematic Sexual Behaviors—Cognitive Behavioral Therapy ("PSB-CBT"), and Prolonged Exposure for Adolescents ("PE-A").

C. Complete a minimum of 8 CEU hours every 2 years in the field of child abuse.

IV. RESPONSIBILITIES AND PROHIBITIONS: Pursuant to the terms of this Agreement, Provider will provide professional services to the County including the following:

- A. Provide mental health services to individuals that the CJC determines qualify and;
- B. Counseling sessions for juveniles shall be evidence-supported and trauma-focused and include: 1. Trauma-specific assessment including traumatic events and abuse-related trauma symptoms; 2. Use of standardized assessment measures initially to inform treatment, and periodically to assess progress and outcome and kept in client's file; 3. Individualized treatment plan based on assessments that are periodically re-assessed and kept in client's file; and 4. Individualized, evidence-supported treatment appropriate for the child client and other family members.
- C. Counseling sessions shall generally be one hour in duration (50 minutes for counseling and ten minutes for charting), however, the CJC may give prior written approval for longer or shorter sessions;
- D. Appointments must be available within two weeks of the CJC referral;
- E. Counseling sessions shall generally begin within ten minutes of the scheduled time unless there are exigent circumstances, and sessions may not be cut short because the Provider was not able to start on time;
- F. If an individual needs more than the 25 sessions approved in the State contract, the Provider must explain, in writing, the need for continued services and may only provide the additional services after receiving written approval from the CJC;
- G. Regularly participate in MDT case reviews at the rate of \$50 /hr.
- H. Submit invoices monthly to the CJC within thirty-five days of providing service for counseling sessions and case staffing;
- I. If a client misses an appointment, the therapist will use that time to catch up on client's charts at a rate of \$30 /hr;
- J. Participate in ongoing clinical supervision/consultation with other qualified mental health providers.
- K. The Provider shall not mix Client populations (offenders and survivors).
- L. The following are **not** allowed under any circumstances: Services where the therapist or other use coercive techniques (e.g., coercive physical restraints, use of batakas, including interference with bodily functions such as vision, breathing, movement, or noxious stimulation) to evoke an emotional response in the Client such as rage or to cause the Client to undergo a rebirth experience. Coercive techniques are sometimes also referred to as holding therapy, rage therapy, rage reduction therapy, or rebirthing

therapy. Services wherein the therapist instructs and directs Clients in the use of coercive techniques that are to be used with other persons.

V. DURATION

This Agreement shall take effect on the date it is executed by all parties, and continue until June 30, 2024. The Agreement will automatically renew for a period of one year unless either party gives written notice of an intent to not renew. The automatic renewal may occur up to ten times.

VI. INDEPENDENT CONTRACTOR

It is understood by the parties that the Provider is an independent contractor and not an agent, representative, or employee of the County nor is this contract intended to create such a relationship. It is further understood by the parties that all compensation provided hereunder shall not include deductions for FICA, Federal and State income tax and shall not include retirement benefits, health benefits, holiday pay leave or any other fringe benefit of the County.

VII. PROFESSIONAL SERVICES FEE

In consideration for the above referenced services to be performed by the Provider, the County agrees to pay a fee in the amount of \$100.00 per hour for therapy sessions. Unless otherwise negotiated and approved in writing in advance, this fee includes payment for all professional service and out of pocket expenses incurred by the Provider in the normal course of providing services pursuant to this Agreement. Time paid for trainings, travel, and late cancellations or no shows will be billed at the rate of \$30 /hr. Late cancellation or no shows are paid with the understanding that the time is used for charting of CJC clients. Attendance at the monthly staffing meetings will be compensated at the same lower hourly rate of \$50 /hr.

VIII. BOX ELDER COUNTY'S DISCRETION ABOUT CLIENT PLACEMENTS.

Box Elder County makes no express or implied guarantee or representation that it will place or maintain any clients with the Provider; that it will refer any clients to the Provider; or that any clients will select the Provider to provide or maintain services. The primary consideration in placing clients shall be the client's needs as determined solely in the discretion of the CJC.

SECTION B: INSURANCE, INDEMNIFICATION, ATTORNEY FEES, JURISDICTION AND VENUE

I. PROVIDER MUST PROVIDE INSURANCE AND INDEMNIFICATION:

- A. Required Insurance.** The Provider shall maintain adequate protection against liability as specified in this Contract. Any commercial insurance shall be obtained from insurance companies authorized to do business in the State of Utah.

Professional Liability Insurance: If the Provider is and/or employs doctors, dentists, social workers, mental health therapists or other professionals to provide services pursuant to this Contract, the Provider shall maintain a policy of professional liability insurance ("malpractice insurance") with a limit of not less than \$1,000,000 for each occurrence and \$3,000,000 aggregate. This professional liability insurance shall cover damages caused by errors, omissions or negligence related to the professional services provided pursuant to this Contract. If the professional liability insurance coverage obtained by the Provider is written on a "claims-made" basis, the certificate of insurance shall so indicate, and the policy shall contain an extended reporting period provision or similar "tail" provision such that the policy covers claims reported up to three years beyond the date that this Contract is terminated.

B. Indemnification. Regardless of the type of insurance required by this section, the Provider agrees to the following indemnification:

Provider agrees to and shall defend, hold harmless and indemnify Box Elder County, CJC, and their officials, officers and employees from and against any losses, damages, injuries, liabilities, suits, claims and proceedings arising out of the performance of this Contract or which are caused in whole or in part by the acts, failure to act, or negligence of the Provider's officers, agents, volunteers, or employees, except where the claim arises out of the sole negligence of Box Elder County.

- (1) **Definition of the Term "Claim":** As used in these "Indemnification" provisions the term "claim" includes any and all claims, losses, damages, liabilities, judgments, costs, expenses, attorneys' fees and causes of action of every kind or character (including personal injury, death, and damages to property or business interests) arising because of, out of, or in any way connected with the performance of this Contract or with a party's failure to comply with the provisions of this Contract.
- (2) **Defense of Suits Brought Upon Claims:** The Provider shall defend all suits brought upon claims and shall pay all costs and expenses including attorney's fees, but Box Elder County shall have the option to participate in the defense of any such suit in which Box Elder County perceives that its interests are not being protected by the Provider or where the Provider believes, asserts, or claims that the claim arises out of the sole negligence of Box Elder County. In the latter situation, the Provider shall notify Box Elder County within 90 days of receiving notice of the claim against it that the Provider believes, asserts or claims that the claim arises out of the sole negligence of Box Elder County. In the event the Provider fails to notify Box Elder County within this timeframe, the Provider shall defend and indemnify Box Elder County even if the claim arises out of the sole negligence of Box Elder County. The participation by Box Elder County in the defense of a claim does not relieve the Provider of any obligation pursuant to this Contract. However, if Box

Elder County elects to retain independent counsel, Box Elder County shall pay the attorney's fees and costs associated with such counsel except where Box Elder County retains independent counsel due to a claim by the Provider that the claim arises out of the sole negligence of Box Elder County. If a finding is later made that the claim did not arise out of the sole negligence of Box Elder County, the Provider shall reimburse Box Elder County for all costs including attorney's fees incurred by Box Elder County.

- (3) **No Subrogation or Contribution:** The Provider has no right of subrogation or contribution from Box Elder County for any judgment rendered against the Provider.

II. ATTORNEYS' FEES AND COSTS: If either party seeks to enforce this Contract upon a breach by the other party, or if one party seeks to defend itself against liability arising from the negligence of the other party, the prevailing party shall receive from the unsuccessful party all court costs and its reasonable attorneys' fees.

III. JURISDICTION, CHOICE OF LAW, AND VENUE: The provisions of this Contract shall be governed and interpreted according to the laws of the State of Utah. The parties will submit to the jurisdiction of the courts of the State of Utah for any dispute arising out of this Contract or the breach thereof.

SECTION C: PROVIDER'S COMPLIANCE WITH APPLICABLE LAWS AND BOX ELDER COUNTY POLICIES

I. COMPLIANCE WITH APPLICABLE LAWS: The Provider shall comply with all applicable laws. The term "applicable laws" refers to all federal and state statutes, regulations, and executive orders that apply to the Provider's activities or that impose restrictions on the Provider's use of federal or state funding or grants. It is the Provider's responsibility to obtain legal advice about the laws governing its activities.

III. COMPLIANCE WITH LICENSING STANDARDS AND OTHER LAWS: The Provider represents that it currently meets all applicable licensing standards and other requirements of federal and state law, and all applicable ordinances of the city or county in which services or care is provided. The Provider shall continue to comply with all such standards, requirements and ordinances during the term of this Contract, and if the Provider fails to do so, Box Elder County may terminate this Contract immediately.

IV. RESTRICTIONS ON CONFLICTS OF INTEREST: The Provider shall not enter into any transaction that is improper or gives the appearance of being improper because of a conflict of interest.

SECTION D: ACCESS TO RECORDS, COMPLIANCE MONITORING, AND RECORD KEEPING RESPONSIBILITIES

I. RECORD-KEEPING AND REPORTING REQUIREMENTS: The Provider shall comply with all record-keeping and reporting requirements of this Contract. The Provider shall maintain or shall supervise the maintenance of all records necessary for the proper and efficient operation of the programs covered by this Contract, including records relating to screenings, assessments, applications, determination of clients' eligibility (if applicable), the provision of services, treatment, administrative costs, and any other records, such as statistical and fiscal records, necessary for complying with the reporting and accountability requirements of this Contract.

II. RETENTION OF RECORDS: The Provider shall retain all records related to this Contract for at least the following periods of time:

- A. **Records Relating to Adult Clients:** The Provider shall retain all adult client records for at least six years from the date of last service to the adult client.
- B. **Records Relating to Child Clients:** The Provider shall retain all records relating to clients under 18 years old for at least six years from the date of last service to the child client, or until the child client reaches the age of 22, whichever period is longest.
- C. **Administrative Records:** The Provider shall retain all administrative records relating to this Contract for at least six years after the last payment on this Contract.
- D. **Method for Destruction of Client Records:** Client records which may be destroyed pursuant to this Contract shall be cross-shredded or burned to protect client confidentiality. In the case of electronic records, the Provider shall use a technique of destroying the records that adequately prevents unauthorized persons from reading or accessing the records.

III. PROTECTING THE CONFIDENTIALITY OF CLIENT RECORDS: Client records are confidential. The Provider shall restrict access to client records in accordance with State and federal laws. Client records include but are not limited to hard copy records, electronic data, audio and video tapes, digital files, photographs, scans, and other images. The Provider shall, at a minimum, maintain all client records in locked rooms or cases or in password-protected electronic files. If records are transported or contained on any electronic medium (including but not limited to computers, tablets, smart phones, USB drives, etc.) the medium shall be password protected. The Provider shall not use or disclose any client information except as specifically provided by this Contract, or as required by law. The Provider's representatives shall have access only to those portions of the records directly related to their work assignments.

IV. LOSS OR DISCLOSURE OF CLIENT RECORDS OR INFORMATION: The Provider shall have and comply with policies and procedures to protect confidential client records and information from loss, unauthorized disclosure, or data breaches (hereinafter collectively referred to as "loss"), and shall make those policies available to CJC Director. The policies and procedures shall address how client records and information will be maintained, transmitted, stored, and secured to protect against any loss. The policies and procedures shall also address the steps that will be taken in the event of any loss to notify, protect and reimburse those impacted by

the loss against potential damages as well as to prevent future losses. The Provider shall be responsible for any loss of client records or client information by it or its representatives and for any and all costs, remediation (including but not limited to credit monitoring), and damages associated with such loss. In the event of a loss, in addition to any actions required by the Provider's policies and procedures, the Provider shall notify the Box Elder County Contact Person identified on the front of this Contract; and the client or the client's parent(s) or legal guardian.

SECTION E: ASSIGNMENT, AMENDMENTS, TERMINATION

I. CONTRACT ASSIGNMENT: The Provider may not assign its benefits or obligations pursuant to this Contract to any other entity, without the prior written consent of both the CJC Director and the Box Elder County Attorney, which may be withheld for any reason.

II. CONTRACT AMENDMENTS: The parties may modify this Contract only by written amendment signed by the parties and approved by the CJC Director and Box Elder County Attorney. Upon written request by Box Elder County, any overpayments, disallowed expenditures, excess payments or questioned costs are immediately due and payable by the Provider. In the alternative Box Elder County shall have the right to withhold any or all subsequent payments pursuant to this Contract until Box Elder County fully recoups these funds. In such cases, the Provider shall not reduce the level of services required by the Contract.

III. CONTRACT TERMINATION:

- A. **Right to Terminate.** Either party may terminate this Contract, with or without cause, in advance of the Contract's expiration date by giving the other party 30 days' prior written notice.
- B. **Immediate Termination.** If the Provider's violation of this Contract creates or is likely to create a risk of harm to the clients served pursuant to this Contract, or if any other provision of this Contract allows Box Elder County to terminate the Contract immediately for a violation of that provision, Box Elder County may terminate this Contract immediately by notifying the Provider in writing.
- C. **Cooperative Efforts to Protect the Clients.** If either party elects to terminate this Contract, both parties shall use their best efforts to provide for uninterrupted client services.
- D. **Payments after Termination.** Upon termination of this Contract, the parties shall use the financial and accounting arrangements in this Contract to process payments for any undisputed services that the Provider rendered before termination. The Provider shall have no claim for services not rendered. Box Elder County shall not pay Provider for any of the Provider's obligations or expenses that extend beyond the termination date. **This provision shall survive the termination of this Contract.**

- E. **Records Retention and Access after Termination.** The Provider shall comply with the provisions of this Contract relating to the Provider's record-keeping responsibilities and Box Elder County access to records and shall ensure that the Provider's staff properly maintains all records. **This provision shall survive the termination of this Contract.**

IV. LICENSURE:

A. The Provider shall maintain a current license issued by the Utah Department of Human Services Office of Licensing (DHS/OL) for Outpatient Treatment if providing individual, or group psychotherapy. *In accordance with Utah Administrative Code Rule R501-21-5 (D) with an emphasis on domestic violence.*

V. DOCUMENTATION REQUIREMENTS:

A. **Provider Administrative Records:** The Provider shall develop and maintain written documentation to support the following:

- (1) Applicable insurance (i.e., General liability, professional liability (for professional clinical staff), automobile), including additional insured endorsements, pursuant to the insurance requirements;
- (2) Current program license and business licenses;
- (3) Copies of individual mental health professional licenses and certifications;
- (4) Documentation that the clinical oversight is occurring;

B. **Individual Client Records:** The Provider shall:

- (1) Ensure documentation in the Client's file includes all evaluation material, treatment plan, progress notes, and discharge summary.
- (2) Comply with Utah Code Annotated § 62A-4a-403, the "Child Abuse Reporting Act". The Provider shall document referrals to DHS/DCFS or Law Enforcement. This can be a separate log or a log in the specific Client file.
- (3) Ensure the Client file has a release of information signed by the parent.

C. **Other Reports or Records:**

-
- (1) ~~Maintain individual Client files in a locked file cabinet(s).~~ The Provider shall have and shall follow written procedures for ensuring the confidentiality of the Client files.

D. **Survivor Discharge Summary:**

The Provider shall:

- (1) Complete a discharge summary on each Client regardless of length of treatment.
- (2) Include date of discharge, progress on treatment goals, and recommendations for future service or treatment needs.
- (3) Maintain a copy of the discharge summary in the Client's file.

E. Questioned costs: The CJC may consider any billing by the Provider to be a questioned cost if the billing is not supported by proper documentation verifying that the amounts billed for services provided or costs incurred pursuant to this Contract were actually provided or incurred in accordance with Contract provisions. The Provider shall not obtain duplicate recovery from third-party resources for services delivered pursuant to this Contract.


Executed by:

Provider:

By: _____

Date: _____

BOX ELDER COUNTY

By:  _____
Chairman, Box Elder County Commission

Date: September 13, 2023

Box Elder County Economic Development

Annual "Rural County Grant" Process

Quick Context:

- SB95 Created County Grant in 2020
- Funds must be deployed for development
- Can be used
- Required for and utilization
- Advisory Board
- CEO Advisor
- review and strategic approach to development county

Senate Bill 95 at a glance

- * Specifically targeted rural economic development.
- * Originally created a two-part grant program: Part A and Part B.
- * Part A allows for up to \$200k to be used for economic development purposes. Renamed "Rural County Grant".
- * Part B provides up to \$600k, but is competitive. Typical to have more applicant requests than existing funding.

Renamed "Rural Communities Opportunity Grant".

- * Both RCG and RCOG require use of CEO Advisory Board to make recommendations to the County Commission on how to use funding.

Search Q

UTAH STATE



LEGISLATURE

S.B. 95 Economic Development Amendments

Bill Text

Status

Hearings/

Bill Sponsor:



Sen. Sandall, Scott D. R

Substitute Sponsor: R

Drafting Attorney: Pet

Fiscal Analyst: Timothy

Rural County Grant

- * Annual process - convene CEO Advisory Board; Present to the County Commission those suggested EconDev activities
- * Last year Cache, Box Elder, and Rich counties leveraged funding to move the department & activities under BRAG
- * Each county utilizes their own CEO Advisory Board and directs their county's unique approach to the ensuing year's application.
- * Including an appropriation to BRAG, which uses a formula based upon population.



Economic Development Advisory Board Recommendations

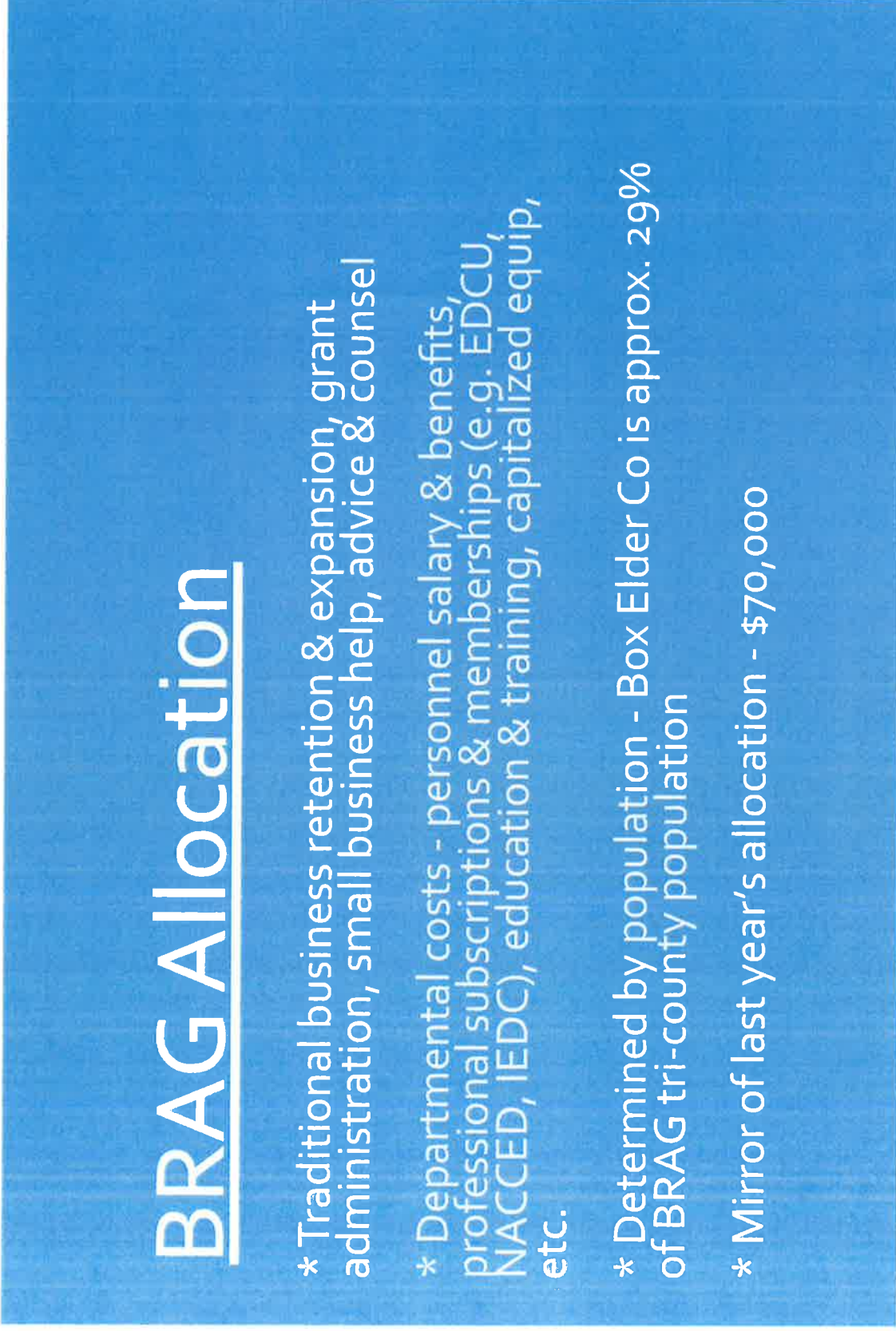
CEO Advisory Board offers the following recommendations:

Quick List

1. Allocation
2. Entrepreneurship
3. Innovation
4. Inland Port
5. Marketing
6. Workforce Training
7. Scenic Training
8. Washakie
9. Rural Communities
10. SWOT
11. Arts & Culture
12. Study
13. UADA / Inc
14. Cluster Car

BRAG Allocation

- * Traditional business retention & expansion, grant administration, small business help, advice & counsel
- * Departmental costs - personnel salary & benefits, professional subscriptions & memberships (e.g. EDCU, NACCED, IEDC), education & training, capitalized equip, etc.
- * Determined by population - Box Elder Co is approx. 29% of BRAG tri-county population
- * Mirror of last year's allocation - \$70,000



BRAG

BRAG • DEPARTMENTS



Bridgerland Tech Entrepreneurship & Innovation Campus

- * Mirror success of Logan campus
- * Business coaching and mentorship; brings resources to start-ups
- * Fosters growth from within the community; homegrown entrepreneurship
- * Repurposing prior Lazy Boy admin offices
- * Combine with prior years' unspent funds; Approx. \$50k



Inland Port Logistics & Recruitment

- * Golden Spike Project Area has been formally adopted
- * Purpose: Thoughtful and targeted recruitment; Education campaign and listening sessions with local stakeholders - what inland ports are vs what they are not. Once compiled, updating General Plans and employ a targeted marketing campaign.
- * Objective: Highest, best use of the Inland Port project area sites
- * Not to exceed \$10k



Workforce Skills Scholarships

- * Provide matching funds for upskilling current workforce
- * Purpose: Business retention of major employers facing workforce supply challenges. Most applicants in recent years do not have the necessary skills, but employers are having to hire them and assume the cost of training.
- * Other states' with higher rates of unemployment numbers are modifying recruitment efforts, targeting growing Utah companies
- * Not to exceed \$20k



Autoli



NORTHROP G

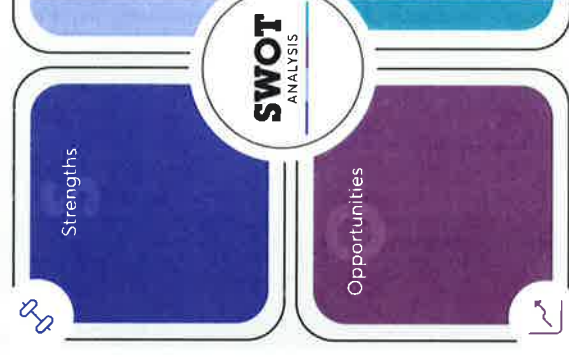
Washakie Repurposing

- * Once free of bankruptcy encumbrances, this site could become a strong industrial location with proximity to an established transportation network.
- * Purpose: To use towards site development and strategic planning. Washakie is a unique asset, by capital investment miles from population centers, zoning, and capabilities.
- * Not to exceed \$10k



Rural Community SWOT

- * Utilize local community matching grant model - pass-through County grant funding matched with a participating community's contribution
- * Purpose: To use towards business retention & recruitment, specific to different communities' unique assets and desires
- * Not to exceed \$15k



Impact of Arts & Culture

- * "You can't improve what you don't measure."
What impact do cultural events like Peach Days and sites like the Spiral Jetty and Promontory Point contribute to Box Elder County's economy?
- * Purpose: To determine a quantifiable impact (direct and indirect) on the local economy and impact on wages; establish a baseline metric for future comparisons. Would be in conjunction with Joan/Tourism and the Chamber of Commerce.
- * Impact on Sales & Use Tax and economic diversification; determine (non)resident contribution and seasonality
- * Not to exceed \$5k

4th
(5th in 2011)
Cultural Industry
Employment Share
of Total State
Employment

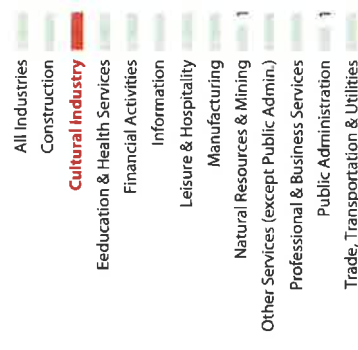
5th
(13th in 20
Cultural Indu
Compensati
Share of Total
Compensati

About 7.5% of
are in, or indirectly supported by



Note: Includes full- and part-time private and public e
Source: Kern C. Gardner Policy Institute analysis of U

Figure 6: Year-Over Change in Jobs



UADA / Aerospace & Defense

- * A&D is 20% of Utah's overall economy
- * Purpose: To advance Box Elder County's position within the industry sector. Northrop Grumman's dominant presence and our proximity to Hill AFB gives BECo a unique opportunity to market ourselves to suppliers to this industry and diversify our reliance on one major employer.
- * Targeted marketing and attraction campaign
- * Not to exceed \$20k



Rural County Grant

- * FY24 Submission Deadline: Oct. 1st
- * Requires use of the CEO Advisory Board to review and forward recommendations to the County Commission
- * Requires approval/vote from the “local legislative body” - County Commissioners



Rural County Grant

BRAG Allocation	
B-Tech Entrepreneurship Center	\$70,000
Local Inland Port Site Marketing	\$50,000
Workforce Upskilling Scholarships	\$10,000
Washakie Repurposing	\$20,000
Rural Community SWOT	\$10,000
Arts & Culture Impact Assessment	\$15,000
UADA / A&D Industry Campaign	\$5,000
	<u>\$20,000</u>
Total RCG Grant Request (Not to Exceed)	\$200,000



RELEASE AGREEMENT # 23-78

This Release Agreement is made by and between Box Elder County, a subdivision of the State of Utah, (hereinafter referred to as "County") and Ernest Harding, an individual and owner of Ernie's Heating, Inc. (hereinafter referred to as "Harding"), and Ernie's Heating, Inc., a corporation, (hereinafter referred to as "Ernie's Heating").

RECITALS

WHEREAS, Harding and Ernie's Heating are the owner(s) of a business, certain real property and improvements located at approximately 19 East 100 South in Brigham City, Box Elder County, State of Utah (hereinafter referred to as "the Property"); and

WHEREAS, the Property was damaged during the 2022-2023 winter season by a Box Elder County employee while removing snow from the adjoining County property; and

WHEREAS, the County acknowledges and accepts responsibility for this damage, but has been unable to make the necessary repairs as originally anticipated; and

WHEREAS, as a result of the County's inability to make the necessary repairs, the County has offered to pay Harding and Ernie's Heating compensation for the damages caused by the County; and

WHEREAS, Harding and Ernie's Heating have agreed to accept compensation from the County as a full and final resolution of this matter; and

WHEREAS, the County, Harding and Ernie's Heating have now reached a mutual resolution for the compensation of damages and settlement of all current and future claims, and are desirous of formalizing this settlement in this Release Agreement;

NOW THEREFORE, based upon the above recitals and the consideration set forth herein, the County, Harding and Ernie's Heating do hereby agree as follows:

AGREEMENT

1. In exchange for Harding's and Ernie's Heating's release of any and all claims against County relating to the damage caused by County to the Property while removing snow during the 2022-2023 winter season, County shall pay the sum of One Thousand Dollars (\$1,000.00) jointly to Ernest Harding and Ernie's Heating, Inc. This payment shall be made by the County issuing a single check, in the amount of One Thousand Dollars (\$1,000.00) payable jointly to "Ernest Harding and Ernie's Heating, Inc."
2. In exchange for the County's payment of the sum of One Thousand Dollars (\$1,000.00) jointly to Ernest Harding and Ernie's Heating, Inc., Harding and Ernie's Heating do hereby both release and forever discharge the County, its elected officials, employees and agents from any and all causes of action, demands, claims and any other liability, whether

known or unknown arising out of or associated in any way with the County's removal of snow during the 2022-2023 winter season.

3. Harding and Ernie's Heating do acknowledge that this is a complete, final, full, absolute and unconditional release of any and all claims Harding and/or Ernie's Heating have or may have against the County, its elected officials, employees and agents arising out of or relating in any manner to the County's removal of snow during the 2022-2023 winter season.
4. This Release Agreement supersedes any and all prior agreements, either written or oral, and is the entirety of the agreement by and between County, Harding and Ernie's Heating with respect to County's removal of snow during the 2022-2023 winter season.



DATED this 13th day of September 2023.

"County"


Stan Summers
County Commission Chair

Attest:


Marla Young
County Clerk

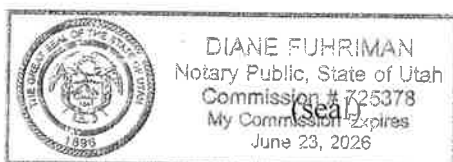
DATED this 14th day of September, 2023.

"Harding"


Ernest Harding, Owner

State of Utah)
 §
County of Box Elder)

On this 14 day of September, in the year 2023, before me, Diane Fuhrman a notary public, personally appeared Ernest Harding ^{DS}, proved on the basis of satisfactory evidence to be the person(s) whose name(s) (is/are) subscribed to this instrument, and acknowledged (he/she/they) executed the same.




(notary signature)

DATED this 14 day of September, 2023.

"Ernie's Heating"

Ernest Harding
By: Ernest Harding
Its:

State of Utah)
 §
County of Box Elder)

On this 14 day of September, in the year 2023, personally appeared before me Ernest Harding, whose identity is personally known by me (or proven on the basis of satisfactory evidence) and who by me duly sworn/affirmed, did say that he is the owner of Ernie's Heating, Inc. and that said document was signed by him in behalf of said corporation by authority of its By-laws, and said Ernest Harding acknowledged to me that said corporation executed the same.



Diane Fuhriman
(notary signature)

RESOLUTION NO. 23-11

A RESOLUTION OF THE BOX ELDER COUNTY COMMISSION RECOGNIZING THE SHARP FAMILY AND THEIR LOCALLY OWNED BUSINESSES, SHARP TRANSPORTATION AND SHARP POWDER COAT, FOR THEIR YEARS OF PHILANTHROPIC EFFORTS SUPPORTING OUR COUNTRY'S MILITARY, VETERANS, AND THEIR FAMILIES AS WE CELEBRATE NATIONAL POW/MIA RECOGNITION DAY ON SEPTEMBER 15th, 2023.

WHEREAS, Sharp Trucking was founded by John T. Sharp in northern Utah in 1970 and Zan Sharp, John's son, purchased the company and incorporated Sharp Transportation in 1990; and

WHEREAS, Zan Sharp and his wife, Vivian, started Sharp Powder Coat based in Brigham City in 2002; and

WHEREAS, the Sharp's have owned and operated Sharp Transportation and Sharp Powder Coat in Box Elder County, and other locations throughout Utah and the U.S., for over 30 years, employing over 250 people; and

WHEREAS, Wreaths Across America, a non-profit organization, is dedicated to ensuring we "remember our fallen U.S. veterans, honor those who serve, and teach our children the value of freedom"; and

WHEREAS, The Wall That Heals, a non-profit organization, brings The Wall, a replica of the Vietnam Memorial in Washington D.C., to communities throughout the county to allow the souls enshrined on the Memorial to exist once more among family and friends, while serving a reminder and education to all of the sacrifices made by those who have served; and

WHEREAS, the Sharp Family and businesses have shown their consistent honor for our nation's frontline protectors and their families over the years through significant support both financially and of in-kind donations of labor and use of their trucks and trailers to both the Wall that Heals and the Wreaths Across America nonprofit organizations.

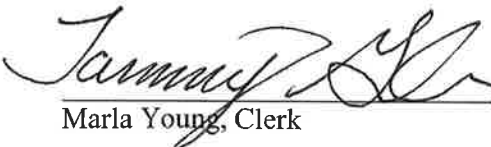
NOW THEREFORE, BE IT RESOLVED by the County Legislative Body of Box Elder County, State of Utah, with 3 members present and 3 members voting in favor. thereof, as follows:

That the County Commission of Box Elder County official proclaims their gratitude and wishes to recognize the Sharp Family, Sharp Transportation and Sharp Powder Coating for their contributions to Box Elder County by the success of their local, family-owned businesses and their outstanding philanthropic support of our country's military, veterans, and their families.

DATED this 13th day of September 2023.


Stan Summers, Chairman

ATTEST:


Marla Young, Clerk



ORDINANCE NO. 585

AN ORDINANCE OF BOX ELDER COUNTY AMENDING THE BOX ELDER COUNTY ZONING MAP BY REZONING 4 ACRES LOCATED AT APPROXIMATELY 4815 NORTH HIGHWAY 38 FROM RR-5 (RURAL RESIDENTIAL 5 ACRES) TO RR-2 (RURAL RESIDENTIAL 2 ACRES) ZONE.

WHEREAS, the applicant is requesting that the property described herein be zoned from RR-5 (Rural Residential 5 acres) to the RR-2 (Rural Residential 2 acres) zone; and

WHEREAS, the Box Elder County Planning Commission scheduled a public hearing on the petition to rezone the property and amend the Box Elder County zoning map and provided notice of the public hearing by mailing notice to each affected property owner and each adjacent property owner, and each affected entity at least 10 calendar days before the public hearing, and by posting it on the county's official website; and by publishing it on the Utah Public Notice Website at least 10 calendar days before the public hearing; and

WHEREAS, the Box Elder County Planning Commission, after appropriate notice, held a public hearing on August 17, 2023, to allow the general public to comment on this proposed rezone and amendment of the zoning map; and

WHEREAS, after providing for public comment from the general public, the Box Elder County Planning Commission has found and determined that the proposed rezone and amendment to the zoning map 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 the property to be rezoned 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 zoning map as has been requested; and

WHEREAS, the Box Elder County Commission, after appropriate notice, held a public meeting on September 13, 2023 to review and discuss this proposed amendment; and

WHEREAS, after reviewing and discussing, the Board of County Commissioners of Box Elder County, Utah finds that the amendment to the zoning map as set forth below 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 the property to be rezoned 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: Zoning Map Amendment. The Zoning Map of Unincorporated Box Elder County is hereby amended by classifying the following described parcels in unincorporated Box Elder County from RR-5 (Rural Residential 5 acres) to the RR-2 (Rural Residential 2 acres) zone:

PARCEL 04-028-0034

BEG N89*49'02"W ALG SEC/L 259.93 FT FRM NE COR OF SEC 22 SD POB BEING ON THE W R/W FENCE OF HWY 69, S33*10'32"E ALG SD W R/W FENCE 82.65 FT, N89*49'02"W 893.87 FT, N00*10'58"E 69.03 FT TO SEC/L, N67*00'E 683.43 FT TO W R/W FENCE OF SD HWY 38, S39*06'45"E ALG SD W R/W FENCE 347.65 FT TO BEG. BEING IN THE SE/4 OF SEC 15 & THE NE/4 OF SEC 22 T10N R02W SLM. CONT 4.00 AC.

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

PASSED, ADOPTED AND A SYNOPSIS ORDERED PUBLISHED this 13th day of September, 2023, by the Board of County Commissioners of Box Elder County, Utah,

Commissioner Summers
Commissioner Bingham
Commissioner Perry

Voting Yes
Voting Yes
Voting Yes



Attest:

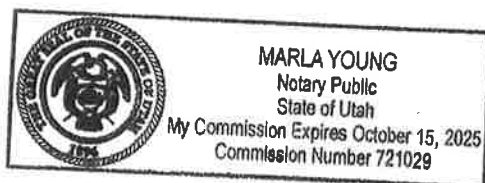
Marla Young
Marla Young
Box Elder County Clerk

[Signature]
Box Elder County Commission - Chair

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

On this 13th day of September, 2023, personally appeared before me, the undersigned notary public, Stan Summers, whose identity is personally known to me (or proved on the basis of satisfactory evidence) and who by me duly sworn (or affirm), did say he is the **Commissioner for Box Elder County** and said document was signed by him in behalf of said Corporation and acknowledged to me that said Corporation executed the same.

My Commission Expires: Oct. 15, 2025



[Signature]
Notary Public