

**MINUTES  
BOX ELDER COUNTY COMMISSION  
APRIL 20, 2022**

The Board of County Commissioners of Box Elder County, Utah met in an Administrative/Operational Session at the County Courthouse, 01 South Main Street in Brigham City, Utah at 11:15 a.m. on **April 20, 2022**. The following members were present:

Jeff Scott	Chairman
Stan Summers	Commissioner
Jeff Hadfield	Commissioner
Marla R. Young	Clerk

The following items were discussed:

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

The Administrative/Operational Session adjourned at 11:23 a.m.

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

Jeff Scott	Chairman
Stan Summers	Commissioner
Jeff Hadfield	Commissioner
Marla Young	County Clerk

The prayer was offered by Commissioner Hadfield.

The Pledge of Allegiance was led by Nate Adams.

**APPROVAL OF MINUTES**

**THE MINUTES OF THE REGULAR MEETING OF APRIL 06, 2022 WERE APPROVED AS WRITTEN ON A MOTION BY COMMISSIONER SUMMERS, SECONDED BY COMMISSIONER HADFIELD AND UNANIMOUSLY CARRIED.**

**ATTACHMENT NO. 1 - AGENDA**

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

**All Wars Memorial - Commissioner Summers**

Commissioner Summers mentioned the VFW American Legion would like to create an all wars memorial. He stated that the county would be supportive of the memorial.

**FORMER AGENDA ITEMS FOLLOW-UP – COMMISSIONERS**

There were no Former Agenda items discussed.

**EMERGENCY MANAGEMENT ISSUES**

There were no Emergency Management Issues discussed.

**ARPA**

**New ARPA Applications - Chairman Scott**

Chairman Scott stated they have received a couple more applications. He said the 2nd tranche of funding will be coming in at a later date.

**PUBLIC INTERESTS / PRESENTATIONS / CONCERNS**

**Presenting BRHD Annual Report-Jordan Mathis and Estee Hunt**

Jordan Mathis, Director and Estee Hunt, Public Information Officer of Bear River Health Department presented the annual report. They gave a brief history of the health department and thanked the Commission for their support. They said the health department was established over fifty years ago and they are looking forward to the next fifty years. They presented their strategic goals for the communities and stated that the Bear River Health District is among the healthiest in the state. They thanked the Medical Reserve Corp. for their assistance during the Covid Pandemic and gave some statistics on volunteer hours.

A full view of the annual report may be found at <https://brhd.org/2021-brhd-annual-report/>

**ATTORNEY'S OFFICE**

**NUCWMA MOU #22-10-Anne Hansen**

Attorney Stephen Hadfield stated the Northern Utah Cooperative Weed Management Area was created 5yrs ago to be able to work together with other agencies to treat noxious weeds. It includes the BLM, Forest Service, six Utah Counties, the DWR, and other private entities. The ratification of the MOU will set a standard throughout Utah.

Commissioner Summers stated he talked with Brett Selman about adding invasive species such as the mormon crickets, as they have returned.

**MOTION:** Commissioner Hadfield made a motion to approve the NUCWMA MOU #22-10. The motion was seconded by Commissioner Summers and unanimously carried.

**ATTACHMENT NO. 2 - MOU #22-10**

**COMMISSIONERS**

**NADO Board of Directors –Commissioner Summers**

Commissioner Summers reported he was elected to the National Board of Developmental Organizations eight years ago. He said he has been re-elected for another two year term. He stated he is the only elected official west of the Mississippi on the board.

**Notice of Vacancy Letter to Republican Party Chairman-Commissioners**

Chairman Scott explained that effective April 15, 2022 at 5 p.m. County Auditor Tom Kotter resigned. As per state statute the Commission needs to give formal notice of the vacancy. The Commission will send a letter to the Republican Party Chairman, Dale Millsap. The party has 30 days to submit a name back to the Commission, then the Commission has 5 days to approve the name. Depending on timing, this may require a special Commission meeting.

**MOTION:** Commissioner Summers made a motion to officially send the vacancy notice to the Republican Party Chairman. The motion was seconded by Commissioner Hadfield and unanimously carried.

**ATTACHMENT NO. 3 - Vacancy Letter**

**COMMUNITY DEVELOPMENT**

**Fry Subdivision (1-lot)-Scott Lyons**

Community Development Director Scott Lyons explained the Fry Subdivision (1-Lot) is located at 5055 W 12000 N. The subdivision contains two acres that have been split from a larger agricultural parcel. The subdivision has been reviewed by all departments and is recommended for approval.

**MOTION:** Commissioner Hadfield made a motion to approve the Fry Subdivision (1-Lot). The motion was seconded by Commissioner Summers and unanimously carried.

**Appoint Planning Commission Members-Scott Lyons**

Community Development Director Scott Lyons stated the Planning Commission has recommended the reappointment of Melonee Wilding and Jared Holmgren to continue serving on the commission. He said Laurie Munns and Mike Udy are leaving. He reported Jed Pugsley from the Snowville area will replace Laurie Munns and Lonnie Jensen will replace Mike Udy for the remainder of the terms. He said they are also appointing two alternates Jennifer Jacobsen of Riverside and Vance Smith from Garland. He expressed appreciation for those who have served for many years.

**MOTION:** Commissioner Hadfield made a motion to approve the Planning Commission appointments of Melonee Wilding, Jared Holmgren, Jed Pugsley, Lonnie Jensen, Jennifer Jacobson and Vance Smith for the respective terms. Commissioner Summers seconded the motion and the motion unanimously carried.

**Corridor Preservation Fund 2022 Priority List-Scott Lyons**

Community Development Director Scott Lyons stated the COG (Council of Governments) approved a priority funding list for corridor preservation funding at the April 4, 2022 meeting. In order for funding, the projects are required to be on the priority list.

**MOTION:** Commissioner Summers made a motion to approve the Corridor Preservation fund 2022 Priority List. Commissioner Hadfield seconded the motion, and was unanimously carried.

**ATTACHMENT NO. 4 - 2022 Priority List**

**FAIRGROUNDS**

**Fee Schedule to Rent Out Fairgrounds and Equipment-Jan Rhodes**

This item was canceled.

**Approval for Signage for Parking Lots at the Fairgrounds-Jan Rhodes**

This item was canceled.

**SHERIFF'S OFFICE**

**Renewal of Contract #22-11 for Bailiff Security - Sheriff Kevin Potter**

Sheriff Kevin Potter explained Contract #22-11 is a renewal contract regarding court security and Bailiffs. No changes have been made. The contract is with the state for reimbursement for services rendered.

**MOTION:** Commissioner Hadfield made a motion to approve Contract #22-11 for court and bailiff security. The motion was seconded by Commissioner Summers and unanimously carried.

**ATTACHMENT NO. 5 - Contract #22-11**

**WARRANT REGISTER – COMMISSIONERS**

The Warrant Register was signed on a motion and the following claims were approved: Claim numbers 117610 through 117689 in the amount of \$1,105,342.71 with voided claim number 117687 and claim numbers 117690 through 117756 in the amount of \$437,145.01.

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

Employee Name:	Department:	PA Type:	Effective Date:
WEBB, KURT	LANDFILL	COMPENSATION CHANGE	02/15/2022
BROWN, FAYLENE	RECORDER	COMPENSATION CHANGE	04/07/2022
DAVIS, SHANE	EMERGENCY MGMT	VOLUNTEER	04/20/2022
KOTTER, THOMAS	AUDITOR	SEPARATION	04/15/2022
BARROW, ROBERT	ROADS	REHIRE	04/11/2022
KOSSMAN, DWAYNE	WEEDS	REHIRE	04/11/2022
CROCKETT, LYNNETTE	TOURISM	COMPENSATION CHANGE	04/30/2022
GUTIERREZ, DAMIEN	SHERIFF'S OFFICE	COMPENSATION CHANGE	04/12/2022
WILKINS, RICH	EMERGENCY MANAGEMENT	VOLUNTEER	04/20/2022
MERAZ, MARY	RECORDER	SEPARATION	04/11/2022
WALLACE, KINLEY	ATTORNEY	STATUS CHANGE	04/11/2022

**CLOSED SESSION**

**Strategy session to discuss pending or reasonably imminent litigation, the discussion of the character, professional competence, or physical or mental health of an individual, and discussion regarding deployment of security personnel, devices, or systems**

**MOTION:** At 12:11p.m. a motion was made by Commissioner Summers to move into a closed session. The motion was seconded by Commissioner Hadfield and unanimously carried.


**MOTION:** At 1:08 p.m. a motion was made by Commissioner Summers to reconvene into regular commission meeting. Commissioner Hadfield seconded the motion. The motion carried unanimously and regular commission meeting was reconvened.

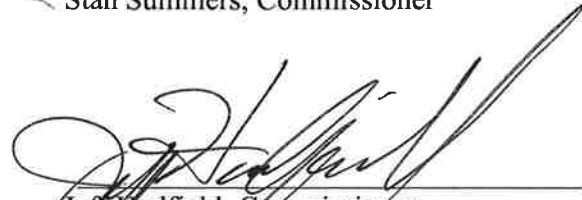
**ADJOURNMENT**

A motion was made by Commissioner Hadfield to adjourn. Commissioner Scott seconded the motion, and the meeting adjourned at 1:09 pm.

**ADOPTED AND APPROVED** in regular session this 4th day of May 2022.

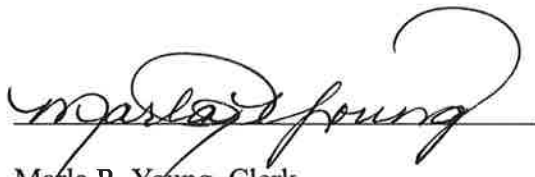
  
Jeff Scott, Chairman

  
Stan Summers, Commissioner

  
Jeff Hadfield, Commissioner



ATTEST:

  
Marla R. Young, Clerk



## COUNTY COMMISSION MEETING

Commission Chambers, 01 South Main Street, Brigham City, Utah 84302  
Wednesday, April 20, 2022 at 11:30 AM

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### AGENDA

**NOTICE:** *Public notice is hereby given that the Box Elder County Board of County Commissioners will hold an Administrative/Operational Session commencing at 11:15 A.M. and a regular Commission Meeting commencing at 11:30 A.M. on Wednesday April 20, 2022 in the Commission Chambers of the Box Elder County Courthouse, 01 South Main Street, Brigham City, Utah.*

#### **1. ADMINISTRATIVE / OPERATIONAL SESSION**

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

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

- A. Invocation Given by: Commissioner Hadfield
- B. Pledge of Allegiance Given by: Shaun Thornley
- C. Approval of Minutes 04-06-2022

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

#### **4. FORMER AGENDA ITEMS**

#### **5. EMERGENCY MANAGEMENT ISSUES**

#### **6. ARPA**

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

- A. 11:38 Presenting BRHD Annual Report-Jordan Mathis and Estee Hunt

#### **8. ATTORNEY'S OFFICE**

- A. 11:43 NUCWMA MOU # 22-10-Anne Hansen

#### **9. COMMISSIONERS**

- A. 11:45 NADO Board of Directors –Commissioner Summers
- B. 11:48 Notice of Vacancy Letter to Republican Party Chairman-Commissioners

#### **10. COMMUNITY DEVELOPMENT**

- A. 11:53 Fry Subdivision (1-lot)-Scott Lyons
- B. 11:55 Appoint Planning Commission Members-Scott Lyons
- C. 11:57 Corridor Preservation Fund 2022 Priority List-Scott Lyons

#### **11. FAIRGROUNDS**

- A. 11:59 Fee Schedule to Rent Out Fairgrounds and Equipment-Jan Rhodes
- B. 12:01 Approval for Signage for Parking Lots at the Fairgrounds-Jan Rhodes

**12. SHERIFF'S OFFICE**

A. 12:03 Renewal of Contract #22-11 for Bailiff Security -Sheriff Kevin Potter

**13. WARRANT REGISTER**

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

**15. CLOSED SESSION**

**16. ADJOURNMENT**

Prepared and posted this 15th day of April, 2022. Mailed to the Box Elder News Journal and the Leader on the 15th of April, 2022. These assigned times may vary depending on the length of discussion, cancellation of scheduled agenda times and agenda alteration. Therefore, the times are estimates of agenda items to be discussed. If you have any interest in any topic you need to be in attendance at 11:30 a.m.

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 than the last name "Young".

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.



NORTHERN UTAH COOPERATIVE WEED MANAGEMENT AREA  
MEMORANDUM OF UNDERSTANDING  
BETWEEN  
BOX ELDER COUNTY, UTAH  
AND  
CACHE COUNTY, UTAH  
AND  
RICH COUNTY, UTAH  
AND  
WEBER COUNTY, UTAH  
AND  
MORGAN COUNTY, UTAH  
AND  
DAVIS COUNTY, UTAH  
AND  
UTAH CONSERVATION  
DISTRICT, ZONE 1  
AND  
UTAH CONSERVATION DISTRICT, ZONE 2  
AND  
UTAH DIVISION OF WILDLIFE  
RESOURCES  
AND  
USDA, FOREST SERVICE UINTA-WASATCH-CACHE  
NATIONAL FOREST  
AND  
UTAH FORESTRY, FIRE AND STATE LANDS  
AND  
COLDWATER RANCH  
AND  
BUREAU OF LAND MANAGEMENT, WEST DESERT DISTRICT  
AND  
UTAH WEED SUPERVISORS ASSOCIATION

This Memorandum of Understanding (MOU) is hereby entered into by and between Box Elder County, Cache County, Rich County, Weber County, Morgan County, Davis County, Utah Conservation District Zone 1, Utah Conservation District Zone 2, the Utah Division of Wildlife Resources, the USDA Forest Service Uinta-Wasatch-Cache National Forest, Utah Forestry, Fire and State Lands, Coldwater Ranch, the Bureau of Land Management West Desert District, and Utah Weed Supervisors Association, hereinafter referred to as Cooperators, hereinafter referred to as The Northern Utah Cooperative Weed Management Area (NUCWMA). The entities listed above may be collectively referred to as the Parties to this MOU. It is made under the authority of the Federal Noxious Weed Act of 1974 (PL 93-629), the Utah Noxious Weed Law, Title 4, Chapter 17, the Invasive Species Executive Order of February 3, 1999, and the Watershed Restoration and Enhancement Agreement Authority of FY 1999 and Beyond, Section 323(a.)

## A. PURPOSE

The purpose of this MOU is to document a framework of cooperation to address the effects of noxious/invasive weeds across jurisdictional boundaries within the Northern Utah area, by establishing the Northern Utah Cooperative Weed Management Area (NUCWMA) in accordance with this MOU and the incorporated Exhibits:

<u>Exhibit</u>	<u>Contents</u>
A	Signatory Authorities
B	CWMA Members and Responsibilities
C	Definitions
D	Northern Utah CWMA Map & Area Photos

Exhibits to this MOU may be revised or deleted by Board consensus. The latest revision of any Exhibit will automatically be incorporated into this MOU without necessitating a formal modification.

## B. STATEMENT OF MUTUAL BENEFIT AND INTERESTS:

The above named agencies and cooperators have noxious weed control responsibilities and interests on adjacent and co-mingled lands in the Northern Utah CWMA through the listed authorities.

Each of the Parties to this MOU have or have access to financial resources for the management of noxious weeds, and/or maintains equipment and personnel for the purpose of controlling noxious weeds within their own jurisdiction. Uncontrolled weed populations in one jurisdiction greatly affect the ability of other land managers to control weeds on lands they administer. The Cooperators desire to come together in a formal manner and promote an integrated weed management program throughout the CWMA that includes public relations, education and training in the noxious weed area as well as coordination or weed control efforts and methods, sharing of resources and designing other desirable resource protection measures relative to weed management. This will be accomplished under the general direction of a Board of Directors (Board) who shall designate Working Committees. SEE EXHIBIT B FOR BOARD ORGANIZATION AND RESPONSIBILITIES. SEE EXHIBIT C FOR DEFINITIONS.

The Federal agencies involved have been directed to complete and implement agreements with State agencies and other partners under Sec. 15(3) of the Federal Noxious Weed Act and Watershed Restoration and Enhancement Agreement of FY1999 and beyond, Section 323(a).

C. EACH OF THE PARTIES TO THIS MOU SHALL:

1. Agree to establish the Northern Utah CWMA as depicted on the CWMA map. SEE EXHIBIT D for the Northern Utah CWMA MAP.
2. Agree to the formation of a Northern Utah CWMA Board (Board) to provide expertise and oversight to weed management activities within the CWMA.
3. Work through the Board to provide necessary information to:
  - a. Revise or delete the Exhibits to this MOU.
  - b. Establish an Integrated Noxious/Invasive Weed Management Strategic Plan.
  - c. Develop and implement an Annual Operating Plan (AOP).
4. Agree that the Strategic Plan and AOP will have goals, objectives and actions that are aligned with, the "Northern Utah CWMA Strategic Plan for Managing Noxious/Invasive Weeds." The Strategic Plan will describe the goals and objectives for the CWMA and will be guiding document for the management of noxious/invasive weeds within the CWMA. AOP's will describe the responsibilities associated with the implementation of these management strategies.
5. Recognize that each of the Parties to this MOU retains primary responsibility and management discretion for the lands under their jurisdiction.
6. Consider entering into separate arrangement(s) to implement management activities associated with the Strategic Plan and AOP's. Such arrangement(s) shall be independently authorized by appropriate statutory authority, and may include, but are not limited to: Collection Agreements, Challenge Cost-Share Agreements, Participating Agreements, Volunteer Agreements, Grants, Cooperative Agreements, Procurement, and inter-local agreements. SEE EXHIBIT A FOR STATUTORY AUTHORITIES.

D. IT IS MUTUALLY AGREED AND UNDERSTOOD BY ALL PARTIES THAT:

1. FREEDOM OF INFORMATION ACT (FOIA). Any information furnished to the Forest Service under this instrument is subject to the Freedom of Information Act (5 U.S.C. 552).
2. PARTICIPATION IN SIMILAR ACTIVITIES. This instrument in no way restricts the Parties to this MOU from participating in similar activities with other public or private agencies, organizations, and individuals.
3. COMMENCEMENT/EXPIRATION/TERMINATION:  
**Commencement:** This MOU takes effect upon the signature of the Parties to this MOU and shall remain in effect for five years from the date of execution.

**Termination:** Any of the parties herein may terminate this MOU by providing 60 days written notice to the other parties.

**Expiration Date:** This MOU is executed as of the date of last signature and, unless sooner terminated, is effective through 04/12/2027, at which time it will expire unless renewed.

4. RESPONSIBILITIES OF PARTIES. The **Parties of this MOU** and their respective agencies and offices will handle their own activities and utilize their own resources, including the expenditure of their own funds, in pursuing these objectives. Each party will carry out its separate activities in a coordinated and mutually beneficial manner. All signing parties will be responsible and accountable for their own funds, equipment and personnel.
5. NON-FUND OBLIGATING DOCUMENT. Nothing in this MOU shall obligate the Parties to this MOU to obligate or transfer any funds. Specific work projects or activities that involve the transfer of funds, services, or property among the various agencies and offices of the Parties to this MOU will require execution of separate agreements and be contingent upon the availability of appropriated funds. Appropriate statutory authority must independently authorize such activities. This MOU does not provide such authority. Negotiation, execution, and administration of each such agreement must comply with all applicable statutes and regulations.
6. ESTABLISHMENT OF RESPONSIBILITY. This MOU is not intended to, and does not create, any right, benefit, or trust responsibility, substantive or procedural, enforceable at law or equity, by a party against the United States, its agencies, or its officers.
7. AUTHORIZED REPRESENTATIVES. By signature below, the Parties to this MOU certify that the individuals listed in this document as representatives of the Parties to the MOU are authorized to act in their respective areas for matters related to this MOU.

In witness whereof, the Parties hereto have executed this MOU as of the last date written below:

**EXHIBIT "A" SIGNATORY AUTHORITIES**

**UTAH DIVISION OF WILDLIFE RESOURCES**

\_\_\_\_\_  
(Signatory Official's Name)

\_\_\_\_\_  
Position

\_\_\_\_\_  
Date

**BOX ELDER COUNTY WEED DEPARTMENT**

  
Jeff Scott

\_\_\_\_\_  
County Commission Chair

4-20-2022  
Date

**CACHE COUNTY WEED DEPARTMENT**

\_\_\_\_\_  
(Signatory Official's Name)

\_\_\_\_\_  
Position

\_\_\_\_\_  
Date

**RICH COUNTY WEED DEPARTMENT**

\_\_\_\_\_  
(Signatory Official's Name)

\_\_\_\_\_  
Position

\_\_\_\_\_  
Date

**WEBER COUNTY WEED DEPARTMENT**

\_\_\_\_\_  
(Signatory Official's Name)

\_\_\_\_\_  
Position

\_\_\_\_\_  
Date

**MORGAN COUNTY WEED DEPARTMENT**

\_\_\_\_\_  
(Signatory Official's Name)

\_\_\_\_\_  
Position

\_\_\_\_\_  
Date

**USDA, FOREST SERVICE UINTA-WASATCH-CACHE NATIONAL FOREST**

\_\_\_\_\_  
(Signatory Official's Name)

\_\_\_\_\_  
Position

\_\_\_\_\_  
Date

**UTAH CONSERVATION DISTRICT, ZONE 1**

\_\_\_\_\_  
(Signatory Official's Name)

\_\_\_\_\_  
Position

\_\_\_\_\_  
Date

UTAH CONSERVATION DISTRICT, ZONE 2

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(Signatory Official's Name)

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Position

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Date

FORESTRY, FIRE AND STATE LANDS

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(Signatory Official's Name)

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Position

---

Date

DAVIS COUNTY WEED DEPARTMENT

---

(Signatory Official's Name)

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Position

---

Date

COLD WATER RANCH

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(Signatory Official's Name)

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Position

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Date

BUREAU OF LAND MANAGEMENT, WEST DESERT DISTRICT

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(Signatory Official's Name)

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Position

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Date

UTAH WEED SUPERVISORS ASSOCIATION

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(Signatory Official's Name)

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Position

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Date

## EXHIBIT "B" CWMA MEMBERS AND RESPONSIBILITIES

Currently, the principal contacts are:

Jake Forsgren  
Cache County Weed Department  
435-994-6340  
[jake.forsgren@cachecounty.org](mailto:jake.forsgren@cachecounty.org)

Wyatt Freeze  
Box Elder County Weed Department  
435-230-1556  
[wfreeze@boxeldercounty.org](mailto:wfreeze@boxeldercounty.org)

TJ Hoffman  
Rich County Weed Department  
435-757-3672  
[richroads@allwest.net](mailto:richroads@allwest.net)

Bart Cragun  
Weber County Weed Department  
801-388-9708  
[bacragun@webercounty.gov](mailto:bacragun@webercounty.gov)

Rylan Rowser  
Morgan County Weed Department  
801-989-4968  
[rrowser@morgancountyutah.gov](mailto:rrowser@morgancountyutah.gov)

Brandon Hunt  
Davis County Weed Department  
801-564-0690  
[brandon@co.davis.ut.us](mailto:brandon@co.davis.ut.us)

Jace Farnsworth  
Utah Conservation District, Zone 1  
435-222-4105  
[jacefarnsworth@utah.gov](mailto:jacefarnsworth@utah.gov)

Brian Christensen  
Utah Conservation District, Zone 2  
435-494-9760  
[bchristensen2@utah.gov](mailto:bchristensen2@utah.gov)

Chad Craney  
Utah Division of Wildlife Resources  
801-388-9708  
[chadcraney@utah.gov](mailto:chadcraney@utah.gov)

Anthony VonNiederhausern  
USDA, Forest Service  
Uinta-Wasatch-Cache National Forest  
435-994-9424  
[anthony.vonniederhausern@usda.gov](mailto:anthony.vonniederhausern@usda.gov)

Clint Hill  
GIP  
435-230-4492  
[clhill@utah.gov](mailto:clhill@utah.gov)

Rowdy Jensen  
Utah Forestry, Fire and State Lands  
435-890-8967  
[rgjensen@utah.gov](mailto:rgjensen@utah.gov)

Mark Williams  
BLM  
801-9774361  
[mawilliams@blm.gov](mailto:mawilliams@blm.gov)

Jerry Caldwell  
Utah Weed Supervisors Association  
435-843-3459  
[jerry.caldwell@tooeleco.org](mailto:jerry.caldwell@tooeleco.org)

Justin Stubbs  
Coldwater Ranch  
435-994-4569  
[jstubbs@ddesinc.com](mailto:jstubbs@ddesinc.com)

## **RESPONSIBILITIES**

A Board will be established, consisting of a representative from each signing party, sustaining Partners, and two at-large members, to provide the Northern Utah CWMA direction and oversight, and to monitor the cooperative noxious weed management activities under this MOU.

- 1) The Board shall meet annually to approve annual operating plans and reports of accomplishment. Until a member approves an Annual Operating Plan in writing, it shall not incur any liability for entering into this Agreement.
- 2) The Board shall designate representatives to the Weed Committee for the purpose of conducting business of the Northern Utah CWMA. The Weed Committee will operate by consensus with a commitment to cooperation across jurisdictional boundaries as needed.
- 3) Each entity on the Board retains discretionary prerogative for areas under their individual authority.
- 4) The Northern Utah CWMA Weed Committee will:(Steering Committee)
  - a) Develop a Northern Utah CWMA Noxious Weed Strategic Plan.
  - b) Develop a Northern Utah CWMA Annual Operating Plan
  - c) Render decisions and guide the Northern Utah CWMA activities consistent with this MOU, The Strategic Plan and the Board Requirements.
  - d) Meet as necessary to implement the Northern Utah CWMA activities
  - e) Provide an annual written report of project accomplishments to the Board
  - f) Be comprised of a Chair, Vice-Chair and Recorder, and general members as determined by the Weed Committee and approved by the Board.
  - g) Require written approval for Northern Utah CWMA expenditures from two Weed Committee members which will include at least the Chair and/or Vice-Chair
- 5) It is recognized that each Cooperator has primary responsibility to its own governing body and lands under its jurisdiction. It is agreed to provide resources to each other as legal authorities may permit.
- 6) Sustaining Partners for integrated weed management in the Northern Utah CWMA include but are not limited to, any private citizen, other weed committees or CWMA's. These entities have vested interests in the Northern Utah CWMA and provide assistance necessary in integrated noxious weed management.
- 7) Injuries to employees who perform work under the terms of separate agreements shall be covered for said injury by the employee's agency and shall not be governed by where the injury occurred.
- 8) All signing parties will be responsible and accountable for their own funds, equipment and personnel, except as noted in separate agreements.
- 9) Access to Records; Give the Cooperators through any authorized representative, access to and the right to examine all records related to this MOU. As used in this clause, "records" includes books, documents, accounting procedures and practices, and other data, regardless of type and regardless of whether such items are in written form, in the form of computer data, or in any other form.



## **EXHIBIT "C" DEFINITIONS:**

**Northern Utah CWMA** - The Cooperative Weed Management Area is the geographic area generally contained within the borders of Northern Utah CWMA and the adjacent areas of neighboring Counties.

**Board**- The Board shall consist of the signatories of each cooperating entity of this MOU or their representative, and at least two members that represent the public at large. The Board provides oversight and direction for the Weed Committee.

**Sustaining Partners** - Private individuals, organizations or other agencies that have vested interests in the Northern Utah CWMA. These partners, although not signatories of this MOU, provide significant additional resources to integrated weed management in the Northern Utah CWMA. Partners may serve on the Board or Weed Committee if selected by the Board.

**Steering Committee** - The Steering Committee shall represent the CWMA members and consist of those persons with expertise or interest in integrated noxious weed management. The Steering Committee shall operate as a steering group and will be responsible for the daily activities of the Northern Utah CWMA including planning, organization, fiscal operations, project identification and accomplishments, inventory, monitoring, and reporting. These appointments will be made for 2-year terms.

**Technical Resource Committee** - The Technical Resource Committee will work with the Steering Committee to represent the CWMA members and provide expertise in integrated noxious weed management. The Technical Resource Committee will be appointed for 2-year voting terms

**Working Committee** - A group of individuals to work on specified projects. The Chair of each Working Committee shall be a member of the Weed Committee with members recruited as needed. Each Chair will report to the Weed Committee and Board.

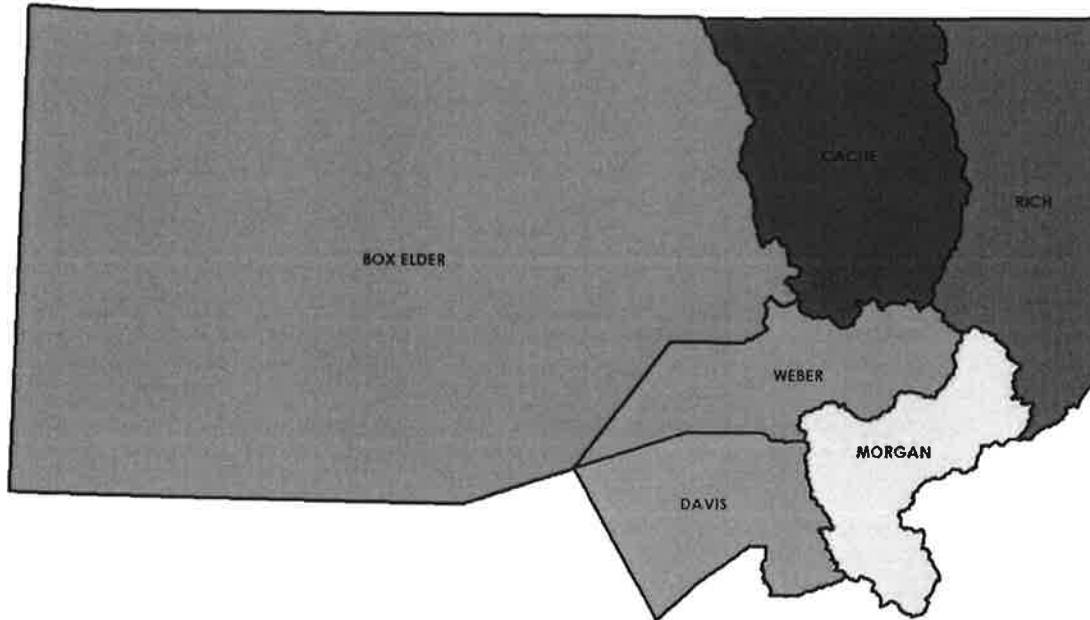
**CWMA Treasurer** - The Northern Utah CWMA Treasurer will serve as the fund manager of all funds received. The treasurer shall report to the Board and be subject to audit by an auditing committee appointed by the Board. (Many CWMA's are using the local RC&D Boards as treasurers)

**Annual Operating Plan** - The yearly plan prepared by the Weed Committee that identifies activities, projects, and responsible parties. Based on the Annual Operating Plan, separate Agreements may be developed which will require annual Financial Plans

**EXHIBIT "D"**

# NUCWMA

Northern Utah Cooperative Weed Managment Area





Jeff Hadfield · Stan Summers · Jeff Scott

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COUNTY COMMISSIONERS

April 20, 2022

Mr. Dale Milsap  
Chairman, Box Elder County Republican Party  
7710 N 3600 W  
Honeyville, Utah 84314

Re: Notice of Vacancy: Office of Box Elder County Auditor

Dear Chairman Milsap,

This letter is to notify you, as the party liaison of the Box Elder County Republican Party, that as of April 15, 2022 at 5:00 p.m. the office of Box Elder County Auditor became vacant. Pursuant to the provisions of Section 20A-1-508(3) of the Utah Code, we invite you to submit to us the name of an individual to fill this vacancy. Accordingly, within thirty (30) days please submit to us the name of an individual selected by the Box Elder County Republican Party in accordance with the Party's constitution or bylaws to serve as the interim replacement for the vacant County Auditor office.

Please submit the name of the selected individual to the County Commission Secretary, Chrissee Bennett at [cbennett@boxeldercounty.org](mailto:cbennett@boxeldercounty.org). In the event you have any questions, you can also contact Chrissee Bennett at (435) 734-3347.

Sincerely,

Box Elder County Commission

Jeff Hadfield,  
Commissioner

Jeff Scott  
Chairman

Stan Summers  
Commissioner

(COG approval 4/4/2022)  
(CC approval 4/20/2022)

Box Elder County Local Transportation Corridor Preservation Fund  
2022 Priority List

CORRIDOR PRESERVATION

Brigham City

- Overpass – Streets between 400 South and Forest (1050 West)
- Forest Street to 100 South on 1400 West
- 1550 West to 1200 West on 100 South (approximately)
- 1100 West intersection to Cottonwood Grove
- Highland Loop 900 North to 1200 North (approximately)

Tremonton

- Right-of-way for the expansion of 2250 East (Hughes and McMurdie Property)
- Intersection of BR Mountain Road (3965 W.) and 1000 North a Minor Arterial (Project 1 on Detail)
- Intersection of 3430 West and 1000 North Collector Road (Project 2 on Detail)
- Intersection of 3400 West and 1000 North Collector Road (Project 3 on Detail)
- Intersection of 3100 West and 1000 North Collector Road (Project 4 on Detail)
- Intersection of 2650 West and 1000 North Collector Road (Project 5 on Detail)
- Intersection of 8500 West and SR 102 Collector Road (Project 6 on Detail- Currently in unincorporated Box Elder County)
- Intersection of 8100 West and SR 102 Collector Road (Project 7-Currently in unincorporated Box Elder County)
- Intersection of 500 North and SR 13 Collector Road (Project 9 on Detail)
- Intersection of 1360 East and 1000 North Collector Road (Project 11 on Detail would connect into Garland)
- Intersection of 850 S and Iowa String Collector Road (Project 12 on Detail)
- Commerce Parkway from Iowa String to SR 102 Minor Arterial Road (Currently in unincorporated Box Elder County)
- BR Mountain Road extension a Minor Arterial Road from 2915 West to 2630 West and 2300 West to 2000 West
- 2300 West extension south of Main Street which loops around and connects back to 2000 West
- Fill slope easements necessary to expand 1000 North Street
- Rocket Road expansion, a Minor Arterial Road, from 100 East to 300 West
- Expansion of intersection of 1000 West and 1000 North
- Extension of 1650 West, a Collector Road, from 1000 North to 125 North
- The right-of-way for the expansion of 2000 West, from Main Street to BR Mountain Road
- Right-of-way for intersection improvements at 300 East and Main Street
- Right-of-way for intersection improvements at 1600 East and Main Street

Willard

- 5<sup>th</sup> West from 750 North to Center Street

(COG approval 4/4/2022)

(CC approval 4/20/2022)

Multi-Jurisdictional (Willard, Perry, Box Elder County, Brigham City)

- Frontage Road along west side of I-15 from 750 North in Willard to Forest Street in Brigham City
- 3000 North I-15 properties

#### CONSTRUCTION & MAINTENANCE

Mantua

- Intersection at Fish Hatchery Road and Willard Peak Road

Snowville

- Bridge on Main Street

#### TRANSPORTATION PLANNING

Willard

Snowville



# STATE OF UTAH

## CONTRACT

CONTRACT # 152211 AMENDMENT #7

Vendor#	65305E	CommCd	00000
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TO BE ATTACHED TO AND MADE PART OF the above numbered contract by and between the State of Utah, Administrative Office of the Courts, referred to as State and Box Elder County Sheriff.

### THE PARTIES AGREE TO THE CONTRACT AS FOLLOWS:

1. **Contract period:** 07/01/22 Effective Date  
06/30/23 Termination Date unless terminated early or extended in accordance with the terms and conditions of this contract.  
**Renewal options:** Unlimited (they are required by statute to provide these services). All payments under this contract will be completed within 90 days after the Termination Date.

### 2. Contract amount:

	Hrs Allotted	Hrly Rate	Contract Amt	Total
Bailiff Security	1,784	\$27.83	\$ 49,648.72	
Perimeter Security	6,016	\$27.83	\$167,425.28	\$217,074.00

### 3. Attachment A: Terms & Conditions

Attachment B: Scope of Work

Attachment C: Sample Invoice (removed); (inserted) Payment

### 4. Contact Information:

**Courts:** First District & Juvenile Court

Attn: Brett Folkman

Addr: 43 N. Main

City/Zip: Brigham City 84302

Phone: 435 734-4600

E-mail: brett@utcourts.gov

**County:** Box Elder County Sheriff

Attn: Kevin Potter

Addr: 52 S. 1000 W.

City/Zip: Brigham City 84302

Phone: 435 734-3818

E-mail: kbpotter@boxeldercounty.org

IN WITNESS WHEREOF, the parties sign and cause the contract to be executed.

COUNTY

AOC

[Signature]  
County Commission

[Signature]  
Court Security Director or AOC Designee

[Signature]

County Sheriff

Brett Folkman  
District Court Executive

[Signature]  
County Attorney

Brett Folkman  
Juvenile Court Executive

### LEGAL STATUS OF CONTRACTOR

- ☐ Sole Proprietor
- ☐ Non-Profit Corporation
- ☐ For-Profit Corporation
- ☐ Partnership
- ☒ Government Agency

Keisa L. Williams 4/21/22  
Court Counsel

Karl Sweeney 4/22/2022  
Availability of Funds

RECEIVED AND PROCESSED  
BY DIVISION OF FINANCE 4/25/22

State Division of Finance

## **ATTACHMENT A: TERMS AND CONDITIONS – Bailiff and Security Contracts**

- 1. AUTHORITY:** Provisions of this contract are pursuant to the authority set forth in 11-13-101 commonly referred to as the Inter-local Cooperation Act, 17-22-2, 17-22-27 and UC78A-2-602.
- 2. SEPARABILITY CLAUSE:** A declaration by any court, or any other binding legal source, that any provision of this contract is illegal and void shall not affect the legality and enforceability of any other provision of this contract, unless the provisions are mutually dependent.
- 3. RENEGOTIATION OR MODIFICATIONS:** This contract may be amended, modified, or supplemented only by written amendment to the contract, executed by the same persons or by persons holding the same position as persons who signed the original agreement on behalf of the parties hereto, and attached to the original signed copy of the contract. Automatic renewals will not apply to this contract.
- 4. TERMINATION:** This contract may be terminated in advance of the specified expiration date, by either party, upon ninety (90) days written notice being given the other party. On termination of this contract, all accounts and payments will be processed according to the financial arrangements set forth herein for approved services rendered to date of termination. Termination shall not affect the rights and duties of either party as may be required by law.
- 5. NONAPPROPRIATION OF FUNDS:** The provision of this contract placing an obligation upon the State to compensate the Sheriff for services is contingent upon, and limited to the extent that, funds are appropriated and available for this purpose by the Legislature. The State will actively seek adequate funding from the Legislature to fulfill the obligations of this contract. In the event that funds are not appropriated or otherwise available to honor the terms of this contract, the State may renegotiate the agreement or may terminate the agreement without penalty upon 30 days written notice to the Sheriff.
- 6. INDEMNIFICATION:** The State shall be responsible for all damages to persons or property that occurs as a result of the negligence or fault of State employees in connection with the performance of this contract. The County shall be responsible for all damages to persons or property that occurs as a result of the negligence or fault of the County in connection with the performance of this Contract. The County shall indemnify and hold the State free and harmless from all claims that arise as a result of the negligence or fault of the County, its officers, agents and employees. The obligation of a party to indemnify the other pursuant to any provision of this agreement is subject to the terms and conditions of the Governmental Immunity Act of Utah, UCA 63G-7-101*et seq.*, including, but not limited to, the liability limits contained therein.
- 7. EMPLOYMENT STATUS:** All persons performing duties under the terms of this Contract shall be County employees and shall have no right to any state pension, civil service, workers' compensation, unemployment or any other state benefit for services provided hereunder. The County will have full supervision authority, subject to the Scope of Work, over all persons employed to carry out the requirements of this Contract.
- 8. PAYMENT:** Payments are normally made within 30 days following the date a correct invoice is received. All invoices must be submitted in an approved format.
- 9. COMPENSATION:** The compensation paid by the State to the County pursuant to this Agreement shall be used only for the services provided pursuant to the Agreement, and County shall not have the authority or right to use such funds for other purposes. The State shall compensate the County for salary and benefits of sworn officers in conformance with the provisions of Sections 17-22-2, 17-22-23, 17-22-27 and UC78A-2-602, and Rule 3-414 of the Code of Judicial Administration. This agreement shall not serve to compensate County for costs related to security administration, supervision, travel, equipment and training.
- 10. EQUIPMENT:** The equipment used by County personnel shall be provided and maintained by the County except for elements of the security systems (i.e. magnetometers, surveillance and other monitoring devices) provided by the State.

- 11. NOTICE:** The Sheriff shall respond to a request for assistance with additional law enforcement personnel and services, without compensation, upon the occurrence of a breach of peace or when a security problem is anticipated.
- 12. PROBLEM RESOLUTION:** The State's designated representative or representatives shall have the right, upon request, to meet and confer with the Sheriff, and/or his designated contract representatives, to discuss any problems arising from the Sheriff's performance or the individual deputies performing services under this Agreement, the costs for future periods under this contract, or any other issues related to this contract.
- 13. CONTINUITY OF COURT OPERATIONS:** The Sheriff shall continue to provide bailiff and security services to the State if a natural disaster or other disruption forces the Court to modify its operations or convene at an alternate site(s) within the County.
- 14. SECURITY INCIDENT REPORTING:** The Sheriff shall report all breaches of security, criminal acts, or threats to the Court or court personnel to the Local Security Coordinator. Such incidents include, but are not limited to: threats, suspicious incidents, vandalism, theft/burglary/robbery, medical assists and assaults. The Sheriff further agrees to provide a written report of the incident to the Local Security Coordinator on the Sheriff's standard departmental report form or on a Court Security Incident form provided by the local Security Coordinator. This will be completed as soon as is reasonably possible after the incident.
- 15. SECURITY REVIEWS:** The Sheriff will cooperate with the Court Security Director and Court Facilities Manager in conducting periodic court security reviews to determine compliance with physical and procedural security standards and will assist in correcting any deficiencies identified. To the extent possible, the Sheriff will implement the standards set forth in the Model Post Orders document (as applicable) dated March, 2014, and provided by the Courts.
- 16. TRAINING:** The Sheriff agrees to send bailiffs and court security officers to the 16 hours of basic court security training provided free-of-charge by the Court, as soon as possible after their appointment.
- 17. ENTIRE CONTRACT:** This Contract, including all Attachments and documents incorporated hereunder, constitutes the entire agreement between the parties with respect to the subject matter, and supersedes any and all other prior and contemporaneous agreements and understandings between the parties, whether oral or written.

(Revised 01/31/2022)

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## **ATTACHMENT B: SCOPE OF WORK**

### **Bailiff Services:**

A. County shall assign such law enforcement or special function officers as bailiffs in each courtroom when court is in session in the First District, District and Juvenile Courts in Box Elder County.

B. County and AOC through their designees shall coordinate the staffing, scheduling and service levels at the various court locations with the goal of promoting efficiency and quality. The County is hiring authority for all officers assigned under this contract; however, the appointment or reassignment of a courtroom bailiff is subject to the concurrence of the judges with whom the bailiff will work/works.

### **Security Service:**

Sheriff agrees to provide court security services and such other duties as may be required by law for the First District, District and Juvenile Courts in Box Elder County. The Sheriff agrees to provide sufficient security staff of qualified law enforcement officers to provide security according to the Court Security Plan. The Sheriff agrees to provide security staff sufficient to provide full-time door access security. Court security services will be provided from Monday through Friday of each week, excepting legal holidays or other days the court is closed, during the hours of 7:30 a.m. to 5:30 p.m. and any hour that the court is open before or after those times.

### **Court Security Plan:**

In accordance with Rule 3-414, *Utah Code of Judicial Administration*, the court executive in consultation with the Sheriff, has developed a court security plan. The plan outlines the responsibilities of the Sheriff and a written copy of that plan has been provided to the Sheriff. The Court Security Plan is hereby incorporated by reference into this contract.

Revised (01/31/2022)

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## **ATTACHMENT C: PAYMENT**

1. The AOC agrees to pay to the County the annual amounts listed on page 1 of this amendment # 7, not to exceed the total contract amount.
2. The County will invoice the AOC once every month, within 30 days after the end of the month; however, the last invoice for the fiscal year will be due no later than July 10.
3. The invoice will contain the total hours of Bailiff and Perimeter security hours provided.
4. Any invoice submitted in connection with this agreement shall be sent (USPS or electronically) to the Contact Information for Courts listed on page 1 or as below.

**Courts: First District & Juvenile Court**

**Attn: Brett Folkman**

**Addr: 43 N. Main**

**City/Zip: Brigham City 84302**

**Phone: 435 734-4600**

**E-mail: brettff@utcourts.gov**

**Revised 03/08/2022**

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(Revised 01/31/2022)

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Revised (01/31/2022)

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Revised 03/08/2022