

**MINUTES
BOX ELDER COUNTY COMMISSION
JULY 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 **July 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 Human Resource Manager Jenica Stander.

APPROVAL OF MINUTES

THE MINUTES OF THE REGULAR MEETING OF JULY 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

Rodeo and Concert Tickets - Commissioner Summers

Commissioner Summers reported Rodeo Tickets will go on sale on Tuesday July 26, 2022 and tickets are now available for the Montgomery Gentry concert. He stated the concert will still benefit Honor Flight.

FORMER AGENDA ITEMS FOLLOW-UP – COMMISSIONERS

There were no Former Agenda Items discussed.

EMERGENCY MANAGEMENT ISSUES

Fire Restrictions - Commissioners

Commissioner Summers gave a reminder of the fire restrictions that are in place in the unincorporated area.

County Emergency Operation Plan-Mark Millett

This item was canceled.

Line of Succession-Mark Millett

This item was canceled.

ARPA

Commissioner Summers mentioned there was an entity that was left out of the list for broadband.

Chairman Scott said they need a formal request from the entity.

Auditor Shirlene Larsen said they are in the process of doing the quarterly report and will get the Commissioners and updated report of the expenditures.

PUBLIC INTERESTS / PRESENTATIONS / CONCERNS

Traffic Calming Devices-Mayor Terry Nelson of Mantua

Mantua Town Councilwoman Karen Nelson stated they are concerned with some speed control on roads in Mantua. She asked the Commission if they would consider loaning a speed data collector to the town to get speed information on a road that connects with a county road.

Sheriff Potter stated the county has two kinds of speed data collectors. One is visible to those passing by and has a flashing speed limit sign and one is concealed to just collect data.

Ms. Nelson stated they would prefer to use the data collector that can be concealed.

MOTION: Commissioner Hadfield made a motion to allow the use of the speed data collector equipment and to work with the Sheriff to coordinate its use. The motion was seconded by Commissioner

Summers and carried unanimously with a roll call vote of Chairman Scott voting Yea, Commissioner Hadfield voting Yea, and Commissioner Summers voting Yea.

State Budget for Fiscal Year 2023-Sterling Marx

Sterling Marx of the Children's Justice Center presented the budget for the Children's Justice Center for fiscal year 2023. He stated it is about the same as last year. He explained that state funds are used to offset local funds.

MOTION: Commissioner Hadfield made a motion to approve the state budget for the Children's Justice Center for fiscal year 2023. The motion was seconded by Commissioner Summers and carried unanimously with a roll call vote of Chairman Scott voting Yea, Commissioner Hadfield voting Yea, and Commissioner Summers voting Yea.

ATTACHMENT NO. 2- Contract and Budget #22-26

UTA Ridership Numbers and Historic Orchard Pathway-Beth Holbrook

Beth Holbrook, Utah Transit Authority Trustee for Box Elder County and Shewell Bishop, Director of Government Affairs presented the Commission with ridership numbers. Ms. Holbrook stated ridership is back to eighty-five percent since the decrease due to Covid. She reported the Historic Orchard Pathway is still underway. Properties have been purchased or are under contract. They are continuing to reach out to potential sellers to purchase property throughout the corridor area. They are working to get continued investments and looking for open space for future developments.

COMMISSIONERS

Public Hearing for the Paddock Ag Protection Located in West Brigham City of the

Unincorporated Box Elder County-Commissioners

Clerk Marla Young explained all the processes have taken place to create the Ag Protection Area. She stated the proper notices have been made and all mailings have been done. She said the Soil Conservation District and the Planning Commission have reviewed the proposals and have forwarded a recommendation of approval.

Chairman Scott opened the public hearing.

Bonnie Robinson said she is a neighbor to the parcels in the area and she encouraged the Commission to approve the Ag Protection Area. She said they are interested in keeping their area as much agriculture as possible.

MOTION: Commissioner Hadfield made a motion to close the public hearing. The motion was seconded by Commissioner Summers and the hearing was closed.

Resolution #22-02 for Agricultural Protection for Paddock Properties in West Brigham City-

Commissioners

MOTION: Commissioner Summers made a motion to approve Resolution #22-07 creating an Agricultural Protection Area in West Brigham City. The motion was seconded by Commissioner Hadfield and carried unanimously with a roll call vote of Chairman Scott voting Yea, Commissioner Hadfield voting Yea, and Commissioner Summers voting Yea.

ATTACHMENT NO. 3 - Resolution #22-08

COMMUNITY DEVELOPMENT

Public Hearing General Plan Amendment Regarding the County Resource Management

Plan-Scott Lyons

Chairman Scott opened the public hearing.

Community Development Director Scott Lyons explained the public hearing is to receive input on an amendment to the General Plan regarding the County Resource Management Plan. Ordinance #564 which follows the public hearing addresses the changes to Chapter 3 and updates critical minerals. He said a public hearing was held at the Planning Commission meeting on June 16, 2022 with a recommendation of approval being forwarded from the Planning Commission.

There was no public comment.

MOTION: Commissioner Summers made a motion to close the public hearing. The motion was seconded by Commissioner Hadfield and the hearing was closed.

ATTACHMENT NO. 4 - Public Hearing Attendance Sheet

Ordinance #564-General Plan Amendment-Scott Lyons

MOTION: Commissioner Hadfield made a motion to approve Ordinance #564. The motion was seconded by Commissioner Summers and carried unanimously with a roll call vote of Chairman Scott voting Yea, Commissioner Hadfield voting Yea, and Commissioner Summers voting Yea.

ATTACHMENT NO. 5 - Ordinance #564

WEED DEPARTMENT

Cooperative Agreement #22-23 Between Box Elder County and Utah Department of

Natural Resources, Division of Wildlife Resources, for the Control of Phragmites and Invasive

Weeds-Wyatt Freeze

Wyatt Freeze, County Weed Supervisor, explained the cooperative agreement is with the Utah Department of Natural Resources regarding the reimbursement for work on weed phragmites. The weed board is working to get it under control. He said they have approximately 150 acres to work on and have used a helicopter as most of the area is inaccessible. They are targeting areas that don't have livestock.

MOTION: Commissioner Hadfield made a motion to approve Agreement #22-23 with the Utah Department of Natural Resources. The motion was seconded by Commissioner Summers and carried unanimously with a roll call vote of Chairman Scott voting Yea, Commissioner Hadfield voting Yea, and Commissioner Summers voting Yea.

ATTACHMENT NO. 6 - Agreement #22-23

HUMAN RESOURCES

Policy 15 Change-Jenica Stander

Human Resources Manager Jenica Stander stated the need to update Policy 15 which addresses being properly restrained in county vehicles.

MOTION: Commissioner Summers made a motion to approve the updates and changes to Policy 15. The motion was seconded by Commissioner Hadfield and carried unanimously with a roll call vote of Chairman Scott voting Yea, Commissioner Hadfield voting Yea, and Commissioner Summers voting Yea.

USU EXTENSION

Introduce New USU Extension Faculty Member Ashley Longmore-Mike Pace

Ag Agent Mike Pace of USU Extension explained Josh Dallin took a different position. He introduced Ashley Longmore who has been hired to take the position.

Ashley Longmore gave a brief work history and stated she is excited for the work she can do in Box Elder County. She stated she is working on a grant for virtual fencing that may help with the phragmites.

WARRANT REGISTER – COMMISSIONERS

The Warrant Register was signed and the following claims were approved: Claim numbers 118333 through 118373 in the amount of \$664,634.27.

PERSONNEL ACTIONS/VOLUNTEER ACTION FORMS – COMMISSIONERS

Employee Name:	Department:	PA Type:	Effective Date:
BURTON, GLORIA GAY	County Fair	Volunteer	07/20/2022
COTTRELL, JENNY D.	County Fair	Volunteer	07/20/2022
DEUEL, LAURA	County Fair	Volunteer	07/20/2022
EARL, LINDA	County Fair	Volunteer	07/20/2022
EARL, WAYNE	County Fair	Volunteer	07/20/2022
FOX, LAREEN	County Fair	Volunteer	07/20/2022
HANCOCK, LISA KAY	County Fair	Volunteer	07/20/2022
HANSEN, KRISTINE T.	County Fair	Volunteer	07/20/2022
HOWE, CHERYL E.	County Fair	Volunteer	07/20/2022
KENT, JEFFRY P.	County Fair	Volunteer	07/20/2022
KING, VERLYN J.	County Fair	Volunteer	07/20/2022
LISH, BRIAN C.	County Fair	Volunteer	07/20/2022
NOYES, DANIEL EL.	County Fair	Volunteer	07/20/2022
NOYES, KRISTY	County Fair	Volunteer	07/20/2022
OWEN, MARCIE JO	County Fair	Volunteer	07/20/2022
OWEN, SHAUN R.	County Fair	Volunteer	07/20/2022
PARKINSON, CORTNEY	County Fair	Volunteer	07/20/2022
PAYNE, CINDY ANDERSON	County Fair	Volunteer	07/20/2022
PEBLEY, AMY LEEANN	County Fair	Volunteer	07/20/2022
PEBLEY, JEREMY EUGENE	County Fair	Volunteer	07/20/2022
POTTER, CARLI CAPENER	County Fair	Volunteer	07/20/2022
POTTER, KATHLEEN W.	County Fair	Volunteer	07/20/2022
SCOTT, JENIECE KENT	County Fair	Volunteer	07/20/2022
SHAW, ANN	County Fair	Volunteer	07/20/2022
STEPHENS, GENE EARL	County Fair	Volunteer	07/20/2022
SUMMERS, STETSON J.	County Fair	Volunteer	07/20/2022
TOONE, MARILYN	County Fair	Volunteer	07/20/2022

WHEATLEY, DEBRA	County Fair	Volunteer	07/20/2022
WINKLER, LYNNAE H.	County Fair	Volunteer	07/20/2022
WHITAKER, JOAN B.	County Fair	Volunteer	07/20/2022
YAMASAKI, PATRICIA JANE	County Fair	Volunteer	07/20/2022
HAUPTMAN, TIFFANEE	Sheriff's Office	Separation	07/13/2022
LINDSTROM, BRIAN	Sheriff's Office	New Hire	07/11/2022
CHRISTENSEN, TREVOR	Road Department	Separation	07/18/2022
MARTINEZ, CALEB	Sheriff's Office	Compensation Change	07/08/2022
CHIPP, JAMES	Sheriff's Office	Compensation Change	07/01/2022
JENSEN, COOPER	Landfill	Compensation Change	07/03/2022
GIBBS, RENO	Fairgrounds	Compensation Change	07/31/2022
RODRIGUEZ, EDUARDO	Sheriff's Office	Compensation Change	07/08/2022

CLOSED SESSION

Strategy session to discuss pending or reasonably imminent litigation and the purchase, exchange, or lease of real property, including any form of a water right or water shares, if public discussion of the transaction would disclose the appraisal or estimated value of the property under consideration or prevent the public body from completing the transaction on the best possible terms

MOTION: At 12:19 a motion was made by Commissioner Hadfield to move into a closed session. The motion was seconded by Commissioner Summers and unanimously carried.

MOTION: At 12:32 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.

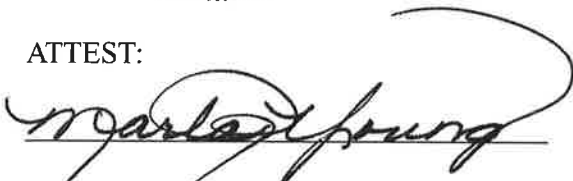
ADJOURNMENT

A motion was made by Commissioner Hadfield to adjourn. Commissioner Summers seconded the motion, and the meeting adjourned at 12:33 pm.

ADOPTED AND APPROVED in regular session this 3rd day of August 2022.



ATTEST:


Marla R. Young, Clerk


Jeff Scott, Chairman


Stan Summers, Commissioner

Jeff Hadfield, Commissioner



COUNTY COMMISSION MEETING
Commission Chambers, 01 South Main Street, Brigham City, Utah 84302
Wednesday, July 20, 2022 at 11:30 AM

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 July 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: Jenica Stander
- C. Approval of Minutes from 07-06-2022

3. ADMINISTRATIVE REVIEW / REPORTS / FUTURE AGENDA ITEMS

4. FORMER AGENDA ITEMS

5. EMERGENCY MANAGEMENT ISSUES

- A. 11:38 County Emergency Operation Plan-Mark Millet
- B. 11:40 Line of Succession-Mark Millet

6. ARPA

7. PUBLIC INTERESTS / PRESENTATIONS / CONCERNS

- A. 11:42 Traffic Calming Devices-Mayor Terry Nelson of Mantua
- B. 11:47 State Budget for Fiscal Year 2023-Sterling Marx
- C. 11:52 UTA Ridership Numbers and Historic Orchard Pathway-Beth Holbrook

8. COMMISSIONERS

- A. 12:02 Public Hearing for the Paddock Ag Protection Located in West Brigham City of the Unincorporated Box Elder County-Commissioners
- B. 12:12 Resolution #22-08 for Ag Protection for Paddock Properties in West Brigham City-Commissioners

9. COMMUNITY DEVELOPMENT

- A. 12:14 Public Hearing General Plan Amendment Regarding the County Resource Management Plan-Scott Lyons

B. 12:24 Ordinance #564-General Plan Amendment-Scott Lyons

10. WEED DEPARTMENT

A. 12:26 Cooperative Agreement #22-23 Between Box Elder County and Utah Department of Natural Resources, Division of Wildlife Resources, for the Control of Phragmites and Invasive Weeds-Wyatt Freeze

11. HUMAN RESOURCES

A. 12: 28 Policy 15 Change-Jenica Stander

12. USU EXTENSION

A. 12:30 Introduce New USU Extension Faculty Member Ashley Longmore-Mike Pace

13. WARRANT REGISTER

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

15. CLOSED SESSION

16. ADJOURNMENT

Prepared and posted this 15th day of July, 2022. Mailed to the Box Elder News Journal and the Leader on the 15th of July, 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.

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.

Contract # 22-26**STATE OF UTAH CONTRACT**

1. **CONTRACTING PARTIES:** This contract is between the following agency of the State of Utah:
 Department Name: Attorney General's Office Agency Code: 80 Division Name: Children's Justice Center Program, referred to as the
 State Entity, and the following Contractor:

Box Elder County

Name

1 South Main Street

Address

Brigham City

UT

84302

City

State

Zip

LEGAL STATUS OF CONTRACTOR

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

Contact Person: Sterling Marx Phone # 435-695-2520 Email: smarx@boxeldercounty.orgVendor # 50521D Commodity Code # 95217000000

2. **GENERAL PURPOSE OF CONTRACT:** The general purpose of this contract is to provide: a multidisciplinary, intergovernmental response to sexual abuse of children, physical abuse of children, and other crimes involving children where the child is a primary victim or critical witness, such as in drug-related endangerment cases. Service area includes Box Elder County. Services will be provided at 420 S. 100 E. Brigham City, UT 84302.
- 3.
4. **PROCUREMENT:** This contract is entered into as a result of the procurement process on RX# NA, FY0, Bid# _____, or other method: _____.
5. **CONTRACT PERIOD:** Effective Date: 07/01/2022 Termination Date: 06/30/2027 unless terminated early or extended in accordance with the terms and conditions of this contract. Renewal options (if any): _____.
6. **CONTRACT COSTS:** CONTRACTOR will be paid a maximum of \$45,679 for costs authorized by this contract. Prompt Payment Discount (if any): _____. Additional information regarding costs: Contract includes funding allocation for FY23. Funding for FY24 - FY27 is subject to the provisions of Attachment A, Paragraph 13. See Attachments C and D for additional information on costs.
7. **ATTACHMENT A:** State of Utah Standard Terms and Conditions for ☐ Goods or ☒ Services
ATTACHMENT B: Scope of Work
ATTACHMENT C: Contract Costs and Fiscal Conditions
ATTACHMENT D: Budget
Any conflicts between Attachment A and the other Attachments will be resolved in favor of Attachment A.
7. **DOCUMENTS INCORPORATED INTO THIS CONTRACT BY REFERENCE BUT NOT ATTACHED:**
 a. All other governmental laws, regulations, or actions applicable to the goods and/or services authorized by this contract.
 b. Utah State Procurement Code, Procurement Rules, and Contractor's response to Bid # NA dated NA.
8. Each person signing this Agreement represents and warrants that he/she is duly authorized and has legal capacity to execute and deliver this Agreement and bind the parties hereto. Each signatory represents and warrants to the other that the execution and delivery of the Agreement and the performance of each party's obligations hereunder have been duly authorized and that the Agreement is a valid and legal agreement binding on the parties and enforceable in accordance with its terms. Further, that Contractor is registered with the Utah Department of Commerce and is in good standing.
 The parties sign and cause this contract to be executed. This contract is not fully executed until the State of Utah Approving Authorities have signed this contract.

CONTRACTOR**STATE**7-20-2022

Date

Agency's signature

Date

Jeffrey D. Scott, Commission Chair

Type or Print Name and Title

STATE OF UTAH APPROVING AUTHORITIES_____
Director, Division of Finance_____
Date

Tracey Tabet

Agency Contact Person

801-281-1202

Telephone Number

ttabet@agutah.gov

Email

(Revision 05 June 2022)

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

Note: Changes have been made to Section 22.

This is for a contract between Government Entities within the State of Utah for services (including professional services) meaning the furnishing of labor, time, or effort by a contractor. These terms and conditions may only be used when both parties are government entities or political subdivisions as defined in the Utah Government Immunity Act.

1. **DEFINITIONS:** The following terms shall have the meanings set forth below:
 - a) "Confidential Information" means information that is deemed as confidential under applicable state and federal laws, including personal information. The State Entity reserves the right to identify, during and after this Purchase Order, additional reasonable types of categories of information that must be kept confidential under federal and state laws.
 - b) "Contract" means the Contract Signature Page(s), including all referenced attachments and documents incorporated by reference. The term "Contract" may include any purchase orders that result from the parties entering into this Contract.
 - c) "Contract Signature Page(s)" means the State of Utah cover page(s) that the State Entity and Contractor sign.
 - d) "Contractor" means the individual or entity delivering the Services identified in this Contract. The term "Contractor" shall include Contractor's agents, officers, employees, and partners.
 - e) "Services" means the furnishing of labor, time, or effort by Contractor pursuant to this Contract. Services shall include, but not limited to, all of the deliverable(s) that result from Contractor performing the Services pursuant to this Contract. Services include those professional services identified in Section 63G-6a-103 of the Utah Procurement Code.
 - f) "Proposal" means Contractor's response to the State Entity's Solicitation.
 - g) "Solicitation" means the documents used by the State Entity to obtain Contractor's Proposal.
 - h) "State Entity" means the department, division, office, bureau, agency, or other organization identified on the Contract Signature Page(s).
 - i) "State of Utah" means the State of Utah, in its entirety, including its institutions, agencies, departments, divisions, authorities, instrumentalities, boards, commissions, elected or appointed officers, employees, agents, and authorized volunteers.
 - j) "Subcontractors" means subcontractors or subconsultants at any tier that are under the direct or indirect control or responsibility of the Contractor, and includes all independent contractors, agents, employees, authorized resellers, or anyone else for whom the Contractor may be liable at any tier, including a person or entity that is, or will be, providing or performing an essential aspect of this Contract, including Contractor's manufacturers, distributors, and suppliers.
2. **GOVERNING LAW AND VENUE:** This Contract shall be governed by the laws, rules, and regulations of the State of Utah. Any action or proceeding arising from this Contract shall be brought in a court of competent jurisdiction in the State of Utah. Venue shall be in Salt Lake City, in the Third Judicial District Court for Salt Lake County.
3. **LAWS AND REGULATIONS:** At all times during this Contract, Contractor and all Services performed under this Contract will comply with all applicable federal and state constitutions, laws, rules, codes, orders, and regulations, including applicable licensure and certification requirements.
4. **RECORDS ADMINISTRATION:** Contractor shall maintain or supervise the maintenance of all records necessary to properly account for Contractor's performance and the payments made by the State Entity to Contractor under this Contract. These records shall be retained by Contractor for at least six (6) years after final payment, or until all audits initiated within the six (6) years have been completed, whichever is later. Contractor agrees to allow, at no additional cost, State of Utah and federal auditors, and State Entity staff, access to all such records.
5. **CERTIFY REGISTRATION AND USE OF EMPLOYMENT "STATUS VERIFICATION SYSTEM":** INTENTIONALLY DELETED
6. **CONFLICT OF INTEREST:** INTENTIONALLY DELETED
7. **INDEPENDENT CONTRACTOR:** Contractor's legal status is that of an independent contractor, and in no manner shall Contractor be deemed an employee or agent of the State Entity or the State of Utah, and therefore is not entitled to any of the benefits associated with such employment. Contractor, as an independent contractor, shall have no authorization, express or implied, to bind the State Entity or the State of Utah to any agreements, settlements, liabilities, or understandings whatsoever, and agrees not to perform any acts as an agent for the State Entity or the State of Utah. Contractor shall remain responsible for all applicable federal, state, and local taxes, and all FICA contributions.
8. **INDEMNITY:** Both parties to this agreement are governmental entities as defined in the Utah Governmental Immunity Act (Utah Code Ann. 63G-7-101 et. seq.). Nothing in this Contract shall be construed as a waiver by either or both parties of any

rights, limits, protections or defenses provided by the Act. Nor shall this Contract be construed, with respect to third parties, as a waiver of any governmental immunity to which a party to this Contract is otherwise entitled. Subject to and consistent with the Act, each party will be responsible for its own actions or negligence and will defend against any claims or lawsuit brought against it. There are no indemnity obligations between these parties.

9. **EMPLOYMENT PRACTICES:** Contractor agrees to abide by the following employment laws: (i) Title VI and VII of the Civil Rights Act of 1964 (42 U.S.C. 2000e) which prohibits discrimination against any employee or applicant for employment or any applicant or recipient of services, on the basis of race, religion, color, or national origin; (ii) Executive Order No. 11246, as amended, which prohibits discrimination on the basis of sex; (iii) 45 CFR 90 which prohibits discrimination on the basis of age; (iv) Section 504 of the Rehabilitation Act of 1973, or the Americans with Disabilities Act of 1990 which prohibits discrimination on the basis of disabilities; and (v) Utah's Executive Order, dated December 13, 2006, which prohibits unlawful harassment in the work place. Contractor further agrees to abide by any other laws, regulations, or orders that prohibit the discrimination of any kind by any of Contractor's employees.
10. **AMENDMENTS:** This Contract may only be amended by the mutual written agreement of the parties, provided that the amendment is within the Scope of Work of this Contract and is within the scope/purpose of the original solicitation for which this Contract was derived. The amendment will be attached and made part of this Contract. Automatic renewals will not apply to this Contract, even if listed elsewhere in this Contract.
11. **DEBARMENT:** Contractor certifies that it is not presently nor has ever been debarred, suspended, or proposed for debarment by any governmental department or agency, whether international, national, state, or local. Contractor must notify the State Entity within thirty (30) days if debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in any contract by any governmental entity during this Contract.
12. **TERMINATION:** Unless otherwise stated in this Contract, this Contract may be terminated, with cause by either party, in advance of the specified expiration date, upon written notice given by the other party. The party in violation will be given ten (10) days after written notification to correct and cease the violations, after which this Contract may be terminated for cause immediately and is subject to the remedies listed below. This Contract may also be terminated without cause (for convenience), in advance of the specified expiration date, by either party, upon sixty (60) days written termination notice being given to the other party. The State Entity and the Contractor may terminate this Contract, in whole or in part, at any time, by mutual agreement in writing. On termination of this Contract, all accounts and payments will be processed according to the financial arrangements set forth herein for approved Services ordered prior to date of termination.

Contractor shall be compensated for the Services properly performed under this Contract up to the effective date of the notice of termination. Contractor agrees that in the event of such termination for cause or without cause, Contractor's sole remedy and monetary recovery from the State Entity or the State of Utah is limited to full payment for all Services properly performed as authorized under this Contract up to the date of termination as well as any reasonable monies owed as a result of Contractor having to terminate other contracts necessarily and appropriately entered into by Contractor pursuant to this Contract.
13. **NONAPPROPRIATION OF FUNDS, REDUCTION OF FUNDS, OR CHANGES IN LAW:** Upon thirty (30) days written notice delivered to the Contractor, this Contract may be terminated in whole or in part at the sole discretion of the State Entity, if the State Entity reasonably determines that: (i) a change in Federal or State legislation or applicable laws materially affects the ability of either party to perform under the terms of this Contract; or (ii) that a change in available funds affects the State Entity's ability to pay under this Contract. A change of available funds as used in this paragraph, includes, but is not limited to, a change in Federal or State funding, whether as a result of a legislative act or by order of the President or the Governor.

If a written notice is delivered under this section, the State Entity will reimburse Contractor for the Services properly ordered until the effective date of said notice. The State Entity will not be liable for any performance, commitments, penalties, or liquidated damages that accrue after the effective date of said written notice.
14. **SUSPENSION OF WORK:** Should circumstances arise which would cause the State Entity to suspend Contractor's responsibilities under this Contract, but not terminate this Contract, this will be done by written notice. Contractor's responsibilities may be reinstated upon advance formal written notice from the State Entity.
15. **SALES TAX EXEMPTION:** The Services under this Contract will be paid for from the State Entity's funds and used in the exercise of the State Entity's essential functions as a State of Utah entity. Upon request, the State Entity will provide Contractor with its sales tax exemption number. It is Contractor's responsibility to request the State Entity's sales tax exemption number. It also is Contractor's sole responsibility to ascertain whether any tax deduction or benefits apply to any aspect of this Contract.
16. **INSURANCE:** INTENTIONALLY DELETED
17. **WORKERS COMPENSATION INSURANCE:** Contractor shall maintain during the term of this Contract, workers' compensation insurance for all its employees as well as any Subcontractor employees related to this Contract. Worker's compensation insurance shall cover full liability under the worker's compensation laws of the jurisdiction in which the service is performed at the statutory limits required by said jurisdiction. Contractor acknowledges that within thirty (30) days of contract award, Contractor must submit proof of certificate of insurance that meets the above requirements.
18. **ADDITIONAL INSURANCE REQUIREMENTS:** INTENTIONALLY DELETED
19. **PUBLIC INFORMATION:** Contractor agrees that this Contract, related purchase orders, related pricing documents, and invoices will be public documents, and may be available for public and private distribution in accordance with the State of Utah's Government Records Access and Management Act (GRAMA). Contractor gives the State Entity and the State of Utah express permission to make copies of this Contract, related sales orders, related pricing documents, and invoices in

accordance with GRAMA. Except for sections identified in writing by Contractor and expressly approved by the State of Utah Division of Purchasing and General Services, all of which must be in accordance with GRAMA, Contractor also agrees that the Contractor's Proposal to the Solicitation will be a public document, and copies may be given to the public as permitted under GRAMA. The State Entity and the State of Utah are not obligated to inform Contractor of any GRAMA requests for disclosure of this Contract, related purchase orders, related pricing documents, or invoices.

20. **DELIVERY:** All deliveries under this Contract will be F.O.B. destination with all transportation and handling charges paid for by Contractor. Responsibility and liability for loss or damage will remain with Contractor until final inspection and acceptance when responsibility will pass to the State Entity, except as to latent defects or fraud.
21. **ACCEPTANCE AND REJECTION:** The State Entity shall have thirty (30) days after delivery of the Services to perform an inspection of the Services to determine whether the Services conform to the standards specified in the Solicitation and this Contract prior to acceptance of the Services by the State Entity.

If Contractor delivers nonconforming Services, the State Entity may, at its option and at Contractor's expense: (i) return the Services for a full refund; (ii) require Contractor to promptly correct or reperform the nonconforming Services subject to the terms of this Contract; or (iii) obtain replacement Services from another source, subject to Contractor being responsible for any cover costs.
22. **INVOICING:** See Attachment C for terms and conditions on Invoicing.
23. **PAYMENT:** Payments are to be made within thirty (30) days after a correct invoice is received. All payments to Contractor will be remitted by mail, electronic funds transfer, or the State of Utah's Purchasing Card (major credit card). If payment has not been made after sixty (60) days from the date a correct invoice is received by the State Entity, then interest may be added by Contractor as prescribed in the Utah Prompt Payment Act. The acceptance by Contractor of final payment, without a written protest filed with the State Entity within ten (10) business days of receipt of final payment, shall release the State Entity and the State of Utah from all claims and all liability to the Contractor. The State Entity's payment for the Services shall not be deemed an acceptance of the Services and is without prejudice to any and all claims that the State Entity or the State of Utah may have against Contractor.
24. **TIME IS OF THE ESSENCE:** The Services shall be completed by any applicable deadline stated in this Contract. For all Services, time is of the essence. Contractor shall be liable for all reasonable damages to the State Entity and the State of Utah, and anyone for whom the State of Utah may be liable, as a result of Contractor's failure to timely perform the Services required under this Contract.
25. **CHANGES IN SCOPE:** Any changes in the scope of the Services to be performed under this Contract shall be in the form of a written amendment to this Contract, mutually agreed to and signed by both parties, specifying any such changes, fee adjustments, any adjustment in time of performance, or any other significant factors arising from the changes in the scope of Services.
26. **PERFORMANCE EVALUATION:** The State Entity may conduct a performance evaluation of Contractor's Services, including Contractor's Subcontractors, if any. Results of any evaluation may be made available to the Contractor upon Contractor's request.
27. **STANDARD OF CARE:** The Services of Contractor and its Subcontractors shall be performed in accordance with the standard of care exercised by licensed members of their respective professions having substantial experience providing similar services which similarities include the type, magnitude, and complexity of the Services that are the subject of this Contract. Contractor shall be liable to the State Entity and the State of Utah for claims, liabilities, additional burdens, penalties, damages, or third party claims (i.e. another Contractor's claim against the State of Utah), to the extent caused by wrongful acts, errors, or omissions that do not meet this standard of care.
28. **REVIEWS:** The State Entity reserves the right to perform plan checks, plan reviews, other reviews, and/or comment upon the Services of Contractor. Such reviews do not waive the requirement of Contractor to meet all of the terms and conditions of this Contract.
29. **ASSIGNMENT:** Contractor may not assign, sell, transfer, subcontract or sublet rights, or delegate any right or obligation under this Contract, in whole or in part, without the prior written approval of the State Entity.
30. **REMEDIES:** Any of the following events will constitute cause for the State Entity to declare Contractor in default of this Contract: (i) Contractor's non-performance of its contractual requirements and obligations under this Contract; or (ii) Contractor's material breach of any term or condition of this Contract. The State Entity may issue a written notice of default providing a ten (10) day period in which Contractor will have an opportunity to cure. Time allowed for cure will not diminish or eliminate Contractor's liability for damages. If the default remains, after Contractor has been provided the opportunity to cure, the State Entity may do one or more of the following: (i) exercise any remedy provided by law or equity; (ii) terminate this Contract; (iii) impose liquidated damages, if liquidated damages are listed in this Contract; (iv) debar/suspend Contractor from receiving future contracts from the State Entity or the State of Utah; or (v) demand a full refund of any payment that the State Entity has made to Contractor under this Contract for Services that do not conform to this Contract.
31. **FORCE MAJEURE:** Neither party to this Contract will be held responsible for delay or default caused by fire, riot, acts of God, and/or war which is beyond that party's reasonable control. The State Entity may terminate this Contract after determining such delay will prevent successful performance of this Contract.
32. **CONFIDENTIALITY:** If Confidential Information is disclosed to Contractor, Contractor shall: (i) advise its agents, officers, employees, partners, and Subcontractors of the obligations set forth in this Contract; (ii) keep all Confidential Information

strictly confidential; and (iii) not disclose any Confidential Information received by it to any third parties. Contractor will promptly notify the State Entity of any potential or actual misuse or misappropriation of Confidential Information.

Contractor shall be responsible for any breach of this duty of confidentiality, including any required remedies and/or notifications under applicable law. Contractor shall indemnify, hold harmless, and defend the State Entity and the State of Utah, including anyone for whom the State Entity or the State of Utah is liable, from claims related to a breach of this duty of confidentiality, including any notification requirements, by Contractor or anyone for whom the Contractor is liable.

Upon termination or expiration of this Contract, Contractor will return all copies of Confidential Information to the State Entity or certify, in writing, that the Confidential Information has been destroyed. This duty of confidentiality shall be ongoing and survive the termination or expiration of this Contract.

33. **PUBLICITY:** Contractor shall submit to the State Entity for written approval all advertising and publicity matters relating to this Contract. It is within the State Entity's sole discretion whether to provide approval, which must be done in writing.
34. **CONTRACT INFORMATION:** INTENTIONALLY DELETED.
35. **INDEMNIFICATION RELATING TO INTELLECTUAL PROPERTY:** Contractor will indemnify and hold the State Entity and the State of Utah harmless from and against any and all damages, expenses (including reasonable attorneys' fees), claims, judgments, liabilities, and costs in any action or claim brought against the State Entity or the State of Utah for infringement of a third party's copyright, trademark, trade secret, or other proprietary right. The parties agree that if there are any limitations of Contractor's liability such limitations of liability will not apply to this section.
36. **OWNERSHIP IN INTELLECTUAL PROPERTY:** The State Entity and Contractor each recognizes that each has no right, title, interest, proprietary or otherwise in the intellectual property owned or licensed by the other, unless otherwise agreed upon by the parties in writing. All deliverables, documents, records, programs, data, articles, memoranda, and other materials not developed or licensed by Contractor prior to the execution of this Contract, but specifically created or manufactured under this Contract shall be considered work made for hire, and Contractor shall transfer any ownership claim to the State Entity.
37. **WAIVER:** A waiver of any right, power, or privilege shall not be construed as a waiver of any subsequent right, power, or privilege.
38. **ATTORNEY'S FEES:** INTENTIONALLY DELETED
39. **PROCUREMENT ETHICS:** Contractor understands that a person who is interested in any way in the sale of any supplies, services, construction, or insurance to the State of Utah is violating the law if the person gives or offers to give any compensation, gratuity, contribution, loan, reward, or any promise thereof to any person acting as a procurement officer on behalf of the State of Utah, or to any person in any official capacity participates in the procurement of such supplies, services, construction, or insurance, whether it is given for their own use or for the use or benefit of any other person or organization.
40. **DISPUTE RESOLUTION:** INTENTIONALLY DELETED.
41. **ORDER OF PRECEDENCE:** In the event of any conflict in the terms and conditions in this Contract, the order of precedence shall be: (i) this Attachment A; (ii) Contract Signature Page(s); (iii) the State of Utah's additional terms and conditions, if any; (iv) any other attachment listed on the Contract Signature Page(s); and (v) Contractor's terms and conditions that are attached to this Contract, if any. Any provision attempting to limit the liability of Contractor or limits the rights of the State Entity or the State of Utah must be in writing and attached to this Contract or it is rendered null and void.
42. **SURVIVAL OF TERMS:** Termination or expiration of this Contract shall not extinguish or prejudice the State Entity's right to enforce this Contract with respect to any default of this Contract or defect in the Services that has not been cured.
43. **SEVERABILITY:** The invalidity or unenforceability of any provision, term, or condition of this Contract shall not affect the validity or enforceability of any other provision, term, or condition of this Contract, which shall remain in full force and effect.
44. **ENTIRE AGREEMENT:** This Contract constitutes the entire agreement between the parties and supersedes any and all other prior and contemporaneous agreements and understandings between the parties, whether oral or written.

(Revision Date: 12 December 2019)

ATTACHMENT B: SCOPE OF WORK FOR CHILDREN'S JUSTICE CENTER

CONTRACTOR (CJC) and the Attorney General's Office (Program) agree that state law defines the requirements and purposes of a Children's Justice Center as follows, pursuant to Utah Code Annotated §67-5b. To fulfill the requirements and purposes of a CJC, CJC agrees to comply with the following conditions:

1. Child Focused Setting. The CJC shall:

- a. Maintain a safe, child friendly facility that is designed to make child/youth feel comfortable and at ease and that meets all applicable state and local codes;
- b. Provide suitable interview rooms and waiting area for the child and family; provide sufficient and suitable staff to interact with the child and family, answer questions, to provide immediate crisis intervention; to ensure privacy when discussing cases with parent, staff, children, etc;
- c. For centers funded to operate full-time (per the Program funding formula), the facility's operating hours shall be 40 hours a week and shall be sufficiently staffed to provide services as outlined in this contract. Centers funded to operate on a part-time basis or as a satellite may be open fewer than 40 hours a week. Contact information for the center shall be posted for visitors who come to the center outside set operating hours;
- d. Facilitate and coordinate child's and family's journey through criminal and juvenile systems;
- e. Treat the child and family with respect and dignity;
- f. Notify the administrator of the Program promptly regarding any plans to relocate the CJC or expand services beyond those outlined in the Scope of Work.

2. Forensic Interviews. The CJC shall:

- a. Respond as quickly as possible to requests for interviews from law enforcement (LE) or the Division of Child Family Services (DCFS)/Child Protective Services (CPS);
- b. Actively promote a joint LE/CPS response and encourage both to be present for the forensic interview;
- c. Schedule interviews and coordinate them with LE, DCFS/CPS and family;
- d. Record interviews and provide recordings to the assigned LE and CPS designees; provide transcripts upon request of LE or prosecutors, subject to limitations based on staff capacity;
- e. Ensure optimal performance of all recording equipment and advise interviewers that CJC staff may need to periodically monitor interview to ensure audio and visual quality;
- f. Be responsible for ensuring the quality and professionalism of the interviewer if the CJC hires its own forensic interviewer;
- g. If the CJC hires its own forensic interviewer, the CJC will ensure its forensic interviewer participates in peer review and training with other CJC forensic interviewers as provided and coordinated by the Program's Forensic and MDT Specialist (hereinafter referred to as "Specialist"); the CJC will also ensure its forensic interviewer becomes an FI trainer within one year of hire;
- h. Refrain from mandating the use of a particular interviewing protocol as a condition of using the CJC, but can suggest or recommend a particular protocol be used by an interviewer (LE or DCFS/CPS);
- i. Relay any concerns of CJC staff or MDT regarding interviews or techniques used by any particular interviewer/investigator to the interviewer's supervisor with the suggestion that the supervisor review the interview; concerns may also be brought to the attention of the prosecutor's office; consult with the Program's Specialist for problem-solving and remedial training/skill building options as needed.

3. Victim Advocacy: The CJC shall:

- a. Ensure that CJC victim advocacy service providers meet the Program's 24 hour, CJC-specific training requirement before providing advocacy services to children and families; meet the additional 16 hour Utah requirement within 3 months of hire; maintain documentation as proof

- of all training completion;
 - b. Provide services and support consistent with the Rights of Crime Victims Act;
 - c. Provide needs assessment and crisis intervention; engage in information sharing with the MDT; coordinate case management meetings; provide a warm handoff to other victim advocates; provide active outreach and follow-up support services;
 - d. Provide referral and resource information on available community services, victims' rights, Office for Victims of Crime, etc to child and family;
 - e. Facilitate referrals to prosecutor/other victim advocate as needed for court preparation;
 - f. Answer phone calls or other requests from parents of abused children (or others concerned about an abused child) for referral and resource information (may include treatment referrals which may need to be coordinated with DCFS/CPS, explanation of the general investigative process, general prosecution process, referral to a victim advocate, referrals for crisis counseling for family and child, information on CJs and what they do, etc.).
- 4. Medical Exams: The CJC shall:**
- a. Make referrals for forensic medical exam to CJC-affiliated providers as identified by Primary Children's Hospital (the Contractor for the CJC Medical Assessment Program); the Medical Assessment Program's referral policy is incorporated by reference and the parties agree that the policy may be amended by notice, in writing, as required to fulfill the purposes of the contract;
 - b. In order to ensure appropriate medical care, pertinent information including the type of abuse, details regarding injuries and the timing of the suspected abuse (along with the type of sexual contact) should be included in the medical referral. Medical providers should be updated if and when additional pertinent information becomes available.
- 5. Mental Health: The CJC shall:**
- a. Provide information to caregivers about the importance of evidence-supported, trauma- focused mental health services for children;
 - b. Make referrals to mental health providers that meet this criteria and in accordance with local county referral and procurement policies;
 - c. Utilize the Care Process Model (developed by the University of Utah and Primary Children's Hospital) to conduct trauma screening for children.
- 6. Multidisciplinary Team (MDT) Meetings. The CJC shall:**
- a. Develop and maintain a functioning and effective multidisciplinary team (MDT), including but not limited to LE, DCFS/CPS, prosecutor, medical provider, mental health provider, victim advocate, CJC representative, and other necessary professionals;
 - b. Serve as an interagency coordinated response center;
 - c. Have a written interagency agreement/MOU and MDT protocol that meets NCA's nationally recognized standards;
 - d. Have written documentation describing how information is shared among the MDT and how confidentiality is protected;
 - e. Provide routine opportunities for MDT to give feedback and suggestions regarding the operating procedures of the CJC and the MDT, including but not limited to the MDT OMS survey;
 - f. Consult with the Program's Specialist for problem-solving and team building as needed.
- 7. Case Review. The CJC shall:**
- a. Maintain written guidelines for case review procedures;
 - b. Conduct/facilitate case review at least once a month to ensure informed case decisions are made, client outcomes are improved, interventions are coordinated, and obstacles to the investigation and service delivery are addressed;
 - c. Ensure attendance by those actively working the case who are capable of making,

informing, and/or advocating for decisions, including but not limited to LE, CPS, forensic interviewer, prosecution, medical, mental health, victim advocate, and CJC.

8. Case Tracking. The CJC shall:

- a. Maintain and update AG Case Management System (CMS) promptly and accurately on a regular basis, at least weekly. Data must be entered by the 20th day of the month following the close of each quarter to ensure accuracy of the quarterly statistical reports;
- b. Enter data for every case, completing all required fields as outlined in the Program CMS User Guide; the User Guide is incorporated by reference and the parties agree that the guide may be amended by notice, in writing, as required to fulfill the purposes of the contract;
- c. Restrict notations maintained in the CMS. Other than documentation of staff activity, such as notations regarding date and outcome of appropriate family follow-up, CJC employees shall not make editorial comments, conclusions, or opinions within the CMS; CJs are government agencies and subject to the requirements of the Government Records and Management Act.

9. Training and Community Education: The CJC shall:

- a. Coordinate with the Program to ensure child forensic interview training is provided to LE, CPS, or designated interviewers who conduct or observe forensic interviews regularly at the CJC (and also reflects our new student criteria); maintain documentation as proof of training completion;
- b. Facilitate and coordinate training opportunities for CJC staff, LE, DCFS/CPS, prosecutors, and other allied agency professionals;
- c. Notify the administration of the Program, in writing and in advance, of any training offered or promoted by a CJC, with the exception of CJC employee training required by your County as a condition of employment;
- d. Provide public awareness presentations to local businesses, community groups, etc. on CJs and what they do;
- e. Coordinate with other agencies or persons who provide such presentations;
- f. Maintain relevant education materials for distribution;
- g. Facilitate and coordinate educational or informational meetings where LE, DCFS/CPS and other professionals can make presentations;
- h. Refrain from endorsing any third-party organization or keeping an organization's promotional or marketing materials in the center, unless otherwise authorized by the Program.

10. Organizational Capacity. The CJC shall:

- a. Provide management and supervision of center staff; provide financial reports as requested by state and in format requested by state; be fiscally responsible; maintain accurate accounting (receipt and disbursement) of all state monies, federal monies, county monies, private monies as well as an accurate accounting of in-kind services, items or other donations from state, county, federal and private sectors;
- b. Conduct criminal background screenings for all CJC employees and volunteers; comply with the requirements of the Volunteer Government Workers Act;
- c. Maintain abuse prevention policies that promote a safe environment, ensure appropriate supervision of children on the premises, and abide by mandatory reporting laws;
- d. Comply with the requirements of the Program's critical incident policy, which outlines the circumstances under which the CJC must notify the Program of incidents that may meet the definition of a critical incident; critical incidents include but are not limited to potential violations of local, state, or federal law;
- e. Participate in CJC directors meetings, State Advisory Board meetings, State Advisory Board committee meetings and any special appointments to committees by the State Advisory Board; and the CJC Symposium;
- f. Maintain a local advisory board, with appointees and designees serving a term or terms as designated in the board's bylaws; it is recommended that it be composed of the following people

from the county or area: 1) the local center director or the director's designee; 2) a district attorney or county attorney having criminal jurisdiction or any designee; 3) a representative of the attorney general's office, designated by the attorney general; 4) at least one official from a local law enforcement agency or the local law enforcement agency's designee; 5) the county executive or the county executive's designee; 6) a licensed nurse practitioner, physician assistant, or physician; 7) a licensed mental health professional; 8) a criminal defense attorney; 9) at least two members of the community at large; 10) a guardian ad litem or representative of the Office of Guardian Ad Litem, designated by the director; 11) a representative of the Division of Child and Family Services, designated by the employee of the division who has supervisory responsibility for the county served by the center; 12) if a center serves more than one county, one representative from each county served, appointed by the county executive; and 13) additional members appointed as needed by the county executive. The local advisory board does not supersede the authority of the contracting county;

- g. Schedule and facilitate local advisory board meetings; Send draft minutes of local board meetings to CJC Program within 45 days of each board meeting;
- h. Facilitate discussion at local levels with supervisors, local advisory board members and MDTs, of concerns and needs, and identify strategies to address those needs;
- i. Review MDT protocols, operating guidelines, and MOUs at least annually and update when necessary. If said documents have been updated in the course of the fiscal year, the CJC will provide updated documents by June 1st to the CJC Program;
- j. For employees funded by state monies, in whole or in part under this contract, the primary physical working location for the employee(s) shall be the CJC; for employees split between CJC/non-CJC functions, the CJC shall maintain documentation, including but not limited to timesheets, to support costs allocated to the CJC.

11. Program Evaluation and Outcomes. The CJC shall:

- a. Ensure that all professionals conducting forensic interviews at the CJC participate in peer review at least twice a year. CJC must maintain documentation demonstrating completion of peer review;
- b. Ensure that CJC employees who provide victim services participate in a victim advocacy skills peer consultation with the Program's Specialist at least once a year and implement recommendations;
- c. Consult with the Program's Specialist on its case review process annually and implement recommendations;
- d. Participate in CMS data entry/quality assurance checks at least twice a year by the Program's Quality Assurance Analyst, and implement recommendations as needed;
- e. Offer initial and follow up Outcome Measurement System (OMS) surveys to caregivers seen at the CJC and consider ways to implement feedback; compliance shall be documented in the CMS;
- f. Administer OMS survey to MDT twice a year and consider ways to address/implement the feedback;
- g. If the CJC's performance is found to be lacking in any of the above areas, the CJC will coordinate with the Program for technical assistance to improve effectiveness.

12. National Practice Standards

- a. The Program utilizes nationally recognized minimum standards to inform the practice and policy of Utah's CJs and to determine the "substantial compliance" of the CJC with said standards;
- b. Training opportunities required under #9b shall reflect and take into consideration training requirements recommended under the standards;
- c. The AGO recognizes the membership categories of the National Children's Alliance (NCA), including accredited, associate, and affiliate membership, and utilizes said membership definitions as needed;
- d. Currently accredited centers shall be expected to maintain their accredited status to remain eligible for additional state funding. Eligible centers not yet accredited shall be encouraged to work with the Program to establish a timeline for becoming fully accredited.

- 13. Auxiliary Programs/Services. The CJC shall:**
- a. Obtain prior written approval of the administration of the CJC Program for any service offered by or through a CJC, other than those specifically designated in this contract, in order to maintain the core functions of the state program, which is the facilitation and coordination of investigation and prosecution of child abuse and other cases where a child is a primary victim and that the CJC is a neutral, child friendly facility;
 - b. Obtain prior written approval for the expansion of a CJC's service area, as that will require a contract amendment to incorporate said area;
 - c. If the CJC fails to obtain said approval or implements a program or service that interferes or conflicts with the statutory purposes of the CJC Program, the Program may take appropriate action including warnings, reduction of funding, or termination of contract.
- 14. Fundraising.**
- a. The CJC acknowledges the following guidelines as to what is allowable and unallowable with regard to CJC staff fundraising or assisting private, nonprofits on state paid time.
 - b. Examples of allowable activities on state paid time:
 - i. giving public presentations about the CJC and answering questions about how/where they can help monetarily; attending a fund raising event to explain what a CJC does, etc.; responding to a public request regarding the needs of the CJC; referring potential donors to a member of the Friends Board; attending local Friends Board meetings as a liaison to address local CJC needs;
 - c. Receiving donations, monetary or otherwise; sending "Thank you" notes to contributors on behalf of the CJC (not Friends Board); writing grants for the CJC;
 - d. CJC shall determine how monetary donations made directly to the local CJC are received, deposited, and tracked; Monies shall be maintained separately from county general fund accounts or otherwise clearly identified for the CJC;
- 15. Examples of activities and/or expenses that must be paid for with non-State monies:**
- i. Contacting businesses or individuals, through any means, with the specific purpose of soliciting monetary or other donations; preparing and distributing fundraiser materials; gathering items from businesses or others for fundraising event;
 - ii. planning, organizing, preparing, helping, or otherwise facilitating fundraising event other than attending as the CJC liaison;
 - iii. doing any work of or for the local Friends Board including its finances, minutes, correspondence, billings, invoices, travel, etc.; promoting businesses who offer to contribute all or a portion of proceeds to local CJC;
 - iv. hosting fund raising events where the primary purpose is to solicit and/or raise funding, goods, or services for local CJC (rummage sales, bake sales, dinners, dances, galas, festivals, barbeques, contests, etc.);
 - v. costs of fund raising, including financial campaigns, endowment drives, solicitation of gifts and bequests, and similar expenses incurred solely to raise capital or obtain contributions.
- 16.** The CJC agrees that no state monies will be used to compensate CJC employees for unallowable activities as identified in the guidelines and will maintain documentation regarding what non-state funds were used for said activities.
- 17.** The CJC agrees that it will implement a specific plan to address costs of employees who engage in fundraising or work for private non-profit entities and provide a copy of the plan to the CJC Program upon request.
- 18. Acknowledgement**
- a. CJC agrees to include the Attorney General's Office (AGO) logo and the following acknowledgement on printed and promotional materials, press releases, websites, and other digital media: "The (Name of CJC) is part of the CJC Program, administered by the Utah Attorney General's Office";

- b. In instances where the use of the written acknowledgment is restricted by space and/or format, the CJC will include the AGO logo.

16. Noncompliance

- a. The Program may take appropriate action including warnings, reduction of funding or termination of contract should there be noncompliance with any of the provisions of this contract.

ATTACHMENT C: CONTRACT COSTS

1. METHOD AND SOURCE OF PAYMENT: The STATE agrees to reimburse CONTRACTOR for costs authorized by this contract, by warrant drawn against the State of Utah, upon receipt of itemized billing for STATE authorized services provided and supported by information contained on reimbursement forms supplied by the STATE. Payment will be made quarterly, pursuant to submission by contractor on a timely basis. The CONTRACTOR will be paid for actual cost of service up to the contract amount. In accordance with Utah Code Ann. 67-5b-103, funding for centers is intended to be broad-based, provided by a line item appropriation by the Legislature to the attorney general, and is intended to include federal grant monies, local government monies, and private donations.
2. OVERPAYMENT/AUDIT EXCEPTIONS/DISALLOWANCES: The CONTRACTOR agrees that if during or subsequent to the contract period it is determined by the STATE, through audit or ATTORNEY GENERAL'S OFFICE fiscal reviews, that payments to the CONTRACTOR were incorrectly reported or paid, the STATE may amend the contract and adjust the CONTRACTOR payment rates for the remainder of the contract period, or any renewal period. Any excess payments are, upon written request, immediately due and payable to the STATE. In addition, CONTRACTOR expenditures under this contract, determined by audit or ATTORNEY GENERAL'S OFFICE fiscal review, to be ineligible for reimbursement because they were not authorized by the terms and conditions of the contract, or that are inadequately documented, and for which payment has been made to the CONTRACTOR, will upon written request be immediately refunded to the STATE by the CONTRACTOR. The CONTRACTOR further agrees that the STATE shall have the right to withhold any or all subsequent payments under this or other contracts with the CONTRACTOR until recoupment of overpayment is made.
3. PAYMENT WITHHOLDING: The CONTRACTOR agrees that the reporting and record keeping requirements specified in this contract are a material element of performance and that if, in the opinion of the STATE, the CONTRACTOR's record keeping practices and/or reporting to the STATE are not conducted in a timely and satisfactory manner, the STATE may withhold part or all payments under this or any other contract until such deficiencies have been remedied. In the event of the payment(s) being withheld, the STATE agrees to notify the CONTRACTOR in writing prior to denial of payment of the reasons for the denial and of the actions that the CONTRACTOR will need to take to bring about the release of withheld payments.
4. BILLINGS: Billings and claims for services must be received within forty-five (45) days after the last date of service for the quarterly period billed. The final billing must be submitted within (10) days after the termination of the contract, due to the closeout of the State's fiscal year. Payment for final billings received more than ten (10) days after contract termination may be delayed or denied.
5. FINANCIAL AND COST ACCOUNTING SYSTEM: The CONTRACTOR agrees to maintain a financial and cost accounting system in accordance with generally accepted accounting principles. At a minimum, the CONTRACTOR's accounting system shall provide for a General Ledger, and cost accounting records adequate to assure that costs incurred under this contract are reasonable, allocable to contract objectives, and separate from costs associated with other business activities of the CONTRACTOR. The CONTRACTOR further agrees that all program expenditures and revenues shall be supported by reasonable documentation (vouchers, invoices, receipts, etc.) which shall be stored and filed in a systematic and consistent manner. The CONTRACTOR further agrees to retain and make available to independent auditors, State and Federal auditors, and program and contract reviewers all accounting records and supporting documentation for a minimum of six (6) years after the expiration of this contract. The CONTRACTOR further agrees that, to the extent it is unable to reasonably document the disposition of monies paid under this contract, it is subject to an assessment for over-payment.
6. DEPARTMENT COST PRINCIPLES: The CONTRACTOR agrees to abide by Department Cost Principles as applicable to the contract.
7. NOTIFICATION OF THE INTERNAL REVENUE SERVICE: It is the Utah Attorney General's policy to notify the Internal Revenue Service of any violations of IRS regulations uncovered as a result of its dealings with providers.
8. RELATED PARTIES: The CONTRACTOR shall not make payments to related parties in any category of Administration, Capital Expenditures, or Program Expenses without the prior written consent of the STATE. Payments to related parties may include, but are not limited to: salaries, wages, compensation under employment or service agreements, or payments under purchase, lease, or rental agreements. Payments made by the CONTRACTOR to related parties without such prior written consent may be disallowed and may result in an overpayment assessment. For the purpose of defining payments to related parties under a contract:
 - a. The CONTRACTOR shall be defined to include all owners, partners, directors, officers of the CONTRACTOR or others with authority to establish policies and make decisions for the CONTRACTOR.
 - b. Persons and/or organizations shall be considered related parties when any of the following conditions exist:
 - 1) A person and/or organization with directors, officers, or others with the authority to establish policies and to make decisions for the organization who is/are related to the CONTRACTOR through blood or marriage, as defined by Utah Code Ann. Section 52-3-1 (d) as father, mother, husband, wife, son, daughter, sister, brother, uncle, aunt, nephew, niece, first cousin, mother-in-law, father-in-law, brother-in-law, sister-in-law, son-in-law, or daughter-in-law.
 - 2) An organization has in common with the CONTRACTOR either: a)

owners or partners who directly or indirectly own ten percent (10%) or more of the voting interest of the organization; and/or b) directors, officers or others with authority to establish policies and make decisions for the organization.

The CONTRACTOR is obligated to immediately call any contemplated or actual related party payment to the attention of the STATE. Upon notification of related party payment, the STATE may, at its discretion, require that the CONTRACTOR undertake competitive bidding for the goods/services, require satisfactory cost justification prior to payment, or take other steps that may be necessary to assure that the goods/services provided afford the STATE a satisfactory level of quality and cost.

9. CHANGES IN BUDGET (*Cost Reimbursement Contracts Only*): The budget, presented in Attachment D, shall be the basis for payment. Expenditures in excess of those originally budgeted may be considered questioned costs. Resolution of such questioned costs will normally result in a request that such excesses be refunded to the STATE. When the contract restricts expenditures within defined categories, any unapproved excess will be considered a questioned cost.
10. PRICE REDUCTION FOR DEFECTIVE COST OR PRICING DATA: If any price, including profit or fee, negotiated in connection with this contract, or any cost reimbursable under this contract was increased by any significant sum because the CONTRACTOR furnished cost or pricing data (e.g., service code cost summaries, salary schedules, reports of prior period costs, etc.) which was not accurate, complete, and current, the price or cost shall be reduced accordingly and the contract shall be modified in writing as may be necessary to reflect such reduction, and amounts overpaid shall be subjected to overpayment assessments. Any action the STATE may or may not take in reference to such price reduction shall be independent of, and not be prejudicial to, the STATE's right to terminate this agreement.

Box Elder County		CHILDREN'S JUSTICE CENTER					FY23				
EXPENSE CATEGORY		REVENUE SOURCES									
		STATE CONTRACT		LOCAL GOV		FEDERAL		FRIENDS		OTHER	
		ONGOING BASE	ROLLOVER/ONE TIME FUNDS	LOCAL GOV CASH	LOCAL GOV INKIND	NCA (FEDERAL)	VOCA/ OTHER FED	FRIENDS (CASH)	FRIENDS (IN-KIND)	OTHER PRIVATE FUNDING	
CATEGORY 1 - CAPITAL EXPENDITURES											
A Capital Improvements	Building	0									
Total	Grounds	0									
CATEGORY 2 - PROGRAM OPERATING											
A Personnel	Director	62,379	16,638		3,684		36,940				
	Coordinator	0									
	Assistant Coordinator	0									
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RESOLUTION NO. 22-08

A RESOLUTION OF THE BOARD OF COMMISSIONERS OF BOX ELDER COUNTY, UTAH APPROVING A PROPOSAL TO CREATE AN AGRICULTURE PROTECTION AREA.

The Board of Commissioners of Box Elder County, Utah as the county legislative body of Box Elder County, Utah, referred to herein as the "County Commission" recite the following as the basis for adopting this Resolution:

A. A proposal was filed with the Box Elder County Commission by a landowner or landowners that a total of 206.22 acres of land in agriculture production located in Box Elder County be established and created as an agriculture protection area pursuant to the provisions of §17-41-301 of the Utah Code.

B. The Box Elder County Commission provided notice of the filing of the proposal by posting notice on the Utah Public Notice Website, posting notice at five places, designated by the Box Elder County Commission, within or near the proposed agricultural protection area, and mailing written notice to each owner of land within 1,000 feet of land proposed for inclusion within the proposed agricultural protection area, pursuant to §17-41-302 of the Utah Code.

C. After providing notice, the County Commission referred the proposal and all proposed modifications and objections to the Box Elder County Agriculture Protection Area Advisory Board and the Box Elder County Planning Commission. Reports from each of these boards were then received and reviewed by the County Commission.

D. After receiving the written reports from the Advisory Board and the Planning Commission, the County Commission scheduled and provided notice of a public hearing by publishing notice in a newspaper having general circulation within Box Elder County, on the Utah Public Notice Website, posting notice in five public places, as designated by the County Commission, within or near the proposed agricultural protection area, and mailing notice to each owner of land within 1,000 feet of the land proposed for inclusion within the proposed agricultural protection area, pursuant to §17-41-304 of the Utah Code.

E. The County Commission then conducted a public hearing on May 4, 2022 pursuant to notice as required by UCA Section 17-41-304 and received oral or written public comment from all interested persons.

F. After having considered all of the reports, comments and information provided to it, the County Commission has found and determined that the land within the proposed agriculture protection area is currently being used for agriculture production, the land is zoned for agriculture use, the land is viable for agriculture production, the extent and nature of existing or proposed farm improvements is appropriate, and the anticipated trends in agricultural and technological conditions that might affect the proposed agriculture protection area are appropriate.

NOW, THEREFORE, BE IT RESOLVED by the Board of Commissioners of Box Elder County, Utah with 3 members present and 3 members voting in favor, as follows:

OwnerName RP WETLANDS AND WATERFOWL LLC
03-004-0082

Legal LOTS 1, 6, 7, & 8 OF SEC 26, TWP 9 N, R 3 W, SLM EXC OF ROAD LESS: LOT 1 & THAT PART OF LOT 8 LYING N OF CO (REFUGE) RD.

LESS: THAT PART OF LOT 6 LYING W OF WHISTLER CANAL.

LESS: COM BRASS CAP MON FND SW COR SEC 35, E ALG S/L SW/4 SD SEC AS CURRENTLY MON 1149.29 FT, LEAVING SD SEC/L S 1322.18 FT TO TRUE POB, SD POB LOC W/L WHISTLER CANAL AT PT 75 FT W OF CTR/L SD CANAL, NLY ALG W R/W/L SD CANAL AT PT 75 FT W & PERP TO C/L SD CANAL FOLLOW 26 COURSES: N18°16'53E 269.53 FT, N03°53'51E 423.57 FT, N18°12'31E 192.26 FT, N29°24'14E 453.24 FT, N04°22'43W 595.45 FT, N17°14'29W 405.23 FT, N08°18'48E 416.30 FT, N23°46'08W 532.35 FT, N12°08'47W 179.94 FT, N21°59'08W 94.91 FT, N36°05'24W 128.69 FT, N22°42'49W 146.53 FT, N06°41'10W 180.45 FT, N02°36'12E 346.23 FT, N21°29'25E 163.52 FT, N13°21'08E 231.53 FT, N02°17'14E 58.58 FT, N19°55'08W 120.67 FT, N34°05'23W 123.20 FT, N17°18'08W 129.55 FT, N04°54'34W 240.30 FT, N19°23'22W 212.15 FT, N10°37'17E 183.53 FT, N35°35'38E 271.67 FT, N04°32'07E 386.69 FT, N12°26'45W 530.5 FT M/L TO S BANK BEAR RIVER, N60°03'26E ACROSS SD CANAL 128.8 FT TO PT ON E BANK SD CANAL & SD S OF BEAR RIVER, N49°50'30E ALG SD S RIVER BANK 350.69 FT TO PROJECTION OF OLD FNC/L FRM S, LEAVING SD RIVER BANK S21°49'56E ALG SD OLD FNC/L 994.59 FT TO PT IN SLY R/W/L OF CO RD LEAVING TO BEAR RIVER MIGRATORY BIRD REFUGE, S04°44'40E 4744.77 FT TO PT LOC S/L AFORESAID SW/4 SEC/L AT PT WEST 499.9 FT FRM BRASS CAP MON FND AT S/4 COR SD SEC 35, S13°17'35W 1359.57 FT TO PT IN EXIST FNC/L, N89°55'10W ALG SD FNC/L & PROJECTED W ACROSS CANAL 678.5 FT TO POB.

LESS 1.04 AC FOR CO RD. SUBJ TO 150 FT R/W ALG WHISTLER CANAL 75 FT EACH SIDE PARA TO CTR/L SD CANAL.

LESS[03-004-0076] COM AT NE COR OF SEC 25 T09N R03W BEING A FOUND 3.25 INCH FISH AND WILDLIFE CAP, S00°21'37"W ALG E/L OF SD SEC 25 A DIST OF 1196.75 FT (364.770 METERS) TO NLY R/W OF SD BEAR RIVER ACCESS RD (FHWA PROJECT UT PLH 523-1(2)) & POB; ALG SD E/L S00°21'37"W DIST OF 75.38 FT (22.975 METERS) TO SLY R/W OF SD PROJECT & CONTINUING ALG SD R/W THE FOLLOWING FIFTEEN (15) COURSES, 1) ALG SD R/W S61°28'18"W 6629.10 FT (2020.553 METERS) TO BEG OF A CURVE TO LEFT, 2) ALG THE ARC OF SD CURVE A RADIUS OF 3248.60 FT (990.176 METERS) THROUGH A CENTRAL ANGLE OF 05°18'23"A DIST OF 300.87 FT (91.706 METERS), SD ARC SUBTENDED BY CHORD WHICH BEARS S58°49'06"W 300.77 FT (91.674 METERS), 3) S56°09'55"W 167.30 FT (50.993 METERS) TO BEG OF A CURVE TO RIGHT, 4) ALG ARC OF SD CURVE A RADIUS OF 1673.80 FT (510.176 METERS) THROUGH A CENTRAL ANGLE OF 17°39'00" 515.61 FT (157.159 METERS) SD ARC SUBTENDED BY A CHD WHICH BEARS S64°59'25"W 513.58 FT (156.538 METERS), 5) S73°48'54"W 171.50 FT (52.272 METERS) TO BEG OF A CURVE TO LEFT, 6) ALG ARC OF SD CURVE A RADIUS OF 3248.60 FT (990.176 METERS) THROUGH A CENTRAL ANGLE OF 03°42'46" 210.51 FT (64.165 METERS) SD ARC SUBTENDED BY CHD BEARS S71°57'31"W 210.48 FT (64.154 METERS), 7) S70°06'08"W DIST OF 2612.51 FT (796.296 METERS) TO BEG OF A CURVE TO LEFT, 8) ALG ARC IF SD CURVE A RADIUS OF 656.14 FT (199.991 METERS) THROUGH A CENTRAL ANGLE OF 33°43'09" 386.14 FT (117.697 METERS) SD ARC SUBTENDED BY A CHD BEARS S53°14'34"W 380.59 FT (116.005 METERS), 9) S36°22'58"W 3029.27 FT (923.323 METERS) TO BEG OF CURVE TO RIGHT, 10) ALG ARC OF SD CURVE A RADIUS OF 853.40 FT (260.117 METERS) THROUGH A CENTRAL ANGLE OF 26°00'27" 387.37 FT (118.072 METERS) SD ARC SUBTENDED BY A CHD BEARS S49°23'12"W 384.06 FT (117.061 METERS), 11) S62°23'26"W 518.66 FT (158.089 METERS) TO BEG OF A CURVE TO RIGHT, 12) ALG ARC IF SD CURVE A RADIUS OF 1345.64 FT (410.152 METERS) THROUGH A CENTRAL ANGLE OF 30°44'38" 722.05 FT (220.082 METERS) SD ARC SUBTENDED BY A CHD BEARS S77°45'45"W 713.42 FT (217.450 METERS), 13) N86°51'56"W 35.94 FT (10.955 METERS) TO BEG OF A CURVE TO LEFT, 14) ALG ARC OF SD CURVE A RADIUS OF 2592.28 FT (790.129 METERS) THROUGH A CENTRAL ANGLE OF 06°33'13" 296.52 FT (90.378 METERS) SD ARC SUBTENDED BY CHD BEARS S89°51'28"W 296.35 FT (90.328 METERS), 15) S86°34'51"W 312.21 FT (95.162 METERS), LEAVING SD R/W N03°25'09"W 66 FT (20.117 METERS) SD NLY R/W & CONTINUING ALG SD R/W FOLLOWING TWENTY (20) COURSES, 1) N86°34'51"E 312.21 FT (95.162 METERS) TO BEG OF CURVE TO RIGHT, 2) ALG ARC OF SD CURVE RADIUS OF 2658.28 FT (810.246 METERS) THROUGH A CENTRAL ANGLE 06°33'13" 304.06 FT (92.679 METERS) SD ARC SUBTENDED BY CHD BEARS N89°51'28"E 303.90 FT (92.629 METERS), 3) S86°51'56"E 35.94 FT (10.955 METERS), 4) N03°08'04"E 17.00 FT (5.181 METERS) TO BEG OF NON TANGENT CURVE TO LEFT, 5) ALG ARC OF SD NON TANGENT CURVE A RADIUS OF 1262.64 FT (384.854 METERS) THROUGH A CENTRAL ANGLE OF 14°41'19" 323.69 (98.662 METERS) SD ARC SUBTENDED BY A CHD BEARS N85°47'25"E 322.81 FT (98.392 METERS), 6) S11°38'48"E 17.00 FT (5.181 METERS) TO BEG OF

**Paddock Properties Ag Protection Legal Descriptions
With 03-004-0082 Added**

03-109-0001

BEG AT THE NW COR OF SEC 16, TWP 9N R 2W, S.L.M. TH RUNNING E 92 1/2 RDS, TH S 10.64 CHS, TH W 92 1/2 RDS, TH N 10.64 CHS TO BEG.

EXC OF .25 ACS FOR ROAD.

03-109-0002

BEG AT A PT 42.56 RDS S OF THE NW COR OF SEC 16, TWP 9N, R 2W, S.L.M. TH RUNNING E 43.75 RDS, TH S 54.93 RDS, TH W 43.75 RDS, TH N 54.93 RDS TO BEG.

03-109-0003

BEG AT A POINT 42.56 RDS SOUTH AND 43.75 RDS EAST OF THE NW CORNER OF SEC 16, T 09N, R 02W, SLM. THENCE SOUTH 63.70 RDS, EAST 50.25 RDS, NORTH 63.70 RDS, WEST 50.25 RDS TO BEG.

ALSO: R/W AS FOLLOWS, BEG AT A POINT 94 RDS EAST OF THE NW CORNER OF SEC 16, T 09N, R 02W, SLM. THENCE SOUTH 43.56 RDS, EAST 1.0 RD, NORTH 43.56 RDS, WEST 1.0 RD TO BEG.

LESS: COUNTRY ROAD.

03-109-0006

BEG 97.49 RDS S OF NW COR SEC 16 T9 N R2W SLM, E 43.75 RDS, S 36.63 RDS W 43.75 RDS, N 36.63 RDS TO BEG. LESS 03-109-0040 #144487 DESC AS: BEG AT PT 97.49 RDS S OF NW COR SEC 16 T09N R02W SLM, E 43.75 RDS, S 8.77 RDS, W 43.75 RDS, N 8.77 RDS TO BEG.

03-109-0007

BEG 106.26 RDS S & 43.75 RDS E OF NW COR SEC 16 T9N R2W SLM, S 27.86 RDS, W 43.75 RDS, S 1 RD, E 94 RDS, N 28.86 RDS, W 50.25 RDS TO BEG. W/ R/W. LESS 1/2 RD ON E SIDE FOR RD.

03-109-0008

BEG AT SW COR OF NW/4 OF SEC 16, TWP 9N, R 2W, SLM, RUNNING N 24.88 RDS, E 94 RDS, S 24.88 RDS, W 94 RD TO BEG.

LESS 1/2 RD ON EACH SIDE FOR ROAD.

03-109-0040

BEG AT PT 97.49 RDS S OF NW COR SEC 16 T09N R02W SLM, E 43.75 RDS, S 8.77 RDS, W 43.75 RDS, N 8.77 RDS TO BEG.

03-110-0008

BEG AT THE NE COR OF SEC 17, T9N R2W SLM, RUN S 64 RDS, W 50 RDS, N 64 RDS, E 50 RDS TO THE BEG.

ALSO BEG AT A PT 50 RDS W OF THE NE COR OF SEC 17, T9N, R2W, SLM, RUN S 90 RDS, W 20 RDS, N 90 RDS, E 20 RDS TO THE BEG.

LESS: CANAL

LESS: PART OF THE NE/4 SEC 17, T9N, R2W, SLM, BEG AT A PT IN AN EXISTING FENCE LINE LOC S89°44'54"W ALG THE N/L OF SD SEC 1281.48 FT AND S01°29' 45E 1054.66 FT AND N89°40'57E 99.31 FT FROM THE NE COR OF SD SEC 17 (B E CO SURVEY MONUMENT), N89°40'57E ALG SD FENCE 330 FT, S00°01'15W 432.5 FT, W 330 FT, N 430.7 FT TO POB.

03-110-0024

PART OF THE NE/4 OF SEC 17, T09N, R02W, SLM, BEG AT A PT IN AN EXISTING FENCE LINE LOC S89°44'54"W ALG THE N/L OF SD SEC 1281.48 FT FROM THE NE COR OF SD SEC 17 (BOX ELDER COUNTY SURVEYOR MONUMENT), S01°29'45"E ALG SD FENCE 1054.66 FT TO AN EXISTING FENCE COR, N89°40'57"E ALG SD FENCE 99.31 FT, N 1054.30 FT, S89°44'54"W 126.84 FT TO POB.

03-109-0065

PART OF THE NW/4 AND A PART OF THE NE/4 OF SEC 16, T 09N, R 02W, SLBM. BEGINNING AT THE NE CORNER OF ALVIN JEPSON FARMS INC. PROPERTY TAX ID NO. 03-109-0054 AS DESCRIBED IN ENTRY NO. 383695 IN THE BOX ELDER COUNTY RECORDER'S OFFICE ALSO BEING A POINT ON THE NORTH LINE OF SAID SEC 16 LOCATED 3083.81 FT N 89°54'51" E ALONG SAID NORTH LINE FROM THE NW CORNER OF SAID SEC 16; THENCE ALONG THE BOUNDARY OF SAID ALVIN JEPSON FARMS INC. PROPERTY THE FOLLOWING TWO (2) COURSES: 1) S 20°24'56" E (SOUTHEAST BY RECORD) 1062.72 FT; 2) S 89°59'59" W 317.61 FT (WEST 15.5 RODS BY RECORD) ALONG SAID BOUNDARY IN PART AND THEN ALONG THE NORTH LINE OF REEDER RANCH LIMITED PARTNERSHIP PROPERTY TAX ID NO. 03-109-0057; S 00°02'03" E (SOUTH BY RECORD) 154.68 FT TO THE NORTH LINE OF CHET JEPSON PROPERTY TAX ID NO. 03-109-0036; N 89°41'01" W (WEST BY RECORD) 577.04 FT ALONG THE NORTH LINE OF SAID CHET JEPSON PROPERTY; N 00°00'39" E 1146.67 FT TO THE NORTH LINE OF SAID SECTION; THENCE N 89°54'51" E (EAST BY RECORD) 523.62 FT ALONG SAID NORTH LINE TO THE POINT OF BEGINNING.

03-109-0088

BEGINNING AT THE SOUTHWEST CORNER OF SECTION 16, TOWNSHIP 9 NORTH, RANGE 2 WEST OF THE SALT LAKE BASE AND MERIDIAN, AND RUNNING NORTH 00°07'36" EAST 2,201.97 FEET ALONG THE SECTION LINE TO THE TRUE POINT OF BEGINNING, THENCE THE FOLLOWING FOUR (4) COURSES: (1) NORTH 00°07'36" EAST 442.88 FEET (2) NORTH 89°59'31" EAST 1,526.74 FEET TO THE WEST RIGHT OF WAY OF

2600 WEST STREET (3) SOUTH 00°01'59" EAST 443.24 FEET ALONG SAID RIGHT OF WAY
(4) NORTH 89°59'41" WEST 1,527.97 FEET TO THE POINT OF BEGINNING.

03-004-0082

LOTS 1, 6, 7, & 8 OF SEC 26, TWP 9 N, R 3 W, SLM EXC OF ROAD LESS: LOT 1 & THAT
PART OF LOT 8 LYING N OF CO (REFUGE) RD.

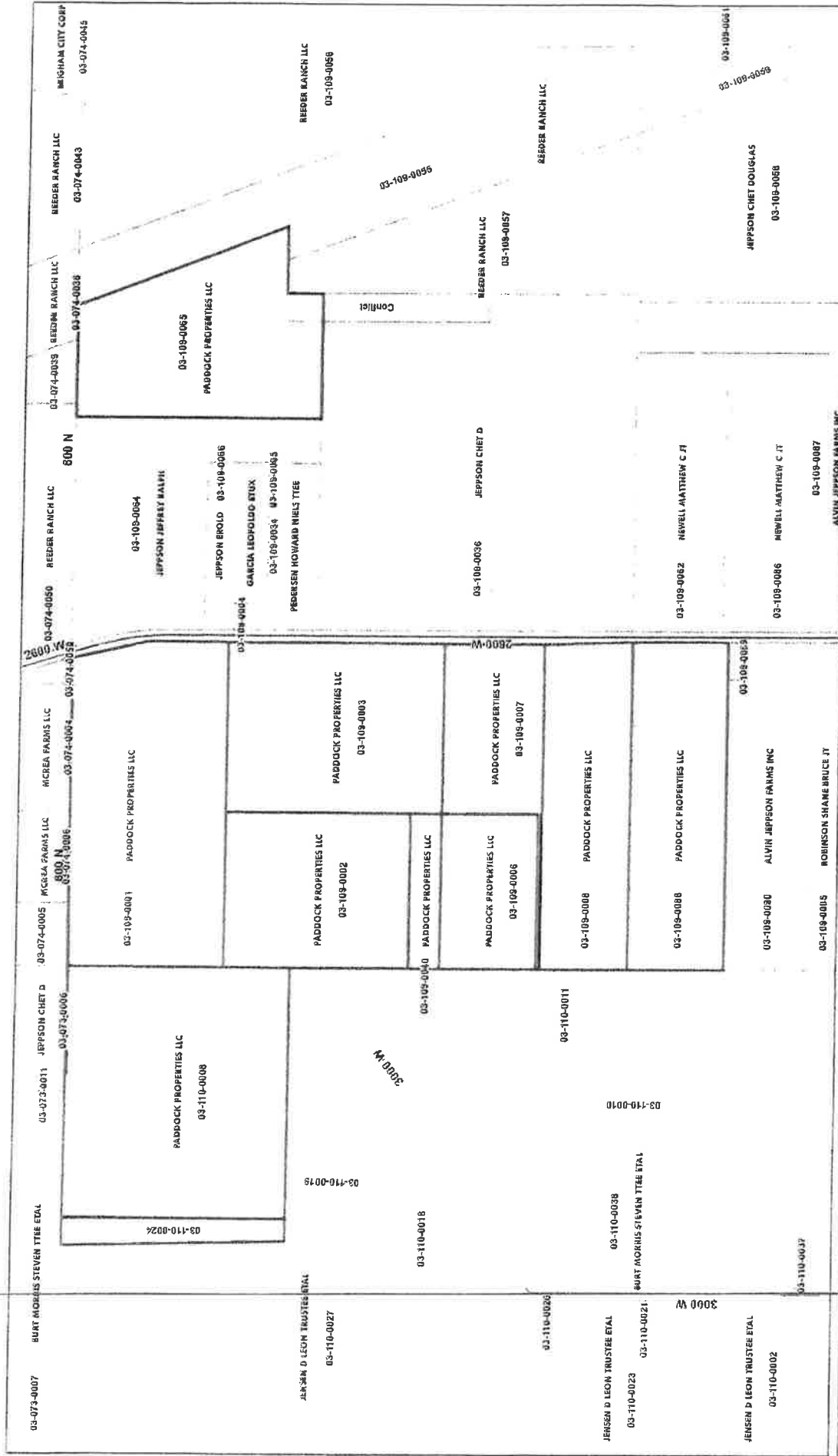
LESS: THAT PART OF LOT 6 LYING W OF WHISTLER CANAL.

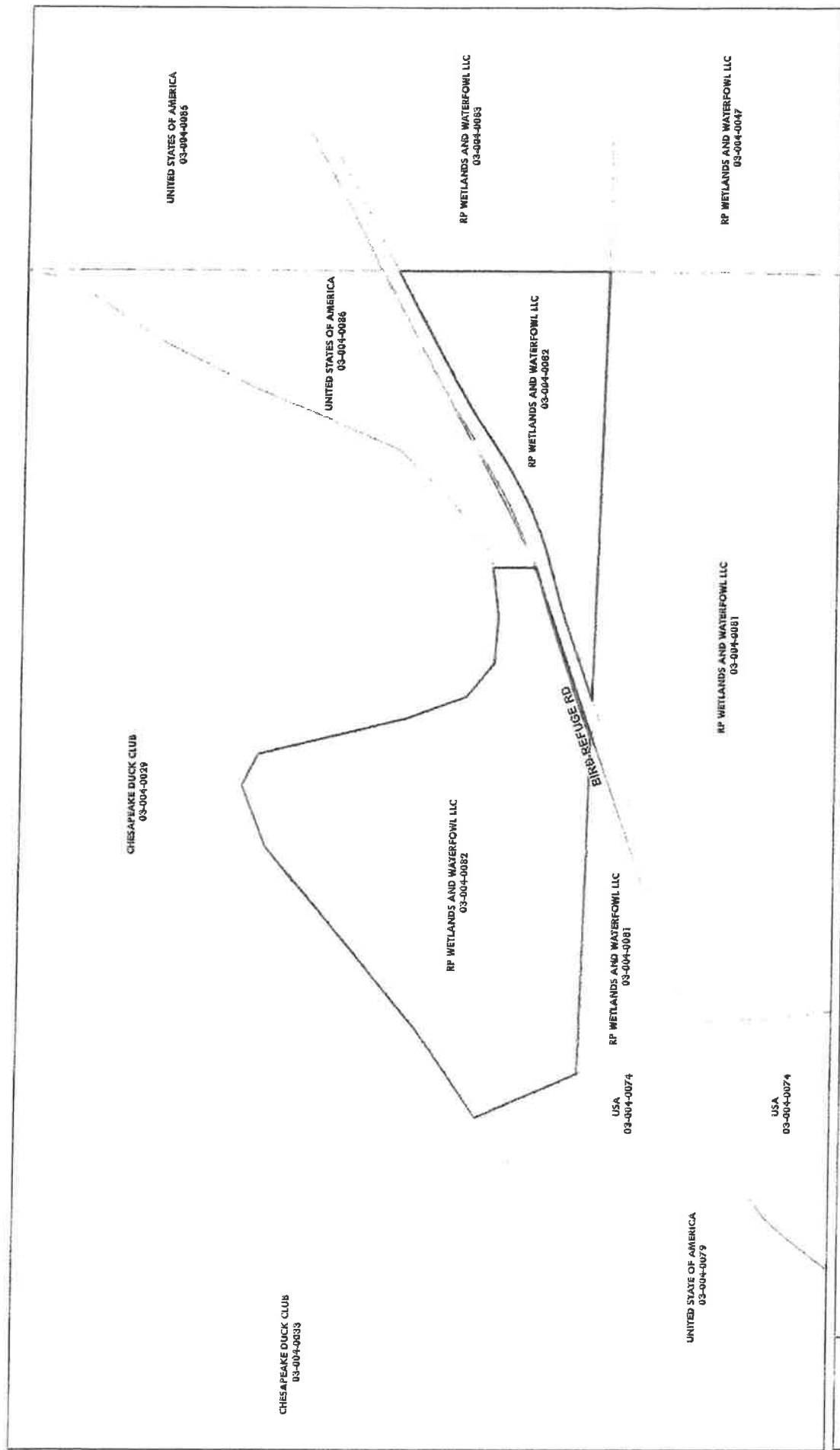
LESS: COM BRASS CAP MON FND SW COR SEC 35, E ALG S/L SW/4 SD SEC AS
CURRENTLY MON 1149.29 FT, LEAVING SD SEC/L S 1322.18 FT TO TRUE POB, SD POB
LOC W/L WHISTLER CANAL AT PT 75 FT W OF CTR/L SD CANAL, NLY ALG W R/W/L SD
CANAL AT PT 75 FT W & PERP TO C/L SD CANAL FOLLOW 26 COURSES: N18°16'53E
269.53 FT, N03°53'51E 423.57 FT, N18°12'31E 192.26 FT, N29°24'14E 453.24 FT,
N04°22'43W 595.45 FT, N17°14'29W 405.23 FT, N08°18'48E 416.30 FT, N23°46'08W 532.35
FT, N12°08'47W 179.94 FT, N21°59'08W 94.91 FT, N36°05'24W 128.69 FT, N22°42'49W
146.53 FT, N06°41'10W 180.45 FT, N02°36'12E 346.23 FT, N21°29'25E 163.52 FT,
N13°21'08E 231.53 FT, N02°17'14E 58.58 FT, N19°55'08W 120.67 FT, N34°05'23W 123.20
FT, N17°18'08W 129.55 FT, N04°54'34W 240.30 FT, N19°23'22W 212.15 FT, N10°37'17E
183.53 FT, N35°35'38E 271.67 FT, N04°32'07E 386.69 FT, N12°26'45W 530.5 FT M/L TO S
BANK BEAR RIVER, N60°03'26E ACROSS SD CANAL 128.8 FT TO PT ON E BANK SD
CANAL & SD S OF BEAR RIVER, N49°50'30E ALG SD S RIVER BANK 350.69 FT TO
PROJECTION OF OLD FNC/L FRM S, LEAVING SD RIVER BANK S21°49'56E ALG SD OLD
FNC/L 994.59 FT TO PT IN SLY R/W/L OF CO RD LEAING TO BEAR RIVER MIGRATORY
BIRD REFUGE, S04°44'40E 4744.77 FT TO PT LOC S/L AFORESAID SW/4 SEC/L AT PT
WEST 499.9 FT FRM BRASS CAP MON FND AT S/4 COR SD SEC 35, S13°17'35W 1359.57
FT TO PT IN EXIST FNC/L, N89°55'10W ALG SD FNC/L & PROJECTED W ACROSS CANAL
678.5 FT TO POB.

LESS 1.04 AC FOR CO RD. SUBJ TO 150 FT R/W ALG WHISTLER CANAL 75 FT EACH
SIDE PARA TO CTR/L SD CANAL.

LESS[03-004-0076] COM AT NE COR OF SEC 25 T09N R03W BEING A FOUND 3.25 INCH
FISH AND WILDLIFE CAP, S00°21'37"W ALG E/L OF SD SEC 25 A DIST OF 1196.75 FT
(364.770 METERS) TO NLY R/W OF SD BEAR RIVER ACCESS RD (FHWA PROJECT UT
PLH 523-1(2)) & POB; ALG SD E/L S00°21'37"W DIST OF 75.38 FT (22.975 METERS) TO SLY
R/W OF SD PROJECT & CONTINUING ALG SD R/W THE FOLLOWING FIFTEEN (15)
COURSES, 1) ALG SD R/W S61°28'18"W 6629.10 FT (2020.553 METERS) TO BEG OF A
CURVE TO LEFT, 2) ALG THE ARC OF SD CURVE A RADIUS OF 3248.60 FT (990.176
METERS) THROUGH A CENTRAL ANGLE OF 05°18'23"A DIST OF 300.87 FT (91.706
METERS), SD ARC SUBTENDE BY CHORD WHICH BEARS S58°49'06"W 300.77 FT
(91.674 METERS), 3) S56°09'55"W 167.30 FT (50.993 METERS) TO BEG OF A CURVE TO
RIGHT, 4) ALG ARC OF SD CURVE A RADIUS OF 1673.80 FT (510.176 METERS)
THROUGH A CETRAL ANGLE OF 17°39'00" 515.61 FT (157.159 METERS) SD ARC
SUBTENDE BY A CHD WHICH BEARS S64°59'25"W 513.58 FT (156.538 METERS), 5)
S73°48'54"W 171.50 FT (52.272 METERS) TO BEG OF A CURVE TO LEFT, 6) ALG ARC OF
SD CURVE A RADIUS OF 3248.60 FT (990.176 METERS) THROUGH A CENTRAL ANGLE
OF 03°42'46" 210.51 FT (64.165 METERS) SD ARC SUBTENDE BY CHD BEARS
S71°57'31"W 210.48 FT (64.154 METERS), 7) S70°06'08"W DIST OF 2612.51 FT (796.296

METERS) TO BEG OF A CURVE TO LEFT, 8) ALG ARC IF SD CURVE A RADIUS OF 656.14 FT (199.991 METERS) THROUGH A CENTRAL ANGLE OF 33°43'09" 386.14 FT (117.697 METERS) SD ARC SUBTENDED BY A CHD BEARS S53°14'34"W 380.59 FT (116.005 METERS), 9) S36°22'58"W 3029.27 FT (923.323 METERS) TO BEG OF CURVE TO RIGHT, 10) ALG ARC OF SD CURVE A RADIUS OF 853.40 FT (260.117 METERS) THROUGH A CENTRAL ANGLE OF 26°00'27" 387.37 FT (118.072 METERS) SD ARC SUBTENDED BY A CHD BEARS S49°23'12"W 384.06 FT (117.061 METERS), 11) S62°23'26"W 518.66 FT (158.089 METERS) TO BEG OF A CURVE TO RIGHT, 12) ALG ARC IF SD CURVE A RADIUS OF 1345.64 FT (410.152 METERS) THROUGH A CENTRAL ANGLE OF 30°44'38" 722.05 FT (220.082 METERS) SD ARC SUBTENDED BY A CHD BEARS S77°45'45"W 713.42 FT (217.450 METERS), 13) N86°51'56"W 35.94 FT (10.955 METERS) TO BEG OF A CURVE TO LEFT, 14) ALG ARC OF SD CURVE A RADIUS OF 2592.28 FT (790.129 METERS) THROUGH A CENTRAL ANGLE OF 06°33'13" 296.52 FT (90.378 METERS) SD ARC SUBTENDED BY CHD BEARS S89°51'28"W 296.35 FT (90.328 METERS), 15) S86°34'51"W 312.21 FT (95.162 METERS), LEAVING SD R/W N03°25'09"W 66 FT (20.117 METERS) SD NLY R/W & CONTINUING ALG SD R/W FOLLOWING TWENTY (20) COURSES, 1) N86°34'51"E 312.21 FT (95.162 METERS) TO BEG OF CURVE TO RIGHT, 2) ALG ARC OF SD CURVE RADIUS OF 2658.28 FT (810.246 METERS) THROUGH A CENTRAL ANGLE 06°33'13" 304.06 FT (92.679 METERS) SD ARC SUBTENDED BY CHD BEARS N89°51'28"E 303.90 FT (92.629 METERS), 3) S86°51'56"E 35.94 FT (10.955 METERS), 4) N03°08'04"E 17.00 FT (5.181 METERS) TO BEG OF NON TANGENT CURVE TO LEFT, 5) ALG ARC OF SD NON TANGENT CURVE A RADIUS OF 1262.64 FT (384.854 METERS) THROUGH A CENTRAL ANGLE OF 14°41'19" 323.69 (98.662 METERS) SD ARC SUBTENDED BY A CHD BEARS N85°47'25"E 322.81 FT (98.392 METERS), 6) S11°38'48"E 17.00 FT (5.181 METERS) TO BEG OF NON TANGENT CURVE TO LEFT, 7) ALG ARC IF SD NON TANGENT CURVE A RADIUS OF 1279.64 FT (390.035 METERS) THROUGH A CENTRAL ANGLE OF 16°03'16" 358.56 FT (109.289 METERS) SD ARC SUBTENDED BY CHD BEARS N70°25'04"E 357.38 FT (108.931 METERS), 8) N62°23'26"E 518.66 FT (158.089 METERS) TO BEG OF CURVE TO LEFT, 8) ALG ARC OF SD CURVE A RADIUS OF 787.40 FT (240.000 METERS) THROUGH CENTRAL ANGLE OF 26°00'27" 357.42 FT (108.941 METERS) SD ARC SUBTENDED BY CHD BEARS N49°23'15"E 354.36 FT (108.008 METERS), 9) N36°22'58"E 3029.27 FT (923.323 METERS) TO BEG OF A CURVE TO RIGHT, 10) ALG ARC OF SD CURVE A RADIUS OF 722.14 FT (220.108 METERS) THROUGH A CENTRAL ANGLE OF 33°43'09" 424.99 FT (129.536 METERS) SD ARC SUBTENDED BY A CHD BEARS N53°14'33"E 418.88 FT (127.675 METERS) 11) N70°06'08"E 2612.51 FT (796.296 METERS) TO BEG OF A CURVE TO RIGHT, 12) ALG ARC SD CURVE ANGLE OF 03°42'46" 214.79 FT (65.468 METERS) SD ARC SUBTENDED BY CHD BEARS N71°57'31"E 214.75 FT (65.457), 13) N73°48'54"E 171.50 FT (52.272 METERS), 14) N16°11'06"W 16.99 (5.180 METERS) TO BEG OF NON TANGENT CURVE TO LEFT, 15) ALG ARC SD NON TANGENT CURVE A RADIUS OF 3314.60 FT (1010.293 METERS) THROUGH A CENTRAL ANGLE OF 05°18'24" 306.99 FT (93.570 METERS) SD ARC SUBTENDED BY CHD BEARS N58°49'06"E 306.88 FT (93.536 METERS), 16) N61°28'18"E 6665.52 FT (2031.654 METERS) TO POB.





Paddock Properties Ag Protection
03-004-0082

Date: 5/10/2022

BOX
ELDER
COUNTY

Section 1. Agriculture Protection Area Created. The following land is hereby created and established as an agriculture protection area pursuant to Title 17, Chapter 41 of the Utah Code:

(See Attachment A)

Section 2. Notice of Creation of Agriculture Protection Area. The Box Elder County Clerk shall, within 10 days, record this resolution with the County Recorder and file it with the Box Elder County Planning Commission. Within 10 days of recording this resolution with the Box Elder County Recorder, the County Clerk shall send written notification to the Commissioner of Agriculture and Food that this agricultural protection area has been created.

Section 3. Effective Date. This Resolution shall take effect immediately upon adoption.

PASSED AND ADOPTED this 20th day of July, 2022.

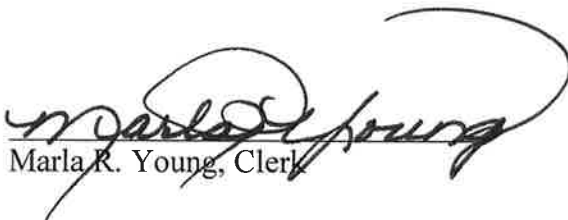



Jeff Scott, Chairman


Stan Summers, Commissioner


Jeff Hadfield, Commissioner

ATTEST:


Marla R. Young, Clerk

Public Hearings 7/20/2022

Paddock Ag Protection Area General Plan Amendment Regarding the County Resource Management Plan

<u>Name</u>	<u>Phone #</u>
Christie Bennett	734-3347
Deanna Vandy	
Lee Perry	720-3029
Shule Bishop	435-562-4982
Jenica Stander	435-734-3364
Cade Palmer	435-734-3000
Wyatt Freeze	435-230-1556
Kevin Potter	435-279-5776
Scott Lyons	3716
Marsha VanTassell	
GINA NELSON	(435) 730-3153
Shirlene Larsen	435 730-1550
Ashley Longmore	435-695-2545
MICHELLE PACE	435-695-2541

ORDINANCE NO. 564

AN ORDINANCE OF BOX ELDER COUNTY AMENDING THE GENERAL PLAN TO UPDATE CHAPTER 16, MINERAL RESOURCES AND CHAPTER 23, UTILITIES OF THE COUNTY RESOURCE MANAGEMENT PLAN.

WHEREAS, As per the Utah Public Lands Policy Coordinating Office, a recommendation has been made to update Chapter 16, Mineral Resources and Chapter 23, Utilities of the Resource Management Plan, of the Box Elder County General Plan; and

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

WHEREAS, the Box Elder County Planning Commission, after appropriate notice, held a public hearing on June 16, 2022 to allow the general public to comment on this proposed General Plan amendment; and

WHEREAS, after providing for public comment from the general public, the Box Elder County Planning Commission has found and determined that this amendment will reasonably promote the public interest, conserve the values of other properties, avoid incompatible development, encourage appropriate use and development, and promote the general welfare; and

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

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

WHEREAS, the Box Elder County Commission, after appropriate notice, held a public hearing on July 20, 2022, to allow the general public to comment on this proposed General Plan amendment; and

WHEREAS, after reviewing and discussing, the Board of County Commissioners of Box Elder County, Utah finds that the amendment to the General Plan will reasonably promote the public interest, conserve the values of other properties, avoid incompatible development, encourage appropriate use and development, and promote the general welfare;

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

SECTION 1: General Plan Amendment. The General Plan of Box Elder County is hereby amended to include the updates of Chapter 16, Mineral Resources and Chapter 23, Utilities of the County Resource Management Plan of the Box Elder County General Plan to read in its entirety as set forth in Exhibit A.

EXHIBIT A

16. Mineral Resources

16.1 Management Setting

Context

Locatable minerals are high-value ores and elements such as gold, silver and copper. The extraction of locatable surface and subsurface mineral deposits on public lands is regulated by both the federal and state governments. Salable minerals include sand, gravel, and other aggregate, the extraction of which is regulated by Box Elder County. Information regarding the regulation and management of mineral development is available in this document under Section 17, Mining. Leasable minerals include oil, gas, coal, and other extracted energy sources, description and discussion of which are found in this document in Section 6, Energy Resources.

Findings

Box Elder County has moderate mineral resources, most notable in the western part of the county, including unique building stone quarries and a variety of minerals that are extracted from Great Salt Lake brines.

Brine shrimp are found in the Great Salt Lake and the harvest of which is a multi-million dollar industry. A large portion of the fishing fleet used to harvest shrimp is based out of Promontory Point. Brine shrimp harvests are managed by the Utah Department of Wildlife Resources.

In 2022 the United States Geological Survey released an updated list of critical minerals for those minerals that are necessary for national security and economic prosperity. The updated list includes lithium, antimony, and tungsten. Per the Utah Geological Survey these minerals have notable locations in Box Elder County.

23. Utilities

23.1 Management Setting

Context

Utilities, including reliable transportation of energy and communication services, are important to the people and businesses of Box Elder County. Utility corridors crossing public lands have the potential to adversely impact the natural resources, land uses, and visual quality.

Among the federal land management agencies and utility industry, the definition of a corridor varies. The Western Utility Group defines a corridor as: "A linear strip of land without definite

width, but limited by technological, environmental and topographical factors, and containing one or more utility, communication or transportation facilities. A corridor is a land use designation, identified for the purpose of establishing policy direction as to the preferred location of compatible linear facilities and compatible and conflicting land uses. It does not imply entitlement of use. Appropriate environment review and regulatory permitting must precede occupancy on a project-specific basis.”

Findings

Energy transmission via pipelines and powerlines occurs throughout Box Elder County, though precise counts, quantities, and locations are not available.

Legal Context

Utility corridors on public lands are generally managed during the land and resource planning stages. Forest Plans specifically address transportation and utility corridors.

Applicable Laws

Utility corridors are managed under land use planning procedures specified for the US Forest Service by the National Forest Management Act (16 USC §1600 et seq. [1976]) and for the US Bureau of Land Management by Federal Land Policy and Management Act (43 USC §1701 et seq. [1976]). Both federal land management agencies are subject to the National Environmental Policy Act (42 USC §4321 et seq. [1969]) planning process.

23.2 Desired Future State

Box Elder County supports utility development on public lands while properly mitigating impacts to other resources through coordination with and approval by the county.

Box Elder County desires active and effective participation in the federal land planning process designating corridors that may pass through the county. Box Elder County desires to become involved in the process early and to maintain active participation, and supports cooperative partnership with federal agencies and the utility industry wherever possible.

23.3 Management Objectives and Associated Policies and Guidelines

23.3.1 Management Objective

Lessen resource impacts from utility to corridor development and place new facilities adjacent to existing facilities whenever possible.

Policies and Guidelines

- When possible, manufacturing uses will be located adjacent to population centers in order to
- discourage urban sprawl and reduce the costs of providing utilities and services.[1]
- Encourage regionalization of utilities.
- Coordinate regionally with agencies, private entities, and providers in planning and designing utility corridors.

23.3.2 Management Objective (Utility Corridors)

Maintenance of existing utility corridors and plan for the future development of new utility corridors across federal and state lands to meet projected state and county growth and demand.

Policies and Guidelines

- Encourage utility companies, cooperatives, the Utah Division of Public Utilities and other applicable state and federal agencies to coordinate efforts with the County related to existing and future utility corridors.
- Protect access for utility companies to maintain and improve infrastructure and utility corridors.
- Expedited federal approval processes and policies for the maintenance of utility corridors and new construction projects.
- Support Bureau of Land Management instruction memorandums (e.g. Utah IM-2021-004) that allows utility companies to have additional flexibility to access infrastructure and utility corridors for maintenance purposes and to reduce the risk of wildfire impacts on the utility.
- Maintain and update wildland fire protection plans to reduce the risk of wildfire in utility corridors.
- Partner with other entities to avoid, minimize, and mitigate challenges that utility corridors may present to cultural resources and threatened, endangered, and sensitive species.
- Encourage redundancy and physical separation for utility facilities needed to serve local and regional consumers.
- Work with federal and state agencies to identify utility corridors needed to access and deliver to foreign or domestic markets, all forms of traditional mineral resources, critical minerals, and renewable energy resources.
- Ensure that sufficient utility corridors are available to provide essential utilities to local and regional consumers, including in areas with current or future federal special designations.
- Encourage feasibility studies for different types of utility transmission, distribution, and collection infrastructure.
- Support innovation to make existing and future utility corridor infrastructure more efficient, reliable, safe, climate-resilient, and sustainable.
- The State of Utah is an "any-of-the-above" energy state and Box Elder County supports that approach. Utility corridors must be preserved and developed to transport the complete range of energy resources.
- Federal agencies shall recognize and aid utilities in implementing wildland fire protection plans required of qualified utilities under Title 54-24-201 of the Utah Code.
- Interstate transmission lines should provide access for utilization of energy by citizens of Box Elder County, the state of Utah, or supply significant and continual incentives that benefit the citizens of the county and state.
- Utility corridors are needed in Box Elder County and the state of Utah to maintain affordable, reliable, abundant, and dispatchable energy at all times.
- Box Elder County will support minimizing impacts to prime and unique soils and irrigable acres to the maximum extent possible when new utility corridors are being considered.

- Box Elder County discourages natural gas vent lines (e.g. pig lines) in close proximity to electrical transmission and distribution lines, or other non-compatible operations.
- Every effort should be made to ensure that wildland fires are not caused by utility providers.
- Box Elder County recognizes the economic and educational importance of internet access.

23.3.3 Management Objective (Pipelines & Infrastructure)

In light of Utah's arid environment and the world's changing climate conditions, the need for sufficient and reliable water, energy, and critical resources, the need for storage and related infrastructure is ever increasing. Therefore, to ensure Utah's ongoing drought resilience, energy security, and to provide for current and future needs, Box Elder County supports the state's efforts to build and invest in necessary infrastructure, including additional pipelines, dams, reservoirs, above and below- ground storage facilities, and other feasible infrastructure.

Policies and Guidelines

- Support statewide economic opportunities and resilience for Utah communities through the provision of adequate pipelines and other infrastructure.
- Assist in the development of pipelines and sufficient infrastructure to meet Box Elder County's current and future needs.
- Work with land managers in an attempt to ensure that project continuity issues on public lands do not inhibit project implementation.
- Support feasibility studies to prioritize water storage and pipeline projects and become proactive in order to capitalize on high water flows during flood years.
- Encourage the improvement of techniques and the utilization of aquifer storage and recovery.
- Support efficient and timely delivery of water and energy resources without damaging infrastructure.
- Support innovative and proven technologies to line earthen and concrete canals in order to reduce water loss and increase transportation efficiency.
- Form partnerships with stakeholders and obtain funding from the Bureau of Reclamation to form partnerships that benefit communities.
- Support water conservancy districts in applying for grants to improve water delivery systems.
- There may be a future need to supply hydrogen along major highway arteries. There are several different methods of utilizing hydrogen opportunities that need to be further studied and strategically implemented. Avoid hydrogen production that requires excessive water consumption.
- Strategically support hydroelectric production by using new technology such as in-pipe hydro systems within existing and future pipelines.
- When economically and technically feasible, and in the best interest of local communities and operators, encourage efforts to avoid decommissioning hydroelectric power facilities.

- Encourage the development of infrastructure projects aimed at recharging depleted aquifers.
- Encourage xeriscaping policies, incentive programs, and educational campaigns to reduce water usage and reliance.
- Increase watershed yields through active management of forests and other vegetated areas.
- Support the implementation of the Utah State Water Plan.
- Strategically promote watershed restoration and flood abatements after wildfires to improve soil retention, improve water quality, and reduce downstream impacts caused by flooding, siltation and debris flows.
- Encourage silt traps and other mechanisms to trap silt upstream and keep it from entering water treatment plants and downstream reservoirs that will ultimately need to be dredged when their storage capacity is reduced.
- Support innovation to make existing and future water storage and delivery systems more efficient, reliable, safe and sustainable.
- Support a network for the distribution of natural gas, crude oil, and refined petroleum products to domestic and foreign markets.
- Develop agreements with federal agencies to make it possible to maintain and improve dams, impoundments, and other facilities on federal lands with limited access in a timely and economically feasible manner. It is not economically feasible to transport equipment and supplies by helicopter.
- Encourage the use of Advanced Metering Infrastructure (AMI) to quickly identify water leaks reducing wasted water. The technology also allows remote monitoring and manipulation (valves, flow rates, pressure, etc.) of water conveyance infrastructure.
- Box Elder County supports coordinated efforts across all agencies, governments, tribal nations, and other land ownerships on infrastructure projects to minimize delays.
- Box Elder County encourages and requests federal appropriations for water infrastructure, including pipelines, water storage, and aquifer recharge.
- Box Elder County supports active forest management to increase water yields and water quality.
- Box Elder County supports active forest management to decrease water quality issues from wildfire, flooding, etc., which impacts water storage, water treatment, and water delivery systems.
- Box Elder County encourages water conservation measures, education, and incentives.
- Box Elder County supports the effort to conserve water by creating hydrogen through natural gas, coal, and other sources.
- Box Elder County supports and encourages the maintenance and development of pipelines and infrastructure that improve the state's market share and improve the quality of life for Utahns, provided such can be maintained and developed in a sustainable manner.
- Box Elder County opposes the creation of pipelines and infrastructure to remove water resources from the state of Utah in order to transport it to other states.
- Box Elder County expects pass-through pipelines and associated infrastructure to continually benefit the citizens of Utah and local communities.

- Box Elder County desires unimpeded and timely access to water storage facilities on federal lands to feasibly improve and maintain infrastructure in an effort to address water storage needs.
- Box Elder County supports projects that conserve water by the lining of ditches and canals.
- Box Elder County supports the preservation of existing hydroelectric facilities and construction of new facilities, including in-pipe hydro systems and other innovative technologies, when such is cost-effective for the operator(s).
- Box Elder County supports the construction and operation of pipelines and other infrastructure to enable the production and transportation of mineral resources from federal lands.

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

PASSED, ADOPTED AND A SYNOPSIS ORDERED PUBLISHED this 20th day of July, 2022, by the Board of County Commissioners of Box Elder County, Utah,



Commissioner Hadfield
Commissioner Summers
Commissioner Scott

Voting aye
Voting aye
Voting aye

Jeffrey D. Scott
Jeffrey Scott, Chair
Box Elder County Commission

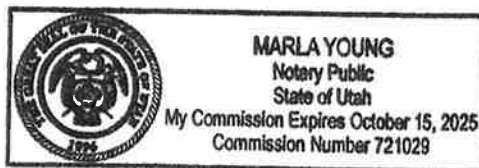
Attest:

Marla Young
Marla Young
Box Elder County Clerk

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

On this 20th day of July, 2022, personally appeared before me, the undersigned notary public, **Jeffrey Scott**, whose identity is personally known to me (or proved on the basis of satisfactory evidence) and who by me duly sworn (or affirm), did say he is the **Commission Chairman for Box Elder County** and said document was signed by him in behalf of said Corporation and acknowledged to me that said Corporation executed the same.

My Commission Expires: Oct 15, 2025



Marla Young
Notary Public

Cooperative Agreement

BETWEEN
BOX ELDER COUNTY
AND
UTAH DEPARTMENT OF NATURAL RESOURCES,
DIVISION OF WILDLIFE RESOURCES

Pursuant to Utah Code §23-22-1, this COOPERATIVE AGREEMENT is made and entered into upon the date of the last signature to this document, between the State of Utah, Department of Natural Resources, Division of Wildlife Resources (UDWR) and Box Elder County for completion of the *Phragmites and Invasive Weed Control FY23 (WRI #5927)* proposed through the Utah Watershed Restoration Initiative (WRI).

The Parties agree as follows:

1. UDWR will:
 - a. Reimburse actual costs incurred up to \$11,000 for the completion of the *Phragmites and Invasive Weed Control FY23 (WRI #5927)*.
 - b. UDWR will assist with entering of project completion reports as needed.
2. Box Elder County will:
 - a. Will control *Phragmites* (common reed) in wetland areas throughout the county.
 - b. Project activities will be completed by June 30, 2023.
 - c. Oversee project work and ensure that project managers submit completion reports in the WRI online database within 3 months of completion of project or by August 31, 2023.

All provisions of Attachment A and Attachment B are incorporated into and become a part of this Cooperative Agreement. If provisions of the Cooperative Agreement conflict, the order of precedence shall be (i) Attachment A; (ii) Cooperative Agreement signature page; and (iii) Attachment B.

SIGNATURES ON FOLLOWING PAGE

ATTACHMENT A – STANDARD TERMS AND CONDITIONS

- 1. INVOICING:** The Parties agree to share records with one another detailing expenditures pursuant to the Cooperative Agreement on a quarterly basis, and to reconcile all accounts no later than June 30 annually. The Cooperative Agreement number shall be listed on all invoices, freight tickets, and correspondence.
- 2. LAWS AND REGULATIONS:** Each Party shall responsible for ensuring their individual compliance with all applicable federal and state constitutions, laws, rules, codes, orders, and regulations, including applicable licensure, certification, and permitting requirements.
- 3. CONFLICT OF INTEREST:** PARTNER represents that none of its officers or employees are officers or employees of UDWR or the State of Utah, unless prior written disclosure has been made to UDWR.
- 4. RECORDS ADMINISTRATION:** PARTNER shall maintain all records necessary to properly account for PARTNER's performance and the payments it receives from UDWR pursuant to this Cooperative Agreement. These records shall be retained by PARTNER for at least six (6) years after final payment, or until all audits initiated within the six (6) years have been completed, whichever is later. PARTNER agrees to allow, at no additional cost, the State of Utah, federal auditors, and UDWR staff, access to all such records.
- 5. TERMINATION:** This Cooperative Agreement may be terminated with cause by UDWR in advance of the specified expiration date by providing prior written notice to PARTNER. PARTNER will be given ten (10) days after written notification to correct and cease the violations, after which this Cooperative Agreement may be terminated for cause immediately. This Cooperative Agreement may also be terminated without cause (for convenience), in advance of the specified expiration date, by either party, upon sixty (60) days written termination notice being given to the other party. UDWR and PARTNER may terminate this Cooperative Agreement, in whole or in part, at any time, by mutual agreement in writing. Upon termination of the Cooperative Agreement, PARTNER shall be compensated for eligible services properly performed up to the effective date of the notice of termination. In no circumstance shall UDWR be responsible for any costs for services unsatisfactorily performed, outside of the scope of the project proposal, performed after the effective date of the notice of termination, or for costs exceeding the reimbursable total identified herein.
- 6. GOVERNING LAW AND VENUE:** This Cooperative Agreement shall be governed by the laws, rules, and regulations of the State of Utah. Any action or proceeding arising from this Cooperative Agreement shall be brought in a court of competent jurisdiction in the State of Utah. Venue shall be in Salt Lake City, in the Third Judicial District Court for Salt Lake County.

7. **DEBARMENT:** PARTNER certifies that it is not presently nor has ever been debarred, suspended, or proposed for debarment by any governmental department or agency, whether international, national, state, or local. PARTNER must notify the UDWR within thirty (30) days if debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in any contract by any governmental entity during the Cooperative Agreement term.
8. **LIABILITY:** Each Party shall be responsible for any claims, losses, suits, actions, damages, and costs of every name and description arising out of their own performance under this Cooperative Agreement. If one or more parties are found negligent, they each shall bear their proportionate share of any allocated fault or responsibility. Nothing herein shall be construed as waiving any immunity, the monetary damage limitations, or any other provision set forth in the Utah Governmental Immunity Act, Utah Code §§ 63G-7-101 through 63G-7-904.

ATTACHMENT B – PROJECT PROPOSAL

[ADD PROJECT PROPOSAL]

Agreed to by:



Box Elder County

7-20-2022

Date

Division of Wildlife Resources/Deputy Director

Date

Division of Wildlife Resources/Financial Manager

Date

State of Utah/Division of Finance

Date