

**MINUTES
BOX ELDER COUNTY COMMISSION
JANUARY 04, 2023**

The Board of County Commissioners of Box Elder County, Utah met in an Administrative / Operational Session at the Historic County Courthouse, 1 South Main Street in Brigham City, Utah at 4:45 p.m. on **January 04, 2023**. The following members were present:

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

The following items were discussed:

1. Agenda
2. Commissioners' Correspondence
3. Staff Reports - Agenda Related
4. Correspondence

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

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

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

The prayer was offered by Commissioner Bingham.

The Pledge of Allegiance was led by Clerk Marla Young.

APPROVAL OF MINUTES

THE MINUTES OF THE REGULAR MEETING OF DECEMBER 21, 2022 WERE APPROVED AS WRITTEN ON A MOTION BY COMMISSIONER PERRY, SECONDED BY COMMISSIONER BINGHAM, AND UNANIMOUSLY CARRIED.

ATTACHMENT NO. 1 - AGENDA

ADMINISTRATIVE REVIEW / REPORTS / FUTURE AGENDA ITEMS - COMMISSION

There were no Administrative Review items discussed.

FORMER AGENDA ITEMS, FOLLOW UP - COMMISSIONERS

Water shares - Commissioner Bingham

Commissioner Bingham stated in a prior Commission meeting the Commissioners talked about leasing or selling the county owned water shares on their own. He stated there are some regulations such as having to file a transfer in order for shares to be leased or sold. He explained the deadline to do so would be tomorrow.

Commissioner Summers explained there are people who are willing to either buy or lease the shares.

Deputy County Attorney Anne Hansen stated in the last meeting they misspoke as shares are considered personal property not real property so the surplus property rules are different. She also said an option would be to have the shares go to the Great Salt Lake. She said with the deadline they should look at what is the best use for the shares next year.

EMERGENCY MANAGEMENT ISSUES

Bus Rollover on I-84 - Kevin Lloyd

Kevin Lloyd, Fire Marshal, explained it has been a challenging two months as they had a mass casualty roll over on I-84. There were 34 people on the bus and 27 were transported to hospitals. He reported that several agencies assisted. He commended the first responders and incident commander. He thanked everyone for their help.

COMMISSIONERS

Commission Chairman Appointment and Commissioner Assignments-Commissioners

Commissioner Summers stated it is necessary to appoint a Chairman for 2023.

MOTION: Commissioner Perry made a motion to appoint Commissioner Summers as the Commission Chairman for 2023. The motion was seconded by Commissioner Bingham and

unanimously carried on a roll call vote of Chairman Summers voting Yea, Commissioner Bingham voting Yea, and Commissioner Perry voting Yea.

Commissioner Perry read the assignments for each Commissioner for 2023.

Commissioner Bingham questioned whether the fairgrounds supervision should be changed as Chairman Summers is a relative of the manager.

The Commissioners discussed that if any personnel issues were to arise there would be more than one Commissioner involved.

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

Reschedule January 18, 2023 Commission Meeting-Commissioners

Chairman Summers explained there is a conflict for the January 18, 2023 Commission meeting. He stated the County Day on the Hill is that day and will involve the Commissioners and other Elected Officials. He recommended the meeting be rescheduled to January 25, 2023.

MOTION: Commissioner Bingham made a motion to reschedule the January 18, 2023 meeting to January 25, 2023. The motion was seconded by Commissioner Perry and unanimously carried on a roll call vote of Chairman Summers voting Yea, Commissioner Bingham voting Yea, and Commissioner Perry voting Yea.

Bear River Mental Health Contract #23-01 for 2023-2033-Commissioners

Chairman Summers explained Contract #23-01 is with Bear River Mental Health. It is a renewal of a prior contract and the only differences are that it has been changed from a five year contract to a ten year contract and an increase to the percentage.

MOTION: Commissioner Perry made a motion to approve Contract #23-01. The motion was seconded by Commissioner Bingham and unanimously carried on a roll call vote of Chairman Summers voting Yea, Commissioner Bingham voting Yea, and Commissioner Perry voting Yea.

ATTACHMENT NO. 2 - Contract #23-01

SHERIFF'S OFFICE

Approve Changes to the Box Elder Communications Advisory Board. Tremonton City Police Chief Dustin Cordova and Brigham City Fire Chief Brandon Thueson-Kevin Potter

Sheriff Kevin Potter explained they need to appoint representatives for the Box Elder Communications Advisory Board. He recommended Dustin Cordova, Tremonton City Police Chief, and Brandon Thueson, Brigham City Fire Chief, be appointed to the advisory board.

MOTION: Commissioner Bingham made a motion to appoint Dustin Cordova and Brandon Thueson to the Box Elder Communications Advisory Board. The motion was seconded by Commissioner Perry and unanimously carried on a roll call vote of Chairman Summers voting Yea, Commissioner Bingham voting Yea, and Commissioner Perry voting Yea.

WARRANT REGISTER - COMMISSIONERS

The Warrant Register was signed and the following claims were approved: Claim numbers 119621 through 119635 in the amount of \$635,298.33, with voided claim #119510.

PERSONNEL ACTIONS / VOLUNTEER ACTION FORMS - COMMISSIONERS

Employee Name:	Department:	PA Type:	Effective Date:
BINGHAM, BOYD	COMMISSION	NEW HIRE	01/01/2023
PERRY, LEE	COMMISSION	NEW HIRE	01/01/2023
NEEDHAM, MORGAN	SHERIFF'S OFFICE	NEW HIRE	12/29/2022
NEEDHAM, MORGAN	SHERIFF'S OFFICE	UNIFORM ALLOWANCE	12/29/2022
MILLETT, MARK	EMERGENCY MANAGEMENT	UNIFORM ALLOWANCE	01/01/2023
GABRIEL, TYLER	SHERIFF'S OFFICE	COMPENSATION CHANGE	12/25/2022

Closed Session

Strategy session to discuss the character, professional competence, or physical or mental health of an individual.

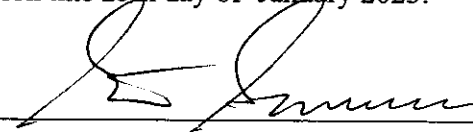
MOTION: At 5:28 p.m. a motion was made by Commissioner Perry to move into a closed session. The motion was seconded by Commissioner Bingham and unanimously carried.

MOTION: At 5:50 a motion was made by Commissioner Bingham to reconvene into regular commission meeting. Commissioner Perry seconded the motion. The motion was carried unanimously and regular Commission meeting was reconvened.

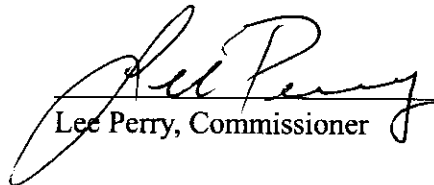
ADJOURNMENT

A motion was made by Commissioner Perry to adjourn. Commissioner Bingham seconded the motion, and the meeting adjourned at 5:51p.m.

ADOPTED AND APPROVED in regular session this 25th day of January 2023.



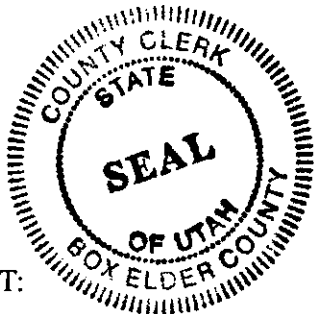
Stan Summers, Chairman



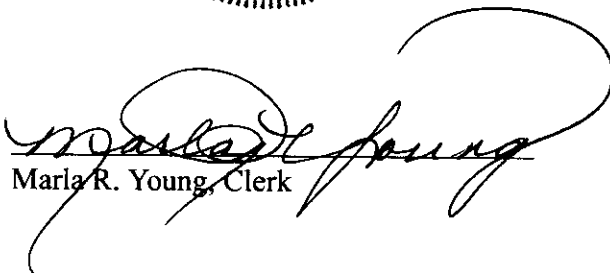
Lee Perry, Commissioner



Boyd Bingham, Commissioner



ATTEST:



Marla R. Young, Clerk



COUNTY COMMISSION MEETING
Commission Chambers, 01 South Main Street, Brigham City, Utah 84302
Wednesday, January 04, 2023 at 5:00 PM

AGENDA

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

1. ADMINISTRATIVE / OPERATIONAL SESSION

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

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

- A. Invocation Given by: Commissioner Bingham
- B. Pledge of Allegiance Given by: Clerk Marla Young
- C. Approve Minutes December 21, 2022

3. ADMINISTRATIVE REVIEW / REPORTS / FUTURE AGENDA ITEMS

4. FORMER AGENDA ITEMS

5. EMERGENCY MANAGEMENT ISSUES

6. COMMISSIONERS

- A. 5:08 Commission Chairman Appointment and Commissioner Assignments-Commissioners
- B. 5:13 Reschedule January 18, 2023 Commission Meeting-Commissioners
- C. 5:16 Bear River Mental Health Contract #23-01 for 2023-2028-Commissioners

7. SHERIFF'S OFFICE

- A. 5:20 Approve Changes to the Box Elder Communications Advisory Board. Tremonton City Police Chief Dustin Cordova and Brigham City Fire Chief Brandon Thueson-Kevin Potter

8. WARRANT REGISTER

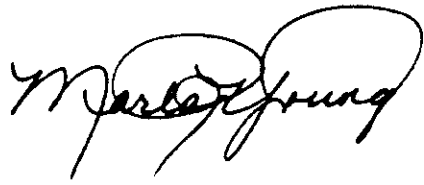
9. PERSONNEL ACTIONS / VOLUNTEER ACTION FORMS / CELL PHONE ALLOWANCE

10. CLOSED SESSION

11. ADJOURNMENT

Prepared and posted this 30th day of December, 2022. Mailed to the Box Elder News Journal and the Leader on the 30th of December, 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 5:00 p.m.

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

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 FOR MENTAL HEALTH SERVICES

This Contract is made and entered into by and between **BOX ELDER COUNTY**, a body politic, which shall be called the "**COUNTY**" in this Contract and **BEAR RIVER MENTAL HEALTH SERVICES, INC.**, a Utah non-profit corporation, which shall be called the "**CENTER**" in this Contract.

This Contract is made and entered into by and between the parties based upon the following representations and recitals:

- A. The **COUNTY** has a commitment to provide comprehensive community mental health services to its citizens as required by law; by the policies, standards, and regulations established by the Office of Substance Use and Mental Health; and by the provisions of funding contracts between the **COUNTY** and the Office of Substance Use and Mental Health and other funding agencies.
- B. The **CENTER** is able to provide comprehensive community mental health services for and on behalf of the **COUNTY**.
- C. The **COUNTY** has joined with Cache County and Rich County to create a joint administrative agency known as the "District 1 Mental Health Authority." The purpose of the Authority is to assist each of the participating counties in qualifying for, obtaining, administering, and implementing funds from state and federal sources for the provision of mental health services.
- D. The **COUNTY** has determined, in accordance with the Box Elder County Fiscal Procedures Ordinance and the Utah Procurement Code, that there is only one source for the required comprehensive mental health services. That source is the **CENTER**.

NOW THEREFORE, in consideration of the mutual terms and conditions contained herein, the parties hereto do hereby agree as follows:

1. **CENTER Services**

The **CENTER** shall:

A. Provide or arrange for comprehensive mental health services for the citizens of Box Elder County as mandated by state law and specified in current state and other applicable policy, bulletins, rules, regulations, and contracts as funding allows.

Assist the **COUNTY** in the preparation and submission to the Office of Substance Use and Mental Health the Area Plan for Mental Health service delivery. The **CENTER** shall plan for services described in the annual Area Plan. These services will include the following as defined in Utah Code and described in the Area Plan:

- (1) Inpatient Care
- (2) Residential Care
- (3) Outpatient
- (4) 24-hour Crisis Care
- (5) Psychotropic Medication Management.
- (6) Psychosocial Rehabilitation
- (7) Case Management
- (8) Community Support
- (9) Consultation and Education
- (10) Forensic Services

B. Establish and maintain, either directly or by contract, programs licensed under Title 62A, Chapter 2, Utah Code Annotated, 1953 as amended.

C. Provide or arrange for civil commitment examinations as well as provide for appropriate compensation of designated examiners.

D. Develop and implement the terms of any funding contracts between the **COUNTY** or the District 1 Mental Health Authority and the Office of Substance Use and Mental Health or Utah Department of Health & Human Services.

2. **Examination and Audit of Records**

- A. The **CENTER** shall allow the **COUNTY**, through the **COUNTY** Auditor or other agent, to examine and audit the financial records of the **CENTER** as may be requested from time to time by either the **COUNTY** or the District 1 Mental Health Authority.
- B. Each member of the Local Mental Health Authority shall annually certify that he has received and reviewed the independent audit and has participated in a formal interview with the provider's executive officers.

3. **Compensation or Reimbursement**

- A. The **COUNTY** will pay compensation or reimburse the **CENTER** for services provided as described in and contemplated by Paragraph 1 above as follows:
- (1) \$147,400. for services provided by the **CENTER** as described in Subparagraph A.

4. **Term**

The term of this Contract shall be for ten years from January 1, 2023 through December 31, 2033. The amount for each subsequent year of this Contract will be determined annually by an addendum to this Contract.

5. **Public Funds**

- A. "Public funds" means federal monies received from the Utah Department of Health & Human Services, and state monies appropriated by the Legislature to the Utah Department of Health & Human Services, a county governing body, or a local mental health authority for the purposes of providing mental health programs or services. "Public funds" includes those federal and state monies that have been transferred by this Mental Health Authority to the **CENTER** under this Contract to

provide comprehensive mental health programs or services for this Mental Health Authority. Those monies maintain the nature of “public funds” while in the possession of the **CENTER** to provide comprehensive mental health programs or services for this Mental Health Authority.

B. The Contract requires that the **CENTER** utilize public funds in accordance with federal and state law, the rules and policies of the Utah Department of Health & Human Services, and the provisions of the Contract between the Local Mental Health Authority and the Utah Department of Health & Human Services. The Contract provider assures that:

- (1) None of its employees will violate any federal or state criminal law relative to use or misuse of public funds;
- (2) Knowingly violate any rule or policy of the Utah Department of Health & Human Services or any provision of Contract between the Local Mental Health Authority and the Utah Department of Health & Human Services.
- (3) Knowingly keep any false account or make any false entry or erasure in any account of or relating to any public funds.
- (4) Fraudulently alter, falsify, conceal, destroy, or obliterate any account of or relating to public funds.
- (5) Fail to insure competent oversight for lawful disbursement of public funds.
- (6) Appropriate public funds for an unlawful use or for use that is not in compliance with Contract provisions; or
- (7) Knowingly or intentionally use public funds unlawfully or in violation of a governmental contract provision or in violation of state policy.

Nothing in this Section limits or prohibits the **CENTER** as exempt under Section 501(c)

(3) Internal Revenue Code from using public funds for any business purpose or in any financial arrangement that is otherwise lawful for the **CENTER**.

6. **Reports**

The **CENTER** shall provide such periodic or other reports as the **COUNTY** may from time-to-time request regarding the provision of services, the mental health funding and Area Plan, and any other relevant matters.

7. **Indemnification**

The **CENTER** agrees to defend, hold harmless and indemnify Box Elder County, its officers, and employees from and against any losses, damages, injuries, liabilities, suits, claims and proceedings arising out of the performance of this Contract or which are caused in whole or in part by the subcontractor's acts, failure to act, or negligence of the subcontractor's officers, agents, volunteers or employees except where the claim arises out of the sole negligence of Box Elder County. The **CENTER** agrees to include Box Elder County, its officials, officers, and employees as additional insured on insurance policies as approved by Box Elder County.

8. **Amendments**

This Contract may be amended from time to time by the parties upon their mutual consent; provided, however, that such amendments shall be written from and executed by both parties.


8. **Default**

This Contract and the obligations specified herein shall be terminated upon the default of either party to this contract providing that the default is not corrected within one hundred eighty (180) days of written notice of such default.

IN WITNESS WHEREOF, the parties have executed this Contract in duplicate, each of which will be deemed an original, on the ⁰⁴~~25~~th day of January, 2023

BOX ELDER COUNTY

**BEAR RIVER MENTAL HEALTH
SERVICES, INC.**


~~Jeff Scott, County Executive~~
Box Elder County

Beth Smith
President/CEO

ATTEST


Marla Young, Box Elder
County Clerk

