

**MINUTES
BOX ELDER COUNTY COMMISSION
FEBRUARY 12, 2025**

The Board of County Commissioners of Box Elder County, Utah met in an Administrative/Operational Session at the County Courthouse, 01 South Main Street in Brigham City, Utah at 4:45 p.m. on **February 12, 2025**. The following members were present:

Boyd Binham	Chairman
Lee Perry	Commissioner
Tyler Vincent	Commissioner
Tammy Gibson	Deputy Clerk

Excused: Marla R. Young, Clerk

The following items were discussed:

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

The Administrative/Operational Session adjourned at 4:49 p.m.

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

Boyd Bingham	Chairman
Lee Perry	Commissioner
Tyler Vincent	Commissioner
Tammy Gibson	Deputy Clerk

Excused: Marla Young, County Clerk

The prayer was offered by Commissioner Vincent.

The Pledge of Allegiance was led by Community Development Director Scott Lyons.

APPROVAL OF MINUTES

THE MINUTES OF THE REGULAR MEETING OF JANUARY 22, 2025 WERE APPROVED AS WRITTEN ON A MOTION BY COMMISSIONER PERRY, SECONDED BY COMMISSIONER VINCENT AND UNANIMOUSLY CARRIED.

ATTACHMENT NO. 1 - AGENDA

ADMINISTRATIVE REVIEW/REPORTS/FUTURE AGENDA ITEMS – COMMISSION

No administrative review items were discussed.

FORMER AGENDA ITEMS FOLLOW-UP – COMMISSIONERS

No former agenda items were discussed.

EMERGENCY MANAGEMENT ISSUES

No emergency management items were discussed.

ARPA/LATCF

No ARPA or LATCF items were discussed.

CLERK'S OFFICE

Resolution #25-03 Removal of Property from Agriculture Protection Area-Tammy Gibson

A request was made to have parcel #03-081-0033 removed from an existing agricultural protection area located in the Brigham City area of Box Elder County.

MOTION: Commissioner Vincent made a motion to approve Resolution #25-03 for the removal of property from an Agricultural Protection area. The motion was seconded by Commissioner Perry and unanimously carried on a roll call vote of Chairman Bingham voting Yea, Commissioner Perry voting Yea, and Commissioner Vincent voting Yea.

ATTACHMENT NO. 2 Resolution #25-03

COMMISSIONERS

Former Bear River Water Conservancy District Board Member Recognition-Commissioners

Chairman Bingham explained that he would like to recognize Mark Larson and Richard Day for their service on the Bear River Water Conservation District Board. Awards were presented by

Chance Baxter, Bear River Water Conservancy District General Manager, and the Commissioners.

Fee Waiver for Fairgrounds Building for Conservation District Outreach for Farmers-Jace Farnsworth

Chairman Bingham explained that Jace Farnsworth was present at the last Commission meeting, but we did not have the waiver on the agenda. He requested to have the fees waived for the use of the fairgrounds for the Conservation District Outreach Event.

Commissioner Perry stated that the Fairgrounds Director is also in support of the fee waiver.

MOTION: Commissioner Perry made a motion to approve the fairground fee waiver for the Conservation District Outreach Event for farmers. The motion was seconded by Commissioner Vincent and unanimously carried on a roll call vote of Chairman Bingham voting Yea, Commissioner Perry voting Yea, and Commissioner Vincent voting Yea.

Resolution #25-02 Certifying the Approval of the Interlocal Agreement Between Box Elder County, Bear River Health Department, Cache County, and Rich County, Creating a Multicounty United Local Health Department-Stephen Hadfield

County Attorney Stephen Hadfield explained Resolution #25-02 is a formal resolution adopting the restructure of the Bear River Health Department. The actual contract was approved in the last meeting and this is the formal resolution approving it.

MOTION: Commissioner Perry made a motion to approve Resolution #25-02 certifying the approval of the Interlocal agreement with Box Elder County, Bear River Health Department, Cache County, and Rich County creating a Multi County United Health Department. The motion was seconded by Commissioner Vincent and unanimously carried on a roll call vote of Chairman Bingham voting Yea, Commissioner Perry voting Yea, and Commissioner Vincent voting Yea.

ATTACHMENT NO. 3 Resolution #25-02

Public Hearing on West Corinne Agricultural Protection Area Proposal -Commissioners

Chairman Bingham opened the West Corinne Agricultural Protection Area Public Hearing.

Maurice Carter of West Corinne explained how his home, as well as nine other homes, pre-existed these proposed agricultural protection areas. He is concerned what the effects will be on his property and feels that the agricultural protection areas are a one sided agreement. If approved, it will bring his property value down. Mitch Hancock has been very respectful of his home, but he has watched this property change ownership three times. He would like to see verbiage on the agricultural protection area be more equivalent for surrounding property owners.

Dennis Patterson of West Corinne explained that his property is adjacent to the Harper Dairy and shares a common boundary. His family started farming in 1971 and the things that Maurice Carter is afraid of happening are happening to them. He went on to express his love of agriculture, but feels like the property has become a toilet for 7,000 cows. He also feels like the operation is inappropriate for RR-20 zoning. He described ways that he feels the operation is in violation of zoning regulations. He described how he is concerned about the number of feed trucks creating a public safety hazard.

Iris Mabry of West Corinne explained she is concerned about so many trucks speeding on 6400 West. It caused a plume of dust and she ended up in intensive care. She is also concerned that the trucks come so close to her property and fling asphalt into her yard. She feels they don't care about kids who live on the road. She explained that her grandchildren can no longer participate in 4-H because they can not walk the sheep down the road because it is so busy. She expressed that she would love to see more restrictions on the road.

Lisa Marble of West Corinne explained that she is a neighbor to the agriculture protection area. She stated that a lot of the comments are true, but have no bearing on the agricultural protection area. She further explained the agricultural protection area protects the land in the farming community. She is concerned about trucks, but does not believe that it has any bearing on the agricultural protection area. She stated that she supports the agricultural protection area.

Hannah Freeze, Box Elder County resident stated that she speaks in favor of the agricultural protection area. She explained that Box Elder County is one of the largest agriculture areas in the state. Everyday they are losing more and more farms that are sold to developers turning them into subdivisions. She would like to support the farmers and protect the land.

Curtis Marble of West Corinne stated that he operates CL Marble Farms and is in favor of the proposal. He said he only regrets not doing it with them. There are things done in the view of agriculture that are offensive to some. He wants whoever takes over his farm to be able to continue to farm the land.

MOTION: Commissioner Vincent made a motion to close the public hearing on the West Corinne Agricultural Protection Area. The motion was seconded by Commissioner Perry and the hearing was closed.

ATTACHMENT NO. 4 Public Hearing Attendance Sheet

COMMUNITY DEVELOPMENT

Public Hearing for Disposal of Surplus Property #03-082-0067-Scott Lyons

Chairman Bingham opened the public Hearing.

Community Development Director Scott Lyons explained that the property is located on the north end of Brigham City at approximately 10000 North and 450 West. The property is small, having .05 acres. The county received it by tax deed in 2014. The adjacent owner approached the County Commission to purchase it, which then began the surplus property procedure. The Planning Commission found that it has no effect on the County General Plan. This is the next step in the process. Following the public hearing, the Commission can enact the sale by deed.

There was no public comment.

MOTION: Commissioner Perry made a motion to close the public hearing for Surplus property #03-082-0067. The motion was seconded by Commissioner Vincent and the hearing was closed.

Sale of Surplus Property #03-082-0067-Scott Lyons

MOTION: Commissioner Perry made a motion to approve the sale of the surplus property on parcel #03-082-0067 for \$1,750.00. The motion was seconded by Commissioner Vincent and unanimously carried on a roll call vote of Chairman Bingham voting Yea, Commissioner Perry voting Yea, and Commissioner Vincent voting Yea.

SHERIFF'S OFFICE

Box Elder County Jail Policies and Procedures Contract #25-11-Kevin Potter

Sheriff Kevin Potter and Jail Commander Riley Riser explained how they have been working with the Utah Sheriff's Association to create standards for the jail. They explained it would be beneficial to have legal expert Gary Deland to write the policies. Contract #25-11 is a contract with Gary Deland for 5 years and \$10,000 dollars per year.

MOTION: Commissioner Vincent made a motion to approve the Jail Policies and Procedures Contract #25-11. The motion was seconded by Commissioner Perry and unanimously carried on a roll call vote of Chairman Bingham voting Yea, Commissioner Perry voting Yea, and Commissioner Vincent voting Yea.

ATTACHMENT NO. 5-Contract #25-11

TREASURER'S OFFICE

Set up Payment Plan for Delinquent Tax on Parcel Number 03-097-0004-Tanner Bessinger

Tanner Bessinger explained that his grandparents were put into an assisted living facility in 2020. He took over managing their finances. Unfortunately their property taxes were overlooked and have not been paid in quite some time. They were recently notified that the property tax had not been paid and the property would be in danger of going to tax sale. He explained that the grandparents rely on social security and they have devised a plan to make monthly payments of \$200.00 to pay down the debt. They would like to ensure the home stays within the family.

County Treasurer Shaun Thornley explained they don't generally enter into payment plans. He stated that the \$200.00 would barely be enough to pay the current taxes per month on the property. The outstanding balance is \$11,499.00. He explained that the property does not qualify for the circuit breaker abatement or the tax deferral programs.

Commissioner Perry recommended they work with the Attorney's Office to come up with a solution to protect the county if the grandparents were to pass away or the home gets sold.

Commissioner Vincent recommended looking into financials to try and lower total debt.

Commissioner Perry directed staff to place a hold on the interest until the next meeting while a solution is being worked on.

MOTION: Commissioner Perry made a motion to table this item until the next meeting and hold interest until the next meeting. The motion was seconded by Commissioner Vincent and the item was tabled.

HUMAN RESOURCES

Early H.S.A. Agreements-Jenica Stander

Human Resource Director Jenica Stander explained they received a request from an employee to receive the second half of the H.S.A. payment early. She stated that if the employee leaves employment before the time, they will be required to pay the H.S.A. early payment amount back.

MOTION: Commissioner Vincent made a motion to approve the early H.S.A. agreement. The motion was seconded by Commissioner Perry and unanimously carried on a roll call vote of Chairman Bingham voting Yea, Commissioner Perry voting Yea, and Commissioner Vincent voting Yea.

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

Chairman Bingham reviewed the guidelines for the public comment period.

Deana Hardy from Brigham City recently stated that the media often labels our system of government as a democracy, which she described as "mob rule." While it's true that we elect our representatives through democratic means, she emphasized that our system is actually a republic. She referenced several historical quotes to illustrate the dangers of democracy, arguing that majority rule can ultimately lead to a path toward Communism. She raised concerns about local government power, questioning whether city or county governments should have the ability to create a general plan that could impact property values. She believes that property values should be determined by the owner and the buyer, not through government intervention. She stated that the Box Elder Committee of Liberty urges the Commissioners to remember their oath of office and uphold the principles of a republic.

WARRANT REGISTER – COMMISSIONERS

The Warrant Register was signed and the following claims were approved: Claim numbers 125775 through 125831 in the amount of \$553,052.82 and 125832 through 125881 in the amount of \$267,884.97 and claim numbers 125882 through 125916 in the amount of \$2,102.00 with voided claim numbers 119516, 124048, 125761.

PERSONNEL ACTIONS/VOLUNTEER ACTION FORMS – COMMISSIONERS

Employee Name:	Department:	Change:	Effective Date:
SHERIDAN, KENNETH	SHERIFF'S DEPARTMENT	SEPARATION	1/31/2025
BROWN, NATALIE	BUILDINGS/GROUNDS	SEPARATION	1/17/2025
SCHABER, DAVID	ROAD DEPARTMENT	CORRECTION	12/15/2024
JOHNSON, BRADLEY	FIRE	VOLUNTEER	2/12/2025
BARROW, ROBERT	FIRE	VOLUNTEER	2/12/2025
GIBBS, VAL	FIRE	VOLUNTEER	2/12/2025
GRUNDIG, AARON	FIRE	VOLUNTEER	2/12/2025
TREE, NICOLAS	FIRE	VOLUNTEER	2/12/2025
TREE, CYNTHIA	FIRE	VOLUNTEER	2/12/2025
GIBBS, MELISSA	FIRE	VOLUNTEER	2/12/2025
JOHN, MICHAEL	FIRE	VOLUNTEER	2/12/2025
HUGGINS, MARIAH	FIRE	VOLUNTEER	2/12/2025
STOCKS, MINDY	FIRE	VOLUNTEER	2/12/2025
STOCKS, JUSTIN	FIRE	VOLUNTEER	2/12/2025
BREITENBUECHER, TRICA	FIRE	VOLUNTEER	2/12/2025
BREITENBUECHER, MONTY	FIRE	VOLUNTEER	2/12/2025
HOSKINS, ELSHA	FIRE	VOLUNTEER	2/12/2025
SMITH, CHISHOLM	FIRE	VOLUNTEER	2/12/2025
SHAFFER, KRISTI	FIRE	VOLUNTEER	2/12/2025
TOONE, CARSON	FIRE	VOLUNTEER	2/12/2025
ANDERSON, RYAN	FIRE	VOLUNTEER	2/12/2025
RICHEY, JOSEPH	FIRE	VOLUNTEER	2/12/2025
NORMAN, CLINT	FIRE	VOLUNTEER	2/12/2025
BRAMMER, CASSIDY	FIRE	VOLUNTEER	2/12/2025
STARR, BRIAN	FIRE	VOLUNTEER	2/12/2025
GIBSON, KELLY	SHERIFF'S OFFICE	VOLUNTEER	2/12/2025
HOLMGREN, RYKER	SHERIFF'S OFFICE	VOLUNTEER	2/12/2025
MILLER, MIKE	SHERIFF'S OFFICE	VOLUNTEER	2/12/2025
PARSONS, RANDY	SHERIFF'S OFFICE	VOLUNTEER	2/12/2025
HALES, STEVE	SHERIFF'S OFFICE	VOLUNTEER	2/12/2025
SANCHES, TAGGER	SHERIFF'S OFFICE	VOLUNTEER	2/12/2025
RICHARDS, AMY	SHERIFF'S OFFICE	VOLUNTEER	2/12/2025
MAY, SCOTT	SHERIFF'S OFFICE	VOLUNTEER	2/12/2025
HEATON, BRAD	SHERIFF'S OFFICE	VOLUNTEER	2/12/2025
SERDAR, JAKE	SHERIFF'S OFFICE	VOLUNTEER	2/12/2025

PECK, PHILLIP	SHERIFF'S OFFICE	VOLUNTEER	2/12/2025
ESTEP, JERRY	SHERIFF'S OFFICE	VOLUNTEER	2/12/2025
LEAVELL, BEN	SHERIFF'S OFFICE	VOLUNTEER	2/12/2025
GREEN, MEREDITH	SHERIFF'S OFFICE	VOLUNTEER	2/12/2025
CLEM, TYLER	SHERIFF'S OFFICE	VOLUNTEER	2/12/2025
CHRISTENSEN, NATE	SHERIFF'S OFFICE	VOLUNTEER	2/12/2025
SHOELL, MICHAEL	SHERIFF'S OFFICE	VOLUNTEER	2/12/2025
SMITH, DARRIN	SHERIFF'S OFFICE	VOLUNTEER	2/12/2025
CHRISTENSEN, TYLER	SHERIFF'S OFFICE	VOLUNTEER	2/12/2025
PHILLIPS, DANIEL	SHERIFF'S OFFICE	VOLUNTEER	2/12/2025
HENRY, NICOLE	SHERIFF'S OFFICE	VOLUNTEER	2/12/2025
THOMPSON, COLBY	SHERIFF'S OFFICE	VOLUNTEER	2/12/2025
STANLEY, TRAVIS	SHERIFF'S OFFICE	VOLUNTEER	2/12/2025
JACKSON, TAYLOR	SHERIFF'S OFFICE	VOLUNTEER	2/12/2025
YATES, DUSTIN	SHERIFF'S OFFICE	VOLUNTEER	2/12/2025
JACKSON, GRAYSON	SHERIFF'S OFFICE	VOLUNTEER	2/12/2025
STUEFEN, TONY	SHERIFF'S OFFICE	VOLUNTEER	2/12/2025
HORTIN, JEFF	SHERIFF'S OFFICE	VOLUNTEER	2/12/2025
CHRISTENSEN, ALAN	SHERIFF'S OFFICE	VOLUNTEER	2/12/2025
GUYMON, ROBERT	SHERIFF'S OFFICE	VOLUNTEER	2/12/2025
LAMBORN, RYAN	SHERIFF'S OFFICE	VOLUNTEER	2/12/2025
GIBBONS, ALEXIS	FIRE MARSHAL	SEPARATION	2/7/2025
BASS, JANET	EMERGENGY MGMT	VOLUNTEER	2/12/2025
MILLETT, JOSHUA	EMERGENCY MGMT	VOLUNTEER	2/12/2025
BUCHANAN, JAMES	EMERGENCY MGMT	VOLUNTEER	2/12/2025
IVERSON, JOSHUA	SHERIFF'S OFFICE	COMPENSATION CHANGE	1/31/2025
REYNOZA, EDWIN	SHERIFF'S OFFICE	COMPENSATION CHANGE	1/31/2025
EVANS, ALEXANDER	SHERIFF'S OFFICE	COMPENSATION CHANGE	1/31/2025
HOPKINS, ANDREW	SHERIFF'S OFFICE	COMPENSATION CHANGE	1/31/2025
GUTIERREZ, DAMIEN	SHERIFF'S OFFICE	COMPENSATION CHANGE	1/31/2025
CHIPP, JAMES	SHERIFF'S OFFICE	COMPENSATION CHANGE	1/31/2025
BOWEN, DAVID	SHERIFF'S OFFICE	COMPENSATION CHANGE	1/31/2025
STODDARD, ZACHARY	SHERIFF'S OFFICE	COMPENSATION CHANGE	1/31/2025
PEREZ, RIBAY	SHERIFF'S OFFICE	COMPENSATION CHANGE	1/31/2025
VALDEZ, AGUSTIN	SHERIFF'S OFFICE	COMPENSATION CHANGE	1/31/2025
SILVA, OSCAR	SHERIFF'S OFFICE	COMPENSATION CHANGE	1/31/2025
LINDSTROM, BRIAN	SHERIFF'S OFFICE	COMPENSATION CHANGE	1/31/2025
PRICE, TYONA	FIRE	VOLUNTEER	2/12/2025
PRICE, TRAVIS	FIRE	VOLUNTEER	2/12/2025
DAMMER, TERRANCE	FIRE	VOLUNTEER	2/12/2025
CANNON, TAYLOR	FIRE	VOLUNTEER	2/12/2025
CUTLER, SHANE	FIRE	VOLUNTEER	2/12/2025
GARDNER, RYAN	FIRE	VOLUNTEER	2/12/2025

CLOSED SESSION

Strategy session to discuss pending or reasonably imminent litigation and the discussion of the character, professional competence, or physical or mental health of an individual.

MOTION: At 5:57 a motion was made by Commissioner Perry to move into a closed session. The motion was seconded by Commissioner Vincent and unanimously carried.

MOTION: At 6:04 p.m. a motion was made by Commissioner Vincent to reconvene into regular commission meeting. Commissioner Perry seconded the motion. The motion carried unanimously and regular commission meeting was reconvened.

ADJOURNMENT

A motion was made by Commissioner Perry to adjourn. Commissioner Vincent seconded the motion, and the meeting adjourned at 6:05 p.m.

ADOPTED AND APPROVED in regular session this 26th day of February 2025.





Boyd Bingham, Chairman

Lee Perry, Commissioner



Tyler Vincent, Commissioner

ATTEST: 

Marla Young, Clerk



COUNTY COMMISSION MEETING
Commission Chambers, 01 South Main Street, Brigham City, Utah 84302
Wednesday, February 12, 2025 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 February 12, 2025 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 Vincent.
- B. Pledge of Allegiance Given by: Community Development Director Scott Lyons.
- C. Approve Minutes from January 22, 2025.

3. ADMINISTRATIVE REVIEW / REPORTS / FUTURE AGENDA ITEMS

4. FORMER AGENDA ITEMS

5. EMERGENCY MANAGEMENT ISSUES

6. ARPA/LATCF

7. PUBLIC INTERESTS / PRESENTATIONS / CONCERNS

8. CLERK'S OFFICE

- A. 5:08 Resolution #25-03 Removal of Property from Agriculture Protection Area-Tammy Gibson

9. COMMISSIONERS

- A. 5:10 Former Bear River Water Conservancy District Board Member Recognition-Commissioners
- B. 5:15 Fee Waiver for Fairgrounds Building for Conservation District Outreach for Farmers-Jace Farnsworth
- C. 5:17 Resolution #25-02 Certifying the Approval of the Interlocal Agreement Between Box Elder County, Bear River Health Department, Cache County, and Rich County, Creating a Multicounty United Local Health Department-Stephen Hadfield
- D. 5:20 Public Hearing on West Corinne Agricultural Protection Area Proposal -Commissioners

10. COMMUNITY DEVELOPMENT

- A. 5:30 Public Hearing for Disposal of Surplus Property #03-082-0067-Scott Lyons

B. 5:40 Sale of Surplus Property #03-082-0067-Scott Lyons

11. SHERIFF'S OFFICE

A. 5:42 Box Elder County Jail Policies and Procedures Contract #25-11-Kevin Potter

12. TREASURER'S OFFICE

A. 5:44 Set up Payment Plan for Delinquent Tax on Parcel Number 03-097-0004-Tanner Bessinger

13. HUMAN RESOURCES

A. 5:50 Early H.S.A. Agreements-Jenica Stander

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

A. Those wishing to make a public comment shall sign the comment roll and will be responsible for following the rules outlined in the County Commission Rules and Procedures.

B. Speakers will have one, three (3) minute opportunity to speak regardless of the number of items they wish to address.

C. Speakers shall address their comments to the County Commission only. This is a time to be heard, there will not be a back and forth dialogue with the Commissioners.

D. Speakers may file copies of their remarks or supporting information with the County Clerk. The County Clerk will make the information available to the County Commission.

15. WARRANT REGISTER

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

17. CLOSED SESSION

18. ADJOURNMENT

Prepared and posted this 7th day of February, 2025. Mailed to the Box Elder News Journal and the Leader on the 7th day of February, 2025. 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.



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.



RESOLUTION NO. 25-03

A RESOLUTION OF THE BOX ELDER COUNTY COMMISSION GRANTING THE PETITION OF ARLENE WILSON FOR REMOVAL OF LAND FROM THAT CERTAIN AGRICULTURAL PROTECTION AREA CREATED ON MARCH 9, 2004 AND RECORDED IN THE OFFICE OF THE BOX ELDER COUNTY RECORDER AS ENTRY NO. 197708 IN BOOK 884 AT PAGE 1185.

WHEREAS, a “Petition for Removal from Agricultural Protection Area,” dated February 03, 2025 was filed with the Box Elder County Commission by Arlene Wilson, for the purpose of removing land which it owns from an existing Agricultural Protection Area; and

WHEREAS, said petition was reviewed, with the ownership of the land having been verified as belonging to the petitioner, and the legal description of the land having been verified as being located within the boundaries of the Agricultural Protection Area; and

WHEREAS, pursuant to the provisions of Utah Code §17-41-306(2)(b)(i)(A)(I), which provides that upon the filing of a petition for removal by any owner of land within an agricultural protection area the County Commission “shall grant the petition for removal of land from an agricultural protection area”; and

WHEREAS, pursuant to the provisions of Utah Code §17-41-306(2)(b)(i)(A)(II), the County Commission is required to file a legal description of the revised boundaries of the Agricultural Protection Area (as adjusted for the removal of land which petitioner has requested to be removed) with the Box Elder County Recorder and the Box Elder County Planning Commission;

NOW THEREFORE BE IT RESOLVED by the Box Elder County Commission, acting as the legislative body of Box Elder County, State of Utah, with 3 members present and 3 members voting in favor, as follows:

SECTION 1: Removal of Land from Agricultural Protection Area. The parcel of real property described in Exhibit “A” is removed from the Agricultural Protection Area created on March 9, 2004 and recorded in the Office of the Box Elder County Recorder as Entry No. 197708 in Book 884 at Page 1185.

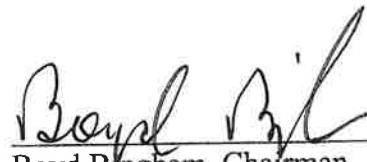
SECTION 2: Revised Boundary of Agricultural Protection Area to be Recorded. The revised boundary of the Agricultural Protection Area created on March 9, 2004 and recorded in the Office of the Box Elder County Recorder as Entry No 197708 in Book 884 at Page 1185

is set forth in Exhibit "B" and shall be recorded in the Office of the Box Elder County Recorder as well as the Box Elder County Planning Commission as the revised boundary of this Agricultural Protection Area.

SECTION 3: Effective Date. This resolution shall become effective fifteen (15) days after its adoption.

ADOPTED, APPROVED and ORDERED by majority vote at a duly called meeting of the Box Elder County Commission 12th day of February, 2025.

BOX ELDER COUNTY, UTAH


Boyd Bingham, Chairman
Box Elder County Commission

ATTEST:


Marla Young, Tammy Gibson
Box Elder County Clerk Deputy



State of Utah

County of Box Elder

Subscribed and sworn before me this 12th day of February, in the year 2025, by

Boyd Bingham, Commission Chairman.


(Notary Public)

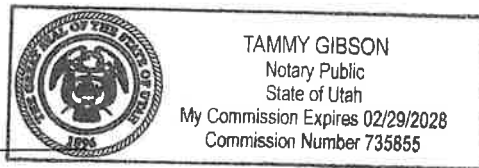




Exhibit A Legal Description(s)

Box Elder County

Parcel No: 03-081-0033 Account No: R0096954

Legal: A PART OF THE NORTHWEST QUARTER OF SECTION 12, TOWNSHIP 9 NORTH, RANGE 2 WEST OF THE SALT LAKE BASE AND MERIDIAN. BEGINNING AT A POINT ON THE EAST RIGHT-OF-WAY LINE OF 500 WEST STREET LOCATED 64.36 FEET NORTH 89°53'40" EAST ALONG THE NORTH LINE OF SAID SECTION AND 687.30 FEET SOUTH 01°35'29" WEST FROM THE WITNESS CORNER BEING 855.00' EAST OF THE NORTHWEST CORNER OF SAID SECTION 12; RUNNING THENCE SOUTH 88°16'03" EAST 548.87 FEET TO THE WEST LINE OF ALAN SHAKESPEAR TTEE PROPERTY, TAX ID NO. 03-081-0004; THENCE SOUTH 00°55'38" WEST (SOUTH BY RECORD) 434.55 FEET ALONG SAID WEST LINE TO SAID NORTH RIGHT-OF-WAY LINE; THENCE NORTH 88°16'03" WEST (WEST BY RECORD) 553.91 FEET ALONG SAID NORTH RIGHT-OF-WAY LINE TO SAID EAST RIGHT-OF-WAY LINE; THENCE NORTH 01°35'29" EAST (NORTH BY RECORD) 434.51 FEET ALONG SAID EAST RIGHT-OF-WAY LINE TO THE POINT OF BEGINNING.

Exhibit B "ATTACHMENT A"

- 03-080-0029
A PART OF NE/4 OF SEC 12 T9N R2W SLM: BEG AT A PT LOC S 00°00'00E ALG SEC LINE 1043.42 FT FROM NE COR OF SD NE/4, N 00°00'00W 225.37 FT, N 89°03'18W 1954.11 FT, S 01°00'09W 439.91 FT, TO N FENCE LINE OF EXIST LANE, N 88°30'00E 151.45 FT, N 01°37'05W 174.99 FT, N 89°38'39E 1815.10 FT TO POB. TOGETHER WITH & INCLUDING R/W FOR INGRESS & EGRESS ALG EXIST LANE ON S/L OF GRANTORS PROP. CONT 11.703 ACRES M/L
- 03-080-0030
A PART OF NE/4 OF SEC 12 T9N 2W SLM BEG AT A PT LOC S 00°00'00E ALG SEC LINE 1043.42 FT FROM NE COR OF SD NE/4, S 00°00'00E 286.44 FT, S 90°00'00W 1155.21 FT, N 00°01'50W 85.74 FT, N 89°25'05W 164.75 FT, N 88°30'00W 490.32 FT, N 01°37'05W 174.99 FT, N 89°38'39E 1815.10 FT TO POB. TOGETHER WITH A R/W FOR INGRESS & EGRESS ALG EXIST LANE ON S/L OF GRANTORS PROP. CONT 10.296 ACRES M/L
- 03-080-0032
A PART OF NE/4 OF SEC 12 T9N R2W SLM. BEG AT A PT LOC S 00°00'00E ALG E/L OF SD SEC LINE 818.05 FT & N 89°03'18W 1954.11 FT FROM NE COR OF NE/4, N 89°03'18W 521.92 FT TO E R/W LINE OF ST HWY 38, S 00°35'30W ALG SD R/W LINE 436.84 FT TO N/L OF A FUTURE 60 FT R/W, S 89°43'16E ALG SD LINE 518.83 FT, N 01°00'09E 430.80 FT TO POB. TOGETHER WITH & INCLUDING A R/W FOR INGRESS & EGRESS ALG EXIST LANE ON S/L GRANTORS PROP. CONT 5.182 ACRES
- 03-081-0008
BEG 21.85 CHS N & 2.28 CHS E OF CEN OF SEC 12 TWP 9N R 2W SLM, N 88 1/4°W 17 CHS ALG FENCE, N 1°24' E 10.62 CHS, S 88 1/4°E 462 FT, S 350 FT, S 88 1/4°E 622 FT M/L TO CO RD, S 1°24' W 351 FT M/L TO BEG. LESS: BEG AT A PT LOC 21.85 CN N & 2.28 CH E & N 88°15'00W 17 CH FROM CTR OF SEC 12, N 1°24' E 700.92 FT, S 88°15'00E 462.00 FT, S 700.92 FT, M/L TO AN EXIST FENCE, N 88°15'00W 479.00 FT, M/L ALG SD FENCE TO POB. CONT 5.43 AC M/L
- 03-080-0026
LOT 4 KOTTER SUBDIVISION CONTG 5.630 ACRES
- 03-066-0021
BEG AT A PT 11.67 CHS S OF NW COR OF SW/4 OF SE/4 OF SEC 1, TWP 9 N, R 2 W, SLM, RUNNING S 88 3/4° E 3.07 CHS, S 1°33' W 5.66 CHS, N 87 1/4° W 18.91 CHS, N 1° E 5.16 CHS, S 88 3/4° E 15.96 CHS TO BEG
- 03-080-0019
PART OF NW/4 OF NE/4 & PT OF SW/4 OF NE/4 OF SEC 12, TWP 9N, R 2W, SLM: BEG AT A PT LOC IN S FENCE LINE OF AN EXIST LANE N 62.84 F & W 2092.39 FT FRM NE COR OF SE/4 OF NE/4 OF SD SEC, TH ALG EXIST FENCE LINE FOUR COURSES: S 01°08'01W 363.00 FT, N 83°53'05W 201.37 FT, N 01°36'31E 342.89 FT TO S FENCE LINE OF AN EXIST LANE, S 89°37'49E 197.78 FT ALG SD S FENCE LINE TO POB. CONTG 1.6 ACS. SUBJECT TO A CERTAIN R/W EASEMENT FOR DRAIN.
- 03-080-0020
A PART OF NW/4 OF NE/4 & PART OF SW/4 OF NE/4 OF SEC 12, TWP 9N, R 2W, SLM. BEG AT A PT LOC IN S FENCE LINE OF AN EXISTING LANE LOC N 64.11 FT & W 2290.17 FT FRM NE COR OF SE/4 OF NE/4 OF SD SEC 12. RUNNING TH ALG AN EXISTING FENCE LINE THE FOLLOWING FOUR COURSES: S 01°36'31W 342.89 FT, S 83°53'05 E 201.83 FT, S 01°03'42W 299.61 FT N 89°14'25W 382.82 FT M/L TO E R/W LINE OF HWY 38, TH ALG SD R/W LINE N 00°35'32E 660.00 FT TO S FENCE LINE OF AN EXISTING LANE, TH ALG SD FENCE LINE S 89°37'49E 190.47 FT TO POB.
- 03-079-0014
E 1/2 OF LOTS 10 & 11, BLK 10 OF 5 AC PLAT OF SEC 11, TWP 9 N, R 2 W, SLM
- 03-081-0018
BEG AT SW COR OF LOT 8, BLK 12, 5 ACRE PLAT, BRIGHAM CITY SURVEY, TH N 39 2/3 RDS, E 19 1/3 RDS, S 39 2/3 RDS, W 19 1/3 RDS TO BEG. LESS 8 FT DEEDED FOR ROAD PURPOSES ALG N SIDE OF SD TRACT. TOGETHER WITH IMPROVEMENTS & WATER RIGHTS. CONTG 4.78 ACRES.
- 03-081-0017
A PT OF N/W OF SEC 12 TWP 9N R 2W SLM. BEG AT A PT 1497.06 FT S & 2171.95 FT E OF NW COR OF SEC, N 0° 33'29E 330 FT M/L TO S LINE OF 1500 N, E ALG SD S LINE 640 FT M/L TO W LINE OF ST RD 69, S 0°57'37W 330 FT M/L TO A PT LOC S 88°33'27E 641 FT LFRM POB, N 88°33'27W 641 FT ML TO POB. CONTG 4.80 ACS M/L
- 03-081-0022
BEG AT A PT LOC 21.85 CH N & 2.28 CH E & N 88°15'00W 17 CH FROM CTR OF SEC 12 T9N R2W SLM, TH N 1°24' E 700.92 FT, S 88°15'00E 462.00 FT, S 700.92 FT M/L TO AN EXIST FENCE, N 88°15'00W 479.00 FT, M/L ALG SD FENCE TO POB. WITH AN 11 FT EASEMENT LYING N OF THE FOLLOWING DESC LINE: BEG AT A PT LOC 21.85 CH N & 2.28 CH E FROM CTR OF SEC 12, TH N 88°15'00W 643.00 FT TO E LINE OF ABOVE DESC PROP. CONT 7.57 AC M/L

EXHIBIT "B"

PARCEL NO. 1 ADJUSTED BOUNDARY DESCRIPTION

03-081-0032

A PART OF THE NORTHWEST QUARTER OF SECTION 12 AND A PART OF THE SOUTHWEST QUARTER OF SECTION 1, TOWNSHIP 9 NORTH, RANGE 2 WEST OF THE SALT LAKE BASE AND MERIDIAN.

BEGINNING AT A POINT ON THE EAST RIGHT-OF-WAY LINE OF 500 WEST STREET, LOCATED 64.36 FEET NORTH 89°53'40" EAST ALONG THE NORTH LINE OF SAID SECTION AND 687.30 FEET SOUTH 01°35'29" WEST FROM THE WITNESS CORNER BEING 855.00' EAST OF THE NORTHWEST CORNER OF SAID SECTION 12;

RUNNING THENCE NORTH 01°35'29" EAST (NORTH BY RECORD) 819.66 FEET ALONG SAID EAST RIGHT-OF-WAY LINE TO AN ANGLE POINT IN THE BOUNDARY OF DUANE WILSON TTEE ETAL PROPERTY, TAX ID NO. 03-066-0014; THENCE ALONG SAID BOUNDARY THE FOLLOWING FOUR (4) COURSES: (1) NORTH 88°22'47" WEST 37.65 FEET (WEST 2.12' RODS BY RECORD) TO A POINT DESCRIBED OF RECORD AS 10.32 RODS NORTH AND 53.08 RODS EAST OF THE SOUTHWEST CORNER OF SAID SECTION 1; (2) NORTH 01°04'12" EAST (NORTH 1 1/2° EAST BY RECORD) 1358.16 FEET; (3) SOUTH 88°37'12" EAST 695.26 FEET (SOUTH 88°24' EAST 42.12 RODS BY RECORD); AND (4) SOUTH 00°46'24" WEST (SOUTH 1 1/2° WEST BY RECORD) 1271.85 FEET TO A POINT ON THE NORTH BOUNDARY OF DUANE WILSON TTEE ETAL PROPERTY, TAX ID NO. 03-081-0003; THENCE ALONG SAID DUANE WILSON TTEE ETAL PROPERTY THE FOLLOWING FOUR (4) COURSES: (1) SOUTH 88°16'03" EAST (EAST BY RECORD) 124.91 FEET; (2) SOUTH 00°55'38" WEST (SOUTH BY RECORD) 386.56 FEET; (3) NORTH 88°16'03" WEST (WEST BY RECORD) 250.00 FEET; AND (4) SOUTH 00°55'38" WEST (SOUTH BY RECORD) 523.77 FEET; THENCE NORTH 88°16'03" WEST 548.87 FEET TO THE POINT OF BEGINNING. CONTAINING 34.02 ACRES.

Exhibit B

- 03-081-0003
BEG AT A PT 22 RDS E OF NW COR OF NE/4 OF NW/4 OF SEC 12 T9N R2W SLM. S 163.68 FT. W 250 FT. S 958.32 FT TO STREET. W 542 FT. N 80 RDS. E 48 RDS. S 12 RDS TO POB. CONT 19.95 ACRES M/L IN BLK 12 FIVE ACRE PLAT.
- 03-066-0014
BEG AT A PT 10.32 RDS N & 53.88 RDS E OF SW COR OF SEC 1, TWP 9N, R 2W, SLM. N 112° E 45.76 RDS. S 88° 24' E 42.12 RDS. S 112° W 38.44 RDS. N 88° 24' W 10 RDS. S 112° W 5.32 RDS. N 88° 24' W 2.12 RDS TO BEG. ALSO BEG AT A PT 92.52 RDS N & 5.88° 24' E 54.70 RDS FRM SW COR OF SEC. S 88° 24' E 42.12 RDS. S 112° W 37.44 RDS. N 88° 24' W 42.12 RDS. N 112° E 37.44 RDS TO BEG. CONT 19.93 ACS
- 03-067-0018
BEG AT A PT 55 RDS N & 30 RDS W OF SE COR OF NE/4 OF SE/4 OF SEC 2, TWP 9 N, R 2 W, SLM, RUNNING W 40 RDS. N 20 RDS, E 40 RDS, S 20 RDS TO BEG
- 03-067-0021
BEG AT A PT 50 RDS W & 15 RDS N OF SE COR OF NE/4 OF SE/4 OF SEC 2, TWP 9 N, R 2 W, SLM, RUNNING W 20 RDS. N 40 RDS, E 20 RDS, S 40 RDS TO BEG
- 03-081-0004
BEG AT A PT 22 RDS E & 68 RDS S OF NW COR OF NE/4 OF NW/4 OF SEC 12 T9N R2W SLM, SD PT BEING ON N/L OF A STREET, W 250 FT, N 958.32 FT, E 250 FT, S 958.32 FT TO POB. CONT 5.5 ACRES IN BLK 13 OF FIVE ACRE PLAT.
- 03-081-0009
BEG AT A PT 69 RDS N & 107 RDS W OF SE COR OF NW/4 OF SEC 12 T9N R2W SLM, BEING SW COR OF LOT 6 BLK 12 FIVE ACRE PLAT. N 20 RDS M/L TO A ST. E ALG ST 48 RDS, S 20 RDS M/L, W 48 RDS TO POB. CONT 6 AC M/L.
- 03-081-0012
SEC 12 TWP 9N R 2W SLM. BEG AT A PT OF W SIDE OF CO ROD, BEING 86 RDS N & ABT 517 FT W OF SE COR OF N/2 OF SW/4 OF SEC. W 1283 FT, N 40 RDS, E 1283 FT, S 40 RDS TO BEG. A FENCE LINE DETERMINED BY COMMON AGREEMENT CONTG. 19.57 ACS BLK 12, 5 ACRE PLAT. B.C.S.
- 03-JSJjQ11
LOT 5 IN BLK 12 OF FIVE ACRE PLAT OF SEC 12 TWP 9N R 2W SLM.
- 03-081-0010
BEG NE COR OF LOT 6 BLK 12 BRIGHAM CITY 5 ACRE PLAT, SEC 12 TWP 9N R 2W SLM, S 20 RDS, W 8 RDS, N 20 RDS TO ST, E ALG ST TO BEG.
- 03-080-0027
LOT 5 KOTTER SUBDIVISION CONTG 5.011 ACRES
- 03-080-0028
LOT 6 ROTTER SUBDIVISION CONTG 5.729 ACRES
- 03-167-0008
PT OF SEC 2 T9N R2W SLM. BEG AT PT N89°26'13E ALG SEC/L 2047.57 FT & N0°33'47W 279.71 FT FRM SW COR OF SD SEC 2, ALG A FNC/L S87°53'51E 1021.60 FT, TO PT FRMLY DESC OF REC AS BEING 1864.4 FT W & 294.6 FTN OF SE COR OF SEC, ALG FNC/L S0°31'19E 113.35 FT, ALG A FNC/L S88°13'05E 629.95 FT, FOL A FNC ALG W R/W OF OSRR THE FOLLOWING THREE COURSES: N0°22'36W 279.68 FT, NWLY ALG A CURVE 1168.81 FT, CHORD BEAR- INO N12°10'21W 1160.57 FT, N 23° 58'05W 1278.98 FT, CONTINUING ALG FNC S89°57'07W 1203.78 FT, ALG FNC S00°08'6W 2347.54 FT TO POB. CONT 96.20 ACRES
- 03-082-0001
ALL LOTS 14 & 15 BLK 11 FIVE ACRE PLAT SEC 12 T9N R2W SLM LESS U.I.C.R.R. LESS TRACT FOR UDOT SEE #138716 CONT 9.017 AC M/L
- 03-077-0013
3 ACS OF THE FOLLOWING DESC PROP INSIDE CITY LIMITS: LOTS 9 & 10, BLK 5, 5 AC PLAT BCS.
- 03-077-0014
6 ACS OF LOTS 9 & 10, BLK 5, 5 AC PLAT BCS. SEC 11, TWP 9 N, R 2 W, SLM
- 03-079-0015
E 1/2 OF LOTS 12 & 13 OF BLK 10 OF 5 AC PLAT OF SEC 11, TWP 9 N, R 2 W SLM
- 03-079-0013
W 1/2 OF LOTS 12 & 13, BLK 10 BCS 5 AC PLAT, SEC 11, TWP 9 N, R 2 W, SLM, EXC U.P.R.R R/W
- 03-076-0002
PART OF LOT 3 & LOTS 4 & 5 IN BLOCK 10 OF 5 AC PLAT OF SEC 11, TWP 9 N, R 2 W, SLM

Exhibit B

- 03-079-0008
LOTS 6 & 7 BLK 10, BC 5 AC PLAT OF SEC 11 TWP 9 N, R 2 W, SLM
- 03-079-0007
LOTS 8 & 9 IN BLK 10 OF 5 AC PLAT OF SEC 11 TWP 9 N, R 2 W, SLM
- 03-079-0016
THE W/2 OF LOTS 10,11,12, & 13 BLK 9, 5 ACRE PLAT, B.C.S. (NE/4 OF SEC 11 T9N R2W SLM.) CONT 9.88 ACRES
- 03-079-0005
LOT 14 BLK 9, 5 AC PLAT BCS OF SEC 11. TWP 9 N, R 2 W, SLM CONTG. 4.75 ACS
- 03-076-0001
LOTS 15 & 16 IN BLOCK 9 OF 5 ACRE PLAT OF SEC 11, TWP 9 N, R 2 W, SLM LESS RES & RD

Date: February 03, 2025

Box Elder County Commission
01 S. Main
Brigham City, Utah 84302

RE: Petition for Removal from Agriculture Protection Area

Dear Commissioners:

We, the undersigned property owners of real property located in unincorporated Box Elder County, pursuant to *UCA § 17-41-306 (2)*, hereby petition the Box Elder County Commission to remove a parcel of real property, said real property being more particularly described in Exhibit "A" attached hereto for your convenience, from the Agriculture Protection Area created on or about March 9, 2004 entry #197708 Book 884 Page 1185.

Please find the proposed Resolution #25-03, a copy of which is attached hereto as Exhibit "B" for your convenience, to be filed by the Box Elder County Commission with the Box Elder County Recorder's Office and the Box Elder County Planning Commission in accordance with *UCA § 17-41-301 (2)(b)(i)(B)* upon removal of real property from the Agriculture Protection Area.

Thank you for your assistance and consideration.

Arlene Wilson TEE
Arlene Wilson TEE

RESOLUTION NO. 25-02

A RESOLUTION OF THE COUNTY COMMISSION OF BOX ELDER COUNTY UTAH, RATIFYING THE APPROVAL OF AN INTERLOCAL AGREEMENT WITH CACHE COUNTY, RICH COUNTY, AND BEAR RIVER HEALTH DEPARTMENT TO FORMALLY ESTABLISH THE BEAR RIVER HEALTH DEPARTMENT AS A MULTICOUNTY UNITED LOCAL HEALTH DEPARTMENT.

WHEREAS, the legislative body of each County has determined that restructuring the Bear River Health Department as a multicounty united local health department will improve the provision of public health, mental health, and substance abuse services for the residents of the Counties, thereby enhancing public welfare, sanitation, and the economic base of the Counties; and

WHEREAS, Utah Code 26A and 17-43 authorize the Counties to cooperate in providing public health, mental health, and substance abuse programs, and the Interlocal Cooperation Act (Utah Code 11-13) permits the Counties to jointly create and maintain governmental entities to more efficiently provide services; and

WHEREAS, the Health Authorities Act permits two or more contiguous counties to unite to create and maintain a multicounty united local health department, and the Counties have decided to jointly qualify for and obtain funding from the Utah Department of Health and Human Services for the provision of mental health and substance abuse services through Bear River Health; and

WHEREAS, the Interlocal Agreement outlines the terms, conditions, responsibilities, and procedures for the creation, operation, and funding of Bear River Health Department as a multicounty united local health department; and

WHEREAS, this Interlocal Agreement shall become effective upon the approval of the legislative body of each of the Counties; and

WHEREAS, the County Commission of Box Elder County previously approved the interlocal agreement at the January 22 2025, County Commission meeting and now wishes to memorialize that approval with this resolution.

NOW, THEREFORE, BE IT RESOLVED by the Board of Commissioners of Box Elder County, Utah, that the Box Elder County Commission adopts and ratifies the approval of Interlocal Agreement 25-0, creating a multicounty united local health department.

This resolution shall take effect on February 12, 2025.

PASSED AND ADOPTED by the Box Elder County Commission on this 12th day of February 2025.


VOTE:

Boyd Bingham	<input checked="" type="checkbox"/>	Yes	<input type="checkbox"/>	No	<input type="checkbox"/>	Absent
Tyler Vincent	<input checked="" type="checkbox"/>	Yes	<input type="checkbox"/>	No	<input type="checkbox"/>	Absent
Lee Perry	<input checked="" type="checkbox"/>	Yes	<input type="checkbox"/>	No	<input type="checkbox"/>	Absent



Boyd Bingham, Commission Chair

Attest:


Marla Young, County Clerk
Tammy Gibson Deputy



Multicounty United Local Health Department Interlocal Agreement

2025

On the 22 day of January 2025, Box Elder County, Cache County, and Rich County (referred to individually as the "County" and collectively as the "Counties"), each being a political subdivision of the State of Utah, have entered into this Interlocal Agreement to formally establish the Bear River Health Department (referred to as "Department"). The purpose of this agreement is to provide public health, mental health, and substance abuse services more efficiently and to ensure quality and effective services for the citizens of these counties.

RECITALS

WHEREAS, each party is a county of the State of Utah, and through their respective governing bodies and as their local mental health authorities and local substance abuse authorities, are authorized by Utah Code 26A and 17-43 to provide public health, mental health, and substance abuse programs to their respective counties;

WHEREAS, Utah Code 11-13, Interlocal Cooperation Act (the "Interlocal Act") permits the Counties to cooperate with each other to create interlocal entities to more efficiently provide governmental facilities, services, and improvements to the general public;

WHEREAS, each county within the State of Utah is required to create and maintain a local health department under the provisions of the Utah Code 26A Local Health Authorities Act (the "Health Authorities Act"), and the Health Authorities Act expressly authorizes two or more contiguous counties to unite to create and maintain a multicounty united local health department;

WHEREAS, Bear River Health was created by the Counties as a local health department created, organized, and validly existing pursuant to state law;

WHEREAS, the Health Authorities Act requires a multicounty united local health department to administer the programs and services of a local health department, mental health authority, and substance abuse authority;

WHEREAS, the Counties desire to confirm, reaffirm, and ratify the creation of Bear River Health Department as the multicounty local health department and expand it to be a multicounty united local health department under the Health Authorities Act and the Interlocal Cooperation Act and to hereby memorialize such creation;

WHEREAS, the Counties are each committed to maintaining Bear River Health Department as the multicounty united local health department within and for the benefit of the Counties;

WHEREAS, the legislative body of each of the Counties determined that restructuring Bear River Health Department as a multicounty local health department will enhance the public health, sanitation, public welfare, and economic base of each of the Counties; and

WHEREAS, the Counties desire to jointly qualify for and obtain funding from the Utah Department of Health and Human Services for mental health and substance abuse services through Bear River Health;

WHEREAS, the Counties desire to monitor, review, and evaluate the performance of and compliance with all contracts for funding of mental health and substance abuse services through Bear River Health;

WHEREAS, the Counties desire Bear River Health Department to qualify for, obtain, allocate, and administer such funding, and to perform such other tasks for the Counties; and

WHEREAS, this interlocal cooperative agreement shall not become effective until it is first approved by resolution of the legislative body of each of the Counties as evidenced by the execution hereof by the appropriate officers of said Counties;

NOW, THEREFORE, the Counties declare and agree to continue the existence of the Bear River Health Department as an interlocal entity and restructure it to be a multicounty united local health department with the following terms and conditions:

1. DEFINITIONS AND INTERPRETATIONS.

- 1.1. **Meanings and Construction.** The following terms, for all purposes of this agreement and any amendments hereto, shall have the meaning herein set forth:
- 1.1.1. "Interlocal Agreement" shall mean this interlocal cooperative agreement and any amendments and supplements thereto.
 - 1.1.2. "Appropriation Committee" shall mean a committee consisting of one representative from the Legislative Body of each participating county, the Board of Health Chairperson, the Local Health Officer, and the Department Senior Support Officer.
 - 1.1.3. "Behavioral Health or Behavioral Health Programs" shall mean the comprehensive integration of Substance Abuse and Mental Health programs and services as defined in Utah Code 17-34 Local Human Services Act.
 - 1.1.4. "Board of Health" shall mean the Department's governing body or the Bear River Board of Health.
 - 1.1.5. "Counties" shall mean collectively Box Elder County, Cache County, and Rich County, and their successors.
 - 1.1.6. "Legislative Body or Legislative Bodies" shall mean one or all participating county governing bodies as defined by Utah Code 26A-1-102(2).
 - 1.1.7. "Public Health Programs" shall mean public health programs and services per Utah Code 26A, excluding any programs and services that include Substance Abuse and Mental Health programs.
- 1.2. **Interpretations.** This Interlocal Agreement, except where the context by clear implication herein otherwise requires, shall be construed as follows:
- 1.2.1. definitions include both singular and plural; and
 - 1.2.2. pronouns include both singular and plural and cover both genders.

2. FORMATION, POWERS, AND DUTIES OF BEAR RIVER HEALTH.

- 2.1. **Formation.** This Interlocal Agreement reaffirms the creation of the Department, an interlocal entity formed by the Counties in May of 1971, and restructures the Department as a multicounty united local health department. Pursuant to Utah Code 11-13-203(l), the Department is separate from the Counties, a body politic and corporate, and a political subdivision of the state. It shall have the powers to perform all functions consistent with a multicounty united local health department as described in Utah Code 26A Local Health Authorities Act.
- 2.2. **Powers.** The powers of the Department shall be as follows:
- 2.2.1. Have all powers and duties permitted and outlined in Utah Code 26A Local Health Department Act necessary to provide Public Health Programs;
 - 2.2.2. Have all applicable powers and duties permitted and outlined in Utah Code 11-13 Interlocal Cooperation Act;
 - 2.2.3. Have all powers and duties permitted and outlined in Utah Code 17-43 Local Human Services Act; and
 - 2.2.3.1. Develop, oversee, and administer all contracts for Behavioral Health Programs per subsection 4.14 of this agreement.
- 2.3. **Duties.**
- 2.3.1. The Department shall unify the local substance abuse and mental health plans from the three Counties, emphasizing funding and service delivery as mandated by the Utah Code 17-43 Local Human Services Act. This unified plan will be called the Behavioral Health Programs Area Plan ("BHP Area Plan").

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- 2.3.1.1. The BHP Area Plan will be created as specified in this Interlocal Agreement and compliance with state law. The Department will hold a public hearing each year for input on the BHP Area Plan. After receiving public input on the BHP Area Plan, the Department shall present the BHP Area Plan to each County for approval by the Local Mental Health and Substance Abuse Authorities of those Counties.

3. DURATION.

- 3.1. This Interlocal Agreement shall be in full force and effect and be legally binding upon the Counties only after its execution and approval by resolution by the Legislative Bodies of each County. Thereafter, both this Interlocal Agreement and the existence of the Department shall continue for a period of fifty (50) years. At this time, it may be terminated or a new agreement executed.

4. ORGANIZATION.

- 4.1. **Board of Health.** The Bear River Board of Health shall govern the Department, subject to the limitations outlined in Utah Code 26A, which include being subject to the authority of the mental health and substance abuse authorities of the Counties regarding Behavioral Health Programs.
- 4.2. **Membership.** Membership of the Bear River Board of Health shall consist of nine (9) members, as follows:
- 4.2.1. One (1) elected official from each county, as determined by the Legislative Body; and
- 4.2.2. Six (6) members of the public at large shall be appointed on a non-partisan basis in numbers proportional to the population of the Counties by the respective Legislative Bodies of the Counties, with the advice and recommendation of the Board of Health.
- 4.2.3. An employee of the Department may not be a board member. All board members shall reside within the area served by Bear River Health; and
- 4.2.4. A majority of board members may not:
- a. be primarily engaged in providing health care or in the administration of facilities or institutions in which health care is provided;
 - b. hold a fiduciary position or have a fiduciary interest in any entity involved in the provision of health care;
 - c. receive either directly or through a spouse more than one-tenth (1/10) of the board member's gross income from any entity or activity relating to health care; and
 - d. be members of one particular type of business or profession.
- 4.3. **Appointment.** All members are to be appointed by the Legislative Bodies of the Counties.
- 4.4. **Term.** Appointments shall be for a term of three (3) years and shall be made as possible, so one-third of the terms of office of those serving on the Board of Health expire each year. Board members appointed to fill vacancies shall hold office until the expiration of the terms of their predecessors. Board members may be appointed to successive terms pursuant to the policies of the respective Counties.
- 4.5. **Fiduciary Duty.** Each member of the Board of Health has and owes a fiduciary duty to the Department.

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- 4.6. **Officers.** The Board of Health shall elect a chair, a vice-chair, and a secretary. The Local Health Officer of the Department appointed pursuant to [Utah Code 26A-1-110](#) may serve as secretary to the Board of Health.
- 4.7. **Local Health Officer.** Following [Utah Code 26A-1-105.5\(4\)](#), the Local Health Officer shall be appointed, hold office, and have the powers as set forth in [Utah Code 26A-1-110](#), and may be removed as outlined in [Utah Code 26A-1-111](#).
- 4.8. **Meetings.** The Board of Health meetings shall be held at least six times per year. The chair may call special meetings or a majority of the board members at any time by providing three (3) days notice to each board member or, in the case of an emergency, as soon as possible after all board members have been notified.
- 4.9. **Quorum.** A majority of the Board of Health members shall constitute a quorum.
- 4.10. **Bylaws.** The Board of Health may adopt and amend bylaws that are not inconsistent with this agreement and state law for the transaction of business. The bylaws and any subsequent amendments must be approved by the county attorney and by a majority vote of a Quorum in a public meeting.
- 4.11. **Compensation.** Under [Utah Code 26A-1-109](#), board members serve without compensation but shall be reimbursed for actual and necessary traveling and subsistence expenses when absent from their place of residence in attendance at authorized meetings.
- 4.12. **Personnel.** The Legislative Bodies of the Counties must ratify the Board of Health's approval of all changes to Bear River Health's merit system, personnel policies, and compensation plans. In addition, the provisions of [Utah Code 26A-1-112](#) shall generally apply to the appointment of personnel, including removal for cause.
- 4.13. **Reports.** The Board of Health shall, annually, report the operations of Bear River and the board to the local governing bodies of the municipalities and the Counties served by Bear River Health. In addition, the Board of Health shall send a copy of Bear River's approved budget to all local governing bodies of the municipalities and Counties served by the Department no later than thirty (30) days after the beginning of Bear River Health's fiscal year.
- 4.14. **Behavioral Health Programs.** Through this Interlocal agreement, the Counties, as the Substance Abuse and Mental Health Authorities as outlined in [Utah Code 17-43](#), delegate the oversight for all Behavioral Health Programs to the Department with the following stipulations.
- 4.14.1. The Counties grant the responsibility for continuing, maintaining, and overseeing contracting for Behavioral Health Programs to the Department. The contracting shall be governed by [Utah Code 63G-6a](#) and Bear River Health's approved procurement policies with the following stipulations:
- 4.14.1.1. The Counties authorize the Department to contract directly with the Utah Department of Health and Human Services for any funds (state or federal) available to the Counties to deliver Behavioral Health Programs.
- 4.14.1.2. The Counties authorize the Department to develop, oversee, administer, and monitor contracts for Behavioral Health Programs on behalf of the Counties.
- 4.14.1.2.1. To avoid a lapse in critical government services and mitigate circumstances likely to negatively impact public health, safety, and welfare of vulnerable populations, the Department shall prioritize the Counties' established

contract(s) for Behavioral Health Programs that exist at the creation of this Interlocal Agreement.

- 4.14.1.2.2. Changes may be made to the contract(s) as long as they are intended to enhance the integrity of the contract(s) or the delivery of Behavioral Health Programs. However, the duration established in the contracts referenced in subsection 4.14.1.2.1 must remain unchanged unless the contracted service provider and the Department agree otherwise.
- 4.14.1.2.3. Any established contract(s) for Behavioral Health Programs must be re-executed to spell out the expectation for delivering integrated mental health and substance abuse programs.
- 4.14.2. As allowed under Utah Code 17-43-309, the Legislative Bodies of the Counties, under this agreement, officially establish a local behavioral health advisory council to advise on planning, organizing, and operating all Behavioral Health Programs. The council shall be called the Bear River Behavioral Health Advisory Council (BHAC). The BHAC shall meet at least once per quarter and be governed by bylaws. The bylaws must not conflict with any federal, state, or local law or this Interlocal Agreement and must be approved by the Counties.
- 4.14.3. The BHAC shall comprise nine members appointed by the Counties as directed in Utah Code 17-43-309 with the following makeup based on county population.
 - 4.14.3.1. Five members from Cache County;
 - 4.14.3.2. Three members from Box Elder County; and
 - 4.14.3.3. One member from Rich County.
- 4.14.4. BHAC members shall be selected from persons representative of interested groups in the community, but they cannot be individuals employed or otherwise associated with contracted service providers.
 - 4.14.4.1. All BHAC members will be appointed by the Legislative Bodies of the Counties, with the BHAC's advice and recommendation.
 - 4.14.4.1.1. Initially, one-fourth of the members shall be appointed for one year, one-fourth for two years, one-fourth for three years, and one-fourth for four years.

Cache County (5 members)

- One member initially appointed for a four-year term;
- One member initially appointed for a three-year term;
- One member initially appointed for a two-year term; and
- Two members initially appointed for a one-year term.

Box Elder County (3 members)

- One member initially appointed for a four-year term;

One member initially appointed for a three-year term; and

One member initially appointed for a two-year term.

Rich County (1 member)

One member initially appointed for a four-year term.

- 4.14.4.1.2. After the initial appointment, each member's term shall be four years.
- 4.14.4.1.3. Vacancies shall be filled in the same manner as for unexpired terms.
- 4.14.4.1.4. Council members may be removed for cause.
- 4.14.4.2. The BHAC shall advise the Counties and the Director of Behavioral Health Programs in planning (including the required BHP Area Plan), organizing, and operating community Behavioral Health Programs.
- 4.14.4.3. Under this Interlocal Agreement, the BHAC shall be an agent of the Counties and is subject to laws and requirements relating to the Local Mental Health and Substance Abuse Authorities. All BHAC meetings must comply with Utah Code 52-4 Open and Public Meetings Act.
- 4.14.5. Under this Interlocal Agreement, the Department is authorized to fulfill the requirements laid out in Utah Code 17-43-201(5) and 17-43-301(6) in recruiting, interviewing, and recommending for appointment to the Legislative Bodies of the Counties a Director of Behavioral Health Programs. Once appointed by each of the county governing bodies, the Director of Behavioral Health will be an employee of the Department and shall be responsible for the following:
 - 4.14.5.1. Serve as the director of substance use programs and services per Utah Code 17-43-201(5).
 - 4.14.5.2. Serve as the director of mental health programs and services per Utah Code 17-43-301(6).
 - 4.14.5.3. Shall not be the Local Health Officer.
 - 4.14.5.4. Shall serve as the secretary to the BHAC.
 - 4.14.5.5. Work with the BHAC in planning (including the required BHP Area Plan), organizing, and operating community behavioral health programs.
 - 4.14.5.6. Develop, oversee, and administer all contracts with qualified behavioral health providers and the Department, per subsection 4.14.1 of this Section.
 - 4.14.5.7. Contract providers must establish administrative, clinical, personnel, financial, procurement, and management policies regarding behavioral health programs and facilities following the rules of the state division and state and federal law.
 - 4.14.5.8. Have general oversight of Medicaid Capitation for Behavioral Health Programs.
 - 4.14.5.9. Establish mechanisms allowing for direct citizen input into Behavioral Health Programs.

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- 4.14.5.10. Annually contract with the state division to provide Behavioral Health Programs.
 - 4.14.5.11. Ensure compliance with all applicable state and federal statutes, policies, audit requirements, contract requirements, and any directives resulting from those audits and contract requirements.

5. BUDGET, FUNDING, CONTRACTS & PROCUREMENT.

5.1. Operating Budget.

- 5.1.1. The Department's fiscal year shall begin on January 1 of each year and end on December 31.
- 5.1.2. The Local Health Officer of the Department shall submit a proposed fiscal year budget to the Board of Health for the upcoming fiscal year.
- 5.1.3. The Board of Health shall adopt an annual budget for each fiscal year in compliance with the Uniform Fiscal Procedures Act for Counties, [Utah Code 17-36](#). The proposed annual budget, approved by the Board of Health, shall be presented to the Legislative Bodies of the Counties.

5.2. County Funding.

- 5.2.1. Following [Utah Code 26A-1-117](#), the Counties involved in the establishment and operation of the Department shall be responsible for funding the ongoing operations as follows.
 - 5.2.1.1. Following [Utah Code 26A-1-115](#), the cost of establishing and maintaining the Department shall be apportioned among the participating Counties based on the most recent federal census population estimates in proportion to the total population of all Counties within the boundaries of the Department.
 - 5.2.1.1.1. The population appropriation may be paid from the County General Fund, from the levy of a tax, or in part by an appropriation and in part by a levy under [Utah Code 17-53-221](#).
 - 5.2.1.1.2. The County's population appropriation shall be jointly evaluated by an Appropriation Committee every five years, and a recommendation shall be made regarding the per-capita appropriation for the subsequent five (5) year period.
 - 5.2.1.1.3. The County Legislative Bodies will review and consider this appropriation recommendation for adoption.
 - 5.2.1.1.4. Appropriated funds shall only be used to support the Department's operations.
 - 5.2.1.1.5. Once the Counties adopt this agreement, the minimum population appropriation can only be reduced through consultation and approval from each County involved.
 - 5.2.1.1.6. The agreed-upon population appropriation will be in a written addendum to this agreement.
 - 5.2.1.1.7. Nothing in this Interlocal Agreement shall prohibit a County from contributing more than the agreed-upon population appropriation.

5.2.2. County Match.

5.2.2.1. Following [Utah Code 26A-1-115\(6\)\(a\)\(l\)](#), all state funds distributed by contract from the Utah Department of Health and Human Services to local health departments for public health services shall be matched by those local health departments at a percentage determined by the department in consultation with local health departments.

5.2.2.2. Following Utah Code [17-43-201\(5\)\(k\)](#) and [17-43-301\(6\)\(a\)\(x\)](#), the Counties shall provide funding equal to at least 20% of the state funds received to fund services described in the required BHP Area Plan.

5.3. **Contract Funding.** The Department is authorized to contract with the Utah Department of Health and Human Services and other state and federal agencies for eligible public health, mental health, and substance abuse funding to come to the Counties.

5.3.1. The Local Health Officer is authorized to approve all new and renewed contracts, grants, or other sources of revenue for Public Health Programs, but only after ensuring that the contracts are aligned with local needs.

5.3.1.1. The Local Health Officer shall authorize making agreements not in conflict with state law that are conditional to receiving funds through a donation, grant, or contract.

5.3.1.1.1. The Director of Behavioral Health is responsible for reviewing all contracts related to the delivery of Behavioral Health Programs on behalf of the counties and their Local Mental Health and Substance Abuse Authorities. This review ensures that the contracts align with the local needs outlined in the BHP Area Plan. After a thorough review, the contracts will be submitted to the Local Health Officer for authorization.

5.3.1.2. The Board of Health may direct the Local Health Officer to cancel or not renew any contract, grant, or other source of revenue.

5.4. **Fees.**

5.4.1. The Board of Health shall, annually, establish and adopt a fee schedule for all the Department programs and services for which there is a charge based on recommendations provided by the Local Health Officer.

5.4.1.1. The provisions of Section [Utah Code 26A-1-114](#) shall generally apply to the establishment and collection of fees by Bear River Health.

5.4.1.2. For budgeting purposes, the establishment of all fees will be finalized by October 31 of each year and shall be effective at the beginning of the next calendar year.

5.4.1.3. The Board of Health does not establish fees for those programs and services where a fee has been directed and established by state statute or rule.

5.5. **Additional Revenue.** Money from surpluses, grants, and donations may also be used to establish and maintain Bear River Health.

5.6. **Security for Financing Physical Facilities.** Following [Utah Code 26A-1-115](#), the cost of providing, equipping, and maintaining suitable offices and facilities for a local health department is the responsibility of participating Legislative Bodies of the Counties. Under this agreement, this is best accomplished in consultation with the Board of Health to

ensure that the facilities adequately address the community's needs. To facilitate the financing of physical facilities, each county may enter into separate arrangements with the Department with respect to the operation and utilization of all facilities used for Public Health Programs in their respective county.

5.7. **Treasurer.** The provisions of Utah Code [17-43-201\(2\)\(c\)\(i\)\(a\)](#), [17-43-301\(3\)\(c\)\(i\)\(a\)](#), and [26A-1-118](#) shall apply, and the Cache County Treasurer shall serve as treasurer for the Department over Public Health and Behavioral Health Programs. The treasurer or other disbursing officer authorized by the treasurer may make payments from monies for the joint programs and services of the Counties upon audit of the appropriate auditing officer or officers representing the Counties.

5.8. **Auditor.**

5.8.1. The Counties grant the Department the authority to appoint an independent auditor to audit the operation of the Department as outlined in Utah Code [17-43-201\(2\)\(c\)\(ii\)](#), [17-43-301\(3\)\(c\)\(ii\)](#), and [26A-1-115\(7\)\(a\)](#).

5.8.2. The Counties reserve the right to assign an auditor to audit any Department operations.

5.9. **Procurement Procedures.** The Department will develop written procurement policies to guide all procurement procedures, except as dictated otherwise in subsection 4.14.1 of this Interlocal Agreement. The procurement policies must not conflict with [Utah Code 11-13-226](#), be reviewed by legal counsel, and be approved by the Board of Health.

6. LEGAL REPRESENTATION.

6.1. The Cache County Attorney shall provide legal representation for Public Health and Behavioral Health Programs as required by Utah Code [26A-1-120](#), [17-43-201\(2\)\(c\)\(iii\)](#), and [17-43-301\(3\)\(c\)\(iii\)](#).

6.1.1. The Cache County Attorney is authorized to request and receive the assistance of the county attorneys of the other Counties in defending or prosecuting actions within their county related to behavioral health programs.

6.1.2. The Department and the Cache County Attorney can rely on the provisions of Utah Code [26A-1-120](#) to utilize the other county attorneys' legal services as defined in that code section for public health programs.

6.1.3. The Health Officer shall notify the Cache County Attorney of any pending or imminent legal actions against Bear River Health.

6.1.4. If there is a conflict of interest involving the county attorney acting as legal advisor to the Department or defending an action against Bear River Health, the Board of Health, or officers and employees. In that case, the Cache County Attorney shall assign a county attorney of a county participating herein to act as legal advisor.

7. REPRESENTATION.

7.1. **County Representation.** Each County represents that it is a political subdivision of the State of Utah and is authorized to enter into the transactions contemplated by this Interlocal Agreement and to carry out its obligations hereunder, including funding the Department per the Local Health Authorities Act.

7.2. **No Litigation.** Each County represents that there is no litigation or legal or governmental action, proceeding, inquiry or investigation pending or threatened to which said County, as applicable, is a party or to which any of its property is subject, which, if determined

adversely to said County, would individually or in the aggregate (i) affect the validity or enforceability of this Interlocal Agreement, or (ii) otherwise materially adversely affect the ability of the said County to comply with its obligations under this Interlocal Agreement or the transactions contemplated by this Interlocal Agreement.

8. TERMINATION AND DISSOLUTION.

8.1. Termination & Dissolution.

- 8.1.1. Any party to this agreement may terminate its participation in this entity only after complying with [Utah Code 26A-1-122](#).
- 8.1.2. At least ninety (90) days prior written notice of the withdrawal shall be given to the Board of Health.
- 8.1.3. The effective date of any withdrawal shall be December 31.
- 8.1.4. The participating Counties shall establish local health departments under Section [26A-1-103](#), [26A-1-105](#), or [26A-1-106](#) at least 30 days before dissolution.
- 8.1.5. Upon termination, the Board of Health is authorized to take such actions as necessary to effectuate the dissolution of the Department and dispose of the property of the Department as spelled out in subsection [8.2](#) of this Section.
- 8.1.6. Unless explicitly stated otherwise in this Interlocal Agreement, no party shall have the right to unilaterally cancel, rescind, or terminate this Interlocal Agreement due to a breach. However, this limitation does not affect any other rights or remedies that either party may have as a result of such a breach.

8.2. **Division of Assets.** Upon termination and dissolution of this Interlocal Agreement, title to the assets of the Department shall revert to the respective Counties for which those assets have been secured and utilized for the delivery of Public Health Programs.

8.3. **Division of Workforce.** Upon termination and dissolution of this Interlocal Agreement, the Counties agree to jointly negotiate in good faith regarding the division of the current workforce. The Counties agree that the primary focus of the negotiations will be to minimize the disruption of public health service delivery in each county.

9. MISCELLANEOUS

- 9.1. **Filing.** Each County covenants to file this Interlocal Agreement with its records keeper.
- 9.2. **Assignment.** None of the Counties may assign any interest herein without the consent of all other parties to this Interlocal Agreement.
- 9.3. **Counterparts.** This Interlocal Agreement may be executed in multiple counterparts, each of which will be considered an original for all purposes. Each County agrees to execute any necessary deeds, instruments, legal documents, and resolutions or ordinances to implement the terms of this Interlocal Agreement.
- 9.4. **Entire Contract.** This Interlocal Agreement consolidates and replaces all previous negotiations, representations, and agreements between the Counties regarding the subject matter addressed herein. It serves as the complete contract between the Counties concerning the establishment and powers of the Department. Additionally, the intent of this Interlocal Agreement is to document and reaffirm the formation and powers that the Department has exercised up to this point.

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- 9.5. **Amendment.** This Interlocal Agreement may only be modified or amended in writing. Such modifications or amendments must be signed by a duly authorized representative of the Counties, following the adoption of a resolution by the Counties' Legislative Bodies that approves the changes.
- 9.6. **Attorney Fees.** The prevailing party in any litigation to interpret and/or enforce the provisions of this Agreement shall be entitled to an award of reasonable attorney fees and costs, in addition to any other relief that the court grants.
- 9.7. **Severability.** Whenever possible, each provision of this Interlocal Agreement shall be interpreted in such a manner as to be valid; but if any provision of this Interlocal Agreement is held, in a final judicial determination, to be invalid or prohibited under applicable law, that provision shall be ineffective to the extent of such invalidity or prohibition without invalidating the remainder of such provision or the remaining provisions of this Interlocal Agreement. Notwithstanding the foregoing, however, should such judicially determined invalidity of any provision of this Interlocal Agreement frustrate the intended purpose of the member entities, as expressed herein, that invalidity shall cause this Interlocal Agreement to be terminated, with the parties, to the extent possible, to be restored to the status quo.
- 9.8. **Conflict with State Law.** To the extent that any provision contained in this Interlocal Agreement is, or subsequently comes, in conflict with Utah State Code, Utah State Code shall be controlling with respect to the Department's organization and operation.
- 9.9. **Governing Law.** The laws of the State of Utah shall govern this Agreement.
- 9.10. **Annual Review.** The Local Health Officer will work with the Cache County Attorney's Office to conduct an annual review of this Interlocal Agreement to ensure all references to Utah State Code are current and that this Interlocal Agreement complies with current Utah State Code to assess potential conflicts and suggest solutions to clarify or resolve them. The findings of this review, along with any recommended changes and an overview of the overall context and structure of this Interlocal Agreement, will be presented to the Counties as part of the annual report required under [Utah Code 26A-1-109\(6\)](#).

AGREED TO AND APPROVED BY:

Boyd M. Piel *2/12/2025*

Name

Date

Box Elder County Board Chair

Name

Date

Cache County Council Chair

Name

Date

Rich County Board Chair

APPROVED TO FORM

Steph R. Raphael *2/12/25*

Name

Date

Box Elder County Attorney

Name

Date

Cache County Attorney

Name

Date

Rich County Attorney

AGREED TO AND APPROVED BY:

Boyd M. Phil *2/12/2025*

Name

Date

Box Elder County Board Chair

Name

Date

Cache County Council Chair

Name

Date

Rich County Board Chair

APPROVED TO FORM

Name

Date

Box Elder County Attorney

Name

Date

Cache County Attorney

Name

Date

Rich County Attorney

PUBLIC HEARING

EVENT : BOX ELDER COUNTY COMMISSION DATE : FEBRUARY 12 , 2025

NO	NAME	
1	Chussee Bennett	435-734-3347
2	Mark Larson	435-452-1221
3	Jeremy Nelson	435-720-2502
4	Ellen Nelson	435-225-2063
5	Clyde Meloon	435 225 2067
6	Maurice Carter	435 744 2972
7	Karla Bessinger	801-710-2693
8	Curtis Lyngard	435-730-2135
9	Dennis Patterson	435 695 7008
10	Celeste Patterson	435-736-4553
11	Scott Patterson	435-695-6997
12	DeAnna Hardy	On Record
13	Cameron Nelson	435-225-2064
14	Iris MABREY	801-430-3602
15	JEFF ZOGG	801 940-2494
16	Hannah Freeze	435-7104-0258
17	Mitch Hancock	435-730 4717
18	Chance Buxton	435-720 3305
19	Darin McFarland	435-485-2580
20	Scott Lyons	734 3360
21	Shirlene Larsen	435-734-3360
22	Marc Mueggli	435 452-1772
23	Kevin Pott	435 734 3818
24	Cade Palmer	435-734-3380
25	Jenica Stander	435-734-3364

PUBLIC HEARING

EVENT : BOX ELDER COUNTY COMMISSION DATE : FEBRUARY 12 , 2025

NO	NAME		
1	Kevin Lloyd	435-730-2625	
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3			
4			
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Box Elder County Sheriff's Office

Box Elder County Jail Policies and Procedures Contract

Terms and Conditions

The terms and conditions set forth herein – unless modified in writing – shall govern the Box Elder County Jail Policies and Procedures Project. Any such modifications must be approved by both DeLand and Associates (“DeLand”) and the Box Elder County Sheriff’s Office (“Sheriff’s Office”).

A. Terms of Agreement

The initial phase of the project agreement is five years, beginning January 1, 2025. The cost of the initial phase is \$50,000 to be paid at the rate of \$ 10,000 per annum with payment due the first of each year. The second phase of the contract will commence January 1, 2030, at the cost of \$ 7,500 per annum, unless the Sheriff’s Office decides not to continue beyond December 31, 2029.

B. Breakdown of Responsibility

1. **DeLand** will provide subject matter expertise related to the policy manual.
2. To facilitate the efficiency of the process, the **Sheriff’s Office** will appoint a contact person to whom **DeLand** will submit draft materials for review and approval.
3. The **Sheriff’s Office** is solely responsible for reviewing, when necessary requesting modification of draft chapters, and providing approval for each chapter.
4. For efficiency and workload management purposes, draft policy chapters will be submitted by **DeLand** one or more sections at a time. The **Sheriff’s Office** is responsible to review, respond, and approve policy chapters.
5. **DeLand** cannot give legal advice; thus, the **Sheriff’s Office** should read, evaluate, seek legal review, and then adopt each chapter of policy and procedure at their own risk.
6. If the **Sheriff’s Office** decides a draft chapter requires modification, **DeLand** will make the revisions and resubmit the chapter for approval.
7. **DeLand** during the life of the agreement will provide necessary updates to the Box Elder County Jail Policies and Procedures.

C. Organization and Format for Policies and Procedures

The Box Elder County Jail Policies and Procedures will be organized by volumes and chapters. Each chapter will have a standard format which includes:

1. A table of content
2. General provisions, including:
 - a. The purpose of the chapter;
 - b. How the chapter should be distributed; and
 - c. Necessary definitions.
3. Policy statements
4. The rationale for policies
5. The procedures for implementing the policy statements
6. Any annotations necessary to support the chapter requirements

D. Relationship of the Parties

DeLand is an independent contractor; thus, nothing in this agreement can or should be construed to create a partnership, joint venture, agency, or employer-employee relationship with the **Sheriff's Office**.

E. Intellectual Property

DeLand's copyright of the policies and procedures is not a protection against public disclosure requests under the Government Records and Management Act (GRAMA); thus, to protect confidential policies and procedures from public disclosure it will be the responsibility of the **Sheriff's Office** to classify sensitive chapters as set forth in UCA § 63G-2-3.

F. Legal Assistance

DeLand is not the legal advisor for the Box Elder County Jail; thus, cannot provide legal advice. **DeLand** will, however, discuss problems brought to his attention by Box Elder County Jail officials.

Acknowledged and Agreed By:

Box Elder County
52 South 1000 West
Brigham City, Utah 84302

Name Boyd M Bingham Title commission chair
Signature Boyd M Bingham Date 2/12/2025

DeLand and Associates, Inc.
PO Box 579
Santa Clara, Utah 84765
gwd.ute@gmail.com
Tele: 435-229-1697

Signature [Signature] Date January 1, 2025