

**MINUTES
BOX ELDER COUNTY COMMISSION
MAY 6, 2015**

The Board of County Commissioners of Box Elder County, Utah met in an Administrative/Operational Session at the County Courthouse, 01 South Main Street in Brigham City, Utah at 11:15 a.m. on **May 06, 2015**. The following members were present:

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

The following items were discussed:

1. Agenda Review/Supporting Documents
2. Commissioners' Correspondence
3. Staff Reports – Agenda Related
4. Correspondence
5. Introduction of Sawtooth National Forest District Ranger – Loren Poppert

The Administrative/Operational Session adjourned at 11:25 a.m.

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

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

The prayer was offered by Chairman Summers.

The Pledge of Allegiance was led by Recorder Chad Montgomery.

APPROVAL OF MINUTES

THE MINUTES OF THE REGULAR MEETING OF APRIL 15, 2015 WERE APPROVED AS WRITTEN ON A MOTION BY COMMISSIONER SCOTT, SECONDED BY COMMISSIONER HADFIELD AND UNANIMOUSLY CARRIED.

AGENDA: ATTACHMENT NO. 1**ADMINISTRATIVE REVIEW/REPORTS/FUTURE AGENDA ITEMS – COMMISSION****Resource Management Plan – Commissioner Scott**

Commissioner Scott stated the Resource Management Plan needs to be turned in by June.

Envision Utah – Chairman Summers

Chairman Summers stated the governor's office has put out a survey for Envision Utah. The survey asks citizens for their input on what they would like to see in the future of the state of Utah. He stated a privately owned business is donating \$1.00 to schools for every survey taken. He encouraged everyone to participate in the survey.

COUNTY SEAT SEASON 5 SPONSORSHIP AGREEMENT #15-09 – CHAIRMAN SUMMERS

Chairman Summers explained the sponsorship with the County Seat allows commercials inviting people to visit the county and sponsors the show.

Commissioner Scott had some questions he would like addressed before making a decision.

MOTION: Commissioner Scott made a motion to table the contract for the County Seat Season 5 Sponsorship. The motion was seconded by Commissioner Hadfield and unanimously carried.

LETTER OF SUPPORT FOR THE NATURE CONSERVANCY – COMMISSIONER HADFIELD

Commissioner Hadfield explained the letter of support will be sent to Utah Quality Growth Commission to help in getting additional matching funds for the LeRay McAllister Conservation fund. The letter explains the benefits to landowners for a conservation easement that will provide important habitat for sage grouse.

MOTION: Commissioner Hadfield made a motion to send a letter of support for the nature conservancy. The motion was seconded by Commissioner Scott and unanimously carried.

(See Attachment No. 2- Letter.)

REPEAL OBSOLETE ORDINANCE – SHAUN THORNLEY

Treasurer Shaun Thornley stated the clerk's office came across an old ordinance that listed specific duties for the treasurer regarding dog licensing. The ordinance was created in 1916 and is very outdated. He asked the commission to repeal the ordinance.

MOTION: Commissioner Scott made a motion to repeal the ordinance concerning dog licensing. The motion was seconded by Commissioner Hadfield and unanimously carried.

TAX SALE PROPERTIES – TOM KOTTER

This item was cancelled.

RESOLUTION #15-02/BOND FEES FOR BUSINESS LICENSES – ATTORNEY HADFIELD, DIANE FUHRIMAN

Attorney Stephen Hadfield stated the commissioners approved a revised ordinance for business licenses at the last commission meeting. He said this resolution sets the bond amount required for a solicitor's license. He recommended setting the bond amount at \$15,000. The bonds are reasonably priced to obtain and will help protect the citizens.

MOTION: Commissioner Hadfield made a motion to approve Resolution #15-02 setting bond fees for business licenses. The motion was seconded by Commissioner Scott and unanimously carried.

(See Attachment No. 3 – Resolution.)

CITY OF FUN CONTRACT – JAN RHODES

Fairgrounds Director Jan Rhodes presented the contract renewal with the City of Fun Carnival for the fair. She stated there are a few changes spelling out the dates for the fair for the next three years and word clarifications.

MOTION: Commissioner Scott made a motion to approve the revised City of Fun contract. The motion was seconded by Commissioner Hadfield and unanimously carried.

(See Attachment No. 4 – Contract.)

RICHINS NORTH SUBDIVISION – SCOTT LYONS

County Planner Scott Lyons stated the Richins North Subdivision is a one-lot subdivision in Grouse Creek. The plat has been through all necessary department reviews.

MOTION: Commissioner Hadfield made a motion to approve the Richins North Subdivision. The motion was seconded by Commissioner Scott and unanimously carried.

USU EXTENSION AGREEMENT #15-11 & MOU AGREEMENT #15-12 – MIKE PACE

USU Extension Agent Mike Pace stated the agreement is a renewal for USU to do work in Box Elder County and the MOU renews the funding for three USU employees. He said the agreements are basically the same as prior years' except for the budget amounts.

MOTION: Commissioner Scott made a motion to approve agreement #15-11 and MOU agreement #15-12. The motion was seconded by Commissioner Hadfield and unanimously carried.

(See Attachment No. 5 – Agreements.)

LETTER OF SUPPORT/DEPARTMENT OF LABOR FOR OPEN RANGE LIVESTOCK – LANE JENSEN

Lane Jensen said he is a sheep rancher and the Utah Department of Labor is looking to implement new rules concerning open range livestock production. The changes include methods of calculating wages which would triple his costs in labor and he would not be able to continue in business. He said there is a public comment period ending in June. Mr. Jensen asked the commission to draft a letter of support explaining the economic impact the changes will have on local ranchers.

MOTION: Commissioner Hadfield made a motion to draft a letter of support, on behalf of the ranchers, to the department of labor explaining the economic impact the changes will have on local ranchers. The motion was seconded by Commissioner Scott and unanimously carried.

MITTON PEAK ESTATES OPEN SPACE – JIM FLINT

Jim Flitton, Representative for Mitton Peak Estates, stated the subdivision is an eighty-eight acre clustered PUD. Fifty-five of those acres are open space. They are trying to figure out the best use of the open space. He suggested the county could own and maintain the open space for a park.

Commissioner Scott stated if the county owned the property it would be subject to the homeowners association and most homeowner associations fall apart.

Attorney Stephen Hadfield stated the county would have to assume liability on the property.

Chairman Summers stated the county would most likely not be interested due to the liability, maintenance, and tax base.

PUBLIC COMMENT PERIOD

DeAnna Hardy of Brigham City asked the commission to give an answer on the record as to how they feel about HB 172 which allows the election officer to conduct an election entirely by mail. Ms. Hardy stated she reviewed the TTAB grants and most of the grants were given to government agencies. She asked why government is involved in tourism. Ms. Hardy feels Envision Utah is just another name for UN Agenda 21 and is destroying freedoms. She asked the commission not to waste money on the County Seat television program. She asked the commission to be more wise. She quoted John A. Widstoe concerning the Gadianton Robbers.

RECESS

The Commission recessed to hold an RDA meeting.

WARRANT REGISTER – COMMISSIONERS

The Warrant Register was signed and the following claims were approved for payment: Claims 95904 through 95955 in the amount of \$676,051.06. Claims 95957 through 96041 in the amount of \$248,058.69. Claims 960443 through 96085 in the amount of \$37,328.03. Claim 95943 was voided.

PERSONNEL ACTIONS – COMMISSIONERS

COMMISSION:	Rebecca Dilg, compensation change, effective 04/01/2015
FAIRGROUNDS:	Tyrell Stephens, new hire, effective 04/21/2015
IT DEPT:	Keith Keller, compensation change, effective 05/05/2015
JUSTICE COURT:	Marci Jo Hansen, new hire, effective 04/27/2015
LANDFILL:	Darrin Marble, new hire, effective 04/27/2015
ROAD DEPT:	Michael Hansen, re-hire, effective 05/05/2015
ROAD DEPT	Joel Newman, compensation change, effective 05/03/2015
TREASURER:	Sandra McNeely, re-hire, effective 04/29/2015
WEED DEPT:	Tiffany Nicholas, new hire, effective 05/04/2015
WEED DEPT:	Josh Theurer, re-hire, effective 05/04/2015
WEED DEPT:	Alex Munns, re-hire, effective 05/04/2015

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

MOTION: At 12:40 p.m. a motion was made by Commissioner Scott to move into a closed session to discuss the character, professional competence, or physical or mental health of an individual. The motion was seconded by Commissioner Hadfield and unanimously carried.

MOTION: At 1:03 p.m. a motion was made by Commissioner Scott to reconvene into regular commission meeting. Commissioner Hadfield seconded the motion. The motion carried unanimously and regular commission meeting was reconvened.

Chairman Summers stated personnel items were discussed in the closed session.

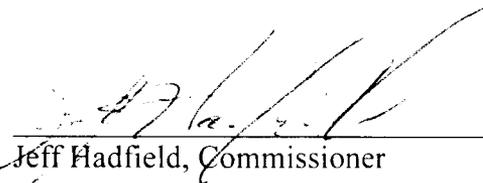
ADJOURNMENT

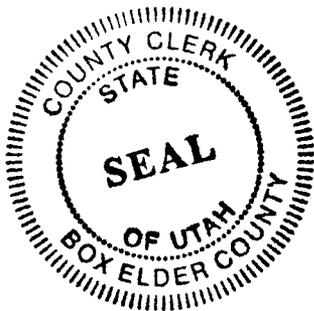
A motion was made by Commissioner Hadfield to adjourn. Commissioner Scott seconded the motion, and the meeting adjourned at 1:05 p.m.

ADOPTED AND APPROVED in regular session this 20th day of May 2015.

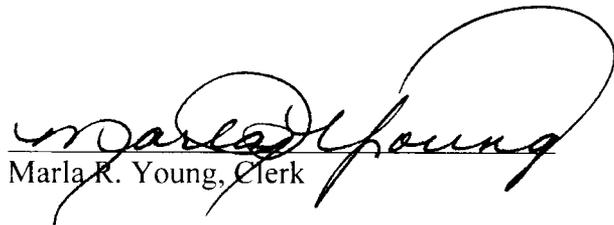
Stan Summers, Chairman


Jeff Scott, Commissioner


Jeff Hadfield, Commissioner



ATTEST:


Marla R. Young, Clerk

BOX ELDER COUNTY CLERK
Box Elder County Courthouse
01 South Main Street
Brigham City, Utah 84302

NOTICE and AGENDA

Public Notice is hereby given that the Box Elder County Board of County Commissioners will hold an **Administrative/Operational Session** commencing at **11:15 a.m.** and a regular **Commission Meeting** commencing at **11:30 a.m. Wednesday May 6, 2015** in the Commission Chambers of the Box Elder County Courthouse, 01 South Main Street, Brigham City, Utah.

Administrative/Operational Session

*11:15 a.m.

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

*11:25 a.m.

5. Introduction of Sawtooth National Fores District Ranger – Loren Poppert

- *11:30 – 11:35 Call to Order: Chairman Summers
Invocation: Chairman Summers
Pledge: Recorder Chad Montgomery
Approval of Minutes of April 15, 2015.
- *11:35 – 11:38 Administrative Review/Reports/Future Agenda Items – Commissioners
- *11:38 – 11:40 Former Agenda Items Follow-Up – Commissioners
- *11:40 – 11:42 County Seat Season 5 Sponsorship Agreement #15-09 – Chairman Summers
- *11:42 – 11:44 Letter of Support for the Nature Conservancy – Commissioner Hadfield
- *11:44 – 11:46 Repeal Obsolete Ordinance – Shaun Thornley
- *11:46 – 11:51 Tax Sale Properties – Tom Kotter
- *11:51– 11:53 Resolution #15-02/ Bond Fees for Business Licenses – Attorney Hadfield,
Diane Fuhriman

- *11:53 – 11:58 City of Fun Contract – Jan Rhodes
- *11:58 – 12:00 Richins North Subdivision – Scott Lyons
- *12:00 – 12:02 USU Extension Agreement #15-11 & MOU Agreement #15-12 – Mike Pace
- *12:02 – 12:12 Letter of Support/Department of Labor for Open Range Livestock –
Blaine Jensen
- *12:12 – 12:22 Mitton Peak Estates Open Space – Jim Flint
- *12:22 – 12:32 Public Comment Period
Rules: (1) Please Speak Only Once (Maximum of 3 Minutes)
(2) Please Speak in a Courteous and Professional Manner
- *12:32 – 12:37 Warrant Register, Personnel Actions & Cell Phone Allowances – Commission

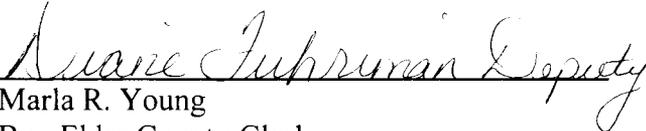
Closed Session

Adjournment

These assigned times may vary depending on length of discussion, cancellation of scheduled agenda items or agenda alteration. Therefore, the times are estimates of the agenda items to be discussed. If you have any interest in any topic, you need to be in attendance at 11:30 a.m.

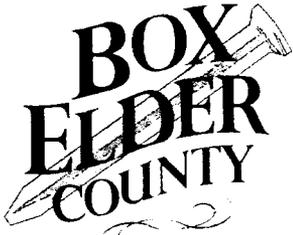
Prepared and posted this 1st day of May 2015.

Mailed to the Box Elder News Journal, the Leader, and the Standard Examiner this 1st day of May 2015.


Marla R. Young
Box Elder County Clerk

NOTE: Please turn off or silence cell phones and pagers during public meetings.

This facility is wheel chair 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 734-3347 or FAX 734-2038 for information or assistance.



COMMISSION OFFICE

Jeff Hadfield • Stan Summers • Jeff Scott
County Commissioners

COUNTY OFFICIALS
Stan Summers, COMMISSIONER
Jeff Scott, COMMISSIONER
Jeff Hadfield, COMMISSIONER
Rodney D. Bennett, ASSESSOR
Stephen R. Hadfield, ATTORNEY
Tom Kotter, AUDITOR
Marla R. Young, CLERK
Kevin R. Christensen, JUSTICE COURT JUDGE
Chad Montgomery, RECORDER
Kevin Potter, SHERIFF
Shaun Thornley, TREASURER

May 6, 2015

Utah Quality Growth Commission
Attention: John Bennett
Governor's Office of Management and Budget
Utah State Capitol
Suite 150 – P.O. Box 132210
Salt Lake City, Utah 84114-2210

Dear Commission Members:

We are writing in support of The Nature Conservancy's request for LeRay McAllister Critical Land Conservation funds for four proposed conservation easements in Box Elder and Tooele Counties (Grouse Creek – Della Ranches, Grouse Creek – Tanners, TL Bar Ranch – Della Ranches, TL Bar Ranch – Christiansen). These proposed conservation easements have already received significant funding from NRCS, the Utah Division of Wildlife Resources, and some private funding sources. The requested LeRay McAllister funds would provide the remainder of the needed matching money to fully fund all four of these conservation easements.

Perhaps more important is the benefit to other landowners as a conservation easement can be essential for passing land on to the next generation. By removing the land's development potential, the easement lowers its market value, which in turn lowers estate tax. Whether the easement is donated during life or by will, it can make a critical difference in the heirs' ability to keep the land intact.

In addition, all of these proposed easements provide important habitat for greater sage-grouse, and are located in Sage-grouse Management Areas (SGMAs) as identified in the State's *Conservation Plan for Greater Sage-grouse in Utah* (Plan). An important objective in the Plan is to protect 10,000 acres of sage-grouse habitat annually in SGMAs through conservation easements. These four easements will total 5,872 acres which is significant progress toward this critical objective because of the impending Endangered Species Act listing decision for the species this fall.

These easements will provide a benefit to other species including elk, deer, and migratory birds. We are appreciative of programs like this that are available to improve the quality of life for all. Thank you for your consideration of funding The Nature Conservancy's request.

Sincerely,


Stan Summers, Chair
County Commission


Jeff Scott
Commissioner


Jeff Hadfield
Commissioner

AZZ#2

RESOLUTION NO. 15-02

A RESOLUTION OF BOX ELDER COUNTY APPROVING AND ADOPTING CORPORATE SURETY BOND AMOUNTS FOR SOLICITORS AS REQUIRED BY SECTION 4.060 OF THE BOX ELDER COUNTY BUSINESS LICENSE ORDINANCE.

WHEREAS, Box Elder County has recently amended and updated the Box Elder County Business License Ordinance; and

WHEREAS, Section 4.060 of the ordinance requires a corporate surety bond of all those applying for a Solicitor's license, which corporate surety bond is to be "in the amount as set by resolution of the County Commission"; and

WHEREAS, the Box Elder County Commission has determined that the appropriate corporate surety bond to require of those possessing a Solicitor's license to engage in soliciting in Box Elder County would be a "License Bond" which would insure each licensee's compliance with all of the requirements of the business license ordinance and could be drawn on to protect the public in the event of a licensee's violation of the business license ordinance; and

WHEREAS, the Box Elder County Commission has further determined that the amount of Fifteen Thousand Dollars (\$15,000.00) is the reasonable and proper amount for the License Bond to be required of those possessing Solicitor's licenses within Box Elder County, in that this amount is not cost prohibitive to those applying for Solicitor's licenses and this amount should also provide reasonable protection to the residents of Box Elder County; and

WHEREAS, the Box Elder County Commission finds and determines that requiring a License Bond in the amount of Fifteen Thousand Dollars (\$15,000.00) for each individual licensee who possesses a Solicitor's license issued by Box Elder County is appropriate and in the best interests of the residents of Box Elder County and will promote the safety, health, morals and general welfare of the residents of Box Elder County;

NOW THEREFORE, BE IT RESOLVED by the County Legislative Body of Box Elder County, State of Utah, with 3 members present and 3 members voting in favor thereof, that a License Bond in the amount of Fifteen Thousand Dollars (\$15,000.00), issued by a corporate surety in good standing and duly authorized and licensed to conduct business within the State of Utah, shall be required of each licensee issued a Solicitor's license pursuant to the Box Elder County Business License Ordinance.

A77 #3

ADOPTED AND APPROVED in regular session of the Box Elder County Commission
this 6th day of May 2015.

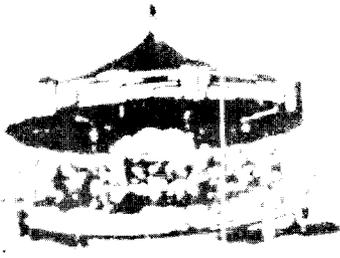


A handwritten signature in black ink, appearing to read "Stan Summers".

Stan Summers, Chairman
Box Elder County Commission

A handwritten signature in black ink, appearing to read "Marla Young".

Marla Young, Box Elder County Clerk



City of Fun CARNIVAL, INC.

AGREEMENT

Agreement made by and between Box Elder County (hereinafter referred to as "BEC") and City of Fun Carnival, Inc. (hereinafter referred to as COFC) for COFC to provide the exclusive carnival midway during the Box Elder County Fair on August 2016, 2017 AND 2018

1. BEC shall provide a suitable location for carnival midway, agreeable to both parties.
2. COFC shall retain the rights to have the exclusive right to all rides, carnival games, cotton candy, hot dog on stick and candy apples on the Fairgrounds located in Tremonton, Utah.
 - a. COFC shall not operate a ride, attraction or game that BEC deems immoral, illegal, inappropriate, unsafe or otherwise objectionable. BEC shall have the authority to appoint a representative to immediately close any ride, attraction or game that BEC deems objectionable. No gambling booths, freak side shows or freak animal acts will be allowed as part of the carnival midway.
 - b. Each game shall clearly display the cost to play the game and the playing instructions and rules for the game. The instructions must indicate the size and quality of prizes to be offered in each category of win.
3. COFC shall, at COFC's sole expense, maintain a policy of comprehensive commercial liability insurance insuring BEC's interest against claims for personal injury, bodily injury, death and property damage arising out of COFC's operation of the Carnival Midway and required duties under this Agreement, covering personal injury liability, bodily injury liability and property damage liability of not less than Two Million Dollars (\$2,000,000.00) per occurrence and Four Million Dollars (\$4,000,000.00) in the aggregate. Such insurance shall provide coverage for premises operation, acts of independent contractors and completed operations during the Carnival Midway. The operation of the Carnival Midway includes the dates of set up, scheduled operation, take down and clean-up. BEC must be endorsed as an additional insured on such policy. COFC shall provide BEC a current Certificate of Insurance evidencing COFC's compliance with this paragraph.
 - a. COFC shall release, hold harmless, indemnify and defend BEC its officers, directors, employees and volunteers against any and all claims, lawsuits, demands, damages, loss of service, actions and courses of actions, or awards, including but not limited to general liability, errors and omissions liability, arising out of directly or indirectly, the negligent performance or any negligent omission of the Service Provider in performing the services described. Such indemnification to include any and all fees (including reasonable attorney's fees), costs and other expenses reasonable incurred by or behalf of the above referenced

AZZ #4

AGREEMENT

Agreement made by and between Box Elder County (hereinafter referred to as "BEC") and City of Fun Carnival, Inc. (hereinafter referred to as COFC) for COFC to provide the exclusive carnival midway during the Box Elder County Fair on August 2016, 2017 AND 2018

1. BEC shall provide a suitable location for carnival midway, agreeable to both parties.
2. COFC shall retain the rights to have the exclusive right to all rides, carnival games, cotton candy, hot dog on stick and candy apples on the Fairgrounds located in Tremonton, Utah.
 - a. COFC shall not operate a ride, attraction or game that BEC deems immoral, illegal, inappropriate, unsafe or otherwise objectionable. BEC shall have the authority to appoint a representative to immediately close any ride, attraction or game that BEC deems objectionable. No gambling booths, freak side shows or freak animal acts will be allowed as part of the carnival midway.
 - b. Each game shall clearly display the cost to play the game and the playing instructions and rules for the game. The instructions must indicate the size and quality of prizes to be offered in each category of win.
3. COFC shall, at COFC's sole expense, maintain a policy of comprehensive commercial liability insurance insuring BEC's interest against claims for personal injury, bodily injury, death and property damage arising out of COFC's operation of the Carnival Midway and required duties under this Agreement, covering personal injury liability, bodily injury liability and property damage liability of not less than Two Million Dollars (\$2,000,000.00) per occurrence and Four Million Dollars (\$4,000,000.00) in the aggregate. Such insurance shall provide coverage for premises operation, acts of independent contractors and completed operations during the Carnival Midway. The operation of the Carnival Midway includes the dates of set up, scheduled operation, take down and clean-up. BEC must be endorsed as an additional insured on such policy. COFC shall provide BEC a current Certificate of Insurance evidencing COFC's compliance with this paragraph.
 - a. COFC shall release, hold harmless, indemnify and defend BEC its officers, directors, employees and volunteers against any and all claims, lawsuits, demands, damages, loss of service, actions and courses of actions, or awards, including but not limited to general liability, errors and omissions liability, arising out of directly or indirectly, the negligent performance or any negligent omission of the Service Provider in performing the services described. Such indemnification to include any and all fees (including reasonable attorney's fees), costs and other expenses reasonable incurred by or behalf of the above referenced

- pageants and investigation of or defense against any such claims, lawsuits demands, actions or courses of actions.
- b. In the event a legal action is instituted by reason of breach of Carnival Contract, the party whose favor final judgment is entered shall be entitled to recover from the other parties reasonable attorney's fees as fixed by the court entering the final judgment.
 - c. COFC has copies of all ride inspections done by both employees and certified ride inspectors. All service notices, work orders, safety inspections and repairs by authorized personnel or Companies are kept onsite in COFC office.
4. COFC shall require all of its employees and representatives to be professionally and modestly dressed in standardized uniform. All employees wear name tags identifying them as COFC employees. Employees are covered with Arizona and Utah Workers Compensation. All personnel records are kept in COFC office and are available to law enforcement at any time. All H2B workers information, passports and work visas, are on record in COFC office. All employees are required to leave the midway to smoke. Alcohol and drugs are not permitted and drug testing is done on all employees.
 5. BEC shall do the following:
 - a. Supply the grounds for the carnival midway
 - b. Obtain all necessary mass gathering permits required by County. COFC shall secure their own permits for their food trailers as required by BEC Health Department.
 - c. Grant any business license necessary for COFC to operate without charging the normal business or other license fee
 - d. Obtain and pay for all necessary portable restrooms, "roll-off" trash dumpsters and trash cans and trash removal to service the Carnival Midway patrons.
 - e. Provide potable water hook-ups for carnival concessions and access to grey water disposal.
 - f. BEC shall see to it that no other carnival shows in the City of Tremonton, Utah 60 days prior to above dates.
 6. COFC shall pay to BEC the sum of ^{Twenty}~~Fifteen~~ Thousand Dollars (\$20,000.00) for each contracted year. Sum to be paid to BEC representative by Saturday _____s
 7. COFC shall leave the area in similar condition as received. Employees will keep midway area cleaned-up daily.

Box Elder County Approved Designee

BY: _____

City of Carnival, Inc. Approved Designee

BY: _____

STARTING IN 2015 WE WOULD ALSO LIKE TO START SOME DIFFERENT SPECIALS TO HELP GENERATE MORE ATTENDENCE DURING THE AFTERNOONS.

1. WEDNESDAY HAS BEEN AND WILL REMAIN ONE TICKET DAY, ALL RIDES TAKING ONLY ONE TICKET PER PERSON PER RIDE
2. ON THURSDAY STARTING AT 1PM UNTIL 5PM HAVE BUDDY DAY. BUY ONE WRISTBAND AND YOUR BUDDY RECEIVES A FREE WRISTBAND. BOTH PEOPLE MUST BE PRESENT AT TIME OF PURCHASE. BANDS GOOD UNTIL CLOSING 11PM BUT MUST BE PURCHASED BEFORE 5PM
3. FRIDAY FOOD DONATION DAY
BRING A CAN OF FOOD FOR \$5 OFF THE PURCHASE OF 20 TICKETS FOR \$20 OR \$5 OFF THE PURCHASE OF 1 WRISTBAND FOR \$25. SALES FROM 1PM TO 5PM. ONE PURCHASE PER PERSON
4. WE WOULD BE WILLING TO INCREASE THE RENT THIS YEAR IN 2015 TO THE \$20,000.00 UPON THE SIGNING OF THE NEW CONTRACT FOR 2016, 2017 AND 2018.
5. ALSO EMPHASIS THE NEW RIDE AND THE NEW GAMES WE ARE BRINGING

STANDARD COOPERATIVE AGREEMENT
FOR UTAH STATE UNIVERSITY
EXTENSION EDUCATIONAL WORK - 2015

#15-11

This cooperative agreement between Box Elder County ("County") and Utah State University, Cooperative Extension Service ("USU Extension"), for the purpose of establishing a partnership between the citizens of Utah residing in said county and Utah State University.

Whereas, Utah State University is the land-grant university in the state of Utah, as authorized by the federal Morrill Acts of 1862 and 1890 (7 U.S.C. §§301-308 and U.S.C. §§321-329), and

Whereas, the federal Smith-Lever Act of 1914 (7 U.S.C. §§341-349) established Cooperative Extension work, a partnership of the U.S. Department of Agriculture and the land-grant universities, and

Whereas, the Utah Legislature has established an agricultural extension service at Utah State University (U.C.A. §53B-18-201) and has enabled the various counties within the state of Utah to become a third legal partner in the educational endeavor of cooperative extension work, namely:

Utah State University "may enter into cooperative contracts with the United States Department of Agriculture, county or city officers, private or public organizations, corporations, and individuals, to share the expense of establishing and maintaining an agricultural extension service. The county legislative body of each county may provide sufficient funds to ensure that the agricultural extension service functions properly in its county." (U.C.A. §53B-18-202), and

Whereas, Utah State University has organized its agricultural extension service as follows:

(a) Extension county faculty who directly serve in specific counties; (b) Extension county directors, who direct the services within a specific county and supervise county support staff and Extension Educators; (c) Extension regional directors, who manage the services for a multi-county area; and supervise all county based faculty (d) the Utah State University Vice President for Extension, and on-campus staff, who oversee the entire program.

Therefore, USU Extension and the County agree as follows:

1. This cooperative agreement is be for the period beginning **January 1, 2015** and ending **December 31, 2015**. USU Extension and the County have had a long-standing relationship concerning extension educational work and anticipate that this cooperative agreement will be renewed annually. If this cooperative agreement is renewed, USU Extension and the County may review specific program objectives for the extension educational work in the future and evaluate past accomplishments.

2. USU Extension shall appoint and fund one or more extension faculty to perform extension educational work within the county and shall appoint one extension faculty to act as the Extension County Director for the county. (These appointments shall be satisfactory to both parties.) Additional faculty shall be funded by USU Extension, the County or a combination of USU and the County as is mutually agreed. The extension faculty shall be university employees whose employment is governed by Utah State University policies and procedures.

3. The County provides support staff for the extension faculty, e.g. secretary, program assistant, volunteer leaders, office manager, office specialist, etc. (If these employees are County employees, as such, these employees are governed by the County Office of Personnel Management Rules and Regulations and other administrative county policies. These employees shall be satisfactory to both parties. Furthermore, the County provides for these employees and other budgeted items as set forth and described in paragraph 10 below.)

4. The County provides adequate office, furnishings, and other facilities for the county faculty and support staff. USU Extension shall not remove any furnishings from the office and shall return the same to the County, together with any equipment, supplies, etc. provided under the following paragraph, upon the termination of this cooperative agreement. Each party shall maintain separate ownership and control over any personal property purchased or used in the performance of this cooperative agreement.

5. The County provides in its annual budget for the extension county office. The financial support includes, but is not limited to, support staff, telephone service, office equipment, supplies, travel expenses, staff in-service training, etc. The total budget authorized for the period stated in paragraph 1 above is \$179,300.00, however this Agreement does not require the payment of any funds to USU. Any direct payments to USU are provided in separate specific contracts. The total dollar amount of the operating budget shall not be exceeded without the prior written consent of the County. A summary of the budget items and anticipated expenditures are stated in paragraph 10 below. The County may subdivide the budgeted items listed in the summary to conform to the County's system of account titles.

6. USU Extension shall provide and administer extension educational work within the county which is directed at improving the quality of life for people in the county, enhancing economic opportunity within the county, and sustaining the natural resources of the county. Educational activities, field days, local leadership development, training schools, etc., are part of the extension educational work and expenses for such are acceptable for reimbursement from the operating budget provided by the County.

7. The Extension County Director, with the advice and consent of the Extension Regional Director shall directly supervise all extension educational work, the operating budget, and the support staff.

a. The Extension educational work and related program activities shall help the residents of the county analyze their problems, develop solutions, and thereby attain a richer and more satisfying life. The Extension educational work and program activities shall be designed to render effective educational service and to stay within the total dollar amount of the operating budget (stated in paragraph 5 above).

b. The Extension County Director shall manage the operating budget in accordance with County fiscal policies and accepted accounting practices. Flexibility between categories is allowed and adjustments may be made within budget categories for efficient program emphasis and financial management. Reimbursement or purchasing requests for budgeted expenditures shall be submitted to the County in accordance with County procedures. Extension faculty and support staff shall keep accurate and detailed records of expenses incurred in accordance with county fiscal procedures.

c. The Extension County Director shall supervise the support staff, employed by the County, in accordance with County personnel policies and procedures, and any support staff employed directly by the university in accordance with Utah State University policies and procedures.

8. USU Extension and the County shall provide program services within the Extension education work to all segments of the County's population without discrimination on the basis of race, color, sex, age, disability, religion, or national origin.

9. USU Extension and County are governmental entities under the "Utah Governmental Immunity Act." Consistent with the terms of that Act, it is mutually agreed that each party is responsible and liable for its own wrongful or negligent acts which it commits or which are committed by its agents, officials or employees. USU Extension further agrees to be responsible for any wrongful or negligent act committed by any County support staff assigned to and supervised by USU Extension while acting under the direction of USU Extension. Neither party intends to waive any defenses or limits of liability otherwise available under the Governmental Immunity Act.

10. Summary of the budget items and anticipated expenditures:

ACCOUNT NUMBER	ACCOUNT TITLE	2015 Adopted Budget
10-4610-23100	Travel - Mileage, Meals, Lodging, Registration	\$2,500
10-4610-23111	Agronomy/4-H Agent	\$6,000
10-4610-23112	Family & Consumer Science/4- Agent	\$6,000
10-4610-23113	Livestock/4-H Agent	\$6,000
10-4610-23114	Assistants	\$5,500
10-4610-24100	Office Supplies	\$4,200
10-4610-25100	Supplies And Maintenance	\$0
10-4610-25400	Copier Service Contract, Supplies,	\$2,500
10-4610-28100	Telephone	\$2,500
10-4610-31100	Contract Labor – USU	\$132,000
10-4610-31130	Professional- Agronomy Agent- Dues, Books, etc.	\$150
10-4610-31131	Professional- FCS Agent - Dues, Books, etc.	\$150
10-4610-31132	Professional- Livestock Agent - Dues, Books, etc.	\$150
10-4610-31133	Professional- Assistants - Dues, Books, etc.	\$150
10-4610-33121	4-H Leadermete	\$200
10-4610-33123	Adventure Camp, Jr. Youth Conf.	\$900
10-4610-33124	4-H Contests	\$800
10-4610-33125	4-H Achievement Night	\$900
10-4610-33200	EFNEP	\$1,900
10-4610-33222	Teen Leadership Training	\$800
10-4610-61100	Misc. Supplies	\$1,000
10-4610-61111	Agronomy/4-H Agent	\$1,000
10-4610-61112	Family & Consumer Science/4-H Agent	\$400
10-4610-61113	Livestock/4-H Agent	\$600
10-4610-61115	4-H Supplies	\$1,000
10-4610-61116	USU Extension Newsletter	\$1,000
10-4610-74101	Equipment Under 5,000	\$1,000
TOTAL BUDGET		\$179,300

ATTEST: County Clerk (if required)

By: _____
(Clerk/Deputy)

Date: _____

(Approved as to form and compatibility with the laws of the STATE of UTAH)

By: _____
County Attorney/Deputy

Date: _____

COUNTY COMMISSIONERS:

By: _____
Chairman

Date: _____

USU Extension:



By: _____
Extension County Director

Date: 4/22/15

By: _____
Vice President for Extension

Date: _____

**COOPERATIVE AGREEMENT
BETWEEN
UTAH STATE UNIVERSITY AND BOX ELDER COUNTY**

#15-12

This COOPERATIVE AGREEMENT is entered into by and between UTAH STATE UNIVERSITY, hereinafter referred to as "University", and BOX ELDER COUNTY, hereinafter referred to as "County".

R E C I T A L S

WHEREAS, University and County have cooperated and worked together for several years to provide Utah State University Extension services to the residents of Box Elder County; and

WHEREAS, pursuant to existing cooperative agreements between University and County, County has been providing to University the funding for three (3) University employees and their positions to work on behalf of University in the providing of Utah State University Extension services to the residents of Box Elder County; and

WHEREAS, University is willing to continue to provide said employees and positions which shall consist of two (2) full time Staff Assistants and one (1) part time 4-H Youth Coordinator, and County is willing to provide funding to University for the payment of said employees and positions; and

WHEREAS, University and County are desirous of reducing their agreement to writing;

NOW THEREFORE, based upon the above recitals and the consideration set forth herein, University and County do hereby agree as follows:

- A. Obligations of University. In connection with the provision of Utah State University Extension services to the residents of Box Elder County, University shall:
1. Continue to maintain and provide two (2) full time Staff Assistants and one (1) part-time 4-H Youth Coordinator, together with complete job descriptions for each position, for the purpose of providing Utah State University Extension services to the residents of Box Elder County. These positions shall, where otherwise qualified, be allowed to participate in the Utah State University staff benefit program (life insurance, health insurance, retirement benefits, etc.).
 2. Assume full and complete responsibility for and provide adequate supervision for each of these positions to ensure compliance with the job descriptions for each position.

A11 #5

3. As with all other employees of University, require that the employee in each of these positions complies with all applicable policies and procedures of Utah State University.
4. Assume all duties and responsibilities of an employer with respect to these three (3) positions.
5. Indemnify and hold County harmless from any and all employer/employee liability with respect to these three (3) positions.
6. Provide a quarterly invoice to County for the total cost of each of these positions (100% of direct salary plus benefits for the Staff Assistant positions and 80% of direct salary plus designated benefits for the 4-H Youth Coordinator position).
7. Cooperate with County in all aspects of the administration of the Utah State University Extension program.
8. Address any and all concerns which County may have with the performance of any employee holding any of these three (3) positions, and take appropriate action to address the County's concerns, including replacement of the employee if necessary.

B. Obligations of County. In connection with the provision of Utah State University Extension services to the residents of Box Elder County, County shall:

1. For the period of January 1, 2015 through December 31, 2015 make estimated payments to the University, in quarterly installments, in the sum of One Hundred Thirty-Two Thousand Dollars (\$132,000.00) for the Staff Assistant positions and the 4-H Youth Coordinator position. These amounts represent 100% of the direct salary plus benefits for the Staff Assistant positions and 80% of the direct salary plus designated benefits for the 4-H Youth Coordinator position.
2. Have no liability or responsibility for the supervision, direction and/or conduct of the employees occupying these three (3) positions.
3. Cooperate with University in all aspects of the administration of the Utah State University Extension services.
4. The County will consider making funds available for future salary increases. These increases will be considered based on the increases provided to other Utah State University employees.

C. Interlocal Cooperative Agreement. This Agreement is between two public agencies and therefore falls under the parameters of Utah Interlocal Cooperation Act contained in §11-13-101 through §11-13-314 of the Utah Code. Accordingly, the following provisions apply:

1. The duration of this Agreement shall be for a term of one (1) year from January 1, 2015 through December 31, 2015.
2. No independent interlocal entity is created by this Agreement, and no property shall be acquired as a result of this Agreement.
3. The purpose of this Agreement is to facilitate the provision of Utah State University Extension services to the residents of Box Elder County.

