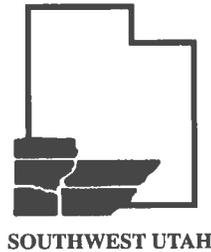


Five County Association of Governments

1070 West 1600 South, Building B
St. George, Utah 84770

Fax (435) 673-3540



Post Office Box 1550
St. George, Utah 84771

Office (435) 673-3548

**** M E M O R A N D U M ****

TO: FINANCE COMMITTEE MEMBERS

FROM: COMMISSIONER MIKE DALTON, CHAIR

DATE: OCTOBER 5, 2016

SUBJECT: FINANCE COMMITTEE MEETING

A meeting of the Finance Committee is scheduled for **Wednesday, October 12, 2016 beginning at 1:00 p.m.**

The meeting will be held at the Heritage Center, Commission Room, located at 105 N. 100 E., Cedar City, Utah.

The attached materials are provided to assist you in preparing for our meeting. Please review the materials and address any questions or concerns to Bryan D. Thiriot. This will allow time to research your questions or concerns prior to the Finance Committee meeting.

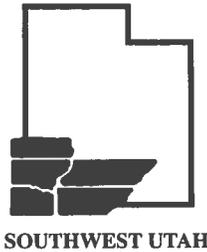
I look forward to meeting with you in Cedar City at 1:00 p.m.

BDT:GZ
Enclosures

Five County Association of Governments

1070 West 1600 South, Building B
St. George, Utah 84770

Fax (435) 673-3540



Post Office Box 1550
St. George, Utah 84771

Office (435) 673-3548

**** AGENDA ****

**FINANCE COMMITTEE MEETING
WEDNESDAY, OCTOBER 12, 2016 - 1:00 P.M.**

**MEETING LOCATION:
HERITAGE CENTER, COMMISSION ROOM
105 N. 100 E., CEDAR CITY, UTAH**

(PLEASE NOTE MEETING LOCATION AND TIME)

PLEDGE OF ALLEGIANCE

- I. MINUTES OF AUGUST 10, 2016 - REVIEW AND APPROVE**
- II. UTAH STATE DIVISION OF FORESTRY WILDFIRE PLANNING COOPERATIVE AGREEMENTS**
- III. DIXIE RESOURCE ADVISORY COMMITTEE (RAC) APPOINTMENT OF BRYAN D. THIRIOT**
- IV. PAY FOR PERFORMANCE - RECOMMENDATION FOR CLINT COTTAM, CAP DIRECTOR**
- V. COUNTY NATURAL RESOURCES MANAGEMENT PLANS UPDATE/DISCUSSION**
- VI. OTHER BUSINESS**

Equal Opportunity Employer/Program

Auxiliary aids and services are available upon request to individuals with disabilities by calling 435-673-3548. Individuals with speech and/or hearing impairments may call the Relay Utah by dialing 711. Spanish Relay Utah: 1-888-346-3162

MINUTES

FINANCE COMMITTEE MEETING

August 10, 2016 - 12:30 p.m.

Garfield County Courthouse, Upstairs Conference Room
55 South Main Street, Panguitch, Utah

MEMBERS IN ATTENDANCE

Commissioner Mike Dalton, Chair
Commissioner Leland Pollock for
Commissioner Dell LeFevre, Vice-Chair
Commissioner Dale Brinkerhoff
Commissioner Jim Matson
Commissioner Victor Iverson

REPRESENTING

Beaver County Commissioner Representative
Garfield County Commissioner Representative

Iron County Commissioner Representative
Kane County Commissioner Representative
Washington County Commissioner

OTHERS IN ATTENDANCE

Bryan Thiriot
Nate Wiberg

Five County Association of Governments
Five County Association of Governments

Commissioner Mike Dalton, Chair, called the meeting to order at approximately 1:15 p.m. and welcomed those in attendance. It was noted that a quorum was present to conduct business.

I. MINUTES - REVIEW AND APPROVE - JUNE 8, 2016

Commissioner Mike Dalton presented minutes of the June 8, 2016 meeting for discussion and approval.

MOTION WAS MADE BY COMMISSIONER JIM MATSON, SECONDED BY COMMISSIONER LELAND POLLOCK, TO APPROVE MINUTES OF THE JUNE 8, 2016 MEETING AS PRESENTED. MOTION CARRIED BY UNANIMOUS VOTE.

II. UTAH STATE DIVISION OF FORESTRY WILDFIRE PLANNING UPDATE

Mr. Bryan Thiriot reported that Mr. Ron Wilson, State Division of Forestry, Fire and State Lands, provided a Cooperative Agreement for use in moving forward with a three year agreement to engage a fire planner at the Five County Association of Governments. He read the purpose of the agreement which is to provide consultation services and to develop community fire plans intended to identify potential emergency conditions in a defined area including defined procedures that are to be followed to eliminate loss of life as well as property damage. Copies of the agreement and a job description for this proposed position were forwarded to Finance Committee members via email prior to today's meeting for review. Mr. Thiriot asked commissioners to provide input from the individual county meetings and instructions to staff on how to proceed. The proposal includes a \$75,000 budgeted amount from the Utah Division of Forestry, Fire and State Lands to pay for the Community Fire Planner for the first year. Quarterly payments in the amount of \$18,750 will be provided to the Five County AOG. County participation amounts would be collected for the second and third year of the contract in the amount of \$15,000 from each county.

Representatives from each of the counties indicated that their commissions have approved moving forward with the position and payments of \$15,000 for the subsequent two years of the contract. Commissioner Dale Brinkerhoff indicated that Iron County is in agreement providing that the position sunset in the three year period. Mr. Thiriot asked for authorization to advertise the position and for each county to enter into an agreement with the Five County AOG to formalize their funding commitment.

MOTION WAS MADE BY COMMISSIONER DALE BRINKERHOFF, SECONDED BY COMMISSIONER JIM MATSON, TO APPROVE ENTERING INTO THE COOPERATIVE AGREEMENT BETWEEN THE UTAH STATE DIVISION OF FORESTRY, FIRE AND STATE LANDS AND THE FIVE COUNTY ASSOCIATION OF GOVERNMENTS TO HIRE A COMMUNITY FIRE PLANNER, WITH THE STIPULATION OF A THREE YEAR SUNSET TO THE POSITION. MOTION CARRIED BY UNANIMOUS VOTE.

Mr. Bryan Thiriot will provide agreements for execution between the Five County Association of Governments and each of the five counties.

III. WEATHERIZATION PROGRAM MONITORING REPORT

Mr. Bryan Thiriot indicated that the state of Utah conducted a monitoring visit for the Weatherization Program. Copies of the letter were included in the meeting packet. He reviewed areas monitored and areas in need of improvement and/or attention. Client intake procedures did not require any improvement, but client files will need additional attention in order to organize information adequately. Past performance in this particular area has always been up to expectations. Mr. Thiriot explained that this can be directly related to staff trying to balance intake and other responsibilities that have been required over the past year. The report indicates that energy audits are unstable and that staff is lacking in experience which can be related to the fact that the employee who was performing the audits resigned. The current employee assigned to perform the audits is becoming more stable and things are improving. The report also outlines field work opportunities for improvement. The purchasing procedures and inventory controls were reviewed and no issues were presented. State staff noted room for improvement on final inspections. The report notes that the past year was very challenging. Improvement is also needed with contract management and in administrative areas. Mr. Thiriot referenced Mr. Carpenter's conclusion on page nine that the program is recovering from it's challenges and working to get back to the previous level of operation. Page ten of the packet contains a current listing of employees working with the weatherization program as follows: **1) Housing Rehab Program Director-- Doug Carlson; 2) Operations Manager-- Danna Alvey; 3) Inventory Control Specialist/Quality Control Inspector-- Scott Bolander; 4) HVAC Technician-- Tyrel Bundy; 5) Weatherization Technician-- Jason Dickerson; 6) Weatherization Field Supervisor-- James Endter; and 7) Weatherization Energy Auditor-- Joshua Weaver.** At this time no additional employees are required. Mr. Thiriot explained that the energy technicians work in the field installing insulation and performing other required work on the homes. Commissioner Mike Dalton noted that minutes should reflect that the Finance Committee members reviewed the monitoring report for the Weatherization Program and that Mr. Bryan Thiriot assures the committee that the next monitoring report will be much better. It was noted that Mr. Doug Carlson has retained the director position and that he is working out of the St. George office.

IV. PAY FOR PERFORMANCE RECOMMENDATION

Mr. Bryan Thiriot reference information provided to committee members recommending that Nathan Wiberg receive a pay for performance salary increase. Nathan was hired at an entry level rate beginning in January 2016. He has a skill set that merits compensation for his work performance to date. He has taken the lead with very minimal supervision to write the Hazard Mitigation Plan for all of the five counties. It is anticipated that the plan will be formally adopted by all of the communities between October and the end of 2016.

MOTION WAS MADE BY COMMISSIONER JIM MATSON, SECONDED BY COMMISSIONER VICTOR IVERSON, TO ACCEPT THE EXECUTIVE DIRECTOR'S RECOMMENDATION TO APPROVE A PAY FOR PERFORMANCE INCREASE OF \$110.00 PER MONTH BEGINNING JULY 2016 FOR NATHAN WIBERG. MOTION CARRIED BY UNANIMOUS VOTE.

V. COUNTY RESOURCE MANAGEMENT PLANS

Mr. Bryan Thiriot questioned a bill received from Wildland Ecosystem Specialists for work with the pinyon, juniper and sagebrush. Information is included in the meeting packet beginning on page 12. He explained that this group is attempting to enter into contract with Utah State University and another professor to perform the GIS work for counties. The Six County AOG is not willing to pay this group until they have met with every county. Commissioner Jim Matson explained that the contract with other individuals stipulated that other consultants would be performing work under the auspices of their contract. Work has progressed to the point where they need to assure that these other individuals will be able to receive compensation under their contract. This is a necessary component of being able to complete the county resource management plans on a timely basis. He further explained that this component is necessary in order for work to progress on the county plans. Deliverables need to be provided on a timely basis to meet requirements set in place for completion of the plans. It is important that the field work is completed before winter. He noted that the Six County issue with deliverable requirements needs to be dealt with separately, but Five County should not hold up the process. Commissioner Jim Matson recommended that the Finance Committee approve payments as requested by our contractor. Commissioner Victor Iverson agreed that a logical explanation for the invoicing has been provided. Plans are moving along quickly and the process should not be held up.

MOTION WAS MADE BY COMMISSIONER JIM MATSON, SECONDED BY COMMISSIONER LELAND POLLOCK, TO APPROVE PAYMENT UNDER THE CONTRACT AS RECENTLY INVOICED. MOTION CARRIED BY UNANIMOUS VOTE.

Mr. Bryan Thiriot referenced information provided to commissioners via email. The Six County AOG would like to schedule a meeting with the consultants and county planning staff to discuss progress on each county plan. A draft agenda was provided with the intent of making sure that both Five County and Six County are getting what they need. No date or time has been established for the meeting at this time. Commissioner Matson indicated that the meeting could be held toward the end of the month or whenever counties would like to assemble. Mr. Thiriot asked that commissioners take the information back for discussion with their counterparts and resource specialists. Commissioners were asked to provide

input back to Mr. Bryan Thiriot in terms of a potential date and location for the meeting to be held. Commissioner Dale Brinkerhoff indicated that Iron County would be happy to host the meetings at Festival Hall as this would require several rooms for the number of consultants involved in the planning process. The Festival Hall would provide much better facilities for this type of meeting. Mr. Thiriot will submit this location recommendation to Six County for consideration. It is important at this point to collect input and discuss missing and/or moving parts of the plans. Commissioner Jim Matson reported that PLPCO is recommending the Mike Hansen and Shannon Elsworth work with counties that need writing capability. It was noted that Kane County, Washington County, Garfield and Paiute counties all have their own writing staff. Information will be forwarded to counties as the date and location are confirmed. Commissioner Jim Matson indicated that Five County AOG staff will need to take a more proactive role to coordinate between counties from this point forward. He also suggested that even if Six County drags their feet, Five County needs to move forward to schedule meetings with each of the consultants.

VI. CLOSED SESSION

Commissioner Mike Dalton entertained a motion to enter into a closed session.

MOTION WAS MADE BY COMMISSIONER DALE BRINKERHOFF, SECONDED BY COMMISSIONER VICTOR IVERSON, TO ENTER INTO A CLOSED SESSION FOR THE PURPOSE OF DISCUSSING THE CHARACTER, PROFESSIONAL COMPETENCE, OR PHYSICAL OR MENTAL HEALTH OF AN INDIVIDUAL IN ACCORDANCE WITH UTAH CODE 52-4 ET. SEQ. 6. Commissioner Mike Dalton, Commissioner Leland Pollock, Commissioner Dale Brinkerhoff, Commissioner Jim Matson, and Commissioner Victor Iverson all voted affirmatively. MOTION CARRIED BY UNANIMOUS VOTE.

MOTION WAS MADE BY COMMISSIONER DALE BRINKERHOFF, SECONDED BY COMMISSIONER LELAND POLLOCK, TO COME OUT OF CLOSED SESSION. Commissioner Mike Dalton, Commissioner Leland Pollock, Commissioner Dale Brinkerhoff, Commissioner Jim Matson, and Commissioner Victor Iverson all voted affirmatively. MOTION CARRIED BY UNANIMOUS VOTE.

VII. OTHER BUSINESS

Members requested that future Finance Committee meetings begin at 1:00 p.m. and Steering Committee meetings at 2:30 p.m.

Being no other business, the meeting adjourned at 1:55 p.m.

AGENDA ITEM # II.

MEMORANDUM OF AGREEMENT

THIS AGREEMENT is made and entered into on the 1st day of October, 2016, by and between the Five County Association of Governments, hereinafter designated as "FCAOG", and Beaver County, Garfield County, Iron County, Kane County, and Washington County, for the purpose of funding and assigning administration duties for Community Fire Planning to the FCAOG.

A. WITNESSETH:

WHEREAS, FCAOG has been duly constituted under the authority of Title 11, Chapter 13, Utah Code Annotated, 1953, as amended (the Inter-local Cooperation Act), and pursuant to Section 3, Executive Order of the Governor of the State of Utah, dated 27 May 1970, with the authority to enter into this agreement and act on behalf of its constituent agencies, and

WHEREAS, the FCAOG represents that it was formally established in 1972 under the provisions of the Inter-local Cooperation Act of 1965, and the Association serves as an official Economic Development District, and

WHEREAS, the FCAOG has the capability to assist communities and administer funds made available through the National Fire Plan (NFP), National Cohesive Strategy (NCS) and the Utah Catastrophic Wildfire Reduction Strategy Plan, and

WHEREAS, it is in the best interests of the State of Utah, Beaver County, Garfield County, Iron County, Kane County, Washington County, and local communities to take action to reduce the threat of devastating fires and reduce threats of same;

NOW, THEREFORE BE IT RESOLVED, that the parties hereto, the FCAOG and Beaver County, Garfield County, Iron County, Kane County, Washington County, do mutually resolve and agree as follows:

B. PURPOSE

This agreement is to utilize the professional services of the FCAOG to provide consultation services to develop local Community Fire Plans intended to identify potential emergency conditions in a defined area and prescribe procedures to be followed to eliminate loss of life and minimize property damage. This agreement also provides an understanding between the parties for assigning funding and responsibilities to conduct these community fire planning efforts within the Five County AOG Area.

C. GOALS

1. To work cooperatively in a comprehensive manner, to encourage fire-wise activities within the private lands of Beaver, Garfield, Iron, Kane and Washington Counties.
2. To utilize and share expertise between the respective cooperators for revising and/or creating community fire plans.

AGENDA ITEM # II. (Continued)

3. Motivate private landowners to identify hazardous fuel reduction areas and provide permission forms to allow Utah Division of Forestry, Fire & State Lands (FFSL) to mitigate the fire hazard.
4. In order to achieve the purpose and goals stated above, the FCAOG and FFSL agree to work collaboratively with each other, and to work with all other appropriate public and private agencies, organizations or individuals. Recognizing that these groups have different responsibilities and missions, this agreement promotes, whenever feasible, efforts to: coordinate data collection, surveys, share resource expertise, develop essential plans to direct hazard fuel reduction, and identify potential sources of funding to support projects initiated under this agreement.

D. OBJECTIVES

In recognition of the preceding conditions and limitations of each party's authority, the parties Agree to coordinate the projects and programs in a manner consistent with the respected responsibilities and authorities as governed by the State of Utah, individual counties and FCAOG Articles of Incorporation and Bylaws. The parties agree to work together to achieve maximum benefits from available resources, reduce duplication of efforts where possible, and achieve maximum effectiveness between the parties in the use of funds and personnel.

E. RESPONSIBILITIES AND PROCEDURES

1. Mutual Understanding

- a) Whenever possible, include other parties in data collection efforts, recommend best practices and potential solutions in decisions made.
- b) Inform each other, as far in advance as possible, of anticipated plans and proposed activities that might affect the other party.
- c) Make available, within legal, budgetary and personnel constraints, the training and guidance needed for performing the agreement items contained herein.
- d) Resolve controversies through alternative dispute resolution methods that are mutually acceptable. Methods may include fact-finding, mediation, and/or non-binding arbitration.

2. Beaver, Garfield, Kane, Iron, and Washington Counties agree to:

- a) Provide information/updates as appropriate to FCAOG that affect the identified projects.
- b) For each of the individual 5 counties: Beaver, Garfield, Iron, Kane and Washington: Provide funding in the amount of \$15,000.00 per year for a two year period (calendar years 2017 and 2018). The FCAOG will receive four quarterly payments of \$3,750.00 per county payable within five days of the first business day of each quarter.
- c) Provide local project coordination.
- d) Assist in identifying project areas (Approximately 43 areas existing and 12 new areas, which may include cities).
- e) Review and approve Community Fire Plans and identify fire threat reduction projects.

AGENDA ITEM # II. (Continued)

3. Five County Association of Governments agrees to:
 - a) Designate a person authorized by FCAOG to make binding decisions on its behalf as the official contact for the projects and program within this agreement. Nothing contained herein shall be construed as prohibiting direct contract between the FFSL with the communities/agencies etc. participating in projects and programs facilitated by FCAOG.
 - b) Facilitate the development or revision of community fire plans written by the communities using the FFSL recommended outline as a minimum. This plan should describe the community, wildfire hazard risks, community resources, preferred mitigation actions with identified responsible individual or group, time lines, and should include acceptance signatures of appropriate community leadership and other affected groups.
 - c) Provide electronic data in a mutually agreed format to keep FFSL linked to project activities.
 - d) Advise and direct FCAOG entities, when appropriate, to develop cooperative agreements supplemental to this agreement with participating entities in FCAOG projects and programs. FCAOG will provide copies of any such agreements to FFSL.
 - e) Advise FFSL concerning the development and/or revision of guidelines, rules and regulations affecting the projects and programs on which the parties are collaborating.
 - f) Submit quarterly expenditures and activity reports to FFSL.
 - g) Track the time and other resources provided by the planning committees, communities and other parties in the development of each fire plan. This is required to provide the minimum percent match required under this grant. Provide documented records of the match requirement for each quarterly request for payment.
 - h) Provide community fire planning assistance to those communities that have been identified by the Color Country Fuels Committee and approved by FFSL.
 - i) Provide hard copies of completed community fire plans with original signatures as they are completed.
 - j) To the fullest extent permitted by law, the FCAOG shall defend, indemnify and hold harmless FFSL, the State of Utah and the Department of Natural Resources, its agents and employees from and against all claims, damages, losses and expenses relating to, arising out of, resulting from, or alleged to have resulted out of any fire prevention or suppression activity conducted pursuant to this agreement, except in the event FFSL is alleged to be the only party liable for the alleged claims, losses, damages and expenses.

F. LIMITS

1. Amendments: This agreement may be modified only by a written amendment signed by all parties. However, if mutually agreed, the parties may enter into specific supplemental, written agreements, subject to approval by the authorized representatives of the parties, to accomplish the goals of this agreement and to carry out its terms and conditions.

AGENDA ITEM # II. (Continued)

2. Obligations: Nothing herein shall be considered as obligating the parties to expend funds, or to involve the Five County AOG in any contract or other obligations for the future payment of money, in excess of funding approved and made available for payment under this agreement and modifications thereto.
3. Cancellation: FCAOG may, in its sole discretion, cancel this contract without penalty for further obligation. Individual counties may terminate this agreement by written notice given to FCAOG thirty (30) days in advance of the effective date of such termination.
4. Nondiscrimination: FCAOG agrees that, in all matters concerning or related to this agreement, it shall not discriminate as to race, color, creed, sex, or national origin.
5. Notices: All notices required by this agreement shall be in writing delivered to the person and address specified below or to such other persons or addresses as either party may designate from time to time by written notice to the other party.
6. Term: The agreement shall become effective October 15, 2016 shall remain in effect until August 15, 2019 or completion of the projects outlined within this agreement, at the end of which period it will expire unless canceled or extended. If a request for records exists on the date this agreement is set to terminate, and the requested party has not yet responded to the request, the agreement will be extended until required work is completed.
7. No Third Party Beneficiaries: There are no third party beneficiaries to this Agreement.

G. PRINCIPAL CONTACTS: The principal contacts for this instrument are:

Beaver County

Mike Dalton
County Commission Chair
105 E. Center Street
Beaver, UT 84713
Phone: 435-438-1450

Garfield County

Leland Pollock
County Commission Chair
55 South Main Street
Panguitch, UT 84759
Phone: 435-676-1162

Iron County

Alma Adams
Iron County Commission Chair
68 S. 100 East
Parowan, UT 84761
Phone: 435-477-8300

Kane County

Dirk Clayson
County Commission Chair
76 N. Main
Kanab, UT 84741
Phone: 435-616-1128

AGENDA ITEM # II. (Continued)

Washington County
Alan Gardner
County Commission Chair
197 East Tabernacle
St. George, UT 84770
Phone: 435-634-5700

Five County Association of Government
Bryan Thiriot
Executive Director
P.O. Box 1550
St. George, UT 84771
Phone: 435-673-3548

H. SIGNATURES

Beaver County Commission
Mike Dalton, Chair

Garfield County Commission
Leland Pollock, Chair

Iron County Commission
Alma Adams, Chair

Kane County Commission
Dirk Clayson, Chair

Washington County Commission
Alan Gardner, Chair

Five County Association of Governments
Bryan Thiriot, Executive Director

AGENDA ITEM # II. (Continued)

**Cooperative Agreement
between the
Utah Division of Forestry, Fire and State Lands
and the
Five County Association of Government**

This cooperative agreement is entered into between the Five County Association of Governments, herein referred to as the FCAOG, and the Utah Division of Forestry, Fire and State Lands (FFSL).

A. WITNESSETH:

WHEREAS it is in the best interest of the State of Utah to cooperative with the Five County Association of Government for community fire planning.

WHEREAS the FCAOG has the capability to assist communities and administer funds made available through the National Fire Plan (NFP), National Cohesive Strategy (NCS) and the Utah Catastrophic Wildfire Reduction Strategy Plan;

WHEREAS the FCAOG represents that it was formally established in 1972 under the provisions of the Inter-local Cooperation Act of 1965, and the Association serves as an official Economic Development District;

WHEREAS it is in the best purpose of FFSL and FCAOG to enter into agreement to allow work to be completed in a timely manner under the above plans;

WHEREAS the Utah Division of Forestry, Fire and State Lands utilizes the principles of stewardship and ecosystem management to assist non-federal landowners in management of their natural resources; provides wildland fire protection for non-federal landowners; and optimizes the benefits from ecosystem based, multiple-use management of resources held in public trust;

WHEREAS it is in the best interests of the State, County and local communities to take action to reduce the threat of devastating fires and reduce threats of same;

NOW THEREFORE, the parties to this agreement do hereby agree as follows:

B. PURPOSE

1. To utilize the professional services of the FCAOG to provide consultation services to develop local Community Fire Plans intended to identify potential emergency conditions in a defined area and prescribe procedures to be followed to eliminate loss of life and minimize property damage.

C. GOALS

1. To work cooperatively in a comprehensive manner, to encourage firewise activities within the private lands of Beaver, Garfield, Iron , Kane and Washington Counties.
2. To utilize and share expertise between the respective cooperators for revising and/or creating community fire plans.
3. Motivate private landowners to identify hazardous fuel reduction areas and provide permission forms to allow FFSL to mitigate the fire hazard.

AGENDA ITEM # II. (Continued)

4. In order to achieve the purpose and goals stated above, the FCAOG and FFSL agree to work collaboratively with each other, and to work with all other appropriate public and private agencies, organizations or individuals. Recognizing that these groups have different responsibilities and missions, this agreement promotes, whenever feasible, efforts to: coordinate data collection, surveys, share resource expertise, develop essential plans to direct hazard fuel reduction, and identify potential sources of funding to support projects initiated under this agreement.

D. OBJECTIVES

1. In recognition of the preceding conditions and limitations of each party's authority, the parties Agree to coordinate the projects and programs in a manner consistent with the respected responsibilities and authorities as governed by the State of Utah and FCAOG Articles of Incorporation and Bylaws. The parties agree to work together to achieve maximum benefits from available resources, reduce duplication of efforts where possible, and achieve maximum effectiveness between the parties in the use of funds and personnel.

E. RESPONSIBILITES AND PROCEDURES

1. Mutual Understanding
 - a) Whenever possible, include other parties in data collection efforts, recommend best practices and potential solutions in decisions made.
 - b) Inform each other, as far in advance as possible, of anticipated plans and proposed activities that might affect the other party.
 - c) Make available, within legal, budgetary and personnel constraints, the training and guidance needed for performing the agreement items contained herein.
 - d) Resolve controversies through alternative dispute resolution methods that are mutually acceptable. Methods may include fact-finding, mediation, and/or non-binding arbitration.
2. The Utah Division of Forestry, Fire and State Lands agrees to:
 - a) Provide information/updates as appropriate to FCAOG that affect the identified projects.
 - b) Provide funding in conjunction with the Utah Catastrophic Wildfire Reduction Strategy Plan for the position of Community Fire Planner in an amount not to exceed \$75,000.00. The FCAOG will receive four quarterly payments of \$18,750.00. The first payment will be delivered upon signed agreements from counties to FCAOG for the additional two years. The additional two years of this agreement will be provided by the individual 5 counties: Beaver, Garfield, Iron, Kane and Washington in the amount of \$15,000 per year for each county for a two year period.
 - c) Provide project oversight.
 - d) Provide technical assistance.
 - e) Advise and provide information to FCAOG concerning the development and revision of State CWPP's, guidelines, rules and regulations affecting FCAOG projects and programs within this agreement.
 - f) Identify project areas (Approximately 43 areas existing and 12 new areas, which may include cities).

AGENDA ITEM # II. (Continued)

- g) Review and approve Community Fire Plans and identify fire threat reduction projects.
- h) Submit quarterly and annual reports to support the National Cohesive Strategy as required.

3. Five County Association of Governments agrees to:

- a) Designate a person authorized by FCAOG to make binding decisions on its behalf as the official contact for the projects and program within this agreement. Nothing contained herein shall be construed as prohibiting direct contract between the FFSL with the communities/agencies etc. participating in projects and programs facilitated by FCAOG.
- b) Facilitate the development or revision of community fire plans written by the communities using the FFSL recommended outline as a minimum. This plan should describe the community, wildfire hazard risks, community resources, preferred mitigation actions with identified responsible individual or group, time lines, and should include acceptance signatures of appropriate community leadership and other affected groups.
- c) Provide electronic data in a mutually agreed format to keep FFSL linked to project activities.
- d) Advise and direct FCAOG entities, when appropriate, to develop cooperative agreements supplemental to this agreement with participating entities in FCAOG projects and programs. FCAOG will provide copies of any such agreements to FFSL.
- e) Advise FFSL concerning the development and/or revision of guidelines, rules and regulations affecting the projects and programs on which the parties are collaborating.
- f) Submit quarterly expenditures and activity reports to FFSL.
- g) Track the time and other resources provided by the planning committees, communities and other parties in the development of each fire plan. This is required to provide the minimum percent match required under this grant. Provide documented records of the match requirement for each quarterly request for payment.
- h) Provide community fire planning assistance to those communities that have been identified by the Color Country Fuels Committee and approved by FFSL.
- i) Provide hard copies of completed community fire plans with original signatures as they are completed.
- j) To the fullest extent permitted by law, the FCAOG shall defend, indemnify and hold harmless FFSL, the State of Utah and the Department of Natural Resources, its agents and employees from and against all claims, damages, losses and expenses relating to, arising out of, resulting from, or alleged to have resulted out of any fire prevention or suppression activity conducted pursuant to this agreement, except in the event FFSL is alleged to be the only party liable for the alleged claims, losses, damages and expenses.

F. LIMITS

- 1. Amendments: This agreement may be modified only by a written amendment signed by both parties. However, if mutually agreed, the parties may enter into specific supplemental, written agreements, subject to approval by the authorized representatives of the parties, to accomplish the goals of this agreement and to carry out its terms and conditions.

AGENDA ITEM # II. (Continued)

2. Obligations: Nothing herein shall be considered as obligating the parties to expend funds, or to involve the State of Utah in any contract or other obligations for the future payment of money, in excess of funding approved and made available for payment under this agreement and modifications thereto.
3. Cancellation: FFSL may, in its sole discretion, cancel this contract without penalty for further obligation. The FCAOG may terminate this agreement by written notice given to FFSL thirty (30) days in advance of the effective date of such termination.
4. Nondiscrimination: FCAOG agrees that, in all matters concerning or related to this agreement, it shall not discriminate as to race, color, creed, sex, or national origin.
5. Notices: All notices required by this agreement shall be in writing delivered to the person and address specified below or to such other persons or addresses as either party may designate from time to time by written notice to the other party.
6. Term: The agreement shall become effective August 15, 2016 shall remain in effect until August 15, 2019 or completion of the projects outlined within this agreement, at the end of which period it will expire unless canceled or extended. If a request for records exists on the date this agreement is set to terminate, and the requested party has not yet responded to the request, the agreement will be extended until required work is completed.
7. No Third Party Beneficiaries: There are no third party beneficiaries to this Agreement.

G. PRINCIPAL CONTACTS: The principal contacts for this instrument are:

Division of Forestry, Fire and State Lands

John Schmidt
Southwest Area WUI Coordinator
646 N. Main
Cedar City, UT 84721
Phone: 435-586-4408
Fax: 435-586-2789

Five County Association of Government

Bryan Thriot
Executive Director
P.O. Box 1550
St. George, UT 84771
Phone: 435-673-3548
Fax: 435-673-3540

H. SIGNATURES

Utah Division of Forestry, Fire & State Lands
Brian Cottam, State Forester/Director

Five County Association of Governments
Bryan Thriot, Executive Director

File Code: 1350
Date: September 15, 2016

Bryan Thiriot
54 East 750 South
St. George, UT 84770

Dear Mr. Thiriot,

In the Fall of 2014 you applied to serve on the Dixie National Forest – Resource Advisory Committee (RAC). You have been chosen as a member of this RAC. The Dixie RAC was formed to provide recommendations to the Forest Supervisor (Angelita Bullets) on how to use Title II funds that come to the Dixie, under the Secure Rural Schools Act. You have made it through the Forest Services & USDA vetting process and have been selected as a new member!

RAC INFORMATION – Dixie National Forest

By law (the Federal Advisory Committee Act (FACA), the RAC is comprised of three categories – A, B & C. Resource Advisory Committees for the Forest Service are limited to a maximum of 15 voting members and 3 replacement members. The FACA also allows for a replacement member in each category.

With the approval of your application, in the latest round, the Dixie RAC now has 15 voting members and 2 replacement members. Per the rules of the FACA, it is required that at least 9 members of the RAC (a quorum) be available to have a voting meeting. Ten of the members have been on the RAC for some time and their appointment is due to expire September 30, 2016, unless they are eligible for reappointment.

The RAC will hold meetings when Title II funds are available to the forest, and after we have received project proposals from the general public. Our last meeting was on April 6, 2016 where we approved 14 projects, with over \$400,000 in Title II funds.

RAC MONEY

As a RAC member your responsibility is to, work with the other members of the committee, in order to recommend projects to the USDA Forest Service for spending, after funding authorization and project proposals have been received. As we have approved the afore mentioned projects in 2016, there are currently no funds and or projects to approve at this time.



AGENDA ITEM # III. (Continued)

RAC PROJECTS

RAC projects must be on or adjacent (with clear benefits to) National Forest System lands. They also must have approved NEPA decisions, or be exempt from such. Projects should have objectives to:

- Improve the maintenance of existing infrastructure;
- Implement stewardship objectives that enhance forest ecosystems;
- Restore and improve health of the land and water quality;
- Protect, restore and enhance fish and wildlife habitat;
- Maintain or obliterate roads and trail, and other infrastructure;
- Improve soil productivity;
- Improvement the forest ecosystem health;
- Restore or maintain the watershed;
- Restore, maintain, and improve wildlife and fish habitat;
- Control noxious and exotic weeds; and/or
- Re-establishment of native species

At www.fs.fed.us/srs/ you can find more detailed background information on the Secure Rural Schools Act and RACs.

As mentioned above, the RAC is not convened until we have funding authorization from Congress and we have project proposals from the public. Projects can be proposed from almost anyone. Likely project proponents may include:

- Resource advisory committee members
- Tribes, counties, state & federal agencies
- Fire Safe Councils, Firewise communities
- Fish, wildlife & watershed interest groups
- Other partners and stakeholders
- Forest Service

FOREST SERVICE RAC COORDINATION

The Dixie National Forest has assigned Joe Rechsteiner (as the Designated Federal Official) and Jason Hamilton (as the Coordinator) to work with you on this RAC. Joe can be reached at (435) 652-3101 and Jason can be reached at (435) 865-3794. Their roles will be further explained at the convening of a future Dixie RAC meeting.

WHO IS ON THE RAC?

To give you an idea of who you are serving with, I have gleaned some very short biographical information about each of you and included it below for you to get a “flavor” of who is on the Dixie RAC. (Note: “Replacement” members are appointed at the establishment of the RAC for each category. They do not vote, but are able to step in as members if for some reason a RAC member must quit the RAC commitment or their term expires.)

AGENDA ITEM # III. (Continued)

CATEGORY A

- *Anne Smith*: Instructor, Southern Utah University, Outdoor Recreation in Parks & Tourism. Advisor Outdoor Adventure Living Learning Community.
- *Byard Kershaw*: Owner of North Rim Consulting. Member of Kane County Resource Development Committee
- *Carl Albrecht*: CEO Garkane Energy Cooperative. Resident of Loa, Utah. Spent summers as a boy recreating on Dixie National Forest
- *Jim Matson*: Chair of Color Country RC&D Board and associated with Utah Rural Life Foundation Stewardship Center. Resident of Kanab. Background in commercial forestry working many years for Kaibab Industries.
- *H. Dell Lefevre*: Range permittee on the Dixie National Forest. Resident of Boulder, Utah. Garfield County Commission.
- *VACANT (Replacement)*:

CATEGORY B

- *Mary O'Brien*: Utah Forests Program Manager for Grand Canyon Trust. Resident of Castle Valley, Utah. Passionate about collaborative land management – actively working with Utah Forests on a variety of natural resource issues.
- *Rick Rosenberg*: Governor's Blue Ribbon Fisheries Advisory Council. Past-President Southern Utah Anglers. Mayor of Santa Clara, Utah. Professional engineer.
- *Alberto Vasquez*: Hospital Executive/Administrator for IHC Garfield Memorial Hospital. American Health Care Executive Advisory Council
- *Bryan Thiriot*: Executive Director – Five County Association of Governments. 15 years of Congressional Staff work experience for the U.S. Senate
- *Donnie Hunter*: State board member for Sportsmen for Fish and Wildlife. Resident of Cedar City. Actively involved in many local, state, and national wildlife groups.
- *Carol A. Sullivan (Replacement)*: Retired High School Teacher. Kane County Hospital Board. Kanab City Council member

CATEGORY C

- *Clare Ramsay*: Garfield County Commission. Resident of Tropic, Utah. Former school teacher and coach.
- *James Kennedy*: Retired USU Professor. Rancher. National Resources Environmental Consultant.
- *Paul Nelson*: Iron County Farm Bureau. Resident of Cedar City.
- *Brian Bremner*: Member of Garfield County School Board. Resident of Panguitch, Utah. Garfield County Engineer. Extensive interest and background in management issues related to the Dixie National Forest.
- *Laura Cotts*: Assistant Professor of Physical Science at Southern Utah University. Resident of Cedar City. Enjoys hiking and recreating on the Dixie National Forest.
- *Lawrence Bell (Replacement)*: Business Owner, Member of Back Country Horsemen, Cedar City Resident

AGENDA ITEM # III. (Continued)

We have generally been getting authorization for Title II funds on a yearly basis from Congress, and that authorization is usually good for multiple years. As such, we typically hold at least one meeting every other year, if not every year, given we have enough RAC members to make a quorum. Should you have any questions or concerns, please contact Joe or Jason. We look forward to working with you as a newly appointed member of the Dixie Resource Advisory Committee.

Sincerely,

A handwritten signature in black ink, appearing to read "Angelita Bulletts". The signature is fluid and cursive, with a vertical line extending downwards from the end.

ANGELITA BULLETTTS
Forest Supervisor

cc: Joe Rechsteiner; Jason Hamilton

Enclosure: USDA Dixie RAC Selection Letter and Certificate



United States Department of Agriculture

Office of the Secretary
Washington, D.C. 20250

MAY 04 2016

Mr. Bryan Thiriot
54 East 750 South
St. George, Utah 84770

Dear Mr. Thiriot:

It gives me great pleasure to appoint you to the Dixie Resource Advisory Committee (RAC) representing the interest area of Dispersed Recreational Activities. The RAC has been established in compliance with the Secure Rural Schools and Community Self-Determination Act of 2000 (Act), as authorized and amended in October 2008 by Public Law 110-343. The Regional Forester of the Intermountain Region submitted your name for appointment to this committee.

In accordance with the Act, the RAC was established to improve collaborative relationships between the Department of Agriculture's Forest Service and the local communities and to provide advice and recommendations concerning projects proposed for funding under Title II of the Act.

The RAC is composed of 15 voting members, representing the broad array of interests listed in the Act. Your appointment will be for 4 years beginning on the date of your certificate of appointment. The Chair will be elected by the RAC. Meetings are scheduled as needed by the Designated Federal Officer in consultation with the Chair and other members of the RAC. Meetings are open to the public.

A certificate recognizing you as an official member of this committee is enclosed. As a RAC member, you will serve without compensation. However, you may be entitled to per diem and travel expenses, while attending meetings, as determined by your local National Forest and in accordance with travel regulations for Federal employees.

Thank you for your interest in and commitment to serving on this committee. I believe you will find your participation to be a rewarding experience. I know that your background and collaborative abilities will be instrumental in ensuring the success of this RAC in accomplishing the duties set forth in the Act.

Sincerely,

A handwritten signature in blue ink that reads "Tom J. Vilsack". The signature is fluid and cursive, with the first name "Tom" and last name "Vilsack" clearly legible.

Thomas J. Vilsack
Secretary

Enclosure



Certificate of Appointment

presented to

BRYAN THIRIOT

*With appreciation for accepting the call
to serve the Nation and the
United States Department of Agriculture
as a member of the*

**DIXIE RESOURCE ADVISORY
COMMITTEE**

MAY 04 2016

DATE


SECRETARY OF AGRICULTURE

AGENDA ITEM # III. (Continued)



United States
Department of
Agriculture

Forest
Service

Dixie National Forest
Supervisor's Office

1789 North Wedgewood Lane
Cedar City, UT 84721
435-865-3700
FAX: 435-865-3791

File Code: 1350
Date: May 3, 2016

Mr. Jim Matson
Dixie RAC Chair
Dixie National Forest RAC
135 W. Kanab Creek Drive
Kanab, UT 84741

Dear Jim:

I received your correspondence on the projects that the Dixie RAC has recommended for current year funding as well as prior year RAC funding. The committee has identified projects that I will approve as recommended by the Dixie Resource Advisory Committee. These projects met the threshold of at least 50% of the funding that is dedicated to restoration of streams and watersheds OR, maintenance, decommissioning or obliteration of roads. My staff and all the employees of the Dixie National Forest, stand ready to partner with you on implementation of these projects.

In approving these projects that the RAC recommended, there are the two RAC caveats. These are: 1.) South Hollow Cattle Guard – Dixie RAC mandates a minimum of 20' cattle guard, with concrete bases, and has increased RAC funding on this from \$8,919 to \$10,000. 2.) Hells Backbone Road Drainage Maintenance – The funding on this project may increase should the other approved projects not utilize their authorized amounts.

APPROVED PROJECTS

Below are the projects that I approve with the associated funding levels according to the 2 caveats outlined by the Dixie RAC:

Project Title	Project Proponent	Dixie RAC Recommended Funding
Swain's Creek Off Highway Vehicle (OHV) Bridge	Charles Hightower	\$ 40,000.00
South Hollow Cattle Guard ¹	Dennis Bramble	\$ 10,000.00
Cowpuncher Water Tank Replacement	Dixie National Forest	\$ 35,000.00
Pine Valley Whipple Canal Connector Trail	Dixie National Forest	\$ 14,000.00
Center Creek Vegetation improvement project	Dixie National Forest	\$ 37,225.00
Hells Backbone Road Drainage Maintenance ²	Dixie National Forest	\$ 72,762.00



AGENDA ITEM # III. (Continued)

Mammoth Creek Dispersed Recreation Watershed Restoration Project	Dixie National Forest	\$	30,000.00
2016 Hells Backbone Infrastructure Improvement	Garfield County	\$	100,000.00
Deer Creek Fence	Garfield County	\$	16,500.00
Parowan City Trails Bridge	Parowan City	\$	40,000.00
New Harmony Trailhead CXT Vault Toilet	Town of New Harmony	\$	17,000.00
Southern Region Beaver Relocation/Riparian Restoration	Utah Division of Wildlife Resources	\$	27,600.00
North Creek Bridge Scour Protection	Washington County	\$	21,000.00
Pinto Creek Bridge Scour Protection	Washington County	\$	10,000.00
			\$ 471,087.00
1 - South Hollow Cattle Guard – Dixie RAC mandates a minimum of 20' cattle guard, with concrete bases, and has increased RAC funding on this from \$8,919 to \$10,000.			
2 - Hells Backbone Road Drainage Maintenance – The funding on this project may increase should the other approved projects not utilize their authorized amounts.			

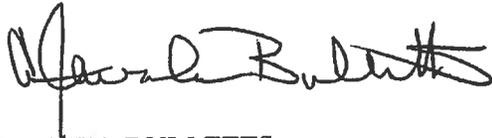
IMPLEMENTATION OF PROJECTS

By law, we must obligate the authorized funding for these projects by September 30, 2016 (Fiscal Year 2015 funding) and by September 30, 2017 (Fiscal Year 2016 Funding).

NEXT STEPS FOR RAC

By recommending these projects to me, you have fulfilled the primary task that was given to the RAC by the Secretary of Agriculture. There is opportunity for the RAC to review the implementation of the approved projects, but this can take many different forms. My staff can create a brief accomplishments report for your review around October 31, 2016 and 2017 if you are interested. If you would like further interaction with each other on reviewing implementation of projects, I would welcome your suggestions. Additionally, if you have further questions about the process, please contact Jason Hamilton at (435) 865-3794 or Joe Rechsteiner at (435) 652-3101.

Sincerely,



ANGELITA BULLETTTS
Forest Supervisor

cc: pdl r4 dixie RAC committee members; April 2016 Dixie RAC Presenters via E-mail

<p>NOTICE OF PERSONNEL ACTION FIVE COUNTY ASSOCIATION OF GOVERNMENTS</p>

Department:	COMMUNITY ACTION		
Employee:	COTTAM, CLINT		
Effective Date:	OCTOBER 1, 2016		
Action:	<input type="checkbox"/> New Hire <input type="checkbox"/> Demotion	<input type="checkbox"/> Rehire <input type="checkbox"/> Termination	<input type="checkbox"/> Promotion <input type="checkbox"/> Resignation
			<input checked="" type="checkbox"/> Salary Increase <input type="checkbox"/> Status Change
Job Status:	<input type="checkbox"/> Probationary <input type="checkbox"/> Temporary	<input checked="" type="checkbox"/> Regular	<input type="checkbox"/> Conditional <input type="checkbox"/> Seasonal
Employment Status:	<input checked="" type="checkbox"/> Full Time	<input type="checkbox"/> Part Time	<input type="checkbox"/> Other
Pay Plan:	<input checked="" type="checkbox"/> Salary	<input type="checkbox"/> Hourly	
Present Title:	COMMUNITY ACTION PROGRAM DIRECTOR		
Grade/Step:	23-01	Present Salary:	\$3,595 PER MONTH
New Title:	COMMUNITY ACTION PROGRAM DIRECTOR		
Grade/Step:	25-02	New Salary:	\$4,062 PER MONTH
Remarks:			
Signature of Executive Director:			
Signature of Steering Committee Chair:			

Memorandum

To: Brian Thiriot, Executive Director BT
CC: Jo Seegmiller
From: Carrie A. Schonlaw, SSW CS
Date: 10/3/2016
Re: Request Salary Increase – Clint Cottam

When Clint Cottam was hired in August of 2014 the starting salary for the position was under-filled and posted at a lower grade than the previous staff person. This provided the opportunity to reevaluate program budgets; as well as, the overall duties and responsibilities of the position and monitor performance to provide opportunity for job growth. It has now been over 2 years and Clint has not only grown tremendously in this position but exceeded expectations. He is an extremely hard worker and does an exemplary job, giving 110%. In addition, Clint has taken on additional job responsibilities; including the administration and oversight of Court Ordered Community Service, Youth Court and Youth Volunteer Corp. He has also increased funding and services for the Community Action Programs.

Given all of this, we no longer feel Clint's salary is commensurate with the duties and expectations of the position. In addition, we feel Clint has earned a pay for performance increase given his exemplary job performance. Therefore, I am recommending that Clint receive not only a step pay increase for his excellent job performance but also a grade increase to put him at a grade equivalent to the expectations of the position. Clint is currently at a Grade 23-01 and I would recommend that he be increased to a Grade 25-02. Program budgets are adequate to accommodate this pay increase.