

BOX ELDER COUNTY RECORDER/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 **8:00 a.m.** and a regular **Commission Meeting** commencing at **9:00 a.m. TUESDAY, SEPTEMBER 7, 2010** in the Commission Chambers of the Box Elder County Courthouse, 01 South Main Street, Brigham City, Utah.

**Administrative/Operational Session**

**\*8:00 a.m.**

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

**\*8:20 a.m.**

6. Box Elder County Housing Authority – Roger Jones/BRAG

**\*9:00 – 9:05**      Call to Order: Chairman VanDyke  
Invocation: Chairman VanDyke  
Approval of Minutes of August 31, 2010

**\*9:05 – 9:10**      Follow-Up Business

**\*9:10 – 9:20**      Bid Opening/Blue Creek Watershed Improvements Package C – Brent Slater

**\*9:20 – 9:25**      Bid Recommendation/NRCS Project Package B – Brent Slater/Bill Gilson

**\*9:25 – 9:30**      Family Day Proclamation – Chairman VanDyke

**\*9:30 – 9:35**      911 Maintenance Agreement # 10-62 – Chairman VanDyke

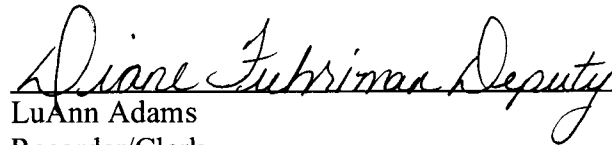
- \*9:35 – 9:45 Property Tax/Intermountain Indian Property – Todd Lish
- \*9:45 – 9:55 Central Box Elder Fire SSD Boundary/Resolution/Board – Mayor Forsgren
- \*9:55 – 10:00 Central Box Elder Fire SSD Service Fee – Chairman VanDyke
- \*10:00 – 10:10 Using Title III Secure Rural School Funds – Rebecca Dilg
- \*10:10 – 10:15 Warrant Register & Personnel Actions – Commissioners
- \*10:15 – 10:20 Assignment Review – Commissioners

### 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 9:00 a.m.

Prepared and posted this 2<sup>nd</sup> day of September 2010.

Mailed to the Box Elder News Journal, the Leader, and the Standard Examiner this 2<sup>nd</sup> day of September 2010.



LuAnn Adams  
Recorder/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.**

## Administrative/Operational Session

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6. Box Elder County Housing Authority – Roger Jones/BRAG

**ASSIGNMENT REVIEW**

<b><u>INITIATION DATE</u></b>	<b><u>REPORTING DATE</u></b>	<b><u>SUBJECT</u></b>	<b><u>PERSON</u></b>
03/25/2008		Impact Fees for Residential Development	Commissioner Hardy Kevin Hamilton
07/08/2008		Non-Conforming Business in Beaver Dam	Attorney Hadfield/ Kevin Hamilton
05/19/2009		Financial Policy Amendments	Commissioner Shaffer/ Tom Bennett
02/23/2010		EWP Grant for Service District	Commissioner Shaffer
02/23/2010		Audit Committee	Tom Bennett/ Chairman VanDyke
02/23/2010		EAP Designation Litigation	Chairman VanDyke



### Agenda Item Request Form

All agenda items and any back-up material needs to be submitted to the Recorder/Clerk's Office by **Thursday at Noon** in order to be on the following Tuesday's Agenda.

You may email back-up: ordinances, resolutions, contracts, agreements and a brief explanation of your item to: [dfuhriman@boxeldercounty.org](mailto:dfuhriman@boxeldercounty.org)

Item to be presented in: Admin/Oper ☒ Commission Meeting ☐  
MBA ☐ RDA ☐ Executive Session ☐ Other \_\_\_\_\_

Date of meeting requested: Sept 7 Date form submitted: Sept 3

Time allotment requested: 5 min. ☐ 10 min. ☐ Other \_\_\_\_\_

Subject to be presented Box Elder County Housing Authority  
(Please use specific language as to how you want the item noticed)

Person & Organization submitting item Roger Jones - BRAG

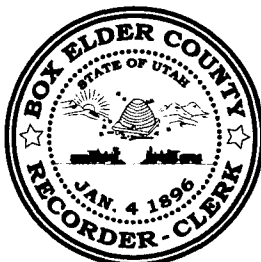
Contact Information 757-8363  
(Please include phone number)

Reason for request:

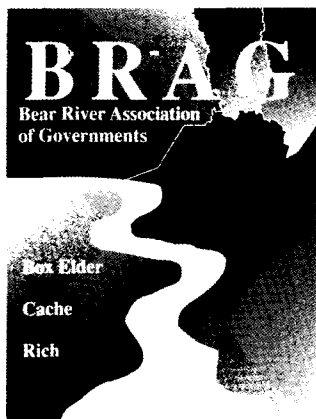
What action have you taken/Who have you contacted prior to this?

Official Action Requested:

Has the document been approved by the County Attorney? Yes ☐ No ☐



Mail to: Box Elder County Recorder/Clerk  
01 South Main  
Brigham City, Utah 84302  
Phone: (435) 734-3391  
Fax: (435) 723-7562  
E-mail: [dfuhriman@boxeldercounty.org](mailto:dfuhriman@boxeldercounty.org)



# BEAR RIVER ASSOCIATION OF GOVERNMENTS

170 N. Main, Logan, Utah 84321 ♦ (435) 752-7242 ♦ Fax (435) 752-6962 ♦ Home Page: [www.brag.utah.gov](http://www.brag.utah.gov)

EXECUTIVE DIRECTOR  
Roger C. Jones

## GOVERNING BOARD

Chairman  
Rich VanDyke  
Commissioner

## BOX ELDER COUNTY

Dennis Fife  
Mayor  
Jay Hardy  
Commissioner  
Bud L. Knudsen  
Mayor  
Brian Shaffer  
Commissioner

## CACHE COUNTY

Brian Chambers  
Councilman  
Gerald Knight  
Mayor  
M. Lynn Lemon  
County Executive  
Randy Watts  
Mayor  
Cordell (Cory) Yeates  
Councilman

## RICH COUNTY

William Cox  
Commissioner  
John Spuhler  
Mayor  
Norman A. Weston  
Commissioner  
Sini Weston  
Mayor  
Thomas I. Weston  
Mayor

# Memo

**To:** Box Elder County Commission/RDA Board of Directors  
**From:** Roger C. Jones  
**Date:** September 2, 2010  
**Subject:** Use of RDA Affordable Housing Funds

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The Bear River Association of Governments (BRAG) has served all of Box Elder County since 1990 as the County's legally established housing authority. Under the Utah State Code, housing authorities have broad powers related to housing lower income individuals and families and targeted populations. A summary of BRAG involvement in housing programs in Box Elder County is attached.

The BRAG staff would be pleased to assist the County in administering all or any portion of the Agribusiness Park RDA increment funding required for targeting housing. The current priorities that we see for use of these funds is as follows:

- 1) foreclosure counseling and assistance
- 2) help in paying rental and mortgage payments
- 3) down payment assistance for home buyers
- 4) emergency home repair

*Serving northern Utah since 1971*

*Aging Services ♦ Community Development & Planning ♦ Economic Development ♦ Housing & Human Services*

**BRAG Involvement  
In Affordable Housing  
In Box Elder County**

**Background and History**

The Bear River Association of Governments (BRAG), a regional organization serving Box Elder, Cache, and Rich Counties, provides extensive shared staff services and planning assistance to Box Elder County in the areas of aging services, community and economic development, various affordable housing programs, and human services. BRAG is also the designated housing authority serving the entire tri-county region.

The Bear River Regional Housing Authority was created in July of 1990 through an interlocal agreement among Box Elder, Cache, and Rich Counties with management and staffing responsibilities assigned to BRAG at that time (copies attached). Later, the U.S. Department of Housing and Urban Development (HUD) asked that each incorporated city and town also adopt resolutions recognizing BRAG as the regional housing authority. Most of the municipalities in the county have adopted these resolutions (copies attached).

A summary of BRAG involvement in creating and supporting affordable housing in Box Elder County follows:

**Affordable Housing Development**

- 1999      Developed 5-acre affordable housing subdivision on 400 North and 400 West in partnership with Tremonton City, Utah Housing Agency, and tax credit investor American Express Centurian Bank.
- 1999      Built 8 rental homes that may be sold after 15 years.
- 2005      Built 4 rental homes that may be sold after 15 years.
- 2006      Built 24-1, 2 and 3 bedroom affordable apartment units in partnership with Utah Housing Agency, Utah Community Reinvestment Corporation, and tax credit investor The Richman Group.

Note: There are three building lots still available in the subdivision.

### **Other BRAG Housing Assistance in Box Elder County Since 2001 or Later**

- Emergency home repairs were completed on 101 homes.
- Provided 119 first-time homebuyers with up to \$2,000 in down payment or closing cost assistance.
- Completed 6 Major Home Repair projects with total loan amount of \$66,275.
- Housed 34 families in BRAG CROWN affordable rent subdivision.
- Housed 54 families in BRAG CROWN Village Apartments (affordable apartment complex).
- Allocated \$75,000 of federal Community Development Block Grant (CDBG) funding to Tremonton for the 24 unit affordable housing complex.
- Allocated \$542,000 of federal CDBG funding to Brigham City for new affordable housing for Bear River Mental Health and Habitat for Humanity and for neighborhood improvement through home rehabilitation.
- Provided rental assistance, Section 8, to an average of 128 eligible low-income households each month since August 2003 totaling \$2,388,010 paid.
- Expended \$89,706 since 2007 on targeted rental assistance to 18 families who experienced domestic violence.
- Weatherized 61 Box Elder County homes over the past three years.
- Provided HEAT assistance to help with utility bills for an annual average of 900 Box Elder households.
- Helped 901 households with emergency rent and mortgage payments during past five years.
- As the federally designated Economic Development District for the tri-county area, BRAG did provide substantial assistance to Box Elder County in 2001 to secure a one million dollar grant from the federal Economic Development Administration to provide infrastructure to the county's agribusiness park.



BOX ELDER COUNTY

RESOLUTION NO. 90-10

A RESOLUTION DECLARING THE NEED FOR A HOUSING AUTHORITY; AUTHORIZING AND CREATING A TRI-COUNTY HOUSING AUTHORITY; AND APPROVING AN INTERLOCAL AGREEMENT CREATING THE BEAR RIVER REGIONAL HOUSING AUTHORITY BETWEEN CACHE COUNTY, RICH COUNTY, AND BOX ELDER COUNTY.

The Board of County Commissioners of Box Elder County, Utah, in a regular meeting, lawful notice of which has been given, finds that unsanitary or unsafe inhabited dwelling accommodations exist in Box Elder County or that there is a shortage of safe and sanitary dwelling accommodations in Box Elder County available to persons of low income at rentals or prices they can afford; that it is in the best interest of the citizens of this county and is reasonable and necessary that a housing authority be created pursuant to Chapter 18, Title 55, Utah Code Annotated; that it is reasonable and beneficial that the housing authority so created be jointly created with Cache County and Rich County as a tri-county housing authority; that an interlocal agreement be entered into between the three respective counties for the creation of a housing authority; and that the Bear River Association of Governments is an existing association of governments capable and qualified to administer the tri-county housing authority.

NOW THEREFORE, the Box Elder County Board of County Commissioners ordains as follows:

Section 1: Creation of Housing Authority.

There is hereby created a tri-county housing authority pursuant to Section 55-18-3, Utah Code Annotated, to be known as the "Bear River Regional Housing Authority" pursuant to an interlocal agreement by and between Cache County, Box Elder County, and Rich County for the joint creation and administration of such housing authority.

Section 2: Appointments of Commissioners.

The Chairman of the Board of County Commissioners is directed and requested to appoint two commissioners to the Board of Commissioners of the Bear River Regional Housing Authority, subject to the advise and consent of the Box Elder Board of County Commissioners.

Section 3. Interlocal Agreement.

The proposed interlocal agreement creating a tri-county housing authority between Cache County, Box Elder County, and Rich County is hereby approved and the Chairman of the Board of County Commissioners and the Box Elder County Clerk are hereby authorized and directed to execute that agreement on behalf of Box Elder County.

Section 4. Prior Resolutions, Policies, or Actions.

This resolution supercedes all prior resolutions, actions and policies of Box Elder County to the extent they are in conflict with the specific provisions hereof. In all other respects such prior resolutions, actions, and policies shall remain in full force and effect.


Section 5: Effective Date.

This resolution shall become effective immediately upon adoption.


This resolution was adopted by the Box Elder County Board of County Commissioners on the 26th day of June, 1990.

BOX ELDER BOARD OF COUNTY COMMISSIONERS

BY:

  
Chairman  
Board of County Commissioners

ATTEST TO:

  
Allen Jensen  
Box Elder County Clerk

BOX

INTERLOCAL AGREEMENT CREATING  
BEAR RIVER REGIONAL HOUSING AUTHORITY

THIS AGREEMENT is made and entered into by and between CACHE COUNTY, a Utah county, which shall be called "CACHE" in this agreement; BOX ELDER COUNTY, a Utah county, which shall be called "BOX ELDER" in this agreement; and RICH COUNTY, a Utah county, which shall be called "RICH" in this agreement.

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

A. Each party is a "public agency" as defined by the Utah Interlocal Cooperation Act as set forth in Chapter 13, Title 11, Utah Code Annotated, 1953 as amended, and is enabled under that act to enter into this interlocal agreement.

B. The parties have each adopted a resolution declaring the need for a housing authority and authorizing the creation of a tri-county housing authority jointly with the other parties to this agreement as provided by the Utah Interlocal Cooperation Act.

C. The parties, as public bodies corporate, are enabled by Chapter 18, Title 55, Utah Code Annotated, 1953 as amended, to create a housing authority.

D. The parties deem it reasonable and necessary and in the best interest of the citizens of their respective counties to enter into this interlocal agreement for the purpose of creating and administering a joint tri-county housing authority.

Now therefore in consideration of the mutual conditions and covenants set forth in this agreement the parties hereto do hereby agree as follows:

1. Definitions:

The definitions set forth in Section 55-18-2 Utah Code Annotated, 1953 as amended, are adopted in this agreement by reference.

2. Resolutions:

(a) The legislative body of each participating county has adopted a resolution declaring the need for a housing authority; authorizing and creating the tri-county housing authority; and authorizing the execution of this interlocal agreement for the creation and administration of the joint tri-

(b) CACHE, by and through the Cache County Council, adopted Resolution #90-14, on May 15, 1990, a copy of which is attached to this agreement and is labeled Exhibit "A".

(c) RICH, by and through its Board of County Commissioners, adopted Resolution #90-2, on May 2, 1990, a copy of which is attached to this agreement and is labeled Exhibit "B".

(d) BOX ELDER, by and through its Board of County Commissioners, adopted Resolution #90-10, on June 26, 1990, a copy of which is attached to this agreement and is labeled Exhibit "C".

### 3. Creation of Housing Authority.

The parties hereto do hereby create a joint tri-county housing authority pursuant to Chapter 18, Title 55, Utah Code Annotated, 1953 as amended, to be known as the "Bear River Regional Housing Authority" which shall be referred to in this agreement as the "Authority".

### 4. Powers of Housing Authority.

(a) The Authority shall have only those powers set forth in Chapter 18, Title 55, Utah Code Annotated, and as may be specifically granted by this agreement and by any subsequent written interlocal agreement or addendum to this agreement executed and approved by the parties.

(b) The powers of the Authority shall be subject to the following limitations:

1. The Authority may not undertake, commit to, or contract for any capital improvement, construction project, or any new program without the prior approval of each county.

2. The Authority may not undertake, commit to, contract for, or issue any bonds or incur obligations under any lease or security agreement without the prior approval of each county.

3. No county shall be obligated without special approval of that county.

### 5. Annual Plan and Budget.

(a) The Authority shall, on or before April 1st of each year, prepare and submit a written plan describing its proposed and on-going projects, programs, and activities for the following fiscal year to each participating county.

(b) The Authority shall, on or before June 1st of each year, prepare and submit a proposed budget for the implementation of the annual plan to each participating county.

(c) Before implementation, the proposed annual plan and budget shall be approved by each of the participating counties.

(d) The plan and budget may be modified or amended from time to time by the mutual written agreement of the parties.

(e) The Authority shall submit an initial plan and budget for the period from the date of this agreement to June 30, 1991, on or before June 1, 1990, for approval by each of the participating counties. Thereafter, the annual plans and budgets shall be submitted and approved as set forth above.

#### 6. Fiscal Procedures.

(a) The Authority shall receive, hold, disburse, and account for all funds and assets received, owned, or managed by it in a manner consistent with the provisions of generally accepted governmental accounting standards and procedures issued by the U.S. General Accounting Office and other appropriate state and federal statutes and regulations.

(b) The Authority shall submit and administer all budgets for plans or projects under this agreement in a manner consistent with the provisions of generally accepted governmental accounting standards and procedures issued by the U.S. General Accounting Office and other appropriate state and federal statutes and regulations.

#### 7. Records, Accounting, and Audit.

(a) The Authority shall keep and maintain full and accurate records of all activities, receipts, and expenditures as well as liabilities and assets in a manner which shall comply in all respects with the requirements of generally accepted governmental accounting standards and procedures issued by the U.S. General Accounting Office and other appropriate state and federal statutes and regulations.

(b) Authorized personnel, including the county auditor of each county, or other officer designated by each county, shall be permitted access to the records of the Authority relative to the plan upon reasonable notice and at reasonable times.

(c) An audit of the receipt and expenditures and the assets and liabilities of the Authority for each fiscal year shall be prepared and submitted by the Authority to each county on or before October 31st of the following fiscal year.

(d) Any participating county may request the Authority to cause an independent audit to be made of the accounts of the Authority. Such audits shall be performed at the expense of the requesting county.

8. Employees.

The employees, agents, and representatives of the Authority shall not be deemed as employees of any of the participating counties nor entitled to the benefits of an employee of any of the counties by virtue of this agreement.

9. Utah Housing Authority Act.

The housing authority created by the resolutions set forth in Exhibits "A", "B", and "C" and provisions of this interlocal agreement shall be subject to and comply with the provisions of the Utah Housing Authority Act as set forth in Chapter 18, Title 55, Utah Code Annotated, 1953 as amended.

10. Funding.

The Authority shall seek necessary funding from federal, state, and other appropriate sources for projects.

11. Board of Commissioners.

(a) The powers of the Authority shall be vested in a board of five (5) commissioners to be known as the "Board of Commissioners of the Bear River Housing Authority."

(b) The participating counties shall appoint commissioners to this board in the manner provided for appointments in their respective forms of government in the following ratio:

- (1) Cache - 2 members (1 from Logan City)
- (2) Box Elder - 2 members (1 from Brigham City)
- (3) Rich - 1 member

(c) The commissioners first appointed, pursuant to this agreement, shall be designated to serve for terms of 1, 2, 3, 4, and 5 years respectively from the date of their appointment and thereafter commissioners shall be appointed for a term of office of 5 years. The terms of the initial board of commissioners shall be determined by lot.

(d) Commissioners appointed to the Authority shall themselves be elected officials of the participating counties.

12. Administration Services.

(a) The board of commissioners of the Authority shall enter into a contract with Bear River Association of Governments (BRAG), an association of governments of which the constituent members are CACHE, BOX ELDER and RICH, pursuant to Section 55-18-6 of the Utah Code Annotated.

(b) BRAG shall perform and provide all administrative and management functions necessary to develop, implement, and perform the plan and services of the housing authority, including, but not limited to, personnel, budgeting, accounting, fund raising, purchasing, insurance, maintenance, supervision, legal services, audits, and other related services and functions.

13. Term.

The term of this agreement shall be from the date of execution by all parties until terminated in accordance with the provisions of this agreement or by operation of law.

14. Termination.

Unless specified otherwise, any party may terminate this agreement, without cause, upon the giving of written notice to the other parties at least 90 days prior to the effective date of the termination; provided, however, that such termination must not interfere with services being provided by the housing authority to housing assistance recipients under contract with such recipients or contracts with any funding agencies until a release from or modification to such contracts has been signed by the parties thereto.

15. Amendments.

This agreement shall not be modified or amended except upon the written agreement of all parties executed by duly authorized representatives.

16. Severability.

If any part or section of this agreement is held by a court of proper jurisdiction to be invalid for any reason, such decision shall not affect the remaining portions which shall remain in full force and effect.

17. Authorization.

The undersigned acknowledge that they are duly authorized by their respective counties to execute this agreement on behalf of their counties.

18. Notice.

Any notices required to be given under the terms of this agreement shall be given to the parties in writing to the following office:

Cache County Executive  
120 North 100 West  
Logan, Utah 84321

Box Elder County Clerk  
Box Elder County Courthouse  
Brigham City, Utah 84302


Rich County Clerk  
Rich County Courthouse  
Randolph, Utah 84064

19. Effective Date.

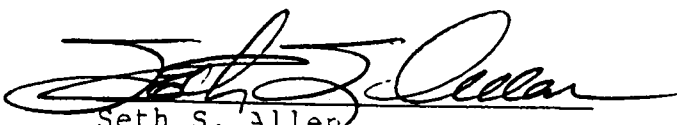
This agreement shall become effective upon the date that this agreement has been signed by all parties.

IN WITNESS THEREOF, the parties have executed this agreement in triplicate, each of which will be deemed an original, on the dates indicated by their respective signature lines.

CACHE COUNTY

By:   
Bruce G. King  
Cache County Executive


ATTEST TO:

  
Seth S. Allen  
Cache County Clerk


(SEAL)



BOX ELDER COUNTY

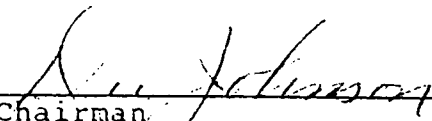
By:   
Chairman  
Board of County Commissioners

ATTEST TO:


  
Allen Jensen  
Box Elder County Clerk

(SEAL)

RICH COUNTY

By:   
Chairman  
Board of County Commissioners

ATTEST TO:

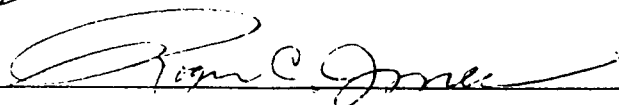
  
Pamela Shaul  
Rich County Clerk

(SEAL)

JOINDER

Bear River Association of Governments, an area association of governments, comprised of Cache County, Rich County, and Box Elder County, hereby joins in this agreement and agrees to be the administering agency for the Bear River Regional Housing Authority and to enter into a formal agreement for the provision of services. This joinder has been approved by the executive committee of the Bear River Association of Governments.

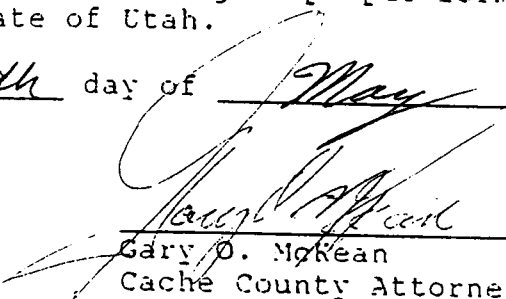
Dated this 2nd day of May, 1990.



APPROVAL BY AUTHORIZED ATTORNEY

The undersigned, an attorney authorized by Cache County, approves the agreement as being in proper form and compatible with the laws of the State of Utah.

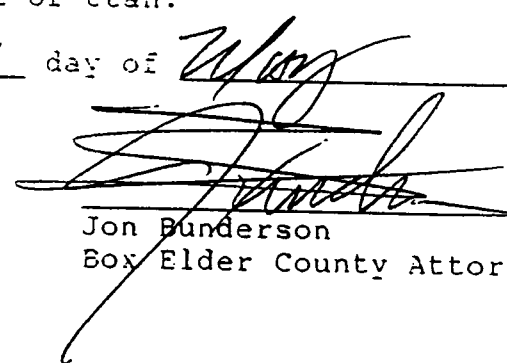
Dated this 15th day of May, 1990.

  
\_\_\_\_\_  
Gary D. McKean  
Cache County Attorney

APPROVAL BY AUTHORIZED ATTORNEY

The undersigned, an attorney authorized by Box Elder County, approves the agreement as being in proper form and compatible with the laws of the State of Utah.

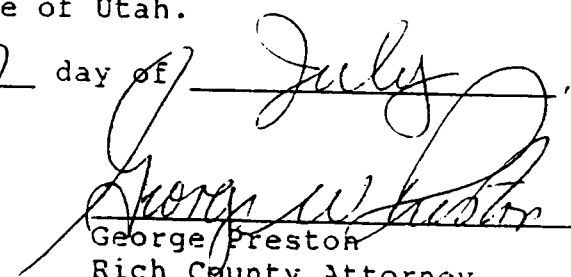
Dated this 27 day of May, 1990.

  
\_\_\_\_\_  
Jon Bunderson  
Box Elder County Attorney

APPROVAL BY AUTHORIZED ATTORNEY

The undersigned, an attorney authorized by Rich County, approves the agreement as being in proper form and compatible with the laws of the State of Utah.

Dated this 7 day of July, 1990.

  
\_\_\_\_\_  
George Preston  
Rich County Attorney

AGR:HOUSING.AGR

INTERLOCAL COOPERATION AGREEMENT  
FOR MANAGEMENT AND STAFF SERVICES

This agreement entered into this 17th day of July,  
1990, by and between the Bear River Regional Housing Authority  
and the Bear River Association of Governments, witnesseth:

THE PROVISIONS OF THIS CONTRACT ARE AS FOLLOWS:

WHEREAS, the Bear River Regional Housing Authority has been established by the Cache County Council, the Box Elder County Commissioners and the Rich County Commissioners according to the provisions of Title 55 Chapter 18, Utah Code Annotated, 1953 as amended and the Utah Interlocal Cooperation Act, and for the purpose of aiding in the provision of safe, decent and sanitary dwellings for low-income persons, including elderly, minority, and handicapped individuals.

WHEREAS, the Bear River Association of Governments has been established under the provisions of Title II, Chapter 13 Utah Code Annotated 1953, as amended, to "facilitate inter-governmental cooperation and to insure the orderly and harmonious coordination of federal, state, and local programs for the solution of mutual problems of the region" by achieving "advantages of cooperative action ... and to make the most effective use of ... staff resources" and performing "such other functions as may be deemed appropriate".

WHEREAS, housing authorities are empowered under Title 55, Chapter 18 Section 9 to enter into contracts for the provision of services by other persons or agencies, and

WHEREAS, the Bear River Regional Housing Authority desires to establish Section 8 Existing Housing Vouchers or Certificates projects and has determined that this rental assistance program can best be administered by the Bear River Association of Governments which has experience with this and similar programs.

NOW, THEREFORE, the Bear River Regional Housing Authority hereby authorizes the Bear River Association of Governments to act as the administrative body for the Bear River Housing Authority to administer the Section 8 Existing Housing Voucher or Certificate Programs.

## GENERAL PROVISIONS

### A: BEAR RIVER REGIONAL HOUSING AUTHORITY AGREES TO:

1. Pay the Bear River Association of Governments the preliminary and ongoing administrative and housing assistance payment fees allocated by the Federal Government for units allocated to the Bear River Regional Housing Authority.
2. Approve new projects and any changes in the By-laws, Administrative Plan, and Fair Housing Equal Opportunity Plan of the Housing Authority.

### B. BEAR RIVER ASSOCIATION OF GOVERNMENTS AGREES TO:

1. Perform all administrative tasks necessary to comply with Federal Requirements as applied to the Section 8 Existing Housing Voucher or Certificate Program.
2. Abide by the Interlocal Agreement Creating Bear River Regional Housing Authority, the Bear River Regional Housing Authority By-laws, the Annual Contributions Contracts between HUD and Logan City Housing Authority, the Annual Contributions Contracts between HUD and Bear River Regional Housing Authority, the Administrative Plan, and Fair Housing Equal Opportunity Plan in the administration of the program.
3. Provide a financial report to the Bear River Regional Housing Authority annually and, allow a Housing Authority representative access to the financial records of the program after reasonable notice is given.
4. Make and account for all authorized payments to staff, landlords and other expenses as appropriate.
5. Follow federal guidelines and ensure that all persons who may qualify have a reasonable opportunity to apply for housing assistance by publication of the announcement as well as informing local human service organizations and other associations which serve low income persons, at the time of the availability of the Section 8 Existing Housing Vouchers or Certificates. This announcement shall also clarify which communities may be served by the program as well as resident requirements. Approval for assistance will be based on the priorities described in the Administration Plan adopted by the Bear River Regional Housing Authority. This approval is subject to the procedures and priorities established by the Federal Government if

C. IT IS MUTUALLY AGREED THAT:

1. Documents incorporated into this agreement by reference but not attached hereto:
  - a. Interlocal Agreement Creating Bear River Housing Authority, as amended.
  - b. Bear River Regional Housing Authority By-laws, as amended.
  - c. Annual Contributions Contracts between HUD and Logan City Housing Authority, as amended.
  - d. Annual Contributions Contracts between HUD and Bear River Regional Housing Authority, as amended.
  - e. Administrative Plan, as amended.
  - f. Fair Housing Equal Opportunity Plan, as amended.
2. This agreement may be terminated by either party upon 90 days written notice.

EXECUTION

NOW, THEREFORE, by virtue of the authority contained in Title 55, Chapter 18, Section 9, U. C. A. 1953 as amended, the parties hereto mutually agree to perform this agreement.

IN WITNESS WHEREOF, the parties hereto have executed this agreement on the 17th day July, 1990. This contract will take effect upon approval as evidenced by the appropriate signatures.

Loye Martindale  
Chairman  
Bear River Regional Housing Authority

Harrel L. Gibbons  
Chairman  
Bear River Association of Governments

ATTEST:

James T. Mose  
Secretary  
Bear River Regional Housing Authority

Tom C. Jones  
Executive Director  
Bear River Association of Governments

INTERLOCAL

- \*9:00 – 9:05      Call to Order: Chairman VanDyke  
Invocation: Chairman VanDyke  
Approval of Minutes of August 31, 2010
- \*9:05 – 9:10      Follow-Up Business
- \*9:10 – 9:20      Bid Opening/Blue Creek Watershed Improvements Package C – Brent Slater
- \*9:20 – 9:25      Bid Recommendation/NRCS Project Package B – Brent Slater/Bill Gilson
- \*9:25 – 9:30      Family Day Proclamation – Chairman VanDyke
- \*9:30 – 9:35      911 Maintenance Agreement # 10-62 – Chairman VanDyke
- \*9:35 – 9:45      Property Tax/Intermountain Indian Property – Todd Lish
- \*9:45 – 9:55      Central Box Elder Fire SSD Boundary/Resolution/Board – Mayor Forsgren
- \*9:55 – 10:00      Central Box Elder Fire SSD Service Fee – Chairman VanDyke
- \*10:00 – 10:10      Using Title III Secure Rural School Funds – Rebecca Dilg
- \*10:10 – 10:15      Warrant Register & Personnel Actions – Commissioners
- \*10:15 – 10:20      Assignment Review – Commissioners

**Adjournment**

**MINUTES  
BOX ELDER COUNTY COMMISSION  
AUGUST 31, 2010**

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 8:00 a.m. on **AUGUST 31, 2010**. The following members were present:

Jay E. Hardy	Commissioner
Brian K. Shaffer	Commissioner
LuAnn Adams	Recorder/Clerk

EXCUSED:                Rich VanDyke                Chairman

The following items were discussed:

1. Agenda Review/Supporting Documents
2. Commissioners' Correspondence
3. Staff Reports
4. Correspondence
5. Assignment Review
6. Proposal for Box Elder Museum - Dennis J. Fife

The Administrative/Operational Session adjourned at 8:59 a.m.

The regular session was called to order by Chairman VanDyke at 9:00 a.m. with the following members present, constituting a quorum:

Jay E. Hardy	Commissioner
Brian K. Shaffer	Commissioner
LuAnn Adams	Recorder/Clerk

EXCUSED:                Rich VanDyke                Chairman

The prayer was offered by Commissioner Shaffer.

**APPROVAL OF MINUTES**

**THE MINUTES OF THE REGULAR MEETING OF AUGUST 24, 2010 WERE APPROVED AS WRITTEN ON A MOTION BY ~~COMMISSIONER SHAFER~~, SECONDED BY ~~COMMISSIONER HARDY~~ AND UNANIMOUSLY CARRIED.**

**AGENDA: ATTACHMENT NO. 1**

**FOLLOW-UP BUSINESS – COMMISSIONERS****Box Elder County Fair – Commissioner Shaffer**

Commissioner Shaffer said we had a very successful fair this year. The attendance and revenues at the rodeo were up from last year. The weather was good and the rains made it pleasant to be there. The Jr. Livestock Show was very successful. There were 100 steers, over 300 sheep and 200 pigs at the fair. The Jr. Livestock Auction brought in a little less than \$600,000. It was a good year for the kids. It was well supported by the community, and Commissioner Shaffer thanked all the businesses, grandparents and people that supported the kids. There were more small animals displayed because of the expansion of the display area. He said there were rabbits, pigeons and chickens like you have never seen. That portion is growing because of the ability of kids in the urban areas to bring small animals to the fair. This gives more people an opportunity to become involved in the fair. The 4-H kids brought projects to the fair to be judged. Overall, Commissioner Shaffer feels it was successful. He thanked all those that had a part in putting on this event. He said people traveled from out-of-state and from out of the county to visit the fair. He said it was a very successful time.

Commissioner Hardy doesn't know where you can go to see a bigger small animal show. He said there is not another fair within 11 states that is bigger than Box Elder County's. It is the biggest show in the Western United States. He said then you add the rest of the big animals to the fair. Commissioner Hardy felt the new Jumbo-Tron Screen at the rodeo was a nice addition to the rodeo. Everyone was commenting on the new screen. Donations from businesses paid for the Jumbo-Tron.

**PEACH DAYS PRESENTATION – MONICA HOLDAWAY**

Brigham City Area Chamber of Commerce Director Monica Holdaway told the Commissioners that Peach Days is next week and everyone is excited. She asked the Commissioners if there were any questions. She talked about the parking lot being closed Thursday night and that the employees will receive a parking pass and can park on the dirt parking lot. She asked if the county fleet vehicles could be moved to the new building.

Commissioner Hardy said the county will try to have the back parking lot of the New Justice Center open to the public for parking.

The Commissioners wished Monica Holdaway good luck!

**BID OPENING – POCATELLO VALLEY ROADWAY PROTECTION PROJECT  
PACKAGE B – BILL GILSON/BRENT SLATER**

Road Supervisor Bill Gilson said the bid opening is for an NRCS Emergency Watershed Project, and they would be opening bids for Package B which consists of putting several waterway dips in to protect the roadways from rainstorms. In the past the county has seen a lot of damage to the roads from rains. The project is estimated at \$1.8M.



Bill Gilson then opened the following bids:

<u>Company</u>	<u>Bid Bond</u>	<u>Bid Amount</u>
Granite Construction	Yes	\$1,091,870.00
Staker Parson	Yes	\$ 870,204.69
Geneva Construction	Yes	\$ 967,584.50
Bowen Construction	Yes	\$1,501,691.09
Whitaker Construction	Yes	\$ 991,335.00
Gerber Construction	Yes	\$1,599,149.00
Skyview Excavating	Yes	\$1,159,880.00

MOTION: A motion was made by **Commissioner Shaffer** to authorize the staff to review the low bid from Staker Parson and come back with a recommendation on September 7. The motion was seconded by **Commissioner Hardy** and unanimously carried.

#### **GREAT SALT LAKE COMPREHENSIVE MANAGEMENT PLAN REVISION – LAURA VERNON**

Laura Vernon, SWCA Environmental Consultant, said her company has been hired by the Utah Department of Natural Resources Division of Forestry, Fire and State Lands to review the Great Salt Lake Comprehensive Management Plan. She talked about the responsibilities.

Ms. Vernon said the Division of Forestry, Fire and State Lands is responsible for managing the state sovereign land with regard to the Great Salt Lake. She said that is the land that lies below the high water mark. The meander line, which is what they use for the high water mark, was mapped from 1855-1966. When measuring, the lake fluctuated in elevation from 42,002 to 42,012 feet. Ms. Vernon said when we are talking about the Comprehensive Management Plan for the Great Salt Lake we are talking about lands that lie below 42,012. She noted that the DNR's responsibilities are multi-use mandated. They have a very complex task to manage for a range of resources as long as it avoids substantial impairment to the Great Salt Lake. They have to manage recreation and tourism, mineral development, and avoid substantial impairment to the resource. Ms. Vernon's task is to review the existing plan that was completed in 2000 and review the 1996 mineral leasing plan and what issues have changed and how we can incorporate new data. When the 2000 plan was being developed a lot of the issues around the Great Salt Lake were high water. Today it is low water levels. The current document doesn't provide a lot of guidance on what to do during low lake levels. She said we want to look at today's conditions and incorporate them into the plan. Since the plan was last done, there has also been a lot of research done on the lake. They want to incorporate all of the scientific research into the plan and make the best management decision they can.

Ms. Vernon explained the process. She said there is an open house meeting in the “J Room” regarding the project. They will be talking about the time-line for the project. (*See Attachment No. 2 – Project Schedule.*) It is a two-year planning project. Right now they are in the scoping phase of the planning process. She said they are in Box Elder County today to gather ideas and issues about the lake and what concerns the county has. She wants to know what the concerns are of the people and the industries that have an interest in the lake. They are going to indentify all of the issues regarding each resource around the lake, and they will develop a range of management alternatives to deal with those. She invited interested parties or individuals to come and learn and provide comments on the project. Ms. Vernon said you can submit comments to either her or Laura Ault from the Natural Resources Division of Forestry, Fire and State Lands.

There will be a second round of public meetings in late fall or early winter. The draft CMP will be available for public comment in the spring of 2011. The final CMP and Decision Document will be completed by February 2012.

#### **TAX DEFERRAL FOR DEVELOPMENT PROPERTY – TODD LISH**

Tom Mannschreck said he has a real estate development business out of Boise, Idaho, and he develops apartments for communities. He said his apartments are for seniors who are independent. There is a full-size kitchen in the apartments and other amenities like a library, craft room, exercise center and a community kitchen for birthday parties. They will host pot lucks twice a month. Outside there is a large community garden and a barbecue area.

Mr. Mannschreck said when they decided to explore the development in Brigham City they were looking at parcels with approximately 3.5 acres. Todd and Clint Lish were asked to find apartment site property. They have ended up with approximately 50 acres at the old Intermountain Indian School. The owners of the property are headquartered in New York City and nothing they have tried has come to fruition. They will continue to build the apartments and hopefully sell some of the property to another developer.

Brigham City Economic Development Director Paul Larsen said when you look at the property, if you want Mr. Mannsachreck’s project to be attractive, you will need to demolish the old dormitories. He explained there is another developer interested. Thomas Development will be the master developer with the senior housing project, but there is another developer interested in 30 acres. There are a number of things that could develop on the property such as commercial, residential, and office.

Mr. Mannschreck said the property is bogged down with obligations and taxes. He is asking for increments of tax relief from Brigham City and the County. He asked the Commissioners for a one-year extension from November 30<sup>th</sup> on the outstanding taxes, interest and penalties on the property. He said they are not buying the property to sit on it for five years. The current amount with interest and penalties is \$290,000.

Lee Beverly, County Auditor's Office, said they are not in opposition of the project but that past due property taxes are the responsibility of the current owner and should be taken care of at the closing. He said the Auditor's Office feels like these taxes should be taken care of like any other home seller and should be paid out of the proceeds of the sale rather than transferring them.

Director of Community Development Kevin Hamilton said he would sit down with Paul Larsen and the developer to try and structure something if possible. They will bring it back to the commission table next week.

**MOTION:** A motion was made by **Commissioner Shaffer** to recommend that staff review the tax deferral for the Eagle Point Realty Property and bring back a recommendation on September 7 as to the proposed tax deferral for one year. The motion was seconded by **Commissioner Hardy** and unanimously carried.

#### **ACCEPTANCE-NRCS/BLUE CREEK WATERSHED IMPROVEMENTS PACKAGES C & D – BRENT SLATER**

County Surveyor Brent Slater brought before the Commissioners acceptances packages for the NRCS/Blue Creek Watershed Improvements. He said Package C is out for bid right now, and they have a pre-bid tour coming up on Thursday with a bid opening on September 7<sup>th</sup>. He said packages D and E are going out together. They will be opening the bids a week apart. The bid opening for Package D will be September 21 and Package E on September 28. Mr. Slater said he needs a signature from the Commissioners for all three packages. Mr. Slater said they will be cleaning out sediment basins and terraces in Blue Creek and Hansel Valley.

**MOTION:** A motion was made by **Commissioner Shaffer** to authorize the chair to sign the design and specifications for Packages C, D and E. The motion was seconded by **Commissioner Hardy** and unanimously carried.

#### **AUTHORIZE REQUEST FOR BIDS FOR PACKAGES D & E – BRENT SLATER**

**MOTION:** A motion was made by **Commissioner Shaffer** to authorize the request for bid for Packages C, D and E and that they are sent out. The motion was seconded by **Commissioner Hardy** and unanimously carried.

#### **PUBLIC HEARING/FLOOD DAMAGE PREVENTION ORDINANCE – COMMISSIONERS**

*(See Attachment No. 3 – Attendance List.)*

Vice Chairman Hardy declared the public hearing regarding a flood Damage Prevention Ordinance open at 10:00 a.m.

Director of Community Development Kevin Hamilton said in conjunction with updating the flood plain maps, FEMA said the county needs to also update our Flood Plain Ordinance which was adopted in 1989. This ordinance allows people to participate in the flood insurance program. He said the county must have this adopted by the end of September so the county does not create problems for people trying to get loans. Mr. Hamilton said the ordinance is not very different from our current Ordinance No. 163. He is asking the Commissioners to adopt the ordinance subject to some minor changes.

Vice Chairman Hardy asked for comments from those in attendance. There were no comments.

MOTION: A motion was made by **Commissioner Shaffer** to close the public hearing. The motion was seconded by **Commissioner Hardy** and the public hearing was closed at 10:11 a.m.

MOTION: A motion was made by **Commissioner Shaffer** to adopt ordinance No. 346, subject to repealing Ordinance 163, and amending the Box Elder County Land Use Management and Development Code to include a new chapter designated as Article 5-4 entitled Flood Damage Prevention and subject to the County Attorney's review and allow the chair to sign. The motion was seconded by **Commissioner Hardy** and unanimously carried.

#### **SET PUBLIC HEARING ARTICLE 6 LUM & DC – TAMARA WRIGHT**

County Planner Tamara Wright said Article 6 LUM & DC needs to be updated in order to bring the definitions for a subdivision into compliance with the state code. She asked that a public hearing be set on September 21.

MOTION: A motion was made by **Commissioner Shaffer** to set a public hearing for a subdivision definition modification on September 21 at 10:00 a.m. The motion was seconded by **Commissioner Hardy** and unanimously carried.

#### **SIGNATURE OF CHAIR FOR ESCROW RELEASE/SHERM RICHINS AND PETTINGILL ESTATES – TAMARA WRIGHT**

County Planner Tamara Wright said a couple of weeks ago she came in with escrow release agreements. The bank needs a letter of authorization from the Commission.

MOTION: A motion was made by **Commissioner Shaffer** to authorize the chair to sign the letters for the escrow releases for Sherm Richins and Pettingill Estates. The motion was seconded by **Commissioner Hardy** and unanimously carried.

**EXTENSION OFFICE TO COME TO COURTHOUSE FROM USU COMPLEX – COMMISSIONER SHAFFER**

Commissioner Shaffer said USU will be putting in a Business Resource Center at their Brigham City Campus, and this center will require more space. They will be using the offices where the USU Extension is currently housed. Commissioner Shaffer said the county has an agreement with the USU Extension that the county will provide office space, some staff and other incidentals. With the space being proposed at USU, and with the justice court and DMV moving from the old courthouse to the new justice center, he feels there will be room to house the extension in the old courthouse.

**MOTION:** A motion was made by **Commissioner Shaffer** to move the extension office and all of their facilities to the courthouse and that the move would take place sometime after January 1, 2011. The motion was seconded by **Commissioner Hardy** and unanimously carried.

It was noted that this move will save the county money in the long-run, because the county will not pay for lease space for the extension offices.

**COMMISSIONER'S CHOICE PHOTOGRAPH WINNERS/COUNTY FAIR – COMMISSIONER SHAFFER**

Commissioner Shaffer said every year the Commissioners sponsor a Commissioner's Choice Photograph that was taken from county areas. The photographs are displayed in the Fine Arts Building, and the picture was picked by Commissioner Hardy, Commissioner VanDyke and Commissioner Shaffer. The winning photograph was submitted by Kaylene Millsap from Bear River City and the picture was entitled "Corn Rows". The picture will be on display in the Commission Office for a couple of weeks. The winner is awarded a \$25.00 premium and recognition that they are good photographers.

**AUTHORIZING INFORMATION/WEST CORINNE WATER COMPANY – ATTORNEY HADFIELD**

Attorney Stephen Hadfield said the county requested additional taps from the West Corinne Water Company and was turned down. The Commissioners have requested a copy of the water company's bylaws and articles of incorporation. The water company said they would not give the county a copy without something in writing. Attorney Hadfield prepared a letter for the Commissioners' signatures.

**MOTION:** A motion was made by **Commissioner Shaffer** to send a letter of request to furnish the Articles of Incorporation and Bylaws to help the Commissioners understand how to best use the County's water shares in the future. The motion was seconded by **Commissioner Hardy** and unanimously carried.

**TEMPORARY CLOSING OF EMIGRANT TRAIL ROAD – JOE CURRIE**

Joe Currie, Ruby Pipeline Field Land Manager, commented he does a lot of traveling to a lot of county seats, and he was really impressed with how the Box Elder County Fair was set up. He said it was well organized. There were big crowds and no rowdy people, and it was really comfortable to be there. He told the Commissioners it was great what they do for their community.

Joe Currie said Ruby Pipeline is doing some heavy repairs to the road on instructions from the county and the BLM. They are putting some road base, gravel and magnesium chloride on the road. The dust is a terrible problem. They are getting a lot of spectators wanting to watch, and they must be in compliance. He said they must stay within the right-of-way. He is asking the Commissioners to leave the road open only to local traffic in order to eliminate the problem. He said they would allow people that live there to use the road, but there is a safety factor as they are working with trucks coming up and down the road. Just by allowing the public to view, it is causing a problem. He would like to get this done as soon as possible and have the road posted “local traffic only”.

Commissioner Shaffer said the Commissioners appreciate the efforts to keep the roads in good condition.

**MOTION:** A motion was made by **Commissioner Shaffer** to authorize Ruby Pipeline and contractors to temporarily close the Emigrant Trail Road from Hwy 30 to the Board Ranch Road to everyone except local through traffic. The motion was seconded by **Commissioner Hardy** and unanimously carried.

**WARRANT REGISTER – COMMISSIONERS**

The Warrant Register was signed and the following claims were approved for payment: Claims 71807 – 71917 in the amount of \$196,342.14.

**PERSONNEL ACTIONS – COMMISSIONERS**

SHERIFF DEPT:	Paula Jo Gomez, compensation change, effective 08/12/2010
SHERIFF DEPT:	Mickie Hayman, compensation change, effective 08/12/2010
SHERIFF DEPT:	Larry Blanchard, compensation change, effective 08/16/2010
FAIRGROUNDS:	Christopher Linford, separation, effective 08/28/2010
PERSONNEL:	Jenica Baggs, compensation change, effective 08/12/2010
WEED DEPT:	Dallin Fukui, separation, effective 08/26/2010
WEED DEPT:	Kevin Fukui, separation, effective 08/26/2010
WEED DEPT:	Betty Jo Spencer, separation, effective 08/26/2010

**EXECUTIVE SESSION – PERSONNEL – PEGGY MADSEN**

**Discussion of character, professional competence or physical or mental health of an individual.**

MOTION: At 10:58 a.m. a motion was made by **Commissioner Shaffer** to move into an executive session to discuss personnel issues. The motion was seconded by **Commissioner Hardy** and unanimously carried.

MOTION: At 12:06 a.m. a motion was made by **Commissioner Shaffer** to reconvene into regular commission meeting. **Commissioner Hardy** seconded the motion, and regular commission meeting was reconvened.

**Commissioner Hardy** explained that personnel matters were discussed during the executive session.

**ADJOURNMENT**

A motion was made by **Commissioner Shaffer** to adjourn. **Commissioner Hardy** seconded the motion, and the meeting adjourned at 11:07 a.m.

**ADOPTED AND APPROVED** in regular session this 7th day of September 2010.

\_\_\_\_\_  
Jay E. Hardy, Commissioner

\_\_\_\_\_  
Brian K. Shaffer, Commissioner

ATTEST:

\_\_\_\_\_  
LuAnn Adams, Recorder/Clerk



### Agenda Item Request Form

All agenda items and any back-up material needs to be submitted to the Recorder/Clerk's Office by **Thursday at Noon** in order to be on the following Tuesday's Agenda.

You may email back-up: ordinances, resolutions, contracts, agreements and a brief explanation of your item to: [dfuhriman@boxeldercounty.org](mailto:dfuhriman@boxeldercounty.org)

Item to be presented in: Admin/Oper ☐ Commission Meeting ☒  
MBA ☐ RDA ☐ Executive Session ☐ Other \_\_\_\_\_

Date of meeting requested: Sept 7 Date form submitted: Aug 18

Time allotment requested: 5 min. ☐ 10 min. ☒ Other \_\_\_\_\_

Subject to be presented Bid Opening/Blue Creek Watershed Improvements Pkg C.  
(Please use specific language as to how you want the item noticed)

Person & Organization submitting item Brent Slater

Contact Information \_\_\_\_\_  
(Please include phone number)

Reason for request:

What action have you taken/Who have you contacted prior to this?

Official Action Requested:

Has the document been approved by the County Attorney? Yes ☐ No ☐



Mail to: Box Elder County Recorder/Clerk  
01 South Main  
Brigham City, Utah 84302  
Phone: (435) 734-3391  
Fax: (435) 723-7562  
E-mail: [dfuhriman@boxeldercounty.org](mailto:dfuhriman@boxeldercounty.org)





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MBA ☐ RDA ☐ Executive Session ☐ Other \_\_\_\_\_

Date of meeting requested: Sept. 7 Date form submitted: Aug 31

Time allotment requested: 5 min. ☒ 10 min. ☐ Other \_\_\_\_\_

Subject to be presented NRCS Package B - Bid Recommendation  
(Please use specific language as to how you want the item noticed)

Person & Organization submitting item Bill Gulson/Brent Slater

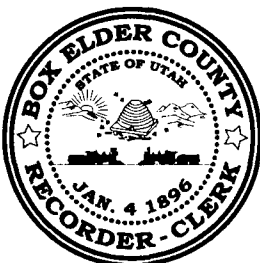
Contact Information \_\_\_\_\_  
(Please include phone number)

Reason for request:

What action have you taken/Who have you contacted prior to this?

Official Action Requested:

Has the document been approved by the County Attorney? Yes ☐ No ☐



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Item to be presented in: Admin/Oper ☐ Commission Meeting ☒  
 MBA ☐ RDA ☐ Executive Session ☐ Other \_\_\_\_\_

Date of meeting requested: September 7, 2010 Date form submitted: September 1

Time allotment requested: 5 min. ☒ 10 min. ☐ Other \_\_\_\_\_

Subject to be presented Family Day Proclamation  
 (Please use specific language as to how you want the item noticed)

Person & Organization submitting item Commissioner Rich VanDyke

Contact Information 734-3347

(Please include phone number)

Reason for request:  
 Proclaim September 27 Family Day--a day to eat dinner with your family. The National Center on Addiction and Substance Abuse (CASA) at Columbia University launched Family Day in 2001 after CASA's research consistently found that the more often children eat dinner with their parents, the less likely they are to smoke, drink or use illegal drugs. Last year, scores of Americans celebrated Family Day as well as hundreds of schools, community groups and faith-based organizations nationwide.

What action have you taken/Who have you contacted prior to this?

Official Action Requested:

Sign the resolution proclaiming the fourth Monday of September of every year Family Day

Has the document been approved by the County Attorney? Yes ☐ No ☐



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 01 South Main  
 Brigham City, Utah 84302

Phone: (435) 734-3391

Fax: (435) 723-7562

E-mail: [dfuhriman@boxeldercounty.org](mailto:dfuhriman@boxeldercounty.org)



THE NATIONAL CENTER ON ADDICTION AND  
SUBSTANCE ABUSE AT COLUMBIA UNIVERSITY



## **ALONG WITH ISSUING YOUR *FAMILY DAY* PROCLAMATION YOU COULD:**

- Encourage all parents in your community to log onto [www.CASAFamilyDay.org](http://www.CASAFamilyDay.org) to take the *Family Day* STAR Pledge to commit to:

**S**pend time with your kids by having dinner together

**T**alk to them about their friends, interests and the dangers of drugs and alcohol

**A**nswer their questions and listen to what they say

**R**ecognize that **YOU** have the power to keep your kids substance-free!

- Attend a family friendly event on or leading up to *Family Day*. You could partner with community groups and local businesses that are organizing *Family Day* events or invite families and leaders to an event at a local landmark or any other family friendly site.
- Issue a press release announcing your support of *Family Day*.
- Link to [www.CASAFamilyDay.org](http://www.CASAFamilyDay.org) from your website.
- Order *Family Day* brochures, posters and magnets to distribute throughout the community and to employees.

**For more information about *Family Day*,  
log onto [www.CASAFamilyDay.org](http://www.CASAFamilyDay.org).**

**CELEBRATE *FAMILY DAY*  
SEPTEMBER 27, 2010**

## **Sample Press Release**

Contact: [INSERT CONTACT PERSON]

FOR IMMEDIATE RELEASE  
September XX, 2010

### **[INSERT OFFICIAL'S NAME] JOINS CASA\* IN CELEBRATING FAMILY DAY– A DAY TO EAT DINNER WITH YOUR CHILDREN™ TO HELP PREVENT SUBSTANCE ABUSE AMONG CHILDREN AND TEENS**

[INSERT DATELINE] – [INSERT OFFICIAL'S NAME] is joining forces with The National Center on Addiction and Substance Abuse (CASA) at Columbia University to celebrate the 10<sup>th</sup> Anniversary of *Family Day – A Day to Eat Dinner with Your Children™* on September 27, 2010.

Launched by CASA in 2001, *Family Day* is a national movement that encourages parents to frequently eat dinner with their kids and be involved in their children's lives. CASA's research consistently finds that the more often kids eat dinner with their families, the less likely they are to smoke, drink or use drugs. *Family Day* helps remind busy families of the invaluable role that parental involvement plays in steering children and teens away from cigarettes, drugs and alcohol.

*"[INSERT QUOTE FROM OFFICIAL URGING PARENTS TO MAKE FAMILY MEALS AND THE CONVERSATIONS THAT GO WITH THEM, AN EVERY DAY OCCURRENCE AND ENCOURAGING PARENTS TO TAKE THE FAMILY DAY PLEDGE AT [www.CASAFamilyDay.org](http://www.CASAFamilyDay.org)]"*

"America's drug problem is not going to be solved in courtrooms or legislative hearing rooms by judges and politicians. It will be solved in living rooms and dining rooms and across kitchen tables – by parents and families," says Joseph A. Califano, Jr., CASA's Founder and Chair and the former U.S. Secretary of Health, Education, and Welfare. "Family dinners and the communication that occurs over the course of a meal are critical in building a relationship with your children and to understanding the world in which they live. Parents, frequent family dinners make a difference!"

*[INSERT INFORMATION ABOUT YOUR FAMILY DAY ACTIVITIES, IF ANY]*

According to CASA's report *The Importance of Family Dinners V*, compared to children who have frequent family dinners (five or more per week), children who have infrequent family dinners (less than three per week) are:

- Twice as likely to use marijuana
- Twice as likely to use tobacco
- More than one and a half times likelier to use alcohol

[INSERT OFFICIAL'S NAME] is committed to strengthening families and believes that celebrating *Family Day* is an important first step in helping to provide a substance free youth for America's children and teens.

For additional information about *Family Day*, visit [www.CASAFamilyDay.org](http://www.CASAFamilyDay.org).

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\*The National Center on Addiction and Substance Abuse at Columbia University is neither affiliated with, nor sponsored by, the National Court Appointed Special Advocate Association (also known as "CASA") or any of its member organizations, or any other organizations with the name of "CASA".

## **Draft Proclamation**

WHEREAS the use of illegal and prescription drugs and the abuse of alcohol and nicotine constitute the greatest threats to the well-being of America's children;

WHEREAS 15 years of surveys conducted by The National Center on Addiction and Substance Abuse (CASA) at Columbia University have consistently found that the more often children and teenagers eat dinner with their families the less likely they are to smoke, drink and use illegal drugs;

WHEREAS frequent family dining is associated with lower rates of teen smoking, drinking, illegal drug use and prescription drug abuse;

WHEREAS the correlation between frequent family dinners and reduced risk for teen substance abuse is well documented;

WHEREAS parents who are engaged in their children's lives - through such activities as frequent family dinners - are less likely to have children who abuse substances;

WHEREAS family dinners have long constituted a substantial pillar of family life in America:

Now, therefore, I, [NAME], [TITLE], do hereby proclaim the fourth Monday of every September as

***Family Day – A Day to Eat Dinner with Your Children<sup>TM</sup>***

and urge all citizens to recognize and participate in its observance.



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 MBA ☐ RDA ☐ Executive Session ☐ Other \_\_\_\_\_

Date of meeting requested: September 7, 2010 Date form submitted: September 1

Time allotment requested: 5 min. ☒ 10 min. ☐ Other \_\_\_\_\_

Subject to be presented 911 maintenance agreement

(Please use specific language as to how you want the item noticed)

Person & Organization submitting item Commissioner Rich VanDyke

Contact Information 734-3347

(Please include phone number)

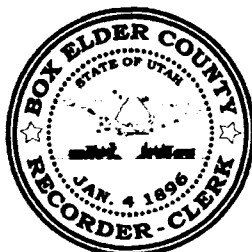
**Reason for request:**  
 The 911 committee negotiated a two year (year 4 and 5) maintenance contract for all of the funded 911 Paps. Since the committee has agreed to pay 100% of your maintenance, you will just need to sign the attached document and fax it back to me. You will then receive a bill and can submit the entire amount to Sam Saeva of the 911 committee for reimbursement. If you did not receive 100% grant money for year 4 you can also be reimbursed for that.

What action have you taken/Who have you contacted prior to this?

Official Action Requested:

Work out issues and sign contract

Has the document been approved by the County Attorney? Yes ☐ No ☒



Mail to: Box Elder County Recorder/Clerk  
 01 South Main  
 Brigham City, Utah 84302

Phone: (435) 734-3391

Fax: (435) 723-7562

E-mail: [dfuhriman@boxeldercounty.org](mailto:dfuhriman@boxeldercounty.org)

**PUBLIC SAFETY PRODUCT  
SALES/INSTALLATION/MAINTENANCE AGREEMENT**

Qwest Communications Company, LLC ("Qwest") and Utah DPS Box Elder Communications Center ("Customer"), a public entity organized under the laws of the State of Utah, hereby enter into this Public Safety Product Sales/Installation/Maintenance Agreement ("Agreement"). Customer's current address, facsimile number, and person designated for notices are: 152 S. 1000 West Brigham City UT Attn: Scott Wolford 435.720.1527.

**1. Products and Services Supplied under this Agreement.**

1.1 Qwest will provide and Customer will purchase the Public Safety Product hardware and/or software ("Product") specified in Attachment 1 to this Agreement. Customer will purchase Product(s) to provide public safety emergency communications services.

1.2 Qwest will install Product(s) specified in Attachment 1 according to the terms described in Attachment 2 to this Agreement, titled, Installation.

1.3 Qwest will provide maintenance services for the Public Safety Product(s) specified in Attachment 1 according to the terms described in Attachment 3 to this Agreement, titled, Maintenance Provisions.

**2. Sales Price and Payment Terms.**

2.1 Qwest's prices for Product(s) and installation appear in Attachment 1 to this Agreement. Qwest's prices for maintenance appear in Attachment 3 to this Agreement. All charges will be paid within 30 days of the invoice date and in accordance with the payment schedules referenced in Attachment 4 to this Agreement, titled, Payment Schedules. Prices quoted in this Agreement will be good until August 31, 2010. After such date, prices are subject to change.

2.2 Late Payment Charge - Qwest will apply a service charge of 1½% per month on any unpaid balance not received by Qwest within 30 days of the invoice date.

**3. Taxes and Fees.** Prices do not include taxes or fees, of any kind, established by governmental authorities. Customer will pay all such applicable taxes and fees when billed by Qwest. Alternatively, Customer may supply Qwest a tax exemption certificate in a form satisfactory to Qwest.

**4. Customer Responsibilities.**

4.1 Customer will ensure that its personnel are available to receive delivery of Product(s) at site, at a date and time to be determined between Qwest and Customer. Risk of loss and damage to Product(s) passes to Customer upon delivery of Product(s) to Customer at site.

4.2 Customer agrees to grant reasonable right of entry to Qwest's representatives to deliver the Product(s) or perform all services contemplated under or by virtue of this Agreement, or both, and will make available a reasonable amount of appropriate, secure space for storage of Product(s) or parts as necessary.

4.3 Customer is responsible for proper site preparation, meeting and maintaining proper environmental conditions, including but not limited to, air conditioning, cleanliness, temperature requirements, and electrical requirements as indicated by the manufacturers of Product(s) in Attachment 1. Customer agrees to follow the National Emergency Numbering Association ("NENA") recommendations and guidelines for site preparation as set forth in the NENA Technical Information Document 04-502, which can be found at [www.nena.org](http://www.nena.org).

4.4 Product(s) delivered to Customer will be available at site on the installation date. The estimated installation begin and complete dates are identified in Attachment 2 to this Agreement.

**5. Health and Safety Compliance.** Qwest and Customer will adhere to all applicable health and safety laws, rules and regulations including the Occupational Safety and Health Administration's ("OSHA") rules and regulations. Customer agrees to certify that there is no asbestos on any premises in any areas where Qwest will be working. In the event Customer will not certify an asbestos free environment or asbestos is discovered in the Qwest work area, there may be additional costs to perform under this Agreement in compliance with OSHA's rules and regulations. Customer understands and agrees this Agreement does not include the prices attributable to working in an asbestos environment including, but not limited to, asbestos sampling, testing, cleanup, or rerouting or delays caused by any of the above. Customer understands and agrees that prices attributable to any of the above will be in addition to the price agreed to herein and Customer agrees to pay the additional amounts. Customer's non-compliance with this provision will be considered as Customer's default under this Agreement.

**6. Customer Acceptance.** CUSTOMER MUST NOTIFY QWEST IN WRITING AND SPECIFY ANY PORTIONS OF THE PRODUCT(S) LISTED IN ATTACHMENT 1 THAT ARE UNACCEPTABLE. IF CUSTOMER DOES NOT NOTIFY QWEST WITHIN 10 BUSINESS DAYS FROM THE INSTALLATION DATE OR DELIVERY DATE, WHICHEVER IS APPLICABLE, PRODUCT(S) WILL BE DEEMED ACCEPTED. ANY PRODUCT INSTALLED BY QWEST IS CONSIDERED ACCEPTABLE IF IT IS INSTALLED AND OPERATES MATERIALLY IN ACCORDANCE WITH THE MANUFACTURER'S SPECIFICATIONS. QWEST RESERVES THE RIGHT TO CORRECT ANY PORTION OF A PRODUCT THAT HAS BEEN REJECTED BY CUSTOMER. ANY PORTION OF A PRODUCT

THAT HAS NOT BEEN REJECTED BY CUSTOMER AND IS FUNCTIONALLY DIVISIBLE MAY BE INVOICED SEPARATELY. MOVES AND CHANGES ARE CONSIDERED ACCEPTED WHEN THE DESCRIBED WORK IS MATERIALLY COMPLETED. ANY PORTION OF A PRODUCT THAT IS FOUND TO BE UNACCEPTABLE AFTER THE 10-DAY ACCEPTANCE PERIOD MAY BE REPORTED TO THE QWEST E911 CALL CENTER AT 1-800-357-0911.

**7. Adds; Changes.** Any changes to a Product order or installation request and any additional Product orders or installation requests must be by written amendment or by submitting a 911 CPE purchase order ("Purchase Order") to Qwest. The amendment or Purchase Order will be signed by authorized representatives of both parties and made a part of this Agreement.

**8. Right to Subcontract.** It is specifically agreed that Qwest may subcontract all or any portion of the work without the prior written consent of Customer. Qwest will remain responsible for the work of any subcontractor.

**9. Indemnification for Claims Associated with Personal Injury, Death, or Property Damage Only.** Each party will indemnify and hold harmless the other party in connection with claims, losses, damages, liabilities, and law suits to the extent they arise from, or are alleged to arise from, negligent acts solely in connection with a party's performance under this Agreement or a party's use of, or operation of, the Product(s) sold, installed, and maintained under this Agreement. This indemnity extends solely to claims and lawsuits for personal injury, death, or destruction of tangible property. IN NO EVENT WILL EITHER PARTY BE LIABLE FOR ANY INDIRECT, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES FOR ANY REASON WHATSOEVER.

**10. Confidentiality; Publicity.** Neither party will, without the prior written consent of the other party: (a) disclose any of the terms of the Agreement or use the name or marks of the other party or its Affiliates; or (b) disclose or use (except as expressly permitted by, or required to achieve the purposes of, the Agreement) the Confidential Information of the other party. Qwest's consent may only be given by its Legal Department. "Affiliate" means any entity controlled by, controlling, or under common control with a party. A party may disclose Confidential Information if required to do so by a governmental agency, by operation of law, or if necessary in any proceeding to establish rights or obligations under the Agreement, provided that the disclosing party gives the non-disclosing party reasonable prior written notice. "Confidential Information" means any information that is not generally available to the public, whether of a technical, business or other nature and that: (c) the receiving party knows or has reason to know is confidential, proprietary or trade secret information of the disclosing party; and/or (d) is of such a nature that the receiving party should reasonably understand that the disclosing party desires to protect such information against unrestricted disclosure. Confidential Information will not include information that is in the public domain through no breach of this Agreement by the receiving party or is already known or is independently developed by the receiving party.

#### **11. Limitation of Liability.**

**11.1** OPERATION OF PUBLIC SAFETY SYSTEMS, CUSTOMER PREMISES SERVICES AND PRODUCT(S) IS THE SOLE RESPONSIBILITY OF CUSTOMER. QWEST'S SOLE UNDERTAKING IS LIMITED TO PROVIDING THE PRODUCT(S) SOLD AND INSTALLATION AND MAINTENANCE OF THE PRODUCT(S) IN ACCORDANCE WITH THE TERMS AND CONDITIONS OF THIS AGREEMENT. THE PROVISION OF PRODUCT(S) SOLD AND SERVICES PERFORMED BY QWEST TO CUSTOMER WILL NOT BE INTERPRETED, CONSTRUED, OR REGARDED, EITHER EXPRESSLY OR IMPLIED, AS BEING FOR THE BENEFIT OF, OR CREATING ANY QWEST OBLIGATION TOWARD ANY THIRD PARTY OR LEGAL ENTITY OTHER THAN CUSTOMER. QWEST'S OBLIGATIONS EXTEND SOLELY TO CUSTOMER.

**11.2** QWEST WILL IN NO EVENT BE LIABLE TO CUSTOMER, OR TO ANY PERSON OR COMPANY USING ANY PRODUCT OR SERVICE SUPPLIED UNDER THESE TERMS AND CONDITIONS OR TO WHOM CUSTOMER FURNISHES A PRODUCT OR SERVICE, FOR INDIRECT, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES ARISING AS A RESULT OF THIS AGREEMENT. QWEST'S ENTIRE LIABILITY FOR ANY CLAIM OR LOSS, DAMAGE OR EXPENSE FROM ANY CAUSE WHATSOEVER WILL IN NO EVENT EXCEED THE HIGHER OF THE REPAIR OR REPLACEMENT COST OF THE ITEM WHICH DIRECTLY GIVES RISE TO THE CLAIM. THIS PARAGRAPH WILL NOT OBLIGATE CUSTOMER TO INDEMNIFY QWEST FOR DAMAGES SUFFERED BECAUSE OF QWEST'S NEGLIGENCE OR INTENTIONAL ACTS WITH RESPECT TO QWEST'S PROVISION OF EQUIPMENT, INSTALLATION, OR MAINTENANCE SERVICE ON EQUIPMENT COVERED BY THIS AGREEMENT.

#### **12. Warranties.**

**12.1** THE WARRANTY PROVIDED IN THIS PARAGRAPH IS LIMITED AND EXCLUSIVE. NO OTHER WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, WILL APPLY TO MAINTENANCE SERVICES RENDERED UNDER THIS AGREEMENT.

**12.2** WARRANTY FOR PRODUCT(S) WILL BEGIN ON THE DATE OF INSTALLATION AND WILL CONTINUE FOR ONE FULL CALENDAR YEAR. DURING THIS WARRANTY PERIOD, QWEST WILL PROVIDE SERVICE TO KEEP PRODUCT(S) LISTED IN ATTACHMENT 1 IN GOOD WORKING ORDER AND TO ENSURE PRODUCT(S) CONFORM TO THE SPECIFICATIONS, TERMS, AND CONDITIONS OF THIS AGREEMENT.

**12.3** DURING THE WARRANTY PERIOD, QWEST WILL REPAIR OR REPLACE, AT NO CHARGE, PRODUCT(S) QWEST FINDS TO BE DEFECTIVE DUE TO QUALITY OF MATERIAL OR MANUFACTURER'S WORKMANSHIP. FOR PRODUCT(S) SOLD BUT NOT INSTALLED BY QWEST, A 90 DAY WARRANTY WILL BEGIN ON THE DATE OF DELIVERY OF THE PRODUCT(S) TO CUSTOMER.



12.4 PERSONNEL FURNISHED BY QWEST WILL BE QUALIFIED TO PERFORM TASKS AND FUNCTIONS FOR WHICH THEY ARE ASSIGNED AND WILL PERFORM THEM IN A PROFESSIONAL MANNER.

12.5 IF THE PRODUCT(S) OR SERVICES FAIL TO MEET THE TERMS OF THIS WARRANTY AS A RESULT OF THE ACTIONS OR NEGLIGENCE OF CUSTOMER OR ACTIONS OF A THIRD PARTY (OTHER THAN AN AGENT OF, OR INDEPENDENT CONTRACTOR OF QWEST), OR DAMAGE RELATING TO ACTS OF GOD, FIRE, VANDALISM, OPERATOR ERROR, USE OF IMPROPER SUPPLIES, OR CUSTOMER INTERFACES OF PERIPHERAL EQUIPMENT, THEN CUSTOMER WILL PAY ALL CHARGES ASSOCIATED WITH THE REPAIR OR REPLACEMENT THEREOF IF CUSTOMER SO ELECTS TO REPAIR OR REPLACE SAID ITEMS.

### **13. Exclusions to Warranties.**

13.1 THE WARRANTIES PROVIDED BY QWEST UNDER THIS AGREEMENT DO NOT INCLUDE THE FOLLOWING SERVICES:

- a. FURNISHING SUPPLIES THAT ARE NOT PART OF THE PRODUCT(S) OR FURNISHING MATERIAL THEREFOR;
- b. ELECTRICAL WORK EXTERNAL TO PRODUCT(S) SOLD UNDER THIS AGREEMENT;
- c. WORK OR SUPPLY OF MATERIAL RELATING TO MAINTAINING A PROPER ENVIRONMENT AT SITE UNLESS INDICATED IN ATTACHMENT 1 TO THIS AGREEMENT;
- d. EQUIPMENT NOT SOLD, INSTALLED, AND MAINTAINED BY QWEST EXCEPT FOR THE 90 DAY WARRANTY FOR PRODUCT(S) SOLD BUT NOT INSTALLED BY QWEST.

13.2 QWEST DOES NOT WARRANT THAT THE OPERATION OF THE PRODUCT(S) WILL BE UNINTERRUPTED OR ERROR FREE.

13.3 WARRANTY DOES NOT COVER PRODUCT(S) AFFECTED BY OPERATOR ERROR, MISUSE OF PRODUCT(S) OR FORCE MAJEURE EVENTS.

13.4 WARRANTY AND MAINTENANCE ON UNINTERRUPTED POWER SUPPLY ("UPS") ARE THROUGH THE MANUFACTURER AND DO NOT INCLUDE BATTERY REPLACEMENT.

**14. Software License.** One or more of the Product(s) may be or may contain software. In some cases the Product(s) manufacturer (Qwest's vendor) has embedded such software into the hardware as an integral part of the Product(s). All software remains the property and full ownership of the creator, developer, manufacturer, or copywriter, whichever the case may be. If required by creator, developer, manufacturer or copywriter, a license must be agreed to by the end-user (Qwest's Customer), to use such software and may contain specific terms and conditions for such use. These specific terms and conditions for use are governed entirely by said creator, developer, manufacturer, or copywriter and will be adhered to by both parties. Upon the requirement of creator, developer, manufacturer or copywriter to execute a Software License Agreement or Software Sub-License Agreement by end-user and/or Qwest, such license must be executed by Qwest's Customer as required, and will become a part of this Agreement by reference.

**15. Default by Customer.** In the event Customer fails or neglects to comply with any term or condition of this Agreement or to pay for services as provided herein, Qwest will have the right, after written notice, to cease performance or warranty service hereunder. This remedy will be in addition to any other remedies, including termination, available to Qwest in law or equity. Qwest will be entitled to recover reasonable attorneys' fees and costs of collection associated with enforcing its rights hereunder.

### **16. Governing Law; Dispute Resolution.**

16.1 Governing Law; Forum. Colorado state law, without regard to choice-of-law principles, governs all matters arising out of, or relating to, this Agreement. Any legal proceeding relating to this Agreement will be brought in a U.S. District Court, or absent federal jurisdiction, in a state court of competent jurisdiction, in the location of the party to this Agreement not initiating the action, as indicated in the Notices section. But Qwest may, at its discretion, initiate proceedings in Denver, Colorado to collect undisputed amounts billed.

16.2 Waiver of Jury Trial and Class Action. Each party, to the extent permitted by law, knowingly, voluntarily, and intentionally waives its right to a jury trial and any right to pursue any claim or action relating to this Agreement on a class or consolidated basis or in a representative capacity.

**17. Notices.** Unless otherwise provided herein, all required notices to Qwest must be in writing, sent to 1801 California St., #900, Denver, CO 80202; Fax #: 888-778-0054; Attn.: Legal Dep't, and to Customer at its then current address as reflected in Qwest's records; Attn.: General Counsel or other person designated for notices. Unless otherwise provided herein, all notices will be deemed given: (a) when delivered in person to the recipient named above; (b) three business days after delivered via regular U.S. Mail; (c) when delivered via overnight courier mail; or (d) when delivered by fax if duplicate notice is also sent by regular U.S. Mail.

**18. General.** Customer represents that it is not a reseller and will not resell the Service. Customer may not assign the Agreement or any of its rights or obligations under the Agreement without the prior written consent of Qwest, which consent will not be unreasonably withheld. Customer may not assign to a reseller or a telecommunications carrier under any circumstances. The Agreement is intended solely for Qwest and Customer and not to benefit any other person or entity, (e.g., End Users). If any term of

the Agreement is held unenforceable, such term will be construed as nearly as possible to reflect the original intent of the parties and the remaining terms will remain in effect. Neither party's failure to insist upon strict performance of any provision of the Agreement will be construed as a waiver of any of its rights hereunder. All terms of the Agreement that should by their nature survive the termination of the Agreement will so survive. Neither party will be liable for any delay or failure to perform its obligations hereunder if such delay or failure is caused by a Force Majeure Event. "Force Majeure Event" means an unforeseeable event beyond the reasonable control of that party, including without limitation: act of God, fire, flood, labor strike, sabotage, fiber cuts, acts of terror, material shortages or unavailability, government laws or regulations, war or civil disorder, or failures of suppliers of goods and services. Except for Tariff or Service modifications initiated by Qwest, all amendments to the Agreement must be in writing and signed by the parties' authorized representatives. However, any change in rates, charges, or regulations mandated by the legally constituted authorities will act as a modification of any contract to that extent without further notice. Each party reserves the right at any time to reject any handwritten change to the Agreement.

19. **Entire Agreement.** This Agreement constitutes the entire agreement between Customer and Qwest and supersedes all prior oral or written agreements or understandings relating to this subject matter.

Qwest and Customer execute and authorize this Agreement as of the last date shown below:

**Utah DPS Box Elder Communications Center**

**Qwest Communications Company, LLC**

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Name Typed or Printed

**Ken Romero**

\_\_\_\_\_  
Name Typed or Printed

\_\_\_\_\_  
Title

**Sales Manager**

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

**CONFIDENTIAL INFORMATION**

## 1. Product Pricing

[illegible]

**2. Installation Pricing.** Customer will pay the following total installation charge for the Product(s) listed above: \$N/A

**ATTACHMENT 2  
TO PUBLIC SAFETY PRODUCT  
SALES/INSTALLATION/MAINTENANCE AGREEMENT  
BETWEEN CUSTOMER AND QWEST COMMUNICATIONS COMPANY, LLC**

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**CONFIDENTIAL INFORMATION**

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**INSTALLATION**

1. **Qwest's Responsibilities.** Qwest will ensure that the Product(s) set forth in Attachment 1 have been installed according to the manufacturer's specifications.

2. **Customer's Responsibilities.** Customer is responsible for:

2.1 Preparing the site properly, including, but not limited to, allowing compliance with manufacturer's specifications of floor plan requirements, as well as providing necessary openings, ducts, 4' x 8' sheet of 3/4" plywood for terminals and cross connect field, and conduits in floors and walls.

2.2 Meeting and maintaining proper environmental requirements as indicated by manufacturer of Product(s) listed in Attachment 1.

2.3 Providing electric current and grounds for any necessary purpose, related to this Agreement, with suitable outlets in rooms where required, including, but not limited to, providing proper lighting for installation personnel.

3. **Time and Materials Charges.** Additional time and materials charges are applicable under the following circumstances:

3.1 Any modifications to building's electrical system required to install listed Product(s) that are not properly performed or provided by Customer;

3.2 Drilling of access holes and provisioning of suitable conduit (if required) from equipment room to dispatch center for cable access that are not properly performed or provided by Customer;

3.3 Customer requests that Qwest connect the Product(s) to voice recorder equipment which was not purchased under this Agreement.

4. **Target Dates.**

4.1 Installation begin date: (estimated) na

4.2 Installation complete date: (estimated) na

Customer \_\_\_\_\_  
(Initials)

Qwest \_\_\_\_\_  
(Initials)

**ATTACHMENT 3  
To PUBLIC SAFETY PRODUCT  
SALES/INSTALLATION/MAINTENANCE AGREEMENT  
BETWEEN CUSTOMER AND QWEST COMMUNICATIONS COMPANY, LLC**

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**CONFIDENTIAL INFORMATION**

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**MAINTENANCE PROVISIONS**

**General.** After expiration of the warranty period, all Product(s) listed in Attachment 1 will be maintained in accordance with the manufacturer's original performance specifications.

**1. Service and Scope.**

1.1 Qwest will provide remedial maintenance on Product(s) listed in Attachment 1, 24 hours a day, seven days a week on a call out basis.

1.2 Qwest will target a response time of two hours from receipt of a call to respond to service-affecting call outs.

1.3 Remedial maintenance means maintenance Qwest deems reasonably appropriate and necessary to return Product(s) listed in Attachment 1 to proper operating condition as specified by manufacturer's specifications.

1.4 Prior to call out, Customer must follow routine test procedures, as specified by Qwest, to localize the cause of a problem.

1.5 After localization of trouble to the Product(s), Customer will immediately notify Qwest, by phone, of any Product(s) malfunction.

**2. Term of Maintenance Provision.**

2.1 The term of this Maintenance Provision will be 3/30/2011 to 3/28/2012 (twelve) months and will begin the day after the warranty period expires for Product(s).

2.2 If Qwest's agreement with the equipment manufacturer terminates before the end of this Agreement, Qwest may discontinue maintenance service with reasonable notice to Customer.

**3. Repair and Replacement of Parts.**

3.1 Qwest will have the option to repair or replace Product(s) specified in Attachment 1, or parts thereof.

3.2 When Qwest replaces part(s) or Product(s), the replacement part(s) become the property of Customer, and the replaced part(s) become the property of Qwest.

3.3 Qwest may, at its option, use new, reconditioned, or a later version of the parts or components of Product(s) to replace parts.

3.4 If Qwest uses parts or Product(s) from a Customer-owned spare parts inventory, the defective part(s) or Product(s) will remain the property of Customer. Customer may, at its option, purchase replacement spare part(s) or Product(s) from Qwest. In the case of such exchange, the defective part(s) or Product(s) become the property of Qwest and the purchased part(s) or Product(s) become the property of Customer.

3.5 Prices for replacement spare part(s) or Product(s) will be the then current Qwest list price.

**4 Software Upgrades (Optional).** Customer may select the software upgrade program listed on Attachment 4. The availability of this option is contingent on the type of Product used. If Customer selects the software upgrade program, the manufacturer, through Qwest, will make new versions and releases of the Product software available for deployment during the contract period. Customer must agree to the software license agreement(s) provided by the Product manufacturer. If Customer is not willing to agree to a manufacturer's software license terms, Qwest will not offer the software upgrade program. The software upgrade program is limited to only the software. If any additional hardware or equipment is required to use the software upgrade program, the cost of such additional hardware or equipment will be Customer's responsibility. Any required labor that is provided by a vendor and/or Qwest will be billed on a time & material basis at then-current rates and charges. Rates for the software upgrade program are shown in the Software Upgrade Program Schedule in Attachment 4. Maintenance for the software upgrade program will be incorporated into the Maintenance Payment Schedule in Attachment 4.

**5. Exclusions.**

5.1 This Agreement does not cover service calls for Product(s) listed in Attachment 1 that are damaged as a result of misuse of the Product(s), abusive environment, Customer modification, Customer interfaces with peripheral Product(s), moves, fire, vandalism, operator error, use of improper supplies, Force Majeure events, or other causes beyond normal usage of the Product(s). However, if Customer requests Qwest to make repairs under such circumstances, and if Qwest agrees to make such repairs, Qwest will provide repair at Qwest's then-current hourly charge rate for service technicians. All parts required to repair the Product(s) will be paid by Customer at the then-current parts list price.

5.2 This Agreement does not cover service calls to locations that are remote from the primary locations listed under this Agreement.

5.3 This Agreement does not cover headsets, Uninterruptible Power Supplies ("UPS"), personal computers, and any equipment not listed on Attachment 1 to this Agreement.

**6. Rates and Charges.**

6.1 Qwest may initiate an increase on each anniversary of this Maintenance Provision not to exceed 10 percent annually, provided Qwest notifies Customer, in writing, 30 days in advance of any such increase. Maintenance charges are provided in Attachment 4 to this Agreement.

Customer \_\_\_\_\_  
(Initials)

Qwest \_\_\_\_\_  
(Initials)

**ATTACHMENT 4  
TO PUBLIC SAFETY PRODUCT  
SALES/INSTALLATION/MAINTENANCE AGREEMENT  
BETWEEN CUSTOMER AND QWEST COMMUNICATIONS COMPANY, LLC**

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**CONFIDENTIAL INFORMATION**

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**PAYMENT SCHEDULES**

**1. Product Pricing Summary.**

Product                \$

Installation         \$

Total                 \$

**2. Product Payment Schedule:**

Contract Signing 20% = \$

Equipment Delivery        50% = \$

Date of Acceptance        30% = \$

**3. Maintenance Service: (12 Months)**

3.1 Maintenance Payment Schedule. Customer will pay the following maintenance charges in accordance with the following payment schedule.

Schedule	Annual Maintenance Charges
First Year (after warranty)	\$
Second Year	\$
Third Year	\$
Fourth Year	\$
Fifth Year	\$7721.10

**4. Software Upgrade Program:**

4.1 Software Upgrade Program Payment Schedule: Customer will pay the following software upgrade program charges in accordance with the following payment schedule.

Schedule	Annual Software Upgrade Program Charges
First Year	\$
Second Year	\$
Third Year	\$
Fourth Year	\$
Fifth Year	\$6286.80

\*Any labor required and provided by a vendor or Qwest will be billed on a time & material basis at then-current rates and charges.

Customer \_\_\_\_\_  
(Initials)

Qwest \_\_\_\_\_  
(Initials)



## Utah DPS - Box Elder Comm Center, UT

### 1-Year Software Support

#### Customer Information

Customer: QWEST  
 Contact:  
 Phone:  
 Fax:  
 E-Mail:

Quote Date: 7/13/10  
 Quote No.: QW32409-35  
 Site No.: 100104  
 Account No: N/A

#### PlantCML Contact Information

Sales Configuration Spec: Damien Miles  
 Phone: 951-719-2148  
 Fax: 866-651-8173  
 E-Mail: dmiles@plantcml-eads.com

Account Exec: Tim DiMarco  
 Phone: 206-755-5333  
 Fax: 206-938-3585  
 E-Mail: tdimarco@plantcml-eads.com

#### VESTA Pallas System

Qty.	Part No.	Description	Unit Price	U/M	Total
1	809800-90301	MTU SPT THRU YR 1 MTU FW	\$162.00	EA	\$162.00
4	809800-90201	VESTA Pallas for PBX Version 4.0 SPT VP 1YR PCML	\$1,188.00	EA	\$4,752.00
4	809800-80106	VESTA Pallas Optional Modules VESTA with IRR for Radio SPT VIRR THRU YR1 PEI	\$214.80	EA	\$859.20
VESTA Pallas System Subtotal					\$5,773.20

#### MagIC - MIS System

Qty.	Part No.	Description	Unit Price	U/M	Total
4	809800-00701	MagIC 4.0 MG 4.X/5.X SPT THRU Y1PEI	\$128.40	EA	\$513.60
MagIC - MIS System Subtotal					\$513.60

#### Quote Summary

VESTA Pallas System	\$5,773.20	92%
MagIC - MIS System	\$513.60	8%
<b>Total</b>	<b>\$6,286.80</b>	<b>100%</b>



## Utah DPS - Box Elder Comm Center, UT

### 1-Year Software Support

#### Additional Comments

Quote is valid for 120 days from Quote Date or until Software Support expires, whichever comes first.

*\* MapStar must be purchased to receive the Trident Discount.*

*\*\* PlantCML will apply any remaining software support on the current system to the new system. This will be issued in the form of a credit that will be applied to the new system order. The amount of the credit will be determined based on the date of shipment of the new system.*

Any line items listed as "Optional" in this quote are not included in the Product Totals, Product Summaries, Quotation Summary, or the Total Quoted Price. These items are not considered to be part of the system. The "Total Quoted Price" on the Quotation Summary page reflects the quote value. This figure includes any and all applicable charges, fees, and or discounts. Costs for actual freight will be added to your invoice.

No order based on this Quote shall be accepted in the absence of a signed master purchase agreement or other purchase agreement with PlantCML governing the terms of sale.

For questions regarding your support renewal term, please contact Jo Cribben at 951-719-2327 or Jennifer York at 951-719-2142.

Lead Time: 4 - 12 Weeks ARO on all PlantCML standard products. 3 - 12 weeks for ORION ARIES.



### Agenda Item Request Form

All agenda items and any back-up material needs to be submitted to the Recorder/Clerk's Office by **Thursday at Noon** in order to be on the following Tuesday's Agenda.

You may email back-up: ordinances, resolutions, contracts, agreements and a brief explanation of your item to: [dfuhriman@boxeldercounty.org](mailto:dfuhriman@boxeldercounty.org)

Item to be presented in: Admin/Oper ☐ Commission Meeting ☒  
MBA ☐ RDA ☐ Executive Session ☐ Other \_\_\_\_\_

Date of meeting requested: 9/7/10 Date form submitted: 9/1/10

Time allotment requested: 5 min. ☐ 10 min. ☒ Other \_\_\_\_\_

Subject to be presented property Tax Intermountain Indian property  
(Please use specific language as to how you want the item noticed)

Person & Organization submitting item Tom Mannschreck (Thomas Dev.)

Contact Information Todd Lish 435-279-7300 or toddlish@yahoo.com  
(Please include phone number)

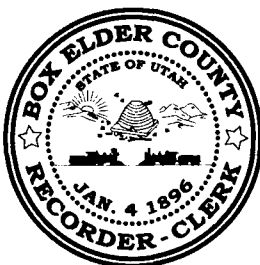
Reason for request: Tax Deferral (1 year)

This item will also include a conference call w/ Tom Mannschreck.

What action have you taken/Who have you contacted prior to this?  
We attended the commission meeting on 8/31/10

Official Action Requested: Further discussion to be at next Commission meeting on 9/7/10

Has the document been approved by the County Attorney? Yes ☐ No ☐



Mail to: Box Elder County Recorder/Clerk  
01 South Main  
Brigham City, Utah 84302  
Phone: (435) 734-3391  
Fax: (435) 723-7562  
E-mail: [dfuhriman@boxeldercounty.org](mailto:dfuhriman@boxeldercounty.org)



### Agenda Item Request Form

All agenda items and any back-up material needs to be submitted to the Recorder/Clerk's Office by Thursday at Noon in order to be on the following Tuesday's Agenda.

You may email back-up: ordinances, resolutions, contracts, agreements and a brief explanation of your item to: [dfuhriman@boxeldercounty.org](mailto:dfuhriman@boxeldercounty.org)

Item to be presented in: Admin/Oper ☐ Commission Meeting ☒  
 MBA ☐ RDA ☐ Executive Session ☐ Other \_\_\_\_\_

Date of meeting requested: September 7, 2010 Date form submitted: Aug. 30

Time allotment requested: 5 min. ☐ 10 min. ☒ Other \_\_\_\_\_

Subject to be presented Box Elder Central Fire SSD boundary, resolution & reducing size of cc  
 (Please use specific language as to how you want the item noticed)

Person & Organization submitting item Honeyville Mayor Dave Forsgren

Contact Information 279-8440  
 (Please include phone number)

**Reason for request:**

Presentation of the boundary map, resolution and reducing the size of the control board for the Box Elder Central Fire Special Service District.

**What action have you taken/Who have you contacted prior to this?**

Eric Johnson. Resolution will be sent to the county attorney for his review.

**Official Action Requested:**

Commissioners' approval of boundary, resolution and control board size.

Has the document been approved by the County Attorney? Yes ☐ No ☐



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Item to be presented in: Admin/Oper ☐ Commission Meeting ☒  
 MBA ☐ RDA ☐ Executive Session ☐ Other \_\_\_\_\_

Date of meeting requested: September 7, 2010 Date form submitted: Aug. 31

Time allotment requested: 5 min. ☒ 10 min. ☐ Other \_\_\_\_\_

Subject to be presented Central Box Elder Fire SSD Service Fee  
 (Please use specific language as to how you want the item noticed)

Person & Organization submitting item Commissioner Rich VanDyke

Contact Information 734-3347  
 (Please include phone number)

**Reason for request:**

Discuss with Mayor Dave Forsgren the Service fee July through Sep. 2010 of the Central BE FSSD. (Invoice went to the Fire Marshal's Office).

What action have you taken/Who have you contacted prior to this?

**Official Action Requested:**

Authorize payment if agreed.

Has the document been approved by the County Attorney? Yes ☐ No ☐



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Item to be presented in: Admin/Oper ☐ Commission Meeting ☒  
 MBA ☐ RDA ☐ Executive Session ☐ Other \_\_\_\_\_

Date of meeting requested: September 7, 2010 Date form submitted: August 20

Time allotment requested: 5 min. ☐ 10 min. ☒ Other \_\_\_\_\_

Subject to be presented Using Title III Secure Rural School Funds  
 (Please use specific language as to how you want the item noticed)

Person & Organization submitting item Rebecca Dilg

Contact Information 734-3347

(Please include phone number)

Reason for request:  
 To decide where the county will use the 2008 & 2009 Title III SRS Funds (Search and Rescue for replacement of a sno-cat?). To what entity they will be delivered for 2010. (BE Central Fire SSD and/or Box Elder SSD--to avoid PILT offset to be determined before the end of the year).

What action have you taken/Who have you contacted prior to this?  
 Mark Ward from UAC, Dave Brunell of the US Forest Service, Sheriff Lynn Yeates, Honeyville Mayor Dave Forsgren

Official Action Requested:  
 To state where the funds will be allocated for 2010 (Title II or Title III?). State how the commissioners would like the money to be used for 2008-2011 and the process to take--CIP, 45 day public input, and not used until 2012?

Has the document been approved by the County Attorney? Yes ☐ No ☒



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**FOREST RESERVE FUND AMENDMENTS**

2009 FIRST SPECIAL SESSION

STATE OF UTAH

**Chief Sponsor: Ralph Okerlund**

House Sponsor: Michael E. Noel

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**LONG TITLE**

**General Description:**

This bill amends provisions related to the Forest Reserve Fund.

**Highlighted Provisions:**

This bill:

- ▶ provides procedures for the state treasurer to use in apportioning Title III forest reserve funds to fire-related special service districts for special projects;
- ▶ clarifies that the services provided by a fire-related special service district may include emergency search and rescue, Firewise Communities programs, and the development of community wildfire protection plans; and
- ▶ makes technical changes.

**Monies Appropriated in this Bill:**

None

**Other Special Clauses:**

This bill takes effect on June 15, 2009.

**Utah Code Sections Affected:**

AMENDS:

**17D-1-201**, as last amended by Laws of Utah 2009, Chapter 8

**51-9-602**, as last amended by Laws of Utah 2009, Chapter 8

**51-9-603**, as last amended by Laws of Utah 2009, Chapter 8

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*Be it enacted by the Legislature of the state of Utah:*

Section 1. Section **17D-1-201** is amended to read:

**17D-1-201. Services that a special service district may be created to provide.**

As provided in this part, a county or municipality may create a special service district to provide any combination of the following services:

(1) water;

(2) sewerage;

(3) drainage;

(4) flood control;

(5) garbage collection and disposal;

(6) health care;

(7) transportation, including the receipt of federal secure rural school funds under Section 51-9-603 for the purposes of constructing, improving, repairing, or maintaining public roads;

(8) recreation;

(9) fire protection ~~[and, if fire protection service is provided,]~~ including:

(a) emergency medical [or] services, ambulance [or both,] services, and search and rescue services, if fire protection service is also provided;

(b) Firewise Communities programs and the development of community wildfire protection plans; and

(c) the receipt of federal secure rural school funds as provided under Section 51-9-603 for the purposes of carrying out Firewise Communities programs, developing community wildfire protection plans, and performing emergency services, including firefighting on federal land and other services authorized under this Subsection (9);

(10) providing, operating, and maintaining correctional and rehabilitative facilities and programs for municipal, state, and other detainees and prisoners;

(11) street lighting;

(12) consolidated 911 and emergency dispatch;

(13) animal shelter and control;

(14) receiving federal mineral lease funds under Title 59, Chapter 21, Mineral Lease

Funds, and expending those funds to provide construction and maintenance of public facilities, traditional governmental services, and planning, as a means for mitigating impacts from extractive mineral industries; and

(15) in a county of the first class, extended police protection.

Section 2. Section **51-9-602** is amended to read:

**51-9-602. Creation of fund -- County Road and School Fund from Forest**

**Reserves.**

There is established a fund known as the "County Road and School Fund from Forest Reserves," comprised of:

(1) monies which shall come into the hands of the state treasurer from the United States under the Act of May 23, 1908, 16 U.S.C. Sec. 500 et seq. and all acts amendatory thereof and supplementary thereto; and

(2) monies paid under the act described in Subsection (1) that:

(a) have come into the hands of the state treasurer; and

(b) (i) the state treasurer ~~[has not yet]~~ had not apportioned to counties ~~[at the time the 2009 amendment to this section becomes effective.]~~ as of February 24, 2009; or

(ii) were apportioned to a county by the state treasurer, but were returned by the county to the state treasurer on or before June 15, 2009.

Section 3. Section **51-9-603** is amended to read:

**51-9-603. Apportionment by the county legislative body.**

The state treasurer shall, within a reasonable time after receipt of the monies:

(1) apportion monies that the United States determines shall be allocated to each county for special projects~~[-and]~~ for deposit in one or more of the following, as directed by the legislative body of the county:

(a) the county's general fund; or

(b) one or more special service districts, provided that each special service district receiving monies:

(i) is established by the county under Title 17D, Chapter 1, Special Service District



86 Act; and

87 (ii) has as part of its functions the purpose of:

88 (A) carrying out the Firewise Communities program;

89 (B) developing community wildfire protection plans; or

90 (C) performing emergency services on federal land such as search and rescue or  
91 firefighting; and

92 (2) apportion the remaining net amount of the monies to each county that is entitled to  
93 receive funds as follows:

94 (a) 50% to the school districts of the county, according to the number of school  
95 children residing in each district that are over the age of six and under the age of 18; and

96 (b) 50% to the following, as directed by the county legislative body:

97 (i) the general fund of the county; or

98 (ii) one or more special service districts, provided that each special service district  
99 receiving monies:

100 (A) is established by the county under Title 17D, Chapter 1, Special Service District

101 Act; and

102 (B) has as one of its functions the purpose of constructing, improving, repairing, or  
103 maintaining public roads.

104 Section 4. **Effective date.**

105 If approved by two-thirds of all the members elected to each house, this bill takes effect  
106 on June 15, 2009.

Mark Ward funds to BEC SSD

From: J. Mark Ward [mark@uacnet.org]  
Sent: Wednesday, August 11, 2010 11:56 AM  
To: Rebecca Dilg  
Subject: RE: Our telephone conversation yesterday

Categories: srs

It can go to the BE County SSD which has two of its purposes as "safety and fire protection."

I'll get the 2009 legislation and send it to you shortly. Thanks.

Mark

On wed, August 11, 2010 17:50, Rebecca Dilg wrote:

> I guess I forgot, too. Looking back at my notes, however, it clicked.  
> You are sending to me the 2009 legislation that gives the county the  
> ability to have the Title III money go to a Fire SSD. which leads me  
> to a follow-up question: Does it need to be specifically a Fire SSD  
> or can it go to the Box Elder County SSD which has two of its purposes  
> as "safety and fire protection"?  
> Thanks for your help.

>  
> Rebecca Dilg  
> Box Elder County Commission  
> Administrative Secretary  
> 01 South Main  
> Brigham City, UT 84302  
> (435) 734-3347  
> fax (435) 734-2038

> -----Original Message-----

> From: J. Mark Ward [mailto:mark@uacnet.org]  
> Sent: Wednesday, August 11, 2010 11:18 AM  
> To: Rebecca Dilg  
> Subject: Re: Our telephone conversation yesterday

>  
> Rebecca,

> As you can see from the email message below to Mr. Forsgren (cc'd to  
> you earlier), I addressed his specific questions about the definition  
> of "Federal Lands" and his specific request for materials.

> I'm afraid that my dealing with him has given me a "senior moment" in  
> that it made me forget what exactly was your question and request for  
> materials in our earlier conversation a few days ago. I know that we  
> discussed some nuanced questions about Title III, that you wanted me  
> to send you an e-mail and some materials to give you added assurance  
> on the issue, and I committed to do so.

>  
> But my dealing with Mr. Forsgren in the meantime, has made me forget  
> what it was I was supposed to send to you. A senior moment indeed! I  
> should have written it down as soon as I finished talking to you.

> Anyway, please remind me, and I will respond. Sorry. Thanks.

> Mark

> On wed, August 11, 2010 17:05, J. Mark Ward wrote:

>> Mr. Forsgren,

>>

Mark Ward funds to BEC SSD

>> This follows up on yesterday's conversation. I understand you are on  
>> the controlling board of the Box Elder fire special service district.  
>>  
>> I explained to you yesterday that by law SRS Title III funds used for  
>> search, rescue and emergency operations should be used on "Federal  
>> Lands."  
>> Some forest officials have been vague in the past about what  
>> "Federal Lands" means, whether that is limited to Forest Service  
>> lands or does it include BLM and National Park Service lands.  
>>  
>> For what it's worth, I attached the statutory definition of "Federal  
>> Lands" for purpose of the Secure Rural Schools Reauthorization Act.  
>> This  
>> statutory definition limits "Federal Lands" to just Forest Service  
>> lands.  
>> This is just an FYI to you and by cc to the County through Rebecca  
>> Dilg.  
>> If you do apply these funds for operations on BLM or Park Service  
>> lands, you do so at your own risk should you ever be audited by the  
>> Dept of Agriculture. I know alot of counties have sort of crossed  
>> the line in use of Title III funds for emergency ops on BLM lands.  
>> All I can do is point out the statutory language (attached) and leave  
>> it to you and the County to decide what to do.  
>>  
>> I've also attached some information directly from the Forest Service  
>> website which explains a little more about the permissible uses of  
>> Title III funds.  
>>  
>>  
>> J. Mark Ward  
>> Utah Association of Counties  
>> 5397 South Vine Street  
>> Murray, Utah 84107  
>> 801-265-1331 (office)  
>> 801-783-7643 (mobile)  
>> 801-265-9485 (fax)  
>  
>  
> --  
> J. Mark Ward  
> Utah Association of Counties  
> 5397 South Vine Street  
> Murray, Utah 84107  
> 801-265-1331 (office)  
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>  
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>

<http://www.fs.fed.us/srs/Title-III.shtml>

## Title III-County Funds

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**Updated:** September 15, 2009

*In the reauthorized Act, Title III is modified by changing the types of activities eligible for funding, by adding a certification requirement, and by requiring counties to return funds not obligated by September 30, 2012, to the Treasury.*

- The reauthorized Act **eliminates some authorized uses of title III funds:** e.g., community service work camps, easement purchases, forest related after school programs, planning efforts to reduce or mitigate the impact of development on adjacent Federal lands.
  - **Title III funds may be used *only* to carry out the Firewise Communities program, reimburse for emergency services paid for by counties and performed on Federal land** (e.g. search and rescue, firefighting), **and develop community wildfire protection plans.**
  - The reauthorized Act requires counties allocating funds for title III projects to certify that the funds were used in accordance with title III (including a description of amounts and uses). **The Forest Service recently published a proposed process for county certification.** [Read more »](#)
  - **The authority to initiate title III projects terminates on September 30, 2011.** There is a new requirement that funds not obligated by September 30, 2012, be returned to the Treasury.
- 

<http://www.fs.fed.us/srs/Title-III-certification.shtml>

The appropriate official of each participating county will report by February 1 the amount of Title III funds expended in the preceding calendar year in the following categories, as described in the Act:

- (1) To carry out activities under the Firewise Communities program.
  - (2) To reimburse the participating county for emergency services performed on Federal land and paid for by the participating county.
  - (3) To develop community wildfire protection plans in coordination with the appropriate Secretary.
-

**Updated:** June 18, 2009

### **Authorized Uses**

**Have the allowable expenditures under Title III for fire prevention and county planning activities have been significantly narrowed?**

Yes. Under title III of the original Act (P.L. 106-393), there were six authorized uses, one of which, fire prevention and county planning activities (sec. 302(b)(5)), was written very broadly, without reference to specific programs or plans.

A comparison of the current Secure Rural Schools Act (P.L. 110-343) to the original Act shows that a number of changes were made to the fire prevention and community planning uses of title III funds. In addition to replacing the general language describing fire prevention and planning efforts with specific references to the Firewise Communities program and community wildfire protection plans, the language authorizing efforts to educate homeowners about the “consequences of wildfires” is no longer included, and language that authorizes providing homeowners with “assistance with implementing” techniques in protecting people and property has been added.

The changes to the fire prevention and community planning uses indicate that Congress intended to authorize some different uses of title III funds for fire prevention and community planning.

**What activities may be carried out under the Firewise Communities program?**

The Firewise Communities program has provided the following information regarding its activities:

The Firewise Communities program ([www.firewise.org](http://www.firewise.org)) is a cooperative, non-regulatory program administered by the National Fire Protection Association and sponsored by the USDA Forest Service, the US Department of the Interior, and state forestry organizations. It is designed to reach beyond the fire service by involving homeowners, community leaders, planners, developers, and others in the effort to protect people, property, and natural resources from the risk of wildland fire - before a fire starts. The Firewise Communities approach emphasizes community responsibility for planning in the design of a safe community and individual responsibility for safer home design and construction, landscaping, and maintenance.

Activities under the Firewise Communities Program include assisting individuals, neighborhoods, subdivisions, small towns and similar private residential communities with implementing actions to help prevent the potential for home ignitions from wildfire. These include techniques in home siting and development, home construction, and home landscaping and maintenance. Activities also include assisting residential communities in becoming recognized Firewise Communities/USA sites. While counties are not eligible entities for recognition, counties can successfully support small communities in

their jurisdictions in the recognition process. To become recognized, communities undertake the following five actions:

1. Complete a community assessment and create a plan
2. Form a Firewise Board or Committee
3. Hold a Firewise Day event
4. Invest a minimum of \$2/capita in local wildfire mitigation projects. (Volunteer hours, equipment use, time contributed by agency fire staff, and grant funding can be included)
5. Submit an application to the Firewise Communities Program via their state liaison.

Counties applying for Title III funds to implement Firewise activities can assist in all aspects of a community's recognition process, including conducting or assisting with community assessments, helping the community create an action plan, assisting with an annual Firewise Day, assisting with local wildfire mitigation projects, and communicating with the state liaison and the national program to ensure a smooth application process. Communities must renew their status annually to retain recognition; counties can assist in ensuring an annual Firewise Day takes place and can help fund or support local wildfire mitigation projects. Reasonable expenses such as mileage, equipment and supplies necessary to conduct a community assessment and create a plan, and to conduct other activities under the Firewise Communities program may be authorized. See [www.firewise.org/usa](http://www.firewise.org/usa) for more information about eligible activities in residential communities and a wide variety of examples of community activity around the nation.

**May a county use title III funds to implement activities under the Firewise Communities program without utilizing a Fire Safe Council?**

Yes, the Secure Rural Schools Act does not limit the implementation of activities under the Firewise Communities program to a Fire Safe Council. A county may decide how to utilize title III funds to implement activities under the Firewise Communities program.

**To what extent may a county authorize a Fire Safe Council to use funds that it receives under title III of the Secure Rural Schools and Community Self-Determination Act of 2000 (Public Law 110-343, October 3, 2008)?**

A Fire Safe Council may utilize funds received by a county under title III of the Secure Rural Schools Act to the extent the Council is implementing the Firewise Communities program or developing a community wildfire protection plan.

Section 302(a) of title III of the reauthorized Act specifies that a county that has allocated money for title III projects shall use the county funds in accordance with this title [III], only-

- (1) to carry out activities under the Firewise Communities program to provide homeowners in fire-sensitive ecosystems education on, and assistance with implementing, techniques in home siting, home construction, and home landscaping that can increase the protection of people and property from wildfires;
- (2) to reimburse the participating county for search and rescue and other emergency services, including firefighting, that are-

(A) performed on Federal land after the date on which the use was approved under subsection (b);  
(B) paid for by the participating county; and  
(3) to develop community wildfire protection plans in coordination with the appropriate Secretary concerned.

Under section 302(a)(1), fire prevention activities are limited to those activities “under” the Firewise Communities program. This language requires a direct link to the Firewise Communities program, as opposed to more general language that, for instance, could have required activities to be “consistent with” or “in accordance with” the program.

A community wildfire protection plan is defined in section 101(3) of the Healthy Forests Restoration Act of 2003 (Public Law No. 108-148, December 3, 2003), with specific content and a process for development.

**Do Title III county funds that were not obligated by the county by September 30, 2008, remain available to be expended by the county for the 6 uses identified in section 302(b) of the Secure Rural Schools and Community Self-Determination Act of 2000 (“old Secure Rural Schools Act”), as originally enacted by P. L. 106-393 and amended by section 5401 of P.L. 110-28? OR, can those county funds be expended by the county for the 3 uses in section 302(a) of the new SRS Act, as reauthorized and amended by P.L. 110-343?**

Title III county funds that were not obligated by the county by September 30, 2008, remain available to be expended by the county for continuing projects that had been initiated by September 30, 2007, only for the 6 uses in section 302(b) of the old Secure Rural Schools Act. In general, these are 1) search, rescue, and emergency services; 2) community service work camps; 3) easement purchases; 4) forest related educational opportunities; 5) fire prevention and county planning; and 6) community forestry. The old Act specified that “a project under this title shall be approved by the participating county only following a 45-day public comment period...”

**Can title III funds be spent to reimburse a participating county for search and rescue or other emergency services performed on National Park Service or Bureau of Land Management lands?**

Title III funds may be used to reimburse a participating county for emergency services on Federal land as defined in the Act. The Act's definition of Federal lands does not include National Park Service or Bureau of Land Management (BLM) lands except for revested Oregon and California Railroad (O&C) and reconveyed Coos Bay Wagon Road grant lands administered by the BLM in the State of Oregon.

**Can title III funds be spent on planning protection of communities not directly adjacent to national forest lands but adjacent to other federal lands?**

Community wildfire protection plans (CWPPs) have various footprints and often address lands not directly adjacent to national forests that share the same “fireshed” as national forest lands. The Act requires that the community wildfire protection plans be prepared in coordination with the Secretary concerned or designee of that Secretary. If Forest Service personnel are involved in the development of a community wildfire protection plan that addresses national forest lands and other federal, state, county, municipal, tribal or private lands, all within the same fireshed, title III funds could be used to fund the planning.

Are title III funds authorized for the following uses?

- capital equipment such as purchase of a fire engine, a search-and-rescue snow-mobile, or other emergency response equipment?
- capital improvements such as construction of a fire station or emergency services dispatch center?
- purchase of land (real estate) such as for an airport to be used primarily for fire suppression on national forest and other nearby forested lands?
- maintenance or upgrade of an airport or other facility used primarily for emergency services?
- expenses of training personnel to respond to emergencies on national forests?
- expenses of equipment and supplies to be kept on hand for response to emergencies on national forests?
- purchase of communication equipment for emergency 911 system?
- development of an emergency 911 system including mapping of county roads, naming roads, locating structures and improvements on mapping system, developing data bases for emergency 911 system?

Title III funds become county funds after the federal government makes payments to the state which, in turn, makes payments to the county. County officials should confer with county legal counsel when making decisions about expenditure of title III county funds.

The Secure Rural Schools and Community Self-Determination Act as reauthorized in Public Law 110-343 specifically narrowed the authorized uses of title III as compared to the earlier Act in Public Law 106-393. The Act now authorizes the use of title III only to carry out activities under the Firewise Communities program; to reimburse for emergency services such as search and rescue or firefighting paid for by the county and performed on Federal land; and, to develop community wildfire protection plans. (See Act, Section 302(a)).

Section 302 of the Act does not explicitly authorize title III funds for the following uses: construction of facilities; purchase of real property; purchase of vehicles and other capital equipment such as fire engines or aircraft in anticipation of responding to emergencies on national forests; training of emergency services personnel; purchase of equipment and supplies in anticipation of responding to emergencies on national forests.

Reimbursement for the purchase of replacement equipment, material and supplies expended, damaged or destroyed during an emergency response on national forests and paid for by the county may be authorized. Salary and maintenance of vehicles, equipment, and facilities in proportion to their actual use for emergency services performed on federal land may be authorized under the Act.

Development of a 911 system and purchase of equipment for a 911 system are not authorized uses of title III funds. Developing a community wildfire protection plan or conducting Firewise community activities, including a community assessment may be authorized. If, in the course of conducting these authorized activities information is gathered that is also useful to include in an emergency 911 system data base or is helpful in identifying the need for a 911 system the expense of gathering that information may be reimbursed with title III funds.

Section 302(a)(3) authorizes title III funds for developing a community wildfire protection plan. Does “developing” include monitoring and updating the community wildfire protection plan?



Monitoring and updating of an existing community wildfire protection plan is a reasonable interpretation of “developing” a plan in a dynamic environment where vegetation and other landscape conditions are continuously changing through natural processes or through human activity. To remain effective, community wildfire protection plans need to be monitored and updated. In contrast, implementing a community wildfire protection plan is a separate activity taken after the development or updating of the plan. Activities to implement a community wildfire protection plan are not authorized uses of title III funds, unless done under the Firewise Communities program activities authorized in section 302(a)(1). Many activities to implement community wildfire protection plans are appropriate for consideration by resource advisory committees to recommend funding with title II.

### **Publication of Proposed Uses**

**How can a county participating in title III comply with publication requirements in section 302(b) when the proposed use is for emergency services that are unplanned events and cannot be predicted?**

Section 302(a)(2) authorizes , among other uses, the use of title III funds...

"(2) to reimburse the participating county for search and rescue and other emergency services, including firefighting, that are--

(A) performed on Federal land after the date on which the use was approved under subsection (b);

(B) paid for by the participating county; ..."

Section 302(b) of the Act requires a participating county to publish a proposal before using title III funds.

“(b) Proposals- A participating county shall use county funds for a use described in subsection (a) only after a 45-day public comment period, at the beginning of which the participating county shall--

(1) publish in any publications of local record a proposal that describes the proposed use of the county funds; and

(2) submit the proposal to any resource advisory committee established under section 205 for the participating county.”

The county can publish its intention to reserve title III funds to reimburse for qualifying emergency services and the amount it will reserve, estimated from past experience. Title III funds may be carried over from one fiscal year to the next through the life of the Act, allowing opportunity for annual adjustments through September 2012. Title III county funds not obligated by September 30, 2012 shall be returned to the Treasury of the United States.

### **Certification of Title III Expenditures**

**Is a participating county required to inform the federal government in advance of its expenditure of title III funds?**

The Secure Rural Schools Act does not require the county to notify the federal government of its plans to use title III funds before the actual expenditures. A county participating in title III is required to report, after the fact, the expenditure of title III funds in an annual certification. See more detail for proposed certification procedures at <http://www.fs.fed.us/srs/Title-III-certification.shtml>

The Act requires a participating county to notify the public and any resource advisory committee operating in the county. The resource advisory committee does not have a specific role in approving proposed uses of title III. The notification is useful in helping coordinate title II and title III projects that may be more efficient or effective if coordinated. Following is the specific language from Section 302(b) about proposals to use title III, county funds:

(b) Proposals- A participating county shall use county funds for a use described in subsection (a) only after a 45-day public comment period, at the beginning of which the participating county shall--

(1) publish in any publications of local record a proposal that describes the proposed use of the county funds; and

(2) submit the proposal to any resource advisory committee established under section 205 for the participating county.

**How does a participating county certify its title III expenditures?**

Instructions and a form for reporting title III expenditures are at <http://www.fs.fed.us/srs/Title-III-certification.shtml>. The certification procedure and the form have been reviewed and approved by the Office of Management and Budget in conformance with the Paperwork Reduction Act of 1995. The procedure for reporting is intended to minimize the impact of the Act's certification requirement on the reporting counties.

Mark Ward funds to FSSD\_How to use

From: J. Mark Ward [mark@uacnet.org]  
Sent: Wednesday, August 11, 2010 11:05 AM  
To: forsgren13@msn.com  
Cc: Rebecca Dilg  
Subject: Our telephone conversation yesterday  
Attachments: Statutory definition of Federal Land.doc; 2008-title-III.pdf; FAQs for Title III.doc

Categories: srs

Mr. Forsgren,

This follows up on yesterday's conversation. I understand you are on the controlling board of the Box Elder fire special service district.

I explained to you yesterday that by law SRS Title III funds used for search, rescue and emergency operations should be used on "Federal Lands."

Some forest officials have been vague in the past about what "Federal Lands" means, whether that is limited to Forest Service lands or does it include BLM and National Park Service lands.

For what it's worth, I attached the statutory definition of "Federal Lands" for purpose of the Secure Rural Schools Reauthorization Act. This statutory definition limits "Federal Lands" to just Forest Service lands.

This is just an FYI to you and by cc to the County through Rebecca Dilg. If you do apply these funds for operations on BLM or Park Service lands, you do so at your own risk should you ever be audited by the Dept of Agriculture. I know alot of counties have sort of crossed the line in use of Title III funds for emergency ops on BLM lands. All I can do is point out the statutory language (attached) and leave it to you and the County to decide what to do.

I've also attached some information directly from the Forest Service website which explains a little more about the permissible uses of Title III funds.

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