

**MINUTES
BOX ELDER COUNTY COMMISSION
DECEMBER 20, 2023**

The Board of County Commissioners of Box Elder County, Utah met in an Administrative/Operational Session at the County Courthouse, 01 South Main Street in Brigham City, Utah at 11:15 a.m. on **December 20, 2023**. The following members were present:

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

The following items were discussed:

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

The Administrative/Operational Session adjourned at 11:20 a.m.

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

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

The prayer was offered by Chairman Summers.

The Pledge of Allegiance was led by Sheriff Kevin Potter.

APPROVAL OF MINUTES

THE MINUTES OF THE REGULAR MEETING OF, NOVEMBER 22, 2023 AND DECEMBER 6, 2023 WERE APPROVED AS WRITTEN ON A MOTION BY COMMISSIONER PERRY, SECONDED BY COMMISSIONER BINGHAM AND UNANIMOUSLY CARRIED.

ATTACHMENT NO. 1 - AGENDA

ADMINISTRATIVE REVIEW/REPORTS/FUTURE AGENDA ITEMS – COMMISSION

There were no Administrative Review Items discussed.

FORMER AGENDA ITEMS FOLLOW-UP – COMMISSIONERS

Bear River Water Conservancy District Board Appointments - Commissioner Bingham

Commissioner Bingham asked to have the Bear River Water Conservancy Board appointments added to the January 3, 2024 agenda.

EMERGENCY MANAGEMENT ISSUES

Level of Snowpack - Mark Millett

Emergency Manager Mark Millett reported the snowpack is currently 130% above average.

ARPA/ LATCF

There were no ARPA or LATCF items discussed.

BOX ELDER COUNTY EMPLOYEE RECOGNITION

Commissioner Perry read a nomination letter for Barbara Hereford of the Sheriff's Department. He stated she is critical to the operations of the Sheriff's Office. She has remarkable skills and pays close attention to detail. She has a vital role coordinating the training of staff. The Commissioners presented her with a certificate.

PUBLIC INTERESTS / PRESENTATIONS / CONCERNS

Requesting a Waiver of Late fees on Property Taxes-Becky Pugsley

Becky Pugsley stated she was late on property taxes and she expressed concern over the excessive late fees that were charged. She asked if there is something that can be done so the late fees are not so substantial.

Chairman Summers stated they looked into this issue before and it is a state law and recommended she visit with her local representatives.

ATTORNEY'S OFFICE

Addendum to Contract for Indigent Capital Defense Counsel Service for Case: Brenner Contract #23-83 and Case Mendoza Llana Contract #23-84-Michael McGinnis

Michael McGinnis, Public Defender Manager, stated he has two contracts for capital murder cases. He said there is an increase of rates for public defenders.

MOTION: Commissioner Perry made a motion to approve Contract #23-83 and #23-84. The motion was seconded by Commissioner Bingham and unanimously carried on a roll call vote of Chairman Summers voting Yea, Commissioner Bingham voting Yea, and Commissioner Perry voting Yea.

ATTACHMENT NO. 2 - Contract #23-83

ATTACHMENT NO. 3 - Contract #23-84

Interlocal Agreement #23-85 for Indigent Defense Management Services-Attorney Stephen Hadfield

Michael McGinnis, Public Defender Manager explained the Commission signed a one year agreement and Agreement #23-85 is an extension to that agreement.

MOTION: Commissioner Bingham made a motion to approve Agreement #23-85. The motion was seconded by Commissioner Perry and unanimously carried on a roll call vote of Chairman Summers voting Yea, Commissioner Bingham voting Yea, and Commissioner Perry voting Yea.

ATTACHMENT NO. 4 - Agreement #23-85

CLERK'S OFFICE

2024 Beer License Renewals-Marla Young

Clerk Marla Young stated there are four businesses in the unincorporated area of the county that have beer licenses and each have renewed them. She reported the Sheriff has signed off on them and they are ready for approval. The four businesses are Riverside Corner in Riverside, Grouse Creek Marketing in Grouse Creek, Fast Stop 1109 in Plymouth, and Trigon in South Willard.

MOTION: Commissioner Perry made a motion to approve the renewals of the beer licenses for mentioned businesses. The motion was seconded by Commissioner Bingham and unanimously carried on a roll call vote of Chairman Summers voting Yea, Commissioner Bingham voting Yea, and Commissioner Perry voting Yea.

Resolution #23-14 Amending Precinct Boundaries for Corinne 1 and Box Elder West-Marla Young

Clerk Marla Young explained that when they did redistricting a group of roads should have been included in the Corinne 1 precinct boundary but was put in the Box Elder West Precinct boundary. She explained that Resolution #23-14 amends the precinct boundaries for both precincts.

MOTION: Commissioner Bingham made a motion to approve Resolution #23-14 amending precinct boundaries for the Corinne 1 and the Box Elder West precincts. The motion was seconded by Commissioner Perry and unanimously carried on a roll call vote of Chairman Summers voting Yea, Commissioner Bingham voting Yea, and Commissioner Perry voting Yea.

ATTACHMENT NO. 5 - Resolution #23-14

COMMISSIONERS

Appoint a new Member to the UAC Board of Directors-Commissioners

Chairman Summers stated it is time to appoint a board member to the UAC Board.

MOTION: Commissioner Bingham made a motion to appoint Commissioner Perry to the UAC board for 2024. The motion was seconded by Commissioner Perry and unanimously carried on a

roll call vote of Chairman Summers voting Yea, Commissioner Bingham voting Yea, and Commissioner Perry voting Yea.

National Weather Service Recognition of DD Lamb from Plymouth-Commissioners

Lisa Verzella, Observation Program Leader, and Darin VanCleave, Meteorologist in Charge, from the National Weather Service presented the Heritage to DD Lamb and the Lamb family of Plymouth Utah for their 75 plus years of service as weather observers. Commissioner Perry recognized DD Lamb with a certificate from the Commissioners for her service. He stated as you talk to other citizens that know her, they express that she is a very giving person. He said she is an unsung hero for the services she provides.

Letter Addressing Concerns about BLM and Grazing Regulations-Commissioners

Chairman Summers explained the Commission would like to send a letter to the BLM with their concerns about grazing regulations as they have become so restrictive.

MOTION: Commissioner Bingham made a motion to send a letter to the BLM addressing concerns about the grazing regulations. The motion was seconded by Commissioner Perry and unanimously carried on a roll call vote of Chairman Summers voting Yea, Commissioner Bingham voting Yea, and Commissioner Perry voting Yea.

COMMUNITY DEVELOPMENT

Salina Creek Subdivision 2-Lot-Scott Lyons

Community Development Director Scott Lyons stated they do not have the plat for the Salina Creek Subdivision so they may want to wait until the next Commission meeting.

Zinck Orchard Subdivision 2-Lot-Scott Lyons

Community Development Director Scott Lyons explained the Zinck Orchard Subdivision 2-Lot is located in South Willard. It was one lot and is being split into two lots. The plat has been through all the necessary department reviews and is ready for approval.

MOTION: Commissioner Perry made a motion to approve the Zinck Orchard Subdivision 2-Lot. The motion was seconded by Commissioner Bingham and unanimously carried on a roll

call vote of Chairman Summers voting Yea, Commissioner Bingham voting yea, and Commissioner Perry voting Yea.

HUMAN RESOURCES

Policy 7 Revision-Jenica Stander

Human Resource Manager Jenica Stander explained the revisions to Policy 7 affect section 7-6. It clarifies the reset of vacation balances and lateral transfer vacation approvals. She explained the change affects liability costs to the county, boosts retention and interest to employee prospects.

MOTION: Commissioner Perry made a motion to approve the changes to Policy 7. The motion was seconded by Commissioner Bingham and unanimously carried on a roll call vote of Chairman Summers voting Yea, Commissioner Bingham voting Yea, and Commissioner Perry voting Yea.

TOURISM OFFICE

Yearly Tourism Council Report-Joan Hammer

Tourism Director Joan Hammer along with Jan Rhodes and Lynette Crockett presented the Tourism Council Report. Joan Hammer gave a brief overview of what the council does. She stated that tourism benefits everyone in the county and is a clean revenue. She explained the county is still seeing some residual effect of the pandemic, but is seeing a bit of an increase. She commended Lynette Crockett for her social media efforts that have helped their partners at Willard Bay and the Bird Refuge. She stated Box Elder County has a seat at the table on the state level. She reported that requests for information are increasing, people are coming to the county, and recovery is strong. She stated the placing of the new Golden Spike Monument has the potential to grow visitation in the county. She explained the monument is a 43.3 foot golden spike that is carved with images of those who assisted with the building of the transcontinental railroad. She thanked the Tourism Council and Commissioners for their support.

Public Comment Period. Rules and procedures.

Commissioner Perry reviewed the procedures for the public comment period. If written documentation was given to the County Clerk, it is available in the Clerk's Office.

DeAnna Hardy of Brigham City stated the Box Elder Committee of Liberty is disappointed in the Commission for not withdrawing their letter of support to the Division of Natural Resources as the DNR is using taxpayer dollars to purchase 700 acres of private land. It will lock up a portion of the land used for grazing cattle. She said it was in violation of SJR11 that was passed in 2013 to reject the United Nations 2030 and 2050 formerly known as Agenda 21. She said we will suffer the consequences of unconstitutional decisions. She said public infrastructures and districts (PID's) are in violation of the Utah Constitution. She stated they should nullify tourism as it is inhospitable to tax those who come to our state. The tourism tax is another way to take from the citizens for the government to spend it as they want to.

Clyde Westley of Willard said he was concerned with a rezone in Willard City. He said if it passes, it will come before the County Commission in the future. He read the vision of the Box Elder General Plan and said he doesn't find alignment with the general plan in the proposed rezone. He gave a brief history of city owned gravel and Willard City.

Fred Hayes of Bear River City thanked the Commission for serving. He did a demonstration on how to build an election system. He spoke of computers and software, hardware built outside of the country. He talked about scanners and printers. He said this system is in reference to our current system. He wanted to open their eyes to our current system.

WARRANT REGISTER – COMMISSIONERS

The Warrant Register was signed and the following claims were approved: Claim numbers 122487 through 122552 in the amount of \$276,572.50, and claim numbers 122453 through 122486 in the amount of \$477,295.38, and claim numbers 122391 through 122452 in the amount of \$527,338.33.

RDA Meeting

MOTION: Commissioner Perry made a motion to move into an RDA meeting. The motion was seconded by Commissioner Bingham and the Commissioners moved into an RDA meeting on unanimous vote.

MBA Meeting

MOTION: Commissioner Perry made a motion to move into an MBA meeting. The motion was seconded by Commissioner Bingham and the Commissioners moved into an MBA meeting on a unanimous vote.

PERSONNEL ACTIONS/VOLUNTEER ACTION FORMS – COMMISSIONERS

Employee Name:	Department:	PA Type:	Effective Date:
CHAMPI, KATHERINE	SHERIFF'S OFFICE	NEW HIRE	12/04/2023
OLSEN, JUSTIN	SHERIFF'S OFFICE	REHIRE	12/18/2023
MEIER, SARA	FIRE MARSHAL	COMPENSATION CHANGE	12/12/2023
BIERER, JOHN	CLERK	SEPARATION	12/03/2023
BIERER, MCKENZIE	CLERK	SEPARATION	12/03/2023
GARDNER, KIMBERLY	CLERK	SEPARATION	12/03/2023
HENDRICKS, JULIE	CLERK	SEPARATION	12/03/2023
MAY, JENESSA	CLERK	SEPARATION	12/03/2023
MORGAN, TAMARA	CLERK	SEPARATION	12/03/2023
WAYMENT, SHERRIE	CLERK	SEPARATION	12/03/2023
WRIGHT, CHERSTEN	CLERK	SEPARATION	12/03/2023
ROPER, DEBORAH	TREASURER	SEPARATION	12/03/2023
NELSON, BROOKLYN	TREASURER	SEPARATION	12/03/2023

CLOSED SESSION

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

There was not a closed session.

ADJOURNMENT

A motion was made by Commissioner Perry to adjourn. Commissioner Bingham seconded the motion, and the meeting adjourned at 12:57 pm.

ADOPTED AND APPROVED in regular session this 17th day of January 2024.



Lee Perry, Chairman




Boyd Bingham, Commissioner



Stan Summers, Commissioner

ATTEST:





Marla R. Young, Clerk



COUNTY COMMISSION MEETING
Commission Chambers, 01 South Main Street, Brigham City, Utah 84302
Wednesday, December 20, 2023 at 11:30 AM

AGENDA

NOTICE: *Public notice is hereby given that the Box Elder County Board of County Commissioners will hold an Administrative/Operational Session commencing at 11:15 A.M. and a regular Commission Meeting commencing at 11:30 A.M. on Wednesday December 20, 2023 in the Commission Chambers of the Box Elder County Courthouse, 01 South Main Street, Brigham City, Utah.*

1. ADMINISTRATIVE / OPERATIONAL SESSION

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

2. CALL TO ORDER 11:30 A.M.

- A. Invocation Given by: Chairman Summers
- B. Pledge of Allegiance Given by: County Sheriff Kevin Potter
- C. Approve Minutes from November 22, 2023 and December 06, 2023

3. ADMINISTRATIVE REVIEW / REPORTS / FUTURE AGENDA ITEMS

4. FORMER AGENDA ITEMS

5. EMERGENCY MANAGEMENT ISSUES

6. ARPA/ LATCF

7. BOX ELDER COUNTY EMPLOYEE RECOGNITION

8. PUBLIC INTERESTS / PRESENTATIONS / CONCERNS

- A. 11:40 Requesting a Waiver of Late fees on Property Taxes-Becky Pugsley

9. ATTORNEY'S OFFICE

- A. 11:45 Addendum to Contract for Indigent Capital Defense Counsel Service for Case: Brenner Contract #23-83 and Case Mendoza Llana Contract #23-84-Michael McGinnis
- B. 11:48 Interlocal Agreement #23-85 for Indigent Defense Management Services-Attorney Stephen Hadfield

10. CLERK'S OFFICE

- A. 11:50 2024 Beer License Renewals-Marla Young
- B. 11:52 Resolution #23-14 Amending Precinct Boundaries for Corinne 1 and Box Elder West-Marla Young

11. COMMISSIONERS

- A. 11:54 Appoint a new Member to the UAC Board of Directors-Commissioners
- B. 11:56 National Weather Service Recognition of DD Lamb from Plymouth-Commissioners
- C. 11:58 Letter Addressing Concerns about BLM and Grazing Regulations-Commissioners

12. COMMUNITY DEVELOPMENT

- A. 12:00 Salina Creek Subdivision 2-Lot-Scott Lyons
- B. 12:02 Zinck Orchard Subdivision 2-Lot-Scott Lyons

13. HUMAN RESOURCES

- A. 12:04 Policy 7 Revision-Jenica Stander

14. TOURISM OFFICE

- A. 12:06 Yearly Tourism Council Report-Joan Hammer

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

- A. Those wishing to make a public comment shall sign the comment roll and will be responsible for following the rules outlined in the County Commission Rules and Procedures.
- B. Speakers will have one, three (3) minute opportunity to speak regardless of the number of items they wish to address.
- C. Speakers shall address their comments to the County Commission only. This is a time to be heard, there will not be a back and forth dialogue with the Commissioners.
- D. Speakers may file copies of their remarks or supporting information with the County Clerk. The County Clerk will make the information available to the County Commission.

16. WARRANT REGISTER

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

18. CLOSED SESSION

19. ADJOURNMENT

Prepared and posted this 15th day of December, 2023. Mailed to the Box Elder News Journal and the Leader on the 15th of December, 2023. These assigned times may vary depending on the length of discussion, cancellation of scheduled agenda times and agenda alteration. Therefore, the times are estimates of agenda items to be discussed. If you have any interest in any topic you need to be in attendance at 11:30 a.m.



Marla R. Young - County Clerk
Box Elder County

NOTE: Please turn off or silence cell phones and pagers during public meetings. This facility is wheelchair accessible and accessible parking spaces are available. Requests for accommodations or interpretive services must be made three (3) working days prior to this meeting. Please contact the Commission Secretary's office at (435) 734-3347 or FAX (435) 734-2038 for information or assistance.

Addendum to Contract for Indigent Capital Defense Counsel Services

This is an addendum to the Contract for Indigent Capital Defense Counsel Services (“Contract”) entered into on November 3, 2023, between the Utah Indigent Defense Funds Board (“Board”) and Michael Studebaker & Jonathan Nish (“Defender” or “Defenders” as appropriate). The following terms are hereby incorporated into the Contract.

- 1.A. Compensation.** Pursuant to Section 2 of the Contract, the Board may authorize payment of attorney fees at a rate of \$225 per hour for Rule 8 qualified lead counsel and \$185 per hour for Rule 8 or non-qualified attorneys who serve in the capacity of second chair in the case up to a maximum of \$200,000 if the death penalty is sought by the prosecution, or at a rate of \$200 per hour for lead counsel and \$152 per hour for second chair up to a maximum of \$100,000 if the death penalty is not sought by the prosecution before the commencement of trial.
- 1.B.** Defender(s) will be authorized to receive up to the following presumptive caps in accordance with the following schedule:
- (i) If the death penalty is sought:
 - (a) Maximum of up to \$112,000 upon the completion or waiver of the preliminary hearing.
 - (b) Maximum of up to \$88,000 after completion or waiver of the preliminary hearing up to the conclusion of the trial by verdict and completion of penalty phase.
 - (ii) If the death penalty is not sought or is withdrawn prior to trial:
 - (a) Maximum of up to \$55,000 upon completion or waiver of the preliminary hearing.
 - (b) Maximum of up to \$45,000 after completion or waiver of the preliminary hearing up to the conclusion of the trial by verdict and completion of the penalty phase.

To the extent that the terms in this addendum modify or conflict with the terms set forth in the Contract, these terms control. All terms not modified or in conflict with these terms remain the same.

On this 3 day of November 2023, the parties acknowledge and agree to the terms set forth herein. The parties agree that this addendum may be signed in counterparts which will be deemed the same as an original.

Indigent Defense Funds Board

Defender(s)

Neal Hamilton, Chairman

Michael Studebaker

Jonathan Nish

County Acknowledgment and Approval

Box Elder County acknowledges and approves the foregoing Addendum to Contract of Indigent Defense Counsel Services which has been negotiated and executed by the Indigent Defense Funds Board for the following criminal case:

Defendant: James A Brenner

Criminal Charge:

Count 1: Aggravated Murder a(n) First Degree Felony, in violation of Utah Code Ann. § 76-5-202

Count 2: Abuse or desecration of a human body, a(n) Third Degree Felony, in violation of Utah Code Ann. § 76-9-704

Case No.: 231100110

Defenders: Michael Studebaker

Jonathan Nish

Date: Dec 20, 2023.

Box Elder COUNTY

By: _____




Chairman, Box Elder County

Board of County Commissioners



ATTEST:



Box Elder County Clerk

County Acknowledgment and Approval

Box Elder County acknowledges and approves the foregoing Addendum to Contract of Indigent Defense Counsel Services which has been negotiated and executed by the Indigent Defense Funds Board for the following criminal case:

Defendant: Jonathan Mendoza Llana

Criminal Charge:

Count 1, Aggravated Murder

Count 2, Attempted Aggravated Murder

Count 3, Felony Discharge of a Firearm

Count 4, Felony Discharge of a Firearm

Count 5, Felony Discharge of a Firearm

Count 6, Felony Discharge of a Firearm

Count 7, Felony Discharge of a Firearm

Count 8, Felony Discharge of a Firearm

Case No.: 191100167

Defenders: Rich Gallegos

Jonathan Nish

Date: Dec 20, 2023.

Addendum to Contract for Indigent Capital Defense Counsel Services

This is an addendum to the Contract for Indigent Capital Defense Counsel Services (“Contract”) entered into on November 3, 2023, between the Utah Indigent Defense Funds Board (“Board”) and Richard Gallegos & Jonathan Nish (“Defender” or “Defenders” as appropriate). The following terms are hereby incorporated into the Contract.

- 1.A. Compensation.** Pursuant to Section 2 of the Contract, the Board may authorize payment of attorney fees at a rate of \$225 per hour for Rule 8 qualified lead counsel and \$185 per hour for Rule 8 or non-qualified attorneys who serve in the capacity of second chair in the case up to a maximum of \$200,000 if the death penalty is sought by the prosecution, or at a rate of \$200 per hour for lead counsel and \$152 per hour for second chair up to a maximum of \$100,000 if the death penalty is not sought by the prosecution before the commencement of trial.
- 1.B.** Defender(s) will be authorized to receive up to the following presumptive caps in accordance with the following schedule:
- (i) If the death penalty is sought:
 - (a) Maximum of up to \$112,000 upon the completion or waiver of the preliminary hearing.
 - (b) Maximum of up to \$88,000 after completion or waiver of the preliminary hearing up to the conclusion of the trial by verdict and completion of penalty phase.
 - (ii) If the death penalty is not sought or is withdrawn prior to trial:
 - (a) Maximum of up to \$55,000 upon completion or waiver of the preliminary hearing.
 - (b) Maximum of up to \$45,000 after completion or waiver of the preliminary hearing up to the conclusion of the trial by verdict and completion of the penalty phase.

To the extent that the terms in this addendum modify or conflict with the terms set forth in the Contract, these terms control. All terms not modified or in conflict with these terms remain the same.

On this 3 day of November 2023, the parties acknowledge and agree to the terms set forth herein. The parties agree that this addendum may be signed in counterparts which will be deemed the same as an original.

Indigent Defense Funds Board

Defender(s)


Neal Hamilton, Chairman

Rich Gallegos

Jonathan Nish

BOX ELDER COUNTY



By: 

Chairman, Box Elder County

Board of County Commissioners

ATTEST:


Box Elder County Clerk

**INTERLOCAL COOPERATION AGREEMENT
FOR INDIGENT DEFENSE MANAGEMENT SERVICES**

THIS INTERLOCAL AGREEMENT ("Agreement") is entered into by and between Cache County, a political subdivision of the State of Utah (hereinafter referred to as "Cache"), Box Elder County, a political subdivision of the State of Utah (hereinafter referred to as "Box Elder"), with all of the parties together sometimes referred to as "Parties".

RECITALS

WHEREAS, Cache and Box Elder are "public agencies" as defined by the Utah Interlocal Cooperation Act, Utah Code Ann. §§ 11-13-101 et seq. (the Cooperation Act"), and, as such, are authorized by the Cooperation Act to enter into this Agreement to act jointly and cooperatively on the basis of mutual advantage; and

WHEREAS, both Cache and Box Elder are obligated and required by the United States and Utah Constitutions, and Utah Code §78B-22-101 et. seq. (1953 as amended) to provide indigent individuals within each of their respective jurisdictions with effective assistance of counsel at all critical phases of criminal proceedings, for prosecutions of offense(s) carrying the possibility of a deprivation of liberty; and

WHEREAS, Box Elder currently fulfills its statutory and constitutional obligation by contracting with qualified defense counsel, but now seeks assistance from Cache in complying with and managing grants related to indigent defense by enlisting the Cache County Public Defender Managing Office as Box Elder County's Managing Public Defender; and

WHEREAS, Cache has an existing Public Defender Managing Office, already organized, which is separate and distinct from any prosecuting attorney office, and which does not report to, nor is it subject to supervision of, any prosecuting attorney and/or office; and

WHEREAS, Box Elder desires to enter into an agreement with Cache to utilize Cache's Public Defender Managing Office for assistance with the management of Box Elder's indigent defense services; and

WHEREAS, Cache is willing to enter into an Agreement with Box Elder to provide assistance to Box Elder by allowing Box Elder to utilize Cache's Public Defender

Managing Office for assistance with the management of Box Elder's indigent defense services;

NOW, THEREFORE, in consideration of the mutual covenants and agreements set forth in this agreement, the mutual benefits to the parties to be derived here from, it is hereby agreed as follows:

I. INTERLOCAL AGREEMENT PROVISIONS

In satisfaction of the requirements of the Cooperation Act in connection with this Agreement, the Parties agree as follows:

- A. This Agreement shall be reviewed as to proper form and compliance with applicable law by a duly authorized attorney on behalf of each Party pursuant to and in accordance with Section 11-13-202.5 of the Cooperation Act.
- B. A duly executed original counterpart of this Agreement shall be filed immediately with the keeper of records of each Party pursuant to Section 11-13-209 of the Cooperation Act.
- C. The term of this Agreement shall not exceed fifty (50) years pursuant to Section 11-13-216 of the Cooperation Act.
- D. This Agreement may be terminated by either Cache or Box Elder at any time by giving 90 days written notice of its intent to withdraw from the Agreement.
- E. Except as otherwise specifically provided herein, each Party shall be responsible for its own costs of any action done pursuant to this Agreement, and for any financing of such costs.
- F. No separate legal entity is created by the terms of this Agreement and no facility or improvement will be jointly acquired, jointly owned, or jointly operated by the Parties under this Agreement.
- G. This Agreement shall be administered and managed by Michael McGinnis on behalf of Cache, by the current County Commission Chair on behalf of Box Elder.

II. SCOPE OF SERVICES

The Parties agree that Cache's Public Defender Managing Office will oversee and administer Box Elder's indigent defense services. Accordingly, Cache shall provide the following services to Box Elder through the Cache County Public Defender Managing Office:

- A. Monitor caseloads of attorney's representing indigent defendants in Box Elder County, and ensure that the indigent defense services in Box Elder County comply with the indigent defense standards established by IDC.
- B. Manage the current and future public defender contracts, which, with the approval of the Box Elder County Commission, includes the procurement of new or additional contracts and the termination of existing contracts.
- C. Meet with Box Elder's designated individual, not to include any prosecution or court personnel, annually to review indigent defense attorney caseloads, performance and budgetary needs for the following year.
- D. With the cooperation and assistance of Box Elder and the Public Defenders, maintain and make available statistical data necessary for reporting to the IDC, as required by any grant funding.
- E. Approve the expenditure of Box Elder budgetary funds in accordance with Box Elder County Purchasing Policy and under the direction of the Box Elder County Auditor.
- F. With the cooperation and assistance of Box Elder and Public Defenders submit all necessary and required reporting to the IDC, with sufficient timeliness to meet all IDC deadlines in order to receive quarterly reimbursement payments.
- G. Be responsible for future grant applications and/or amendments.
- H. Be responsible for future grant applications and/or amendments on behalf of Box Elder's indigent defense services.

- I. Advise, regarding necessity and reasonableness of any requested defense resources and defense expenses.
- J. Each County shall be responsible for their own costs related to capital defense and appellate cases.

III. COSTS AND COMPENSATION

- A. Box Elder shall pay and be responsible for payment, without any judicial or prosecutorial interference or oversight, of all Box Elder County indigent defense services, costs and/or expenses including but not limited to:
 - (i) Attorneys' fees for all attorneys providing authorized indigent defense services within Box Elder County
 - (ii) Investigators;
 - (iii) Expert consultation and witnesses;
 - (iv) Scientific and medical testing;
 - (v) Transcripts;
 - (vi) Copies of records
 - (vii) Any other resource reasonably necessary to provide a complete defense as required by the Federal and State Constitutions, and Utah laws.
- B. Box Elder shall pay Cache approximately 1/3 the cost of Cache's Public Defender Managing Office, \$99,800 (ninety-nine thousand eight hundred) and those payments shall be made quarterly to the Cache County finance department and as requested by invoices received from the managing defender for contract payments to the public defenders.
- C. Box Elder County shall reimburse Cache County for supplies, equipment and operating expenses incurred in providing the services listed up to the budgeted amount of \$5,784 (five thousand seven hundred eighty-four) Cache County shall submit invoices to Box Elder County at least once each quarter for the reimbursement of said expenses and Box Elder County shall pay invoices within 30 days of receipt. Any expenses beyond this amount shall require pre-approval from the Box Elder County Commission Chair.

- D. The Parties shall discuss payments and other costs necessary to provide indigent defense services during the months of September and October of each year. This will allow the parties to make any necessary adjustments to their budgets for the following year. Adjustments to the payment amount shall go into effect on January 1st of each year.
- E. Upon a showing of critical need, Cache or Cache's Public Defender Manager Office may request additional funding for extraordinary unforeseen expenses which may arise during the term of this Agreement, which are not provided by seeking additional grant funding from the Indigent Defense Commission.

IV. MISCELLANEOUS

- A. **Amendment.** This Agreement may be amended by written agreement of the parties, upon adoption of a resolution by each of the parties and approval as to form by each party's respective attorney, and upon meeting any other applicable requirements of the Interlocal Cooperation Act.
- B. **Captions and Headings.** The captions and headings herein are for convenience of reference only and in no way define or limit the scope or intent of any sections or provision of this agreement.
- B. **Notices.** Any notice or other communication required or permitted to be given under this Agreement shall be deemed sufficient if given by a written communication and shall be deemed to have been received upon personal delivery, actual receipt, or within three (3) days after such notice is deposited in the United States mail, postage prepaid, and certified and addressed to the Parties as set forth below:
- C. **Term of the Agreement.** This agreement shall be effective upon execution by all Parties and shall continue through December 31, 2026. Either party may terminate this Agreement at any time by giving 90 days written notice of its intent to withdraw from the Agreement.
- D. **Agency.** No agent, employee, or servant of one the Parties is or shall be deemed to be an agent, employee, or servant of the other Parties. None of the benefits provided by any of the Parties to its employees including, but not limited to, workers' compensation insurance, health insurance and

unemployment insurance, are available to the employees, agents, or servants of the other Parties. The Parties shall each be solely and entirely responsible for their own acts and for the acts of their respective agents, employees, and servants during the performance of this Agreement.

- E. **Indemnification.** The Parties agree to indemnify, hold harmless, and defend each other, their officers, agents, and employees from and against any and all actual or threatened claims, losses, damages, injuries, and liabilities of, to, or by third parties, their subcontractors, or the employees of any, including claims for personal injury, death, or damage to personal property or profits and liens of workmen and material men (suppliers), however allegedly caused, resulting directly or indirectly from, or arising out of, any of the Parties' breach of this Agreement or any acts or omissions of or by any of the Parties, their agents, representatives, officers, employees, or subcontractors in connection with the performance of this Agreement.
- F. **Governmental Immunity.** The Parties are governmental entities under the Governmental Immunity Act of Utah, §§ 630-7-101, et seq. (1953, as amended) (the "Immunity Act"). Nothing contained in this Agreement shall be construed in any way to modify the limits of liability set forth in that Act or the basis for liability as established in the Act. Nothing contained in this Agreement shall be construed as a waiver by any of the Parties of any defenses or limits of liability available under the Immunity Act and other applicable law. The Parties maintain all privileges, immunities, and other rights granted by the Immunity Act and all other applicable law.
- G. **No Officer or Employee Interest.** It is understood and agreed that no officer or employee of any of the Parties has or shall have any pecuniary interest, direct or indirect, in this Agreement or the proceeds resulting from the performance of this Agreement.
- H. **Default.** If any of the Parties defaults in the performance of the Agreement, or any of its covenants, terms, conditions or provisions, the defaulting party shall pay all costs and expenses, not including attorney's fees, which may arise or accrue to the non-defaulting party from enforcing the Agreement.
- I. **No Limitation of Rights.** The rights and remedies of the Parties hereto are in addition to any other rights and remedies provided by law or under this Agreement. The Parties agree that the waiver of any breach of this Agreement by any of the Parties shall in no event constitute a waiver as to

any future breach.

- J. **Compliance with Laws.** The Parties shall comply with all applicable statutes, laws, rules, regulations, licenses, certificates and authorizations of any governmental body or authority in the performance of its obligations under this Agreement.
- K. **Records.** Financial records, supporting documents, statistical records and all other records pertinent to this Agreement must be kept readily available for review by Parties from time to time upon any of the Parties' request. Such records must be retained and maintained for a minimum of three (3) years after the end of a budget period. If questions still remain, such as those raised as a result of an audit, records must be retained until completion or resolution of any audit in process or pending resolution. Such records are subject to the Utah Government Records Access and Management Act, Utah Code Ann. §§ 630-2-101 et seq. (1953, as amended).
- L. **Assignment and Transfer.** The Parties may not assign or transfer their respective duties of performance nor their rights under this Agreement.
- M. **Time.** The parties stipulate that time is of the essence in the performance of this Agreement.
- N. **Entire Agreement.** This Agreement constitutes the entire Agreement between the Parties, and no statements, promises, or inducements made by either party, or agents for either party, that are not contained in this written Agreement shall be binding or valid. This Agreement may not be enlarged, modified or altered, except in writing, signed by the Parties.
- O. **Severability.** The Parties agree that where possible, each provision of this Agreement shall be interpreted in such a manner as to be consistent and valid under applicable law; but if any provision of this Agreement shall be void, voidable, unenforceable, or invalid, prohibited or unenforceable under applicable law, such void, voidable, unenforceable, or invalid provision shall not affect the other provisions of this Agreement.
- P. **Governing Law.** It is understood and agreed by the parties hereto that this Agreement shall be governed by the laws of the State of Utah and any applicable county ordinances, both as to interpretation and performance. Venue for any and all legal actions arising hereunder shall lie in the First District Court.
- Q. **Counterparts.** This Agreement may be executed in several counterparts

and all counterparts so executed shall constitute one agreement binding on all the Parties, notwithstanding that each of the Parties are not signatory to the original or the same counterpart. Further, executed copies of this Agreement delivered by facsimile shall be deemed an original signed copy of this Agreement.

- R. **Warrant of Signing Authority.** The person or persons signing this Agreement on behalf of each of the Parties warrants his or her authority to do so and to bind the Parties to this Agreement.

IN WITNESS WHEREOF, the parties have caused this agreement to be duly executed with the effective date written above.

CACHE COUNTY EXECUTIVE

DATE

ATTEST:

CACHE COUNTY CLERK

DATE

APPROVED AS TO FORM:

CACHE COUNTY ATTORNEY

DATE

[Handwritten Signature]

BOX ELDER COUNTY COMISSION

December 20, 2023

DATE

ATTEST:



[Handwritten Signature]
BOX ELDER COUNTY CLERK

December 20, 2023

DATE

APPROVED AS TO FORM:

BOX ELDER COUNTY ATTORNEY

DATE

RESOLUTION No. 23-14

A RESOLUTION OF THE BOX ELDER COUNTY COMMISSION AMENDING THE LEGAL DESCRIPTION FOR THE BOUNDARY OF THE VOTING PRECINCT KNOWN AS CORINNE 1 AND BOX ELDER WEST

WHEREAS, Section 20A-5-303 Utah Code Annotated, 1953, provides that the Board of County Commissioners, may establish, divide, abolish, and change Voting Precincts; and

WHEREAS, the Board of County Commissioners recently adopted Resolution 22-02 which set forth the current legal descriptions for the boundaries of each of the voting precincts in Box Elder County; and

WHEREAS, subsequent to the adoption of Resolution 22-02 it was discovered that the legal description for the boundary of Voting Precinct Corinne 1 left out an adjacent neighborhood which was inadvertently included within the legal description for the boundary of Voting Precinct Box Elder West ; and

WHEREAS, The Box Elder County Clerk has recommended that the legal description for the boundary of Voting Precincts Corinne 1 and the Box Elder West be changed as set forth below, to remove the neighborhood adjacent to Voting Precinct Corinne 1 from Voting Precinct Box Elder West and include it within Voting Precinct Corinne 1; and

WHEREAS, Voting Precincts can be altered, divided or changed so as not to contain more than one thousand two hundred and fifty (1,250) voters, and the correction to the legal description of the boundary of Voting Precincts Corinne 1 and Box Elder West set forth below does not create any Voting Precinct which contains more than one thousand two hundred and fifty (1,250) voters; and

WHEREAS, 2024 is a regular general election year, and the correction to the legal description of the boundary for Voting Precincts Corinne 1 and Box Elder West set forth below will be effective prior to January 31, 2024; and

WHEREAS, the Box Elder County Commission finds that the correction to the legal description of the boundary for Voting Precincts Corinne 1 and Box Elder West set forth below is in the best interest of and will promote the health, general welfare and safety of the residents of Box Elder County;

NOW, THEREFORE BE IT RESOLVED by the County Legislative Body of Box Elder County, State of Utah, with ____ members present and ____ members voting in favor thereof as follows:

Section 1: Change to Voting Precinct Corinne 1. The boundaries of the Voting Precincts known as Corinne 1 and Box Elder West shall be amended to read in their entirety as follows:

CORINNE NO.1

Beginning at the Northwest corner of T 09N, R 03W SLBM, and running South along the West line of R 04W to its intersection with the centerline of Bird Refuge Road. Thence along the centerline of said road to the East line of Section 25, T 09N, R 03W. Thence North along the East line of Sections 25 and 24 to the Northeast Corner of Section 24. Thence Northerly along the Bear River to the convergence of Malad and Bear Rivers. Thence Northerly along the Malad River to the centerline of 5600 North Street, said point is also the North line of Section 14, T 10N, R 03W. Thence West along the North line of sections 14, 15, 16, 17, 18, T 10N ,R 3W to the Northwest corner of Section 18, T 10N, R 03W. Thence South along the west line of Sections 18, 19, 30, 31 of T 10N, R 3W to the Northwest corner of T 09N, R 03W and point of beginning.

BOX ELDER WEST

Beginning at the NW corner of T 15N, R 11W, SLBM, on the North boundary of Box Elder County, thence South along the West line of T 15 & 14N R 11W to the SW corner of T 14N, R 11W, thence East along the South line of said T 14, R 11W, to the SE corner of said T 14N, R 11W, thence South along the West line of R 10W to the SW corner of T 11N, R 10W, thence Easterly along the meander line of the Great Salt Lake to a point on the East line of T 11N, R 9W, thence North along the East line of said range to the NE corner of T 11N, R 9W, thence East along the South line of T 12N to the SE corner of T 12N, R 5W, thence South along the East line of R 5W to the SW corner of Section 7, T 10N, R 4W, thence East to the NE corner of Section 13, T 10N, R 4W, thence South along the east line of R 4W to the SE corner of Section 25, T 9N, R 4W, thence along the township line to the intersection of the Bird Refuge Road, thence along the centerline of said road to the East line of Section 25, T 09N, R 03W, thence South along the East section lines to the NW corner of Section 6, T 08N, R 2W, thence East along the section lines to the NE corner of Section 4 and the West line of Perry City limits, thence southerly along the west line of Perry City limits to a corner of the Willard City limit line in Section 10, T 8N, R 2W, thence Southerly along the west line of Willard City limits to the center line of 650 North Street, thence west along the centerline of 650 North to the intersection Dike Road, thence along Dike Road to the east side of the North-South canal in Section 13, T 07N, R 03W, thence South along the East line of said canal to the Box Elder County boundary, thence westerly along the county boundary line to the SW corner of Box Elder County, continuing thence along the county boundary north to the NW corner of said county, continuing thence East along the North boundary line of Box Elder County to the NW corner of T 15N, R 11W and point of beginning.

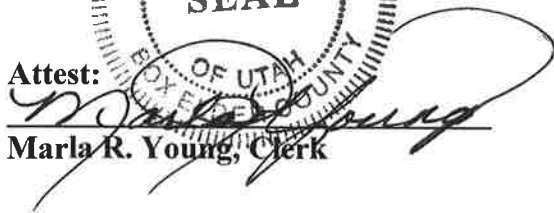
Section 2: Repeal of the Previously Established Boundary for Voting Precincts Corinne 1 and Box Elder West. The boundary for the Voting Precincts known as Corinne 1 and Box Elder West which was established by Resolution 22-02 is hereby repealed.

Section 3: Effective Date. This Resolution shall become effective fifteen days after its adoption.

Passed and adopted in regular session this 20th day of December, 2023



Attest:


Marla R. Young, Clerk


Stan Summers, Chairman