

**MINUTES  
BOX ELDER COUNTY COMMISSION  
JULY 5, 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 4:45 p.m. on **July 5, 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 4:50 p.m.

The regular session was called to order by Chairman Summers at 5:00 p.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 Commissioner Bingham.

The Pledge of Allegiance was led by Fire Marshal Kevin Lloyd.

**APPROVAL OF MINUTES**

**THE MINUTES OF THE REGULAR MEETING OF JUNE 21, 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**

**Water issues in Area 29 - Commissioner Bingham**

Commissioner Bingham reported on a meeting with many stakeholders regarding water issues in Area 29. He said the meeting was held last Thursday and Theresa Wilhelmson, State Water Engineer, was present. There was discussion about not making the same mistakes that have been made in other areas of the state. He explained there are several places that have over appropriated water rights. He stated it was good to have all the players together to discuss the issues. He proposed the county take the lead in further discussions and hold a special meeting with minutes and recordings to discuss water mitigation and a countywide master plan.

**Introduction of New K-9 Officer - Commissioners**

Chairman Summers introduced Azula, the new K-9 officer and Deputy Allred who is in training with him.

**FORMER AGENDA ITEMS FOLLOW-UP – COMMISSIONERS**

**Employee of the Month - Commissioner Bingham**

Commissioner Bingham said they announced Keith Keller as the Employee of the Month. Keith was not present at that meeting.

The Commissioners presented a certificate to Keith Keller.

**Children's Justice Center - Sterling Marx**

Sterling Marx of the Children's Justice Center stated there is an amendment to the contract which includes the hourly rate for contracted therapy hours.

The Commissioners asked to have the item placed on the next agenda.

**EMERGENCY MANAGEMENT ISSUES**

There were no Emergency Management Issues discussed.

**ARPA/LATCF**

There were no ARPA/LATCF issues discussed.

**ATTORNEY'S OFFICE**

**Contract #23-51 for Indigent Capital Defense Counsel Service-Steven Hadfield**

Attorney Stephen Hadfield explained Contract #23-51 is for the county to participate in the Indigent Capital Defense Fund. He explained it is a fund that is used for defense counsel.

**MOTION:** Commissioner Perry made a motion to approve Contract #23-51. 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 #23-51**

**Interlocal Agreement #23-52 Engaging Box Elder County Recorder's Office as the Addressing Authority for the Town of Mantua-Anne Hansen**

Attorney Stephen Hadfield explained Agreement #23-52 is with Mantua to have the Recorder's Office help determine address locations within their city.

**MOTION:** Commissioner Perry made a motion to approve Interlocal Agreement #23-52. 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. 3 -Agreement #23-52**

**Updated to Include a new fee for the Access of the Criminal Discovery Packets Through a Google Drive Link Resolution #23-05-Anne Hansen**

Attorney Stephen Hadfield explained Resolution #23-05 changes and approves fees to be charged by the County Attorney's Office and updates a prior resolution including a means for electronic delivery of documents.

**MOTION:** Commissioner Bingham made a motion to approve Resolution #23-05 updating fees for the County Attorney's Office. 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.

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**ATTACHMENT NO. 4 - Resolution #23-05**

**Resolution #23-06 Adopting Box Elder County Commission Rules & Procedures-Anne Hansen**

This item was tabled.

**MOTION:** Commissioner Perry made a motion to table Resolution #23-06 for some changes to be made. The motion was seconded by Commissioner Bingham and the item was tabled.

**AUDITOR'S OFFICE**

**2022 Audit Presentation and Communications Letter-Jon Haderlie and Shirlene Larsen**

Auditor Shirlene Larsen and Jon Haderlie of Larson and Associates presented the external audit for 2022.

Jon Haderlie gave a brief overview of the things they look for in the audit. He commended the staff in the Auditor's Office for their hard work and being supportive and correcting things properly. He reported the county is in budgetary compliance and they found no issues or federal findings on covid money. Any findings from last year were addressed and corrected. He reported all fund balances were positive.

**MOTION:** Commissioner Perry made a motion to accept the audit as presented. 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.

**COMMISSIONERS**

**Contract #23-53 With Brigham City for Animal Control Services**

Sheriff Potter and Chief Deputy Sheriff Cade Palmer explained the county has contracted with Brigham City for animal control services. There has been some discussion about creating our own facility but in the meantime the need is still there to contract with the cities. He said there are a few minor wording changes and amount changes. He said there was an increase but they have not increased the rate for nineteen years.

**MOTION:** Commissioner Perry made a motion to approve Contract #23-53 pending approval and changes made by the County Attorney. 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. 5 - Contract #23-53**

**Indigent Burial Request-Commissioners**

Chairman Summers explained they have received a request for assistance for a burial for an indigent citizen. He explained the mortuaries will send over a request when an individual does not have any next of kin or assets that can pay for the burial.

**MOTION:** Commissioner Perry made a motion to approve \$1,200.00 for the indigent burial. 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.

**COMMUNITY DEVELOPMENT**

**Cloe T. Anderson Subdivision (1-lot)-Scott Lyons**

Community Development Director Scott Lyons explained the Cloe T. Anderson Subdivision (1-lot) is a one lot subdivision with two acres located at 12173 W Faust Valley Road just west of Bothwell. The plat has been through all the necessary department reviews and is recommended for approval.

**MOTION:** Commissioner Bingham made a motion to approve the Cloe T. Anderson Subdivision (1-lot). 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.

**Daddy's Acres Subdivision Phase 2(1-lot)-Scott Lyons**

Community Development Director Scott Lyons explained the Daddy's Acres Subdivision Phase 2 (1-lot) is located in Riverside at approximately 16436 N 6000 W. It contains .5 acres and has been through all applicable staff reviews.

**MOTION:** Commissioner Bingham made a motion to approve Daddy's Acres Subdivision Phase 2 (1-lot). 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.

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**Corridor Preservation Fund -CPF20-01 Snowville Project Reimbursement-Scott Lyons**

Community Development Director Scott Lyons stated they received a request for reimbursement from Snowville Town for Project #CPF20-01 for a stoplight at the main intersection. The project was approved in 2020 and is now completed. They are requesting \$54,723.80.

**MOTION:** Commissioner Bingham made a motion to approve the Corridor Preservation Fund request for Project #CPF20-01 in the amount of \$54,723.80 to Snowville Town. 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.

**Beckam's Edge Subdivision Phase 3-Scott Lyons**

Community Development Director Scott Lyons explained the Beckham's Edge Subdivision Phase 3 contains six lots. He said there is an improvement agreement as there is a backlog for connections for water. He stated the improvement agreement gives the developer one year to start and eighteen months to complete the subdivision. The plat has been reviewed by all the necessary departments.

**MOTION:** Commissioner Perry made a motion to approve the Beckham's Edge Subdivision Phase 3 and improvement agreement with the changes discussed. 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.

**Hurd Subdivision-Scott Lyons**

This item was postponed.

**Recess to RDA Meeting**

**MOTION:** Commissioner Perry made a motion to move into an RDA meeting. The motion was seconded by Commissioner Bingham and the Commissioners held an RDA meeting.

### **WARRANT REGISTER – COMMISSIONERS**

The Warrant Register was signed and the following claims were approved: Claim numbers 121015 through 121049 in the amount of \$62,827.16. Claim numbers 121050 through 121105 in the amount of 1,482,391.67.

### **PERSONNEL ACTIONS/VOLUNTEER ACTION FORMS – COMMISSIONERS**

Employee Name:	Department:	PA Type:	Effective Date:
DOUGLAS, FRED	ROAD DEPARTMENT	COMPENSATION CHANGE	06/19/2023
ANDERSEN, MARSHA	SHERIFF'S OFFICE	UNIFORM ALLOWANCE CHANGE	06/30/2023
HECKERT, DENISE	SHERIFF'S OFFICE	UNIFORM ALLOWANCE CHANGE	06/30/2023
HEREFORD, BARBARA	SHERIFF'S OFFICE	UNIFORM ALLOWANCE CHANGE	06/30/2023
JOHNSON, ELIZABETH	SHERIFF'S OFFICE	UNIFORM ALLOWANCE CHANGE	06/30/2023
NEEDHAM, MORGAN	SHERIFF'S OFFICE	UNIFORM ALLOWANCE CHANGE	06/30/2023
MILLETT, MARK	SHERIFF'S OFFICE	UNIFORM ALLOWANCE CHANGE	06/30/2023
WILLARD, LANA	SHERIFF'S OFFICE	UNIFORM ALLOWANCE CHANGE	06/30/2023
BURNINGHAM, ORIA	FIRE MARSHAL	SEPARATION	07/12/2023
RENNER, KYLE	ATTORNEY'S OFFICE	SEPARATION	06/23/2023
<b>VOLUNTEER FIREFIGHTERS</b>			
ELIASON, BRAYDEN	SNOWVILLE FD	VOLUNTEER	07/05/2023

### **CLOSED SESSION**

#### **Strategy session to discuss pending or reasonably imminent litigation.**

**MOTION:** At 6:17 p.m. a motion was made by Commissioner Perry to move into a closed session. The motion was seconded by Commissioner Bingham and unanimously carried.

**MOTION:** At 6:25 p.m. a motion was made by Commissioner Bingham to reconvene into regular commission meeting. Commissioner Perry seconded the motion. The motion carried unanimously and regular commission meeting was reconvened.

### **ADJOURNMENT**

A motion was made by Commissioner Bingham to adjourn. Commissioner Perry seconded the motion, and the meeting adjourned at 6:25 p.m.

**ADOPTED AND APPROVED** in regular session this 19th day of July 2023.

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Stan Summers, Chairman

  
Boyd Bingham, Commissioner

  
Lee Perry, Commissioner



ATTEST:

  
Maria R. Young, Clerk





## COUNTY COMMISSION MEETING

Commission Chambers, 01 South Main Street, Brigham City, Utah 84302

Wednesday, July 05, 2023 at 5:00 PM

### AGENDA

**NOTICE:** *Public notice is hereby given that the Box Elder County Board of County Commissioners will hold an Administrative/Operational Session commencing at 4:45 P.M. and a regular Commission Meeting commencing at 5:00 P.M. on Wednesday July 5, 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 5:00 P.M.**

- A. Invocation Given by: Commissioner Bingham
- B. Pledge of Allegiance Given by: Fire Marshal Kevin Lloyd
- C. Approve Minutes from June 21, 2023

#### **3. ADMINISTRATIVE REVIEW / REPORTS / FUTURE AGENDA ITEMS**

#### **4. FORMER AGENDA ITEMS**

#### **5. EMERGENCY MANAGEMENT ISSUES**

#### **6. ARPA/LATCF**

#### **7. ATTORNEY'S OFFICE**

- A. 5:08 Contract #23-51 for Indigent Capital Defense Counsel Service-Steven Hadfield
- B. 5:10 Interlocal Agreement #23-52 Engaging Box Elder County Recorder's Office as the Addressing Authority for the Town of Mantua-Anne Hansen
- C. 5:12 Updated to Include a new fee for the Access of the Criminal Discovery Packets Through a Google Drive Link Resolution #23-05-Anne Hansen
- D. 5:14 Resolution #23-06 Adopting Box Elder County Commission Rules & Procedures-Anne Hansen

#### **8. AUDITOR'S OFFICE**

- A. 5:16 2022 Audit Presentation and Communications Letter-Jon Haderlie and Shirlene Larsen

#### **9. COMMISSIONERS**

- A. 5:26 Contract #23-53 With Brigham City for Animal Control Services
- B. 5:30 Indigent Burial Request-Commissioners

#### **10. COMMUNITY DEVELOPMENT**

- A. 5:32 Cloe T. Anderson Subdivision (1-lot)-Scott Lyons
- B. 5:34 Daddy's Acres Subdivision Phase 2(1-lot)-Scott Lyons
- C. 5:36 Corridor Preservation Fund -CPF20-01 Snowville Project Reimbursement-Scott Lyons
- D. 5:38 Beckam's Edge Subdivision Phase 3-Scott Lyons
- E. 5:40 Hurd Subdivision-Scott Lyons

**11. WARRANT REGISTER**

**12. PERSONNEL ACTIONS / VOLUNTEER ACTION FORMS / CELL PHONE ALLOWANCE**

**13. CLOSED SESSION**

**14. ADJOURNMENT**

Prepared and posted this 30th day of June, 2023. Mailed to the Box Elder News Journal and the Leader on the 30th of June, 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 5:00 p.m.

A handwritten signature in black ink, appearing to read "Marla R. Young". The signature is fluid and cursive, with the first name "Marla" being more prominent and the last name "Young" following in a similar style.

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.

# Contract for Indigent Capital Defense Counsel Service

THIS CONTRACT is made and entered into by and between the UTAH INDIGENT DEFENSE FUNDS BOARD, a board created by and acting under Sections §78B-22-501 through §78B-22-502, *Utah Code Ann.*, which shall be called the "BOARD" in this contract, and Michael Studebaker, and Jonathan Nish, who shall be jointly and individually called "DEFENDERS" in this contract. Collectively, they shall be referred to in this contract as "Parties".

This contract is based, in part, upon the following recitals:

- A. James A Brenner, who shall be called "DEFENDANT" in this contract, was charged in an information, dated May 28, 2022, and filed in Criminal Case 231100110 in the First Judicial District Court in and for Box Elder County, Utah, with the commission of the criminal offense of aggravated murder, a possible capital offense, in violation of §76-5-202, *Utah Code Ann.*
- B. Pursuant to the Indigent Defense Act, as set forth in Title 78B, Chapter 22, Utah Code Ann., the Court found, on May 31, 2023, James A Brenner, DEFENDANT to be indigent and entitled to the assignment of defense counsel in this case pursuant to §78B-22 Part 2, *Utah Code Ann.*, at public expense.
- C. The Court has made findings that Mike Studebaker is an attorney duly licensed to practice law in the State of Utah and is qualified under Rule 8(b), Utah Rules of Criminal Procedure, to be assigned as lead defense counsel for an indigent charged with an offense for which the punishment may be death and that he is proficient in the trial of capital cases.
- D. Mike Studebaker as lead counsel, has signed and submitted to the BOARD a Request and Commitment Agreement: Trial Defense Counsel and sufficient

documentation to verify that he is currently qualified under Rule 8(b), Utah Rules of Criminal Procedure, to be assigned as lead defense counsel for an indigent charged with an offense for which the punishment may be death and that he is proficient in the trial of capital cases.

- E. Mike Studebaker, as lead counsel, has selected Jonathan Nish to be co-counsel in this case. The Court has made findings that Jonathan Nish is an attorney duly licensed to practice law in the State of Utah and is currently qualified or under Rule 8(b), Utah Rules of Criminal Procedure, he is qualified to be assigned as defense co-counsel in a capital case.
- F. DEFENDERS are able and willing to undertake the assignment as defense counsel for and have no known conflicts of interest in representing DEFENDANT in this case.
- G. In contemplation of the assignment of the DEFENDERS to represent DEFENDANT in this case, DEFENDERS and the BOARD have negotiated a reasonable compensation for the services of DEFENDERS as indigent defense counsel, and it is the intent of the parties that the terms of those services and that compensation be set forth in this contract. Box Elder County, which may hereinafter be referred to as COUNTY, approves the negotiated compensation and this contract as acknowledged in the County Acknowledgment and Approval which is attached to contract as Exhibit "A" and incorporated herein by reference.

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

**1. Services**

- A. DEFENDERS shall, as co-counsel, provide legal service and represent DEFENDANT in all phases and proceedings of the defense in Criminal Case

No. 231100110 in the First Judicial District Court in and for Box elder County, in which DEFENDANT is charged with the offense of criminal homicide, aggravated murder, a possible capital offense.

- B. DEFENDERS shall represent DEFENDANT in this case and provide and perform all necessary and appropriate defense legal services through:
  - (1) Any proceedings and trial, including any new trial granted by the trial court, all motion hearings, and any other proceedings which may be held in this case before the trial court; and
  - (2) Any post-trial proceedings before the trial court, including sentencing and any post-plea or post-trial motions filed by either DEFENDANT or the State.
- C. The services contemplated by this contract do not include any:
  - (1) Post-plea or post-trial appeals to an appellate court; or
  - (2) Proceedings before the trial court if the court has relieved counsel of the obligation to represent DEFENDANT.
- D. DEFENDERS shall perform the legal services required under this contract in a professional and ethical manner under the guidelines and standards set forth in the American Bar Association Guidelines for the Appointment and Performance of Counsel in Death Penalty Cases, as long as the death penalty is sought, Utah Rules of Professional Conduct, and such other applicable law, rule, and case law governing the practice of law in the State of Utah together with such other regulations or statutory provisions to which the DEFENDERS may be subject as a result of federal law.
- E. The DEFENDERS shall, with reasonable promptness, inform the BOARD of:
  - (1) Any pending or possible conflicts of interest that may exist as a result of the proposed or current representation by either DEFENDER of

DEFENDANT in the above-described criminal case and, if reasonably possible, obtain the appropriate and necessary waivers or releases from all concerned parties.

- (2) Any circumstances which are likely to reasonably necessitate the withdrawal of either DEFENDER; or
- (3) The intention of either DEFENDER to withdraw from representation of DEFENDANT.

## **2. Compensation**

A. The Board may authorize payment of attorney fees at a rate of \$200 per hour for Rule 8 qualified lead counsel and \$160 per hour for Rule 8 or non-Rule 8 qualified attorneys who serve in the capacity of second chair in the case up to a maximum of \$175,000 if the death penalty is sought by the prosecution, or, at a rate of \$188 per hour for lead counsel and \$140 per hour for second chair up to a maximum of \$85,000 if the death penalty is not sought by the prosecution or, if originally sought, the death penalty is withdrawn by the prosecution before the commencement of trial.

B. The DEFENDERS shall be authorized to receive up to the following presumptive caps in accordance with the following schedule:

- (1) If the death penalty is sought:
  - (a) Maximum of up to \$100,000 upon the completion or waiver of the preliminary hearing.
  - (b) Maximum of up to \$75,000 after completion or waiver of the preliminary hearing up to the conclusion of the trial by verdict and completion of penalty phase. For the purposes of this contract, the trial shall be deemed to commence upon the first witness being sworn.
- (2) If the death penalty is not sought or is withdrawn prior to trial:

- (a) Maximum of up to \$40,000 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.

**The Board may authorize payments in excess of the maximum amounts only upon a showing of exceptional circumstances in accordance with paragraph 2C.** In order to properly administer compensation, **Defenders** are required to notify the Board (through the Division of Finance) whether the death penalty is being sought, and if/when applicable, the date the death penalty is no longer being sought on the case.

- C. The Parties have agreed that the amounts and timing of compensation set forth in this contract are reasonable and adequate. The Parties further agree that the presumptive caps in paragraphs 2A and 2B shall be binding and shall operate to limit the timing and amount of total compensation paid to Defenders and that there shall be no right to receive additional compensation unless prior written approval is obtained from the Board. DEFENDERS may request that the Board exceed the maximum amounts listed in paragraph 2A and 2B based upon a showing of Exceptional Circumstance.

To establish exceptional circumstances, the DEFENDERS must demonstrate to the Board that compensation provided by paragraphs 2A and 2B is unreasonably inadequate in light of the length and complexity of the litigation which length and or complexity was not reasonably foreseeable at the time the Parties entered into this Contract. Exceptional circumstances are defined as circumstances related to the case that were not reasonably foreseeable

at the time the Parties entered into this Contract. The DEFENDERS shall be required to work within the presumptive caps in paragraphs 2A and 2B even if the total amount of work within the presumptive cap results in an hourly rate that is less than the hourly rate that is authorized by the Board in paragraph 2A of this Contract.

- (1) To request additional compensation, Defenders must as soon as is reasonably possible, submit a written request with sufficient and appropriate information and documentation to the BOARD to justify the requested additional fees
- (2) Defenders shall request that the trial court make ex parte findings regarding the length and complexity of the case and shall forward any determinations by trial court regarding that request.
- (3) The Board, in its complete discretion, shall determine whether the additional fees requested are reasonable in light of the circumstances and could not have been reasonably anticipated at the time this contract was approved and signed.
- (4) If the Board decides not to approve a request to exceed a presumptive cap based on a written request, Defenders shall be given an opportunity to present their reasoning to the Board and ask for a reconsideration of the decision. If Defenders choose to present their reasoning to the Board in person or by phone, they shall do so at their own expense, and such expenses shall not be billed to the Fund.
- (5) Defenders shall have no rights to claim additional recovery under this Agreement in the event the Board refuses to authorize additional compensation.



- D. The compensation to be paid shall be the sole consideration to be paid to the DEFENDERS by the BOARD for services under this contract, and includes all of the DEFENDERS' general office expenses, paralegal expenses, postage, preparation expenses, and other similar operating expenses, except as provided specifically otherwise in this contract. Time spent by an attorney, his/her clerical or other staff, or other legal team members regarding preparation, clarification or interpretation of billings or contracts is considered a general office expense and shall not be billed to the Fund. This includes time spent working with the Division of Finance or a board member on billing or contract issues.
- E. DEFENDERS shall submit fee statements jointly which sufficiently describe the services performed for which compensation is claimed and such other information as may be reasonably required by the BOARD in order to properly review, evaluate, and process the statement.
- F. The DEFENDERS shall submit billing statements detailing the hours worked and describing the work performed. The billing records shall be submitted to the Court/Board and are to be sealed and not made available to the agencies prosecuting the defendant. Billings shall be made in 1/10<sup>th</sup> hour increments. The fee statements shall be submitted at the stages of the proceedings as set forth in the foregoing Sub-paragraph B., however, monthly progress billings are required. If billings have gone beyond a presumptive cap they still need to be submitted monthly. The Board has the right to decide not to pay charges that are three months old or older that have not been previously submitted.
- G. In the event the DEFENDERS, jointly or severally, receive payment from another source as payment of fees in the representation of DEFENDANT in

this case, the DEFENDERS shall reimburse the BOARD for any consideration paid under this contract to the extent of such payments.

- H. In the event lead counsel is dismissed or withdraws from representation of DEFENDANT in this case whether temporarily or for limited purposes or permanently, because of any pending, possible, or actual conflicts of interest, and new lead counsel is appointed, the new lead counsel may, with the approval of the trial court:
  - (1) Select the appointment of new co-counsel, in which case, the new co-counsel will be compensated pursuant to agreement with the Board or subject to the limitations set forth in paragraph 2A.
  - (2) Agree to the continuation of the current co-counsel.
- I. If a new lead counsel selects the appointment of new co-counsel pursuant to Subsection H(1), the current co-counsel shall be compensated for services as provided above before the approval of withdrawal is entered by the trial court.

### **3. Reimbursement of Expenses**

- A. Subject to the provisions of this paragraph and Paragraph 4 of this contract, the BOARD shall reimburse the DEFENDERS for the reasonable and necessary costs of defense, including reasonable and necessary defense expenses for:
  - (1) When the death penalty is sought:
    - (a) Mitigation Specialist and Mitigation Investigator fees: \$100 per hour plus reasonable expenses not to exceed \$80,000.
      - (i) Maximum of up to \$30,000 upon completion or waiver of the preliminary hearing.
      - (ii) Maximum of up to \$20,000 after completion or waiver of the preliminary hearing up to trial.

- (iii) Maximum of up to \$30,000 from the beginning of trial through completion of the penalty phase.
    - (b) Investigator fees: \$80 per hour plus reasonable expenses not to exceed \$60,000.
      - (i) Maximum of up to \$20,000 upon completion or waiver of the preliminary hearing.
      - (ii) Maximum of up to \$20,000 after completion or waiver of the preliminary hearing up to trial.
      - (iii) Maximum of up to \$20,000 from the beginning of trial through completion of the penalty phase.
  - (2) When the death penalty is not sought or is withdrawn prior to trial:
    - (a) Mitigation Specialist and Mitigation Investigator fees: \$100 per hour plus reasonable expenses not to exceed \$30,000.
    - (b) Investigator Fees: \$80 per hour plus reasonable expenses not to exceed \$10,000. Investigator fees may be paid to the mitigation investigator.
  - (3) Transcription fees;
  - (4) Witness costs;
  - (5) Expert witness fees;
  - (6) Fees for mental and physical examinations and costs associated therewith;
  - (7) Defense counsel travel costs, at state rates and in accordance with state rules and policies;
  - (8) Costs for major voluminous copying of documents by an outside provider; and
  - (9) Internal copies, or copies not made by an outside provider, will be reimbursed at 10 cents per copy.
- B. For the purposes of this contract, with the exception of the Subsections 3A.(1), 3A.(2), and 3A.(9), the above expenses shall be deemed to be extraordinary expenses and must have prior Court approval if the expense is

\$750 or more. The caps stated in Subsection (A) are presumptive and any amounts in excess must have prior court approval. The necessity and reasonableness of these and any other extraordinary expenses shall be determined and approved by the Court before the expenses are incurred and before a statement for reimbursement for those extraordinary expenses may be submitted to the Board.

- C. The Parties have agreed that the reimbursement amounts provided by paragraphs 3A and 3B are reasonable and adequate. The Parties further agree that the limitations in those paragraphs shall be binding and shall operate to limit the timing and amount of reimbursement of expenses.

DEFENDERS shall submit their statements for expense reimbursements, including those extraordinary expenses approved by the Court, to the BOARD together with supporting documentation and such statements shall be processed with reasonable diligence in accordance with the fiscal procedures of the State of Utah.

- D. Travel is not considered necessary and reasonable when the purpose of the travel can reasonably be accomplished in another way, such as by telephone, email, video communication such as Skype, or other correspondence.
- E. In the event the DEFENDERS, or either of them, receive payment from another source as reimbursement for defense costs in the representation of DEFENDANT in this case, the DEFENDERS shall reimburse the BOARD for any reimbursements paid under this contract to the extent of such payments.

#### **4. Statements or Requests for Payment or Reimbursement**

- A. DEFENDERS shall submit to the BOARD statements or requests for payment or reimbursement jointly which sufficiently describe the services performed for which compensation is claimed and such other information as may be reasonably required by the BOARD in order to properly review, evaluate, and process the request. Before making payment, the Board may request additional supporting documentation. The Board may withhold payment for any item in a statement or request when such item is not accompanied by supporting documentation, such as a paid invoice, or such item conflicts with the provisions of this contract pending resolution of the amount requested.
- B. Fee statements shall be submitted at the times described in the foregoing Paragraph 2.F.
- C. The BOARD shall process any payment requests submitted by DEFENDERS under this contract with reasonable diligence and in accordance with the fiscal procedures of the State.

5. **Non-Funding Clause as to Board**

Because the sole source of funding for the BOARD for the purposes of this contract is the Indigent Aggravated Defense Trust Fund in accordance with §78B-22-703, *Utah Code Ann.*, which is derived from revenues from participating counties and the State of Utah, the liability and responsibility of the BOARD to pay compensation and reimbursement of expenses to the DEFENDERS under this contract is limited to the amount of funds available to the BOARD in the Indigent Aggravated Murder Defense Trust Fund.

6. **Independent Co-Counsel**

DEFENDERS are, individually and jointly, obligated by this contract to provide the legal defense services set forth in this contract. In the event of the inability or

unwillingness of either DEFENDER to represent or continue to represent DEFENDANT, or the dismissal or withdrawal of either DEFENDER, the remaining DEFENDER shall nonetheless continue to represent DEFENDANT above as though the dismissal or withdrawal of co-counsel had not occurred.

**7. Withdrawal or Dismissal of Counsel**

- A. In the event of the inability of either DEFENDER to represent DEFENDANT in this case or in the event of court-approved dismissal or withdrawal of either DEFENDER as defense counsel, the DEFENDER who is dismissed or withdraws shall be entitled to compensation to the date of that dismissal or withdrawal.
- B. Neither such withdrawal or dismissal nor the appointment of a substitute legal counsel for the DEFENDER who has withdrawn or been dismissed will alter the obligations and entitlements, including compensation, of the remaining DEFENDER or the obligation of the BOARD to pay compensation to the remaining DEFENDER under the terms of this contract.
- C. An amendment to this contract shall be entered regarding the substitute legal counsel who shall be entitled to compensation only for services rendered from the time of appointment.
- D. Should one or both DEFENDERS withdraw from the case for reasons other than an ethical conflict, and the BOARD reasonably incurs costs because of that withdrawal, DEFENDER shall be responsible to reimburse the BOARD for these costs.

**8. Qualifications**

The DEFENDERS shall, as may be requested by the BOARD, provide sufficient documentation to verify that Mike Studebaker, and as necessary Jonathan Nish,

are and remain currently qualified under Rule 8(b), Utah Rules of Criminal Procedure, to be assigned and continue to serve as defense counsel for an indigent charged with an offense for which the punishment may be death and that the DEFENDERS remain attorneys in good standing with the Utah State Bar and licensed to practice law in the State of Utah. The DEFENDERS shall have an ongoing duty to report to the BOARD if either defense counsel is no longer qualified, for whatever reason, to continue to represent DEFENDANT in the case.

**9. Independent Contractors**

DEFENDERS are independent contractors providing professional legal services and are not employees of the State of Utah or the COUNTY or agents of the Indigent Defense Fund or Board, and are therefore not entitled to any of the benefits of employment by those entities such as, but not limited to, retirement, health, or Workers Compensation coverage.

**10. Insurance**

- A. The DEFENDERS shall maintain such insurance as will cover DEFENDERS from any and all claims for malpractice, property damages, injuries, or death made by any person that may arise from the performance of this contract. DEFENDERS shall provide the BOARD with appropriate current certificates of insurance as evidence of that coverage upon the execution of this contract.
- B. The minimum coverage shall be One Hundred Thousand Dollars (\$100,000.00) per claim and Three Hundred Thousand Dollars (\$300,000.00) per year.

**11. Entire Agreement**

This contract sets forth the complete agreement between the parties and may be

modified only by a subsequent written instrument approved and signed by both parties.

**12. Default**

In the event of a default in the performance of this contract, the defaulting party shall reimburse the other party for all reasonable attorney's fees and costs incurred in the enforcement of this contract.

**13. Notice**

All notices to be given under this contract shall be delivered to the parties as follows:

**A. Notice shall be given to the DEFENDERS at:**

Mike Studebaker                      Telephone: 435-628-4411  
333 2<sup>nd</sup> Street Ste 16  
Ogden UT 84404

Jonathan Nish                      Telephone: 801-323-5000  
257 East 200 South Ste 1100  
Salt Lake City UT 84111

**B. Notice shall be given to the BOARD at:**

Indigent Defense Funds Board  
c/o Van Christensen, Finance Director    Telephone: 801-808-0698



Division of Finance  
Taylorsville State Office Building  
4315 S. 2700 W, Floor 3  
Taylorsville, UT 84129-2128  
[vhchristensen@utah.gov](mailto:vhchristensen@utah.gov)

Mailing Address  
Division of Finance  
PO Box 141031  
Salt Lake City, UT 84114-1031

**14. Non-Assignment**

The DEFENDERS may not assign this contract or their performance under it, in whole or in part, without the prior written approval of the BOARD, which shall not be unreasonably withheld in the event that the BOARD terminates this contract because of non-funding.

**15. Termination**

- A. The DEFENDERS may terminate this contract by giving written notice to the BOARD 30 days in advance of the termination, except that in the event of either non-funding or a conflict of interest the termination may take effect immediately. It is understood that the termination of this contract is not the same as withdrawal of representation of DEFENDANT. In order to withdraw their representation of DEFENDANT, the DEFENDERS acknowledge that the approval of the court must first be obtained.
- B. The BOARD, upon reasonable notice, may terminate this contract in whole or in part in the event that the BOARD no longer has a statutory

obligation to provide legal services to DEFENDANT, e.g. if DEFENDANT is determined to no longer be indigent.

- C. The BOARD may terminate this contract at any time upon verification that the DEFENDERS are no longer attorneys duly licensed to practice law in the State of Utah or that Mike Studebaker is not or is no longer qualified under Rule 8, Utah Rules of Criminal Procedure, to be assigned as lead defense counsel for an indigent charged with an offense for which the punishment may be death.
- D. The Board may terminate this contract at any time in the event that DEFENDERS commit any ethical violation or for any other factor which may prevent DEFENDERS from fairly, efficiently and effectively providing representation to the DEFENDANT.

**16. Records and Reports**

- A. The DEFENDERS shall maintain such records and accounts as may be deemed reasonable and necessary by the BOARD to assure a proper accounting for all compensation and reimbursements paid to the DEFENDERS under this contract. The DEFENDERS shall, upon request, make those records available to the BOARD for audit purposes and shall maintain those records for a period of 3 years or such other longer period as may be required by law after the expiration of this contract.
- B. The DEFENDERS shall submit to the BOARD a report each month during the term of this contract informing the BOARD of the status of the criminal proceedings.

IN WITNESS WHEREOF this contract has been signed in triplicate by the parties, each of which shall be deemed an original, on this June 23, 2023.

DEFENDERS:

INDIGENT DEFENSE FUNDS BOARD

\_\_\_\_\_  
Mike Studebaker



\_\_\_\_\_  
Neal Hamilton, Chairman

\_\_\_\_\_  
Jonathan Nish

### Exhibit A

#### County Acknowledgment and Approval

Cache County acknowledges and approves the foregoing 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

Criminal Charge: 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: Mike Studebaker

Jonathan Nish

Date: June 23, 2023.



ATTEST:

  
Box Elder County Clerk

Box Elder COUNTY

By: 

Chairman, Box Elder County

Board of County Commissioners

2022

**INTERLOCAL COOPERATION AGREEMENT BETWEEN BOX ELDER COUNTY AND TOWN OF  
MANTUA, UTAH  
TO ACT AS ADDRESSING AUTHORITY**

THIS INTERLOCAL COOPERATION AGREEMENT ("**Agreement**") is made and entered into this 5<sup>th</sup> day of July, 2023, by and between BOX ELDER COUNTY, a County government and body corporate and politic of and within the State of Utah ("**County**"), and TOWN OF MANTUA, a municipal corporation and body corporate and politic of and within the State of Utah ("**Town**"). County and City are sometimes referred to collectively as the "**Parties**" (or individually as "**Party**").

**WHEREAS**, County acts as the addressing authority for all unincorporated areas of Box Elder County, as well as in several municipalities;

**WHEREAS**, Town does not have the appropriate staff to provide addressing services within Mantua's jurisdiction and is seeking assistance from the County; and

**WHEREAS**, the Parties are public agencies as defined by the Utah Interlocal Cooperation Act, Utah Code Ann. Section 11-13-101, et seq. (the "**Interlocal Act**"), and are authorized to enter into this agreement to act jointly and cooperatively to achieve the purposes of providing building permit and plan review services, as set forth herein;

**NOW, THEREFORE**, the Parties, in consideration of the promises and covenants contained in this agreement, the receipt of which is hereby acknowledged, covenant and agree as follows:

1. **Definition of "Addressing Authority."** "Addressing Authority" is defined as the organization responsible for determining and establishing the physical address of properties within a jurisdiction.
2. **County's Duty to Provide Services.** For the duration of the Agreement, the County shall operate as the "Addressing Authority" for all properties within Town's jurisdiction. The County shall also provide a qualified and Utah certified building inspector to perform the services noted in paragraph one (1).

Requests for addressing of properties within Town's jurisdiction may come from the Town or landowners. Addressing services will be provided according to County policies and processes to be provided to Town. Neither the County nor Town shall be held liable for errors in addressing whether past, present, or future.

3. **Compensation.** County agrees to provide these services as part of the standard duties of the County Recorder's Office and for no other compensation.

**4. Party Contact.** Each Party identifies the point of contact as follows:

**Box Elder County Recorder's Office**

Name: Janessa Knotts  
Position: GIS Supervisor  
Phone: 435-734-3359  
Email: JKnotts@boxeldercounty.org  
Address: 1 South Main St Ste 11, Brigham City, UT 84302

**Town of Mantua**

Name: Shayla HammerStone  
Position: Town Recorder  
Phone: 435-723-7054  
Email: townrecorder@mantuautah.org  
Address: 409 N. Main Street Mantua, UT

- 5. No New Entity Created.** By entering into this agreement neither party intends or agrees to the creation of a new local district or other joint entity.
- 6. Duration and Termination.** As permitted by Utah Code Ann. Section 11-13-216, this Agreement shall take effect upon approval by resolution, by both Parties, and shall continue in force for one (1) year, at which time a review will be conducted (by all participants) to implement any significant changes. Following this review, this Agreement shall continue for successive period of one (1) year period. Either Party may terminate its obligations under this Agreement after giving sixty (60) days advance written notice of termination to the other Party.
- 7. Liability and Indemnification.** Both Parties are governmental entities under the Governmental Immunity Act of Utah, Utah Code Ann. Section 63-30G-101, et seq. Consistent with the terms of this Act, it is mutually agreed that each Party is responsible and liable for its own wrongful or negligent acts which it commits or which are committed by its agents, officials or employees. Neither Party waives any defenses otherwise available under the Governmental Immunity Act.
- 8. Interlocal Cooperation Act Requirements.** In satisfaction of the requirements of the Interlocal Act, and in connection with this Agreement, the Parties agree as follows:

- a. This Agreement shall be authorized by resolution of the legislative bodies (Town Council and County Commission) of each Part pursuant to Section 11-13-202.5 of the Interlocal Act; and
  - b. 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 Section 11-13-202.5 of the Interlocal Act; and
  - c. A duly executed original counterpart of this Agreement shall be filed with the keeper of records (County Clerk or Town Recorder) of each Party, pursuant to Section 11-13-209 of the Interlocal Act; and
  - d. Except as otherwise specifically provided for herein, each Party shall be responsible for its own costs of any action initiated pursuant to this Agreement, and for any financing of such costs; and
  - e. No separate legal entity is created by the terms of this Agreement. To the extent that this Agreement requires administration other than as set forth herein, it shall be administered by the Board of County Commissioners of the County and the Mayor of the Town. No real or personal property shall be acquired jointly by the Parties as a result of this Agreement, unless specifically agreed to in writing. To the extent that a Party acquires, holds, or disposes of real or personal property for use in the joint or cooperative undertaking contemplated by this Agreement, such Party shall do so in the manner that it deals with other property of such Party; and
9. **Counterparts.** This Agreement may be executed in counterparts by County and Town. In such an event, a duly executed original counterpart shall be filed with the keeper of records (County Clerk or Town Recorder) of each Party pursuant to the Interlocal Act.
10. **Governing Law.** This Agreement shall be governed by the laws of the State of Utah both as to interpretation and performance.
11. **Entire Agreement; Binding Agreement; Authorized Signatures.** This Agreement contains the entire Agreement between the Parties, with respect to the subject matter hereof, and no statements promises, or inducements made by either Party or agents for either Party that are not contained in this written contract shall be binding or valid; and this Agreement may not be enlarged, modified, or altered except in writing, and signed by the Parties. This Agreement is binding upon the insurers to the benefit of the respective Parties hereto, their successors, heirs and assigns. County and Town have each executed this Agreement (by the Board or Mayor of each Party) after having received authority to do so by their governing bodies (Board of County Commissioners or Town Council).
12. **Amendments.** This Agreement may be amended, changed, modified or altered only by an instrument in writing which shall be (a) approved by Resolution of the

legislative body (Board of County Commissioners or Town Council) of each of the Parties, (b) executed by a duly authorized official(s) (Board of County Commissioners and the Mayor) of each of the Parties, (c) submitted to an attorney for each Party that is authorized to represent said Party for review as to proper form and compliance with applicable law, pursuant to Section 11-13-202.5 of the Interlocal Act, and (d) filed in the official records (with the County Clerk or Town Recorder) of each Party.

**13. No Employment.** Employees of the County Recorder's Office shall provide services as County and shall not be considered Town employees.

**14. Assignment.** This agreement may not be assigned to a third party by either party without written consent of the other party. Town may withhold approval of assignment, without consequence, if the Town reasonably believes that the anticipated assignee will be unable to meet the requirements of this agreement.

**15. Captions.** The section and paragraph headings contained in this agreement are for the purposes of reference only and shall not limit, expand or otherwise affect the construction of any provisions hereof.

**16. Severability.** If any term or provision of this agreement shall, to any extent, be determined by a court of competent jurisdiction to be void, voidable, or unenforceable, such void, voidable or unenforceable term or provision shall not affect the enforceability of any other term or provision of this agreement.

**IN WITNESS WHEREOF,** The Parties have subscribed their names and seals of the day and year first above written.

**BOX ELDER COUNTY**



Attest:

By: Marla Young  
Marla Young, County Clerk

By: Stan Summers  
Stan Summers, County Commission Chair

Date: July 5, 2023

Reviewed as to Proper Form and Compliance with Applicable Law, by the BOX ELDER COUNTY attorney:



By: Stephen R. Hadfield Date: 7/5/22  
Stephen R. Hadfield, County Attorney

**TOWN OF MANTUA**

By: \_\_\_\_\_  
Terry Nelson, Mayor

Attest:

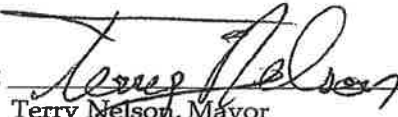
By: \_\_\_\_\_ Date: \_\_\_\_\_  
Shayla Hammerstone, Town Recorder

Reviewed as to Proper Form and Compliance with Applicable Law, by Town of Mantua attorney:

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Kelly Smith, Town Attorney


TOWN OF MANTUA

By:

  
Terry Nelson, Mayor

Attest:

By:


  
Shayla HammerStone, Town Recorder

Date:

6/29/2023

Reviewed as to Proper Form and Compliance with Applicable Law, by Town of Mantua attorney:

By:

  
Seth Tait, Town Attorney

Date:

6/29/23


MANTUA, UTAH

Resolution No. 2023-07-06

**A RESOLUTION TO APPROVE THE INTERLOCAL COOPERATION AGREEMENT  
BETWEEN BOX ELDER COUNTY AND TOWN OF MANTUA, UTAH TO ACT AS  
ADDRESSING AUTHORITY.**

**THEREFOR, BE IT RESOLVED** by the Town Council of the Town of Mantua that the Town of Mantua hereby accepts the interlocal agreement between Box Elder County and the Town of Mantua, Utah.

This Resolution is Passed and Adopted by the Town Council of Mantua, Utah this 6<sup>th</sup> day of June 2023.

  
Terry Nelson, Mayor

  
Shayla HammerStone, Town Recorder

Votes as recorded.

Council Member, Karen Nelson  
Council Member, Matt Jeppsen  
Council Member, Jared Jeppsen  
Council Member, Justin Brown  
Town Mayor Terry Nelson

AYE	NAY	ABSENT
<u>X</u>	___	___
<u>X</u>	___	___
<u>X</u>	___	___
<u>X</u>	___	___
<u>X</u>	___	___

## **RESOLUTION NO. 23-05**

### **RESOLUTION OF THE BOX ELDER COUNTY COMMISSION CHANGING AND APPROVING FEES TO BE CHARGED BY THE BOX ELDER COUNTY ATTORNEY'S OFFICE**

WHEREAS section 17-18a-401 of the Utah Code mandates the County Attorney to: (1) conduct, on behalf of the state, all prosecutions for a public offense committed within a county or prosecution district; (2) conduct, on behalf of the county, all prosecutions for a public offense in violation of a county criminal ordinance; and (3) perform all other duties and responsibilities as required by law; and

WHEREAS, consistent with Article I, Section 12 of the Utah Constitution and section 77-1-6(b) of the Utah State Code, a criminal defendant has a constitutional and statutory right to "to demand the nature and the cause of the accusation against him, [and] to have a copy thereof" and to "to receive a copy of the accusation filed against him"; and

WHEREAS rule 16 of the Utah Rules of Criminal Procedure and state and federal case law requires that the Box Elder County Attorney provide discovery material or information to enable a defendant to adequately prepare a defense; and

WHEREAS in the conduct of such prosecution duties, the Box Elder County Attorney's Office seeks to conduct such prosecutions in a manner that does not unduly burden the public; and

WHEREAS the Utah Court of Appeals determined in *State v. Kearns*, 2006 UT App 458, that a prosecuting agency may "charge reasonable fees for copies of requested discovery in the case of non-indigent defendants"; and

WHEREAS Box Elder County is authorized by sections 17-53-211 and 17-50-302 of the Utah State Code to collect fees for benefits conferred by Box Elder County; and

WHEREAS the Box Elder County Attorney's Office is required by section 17-53-105 of the Utah State Code to deposit any money collected on behalf of the county as rapidly as it is collected into the county treasury; and

WHEREAS the Box Elder County Commission has discussed and reviewed the need to establish fees for the various expenses incurred by the Box Elder County Attorney's Office so

that appropriate expenses can be passed on to those individuals who have necessitated the expenses rather than having such expenses passed on to the residents of Box Elder County; and

WHEREAS the Box Elder County Commission previously passed Resolution 21-03 and 09-04 which created and amended the set fee schedule for the Box Elder County Attorney's Office; and

WHEREAS since the time that Resolution 21-03 was adopted, the Box Elder County Attorney's Office has upgraded its data management system to a paperless process which necessitates a change in the cost and delivery of documents, files, media, and other correspondence; and

WHEREAS the Box Elder County Attorney's Office has developed an internal Policies and Procedures Manual (which is periodically reviewed and updated) that details its discovery obligations and policies, including a fee schedule which assesses reasonable fees; and

WHEREAS the Box Elder County Commission has determined that it is in the best interests of the residents of Box Elder County and will promote the safety, health, morals and general welfare of the residents of Box Elder County to grant the Box Elder County Attorney's Office the discretion to charge reasonable fees consistent with state and federal law;

**NOW THEREFORE, BE IT RESOLVED** that the Box Elder County Attorney is authorized to charge reasonable fees for providing and making available discovery materials in the prosecution of criminal cases as follows:

REPORTS, DOCUMENTS, AND WRITTEN STATEMENTS	
Electronic delivery	\$5.00
25 or less pages <i>printed</i>	\$10.00
More than 25 pages <i>printed</i>	\$25.00 plus
Per page >25 pages <i>printed</i>	5¢ per page (B&W) 10¢ per page (Color)
Citation (with notes)	Free
MEDIA	
CD or DVD	\$5.00/disc
USB flash drive	\$10.00/drive

**FULL DISCOVERY PACKET**

GOOGLE DRIVE LINK \$5.00

**BE IT FURTHER RESOLVED** that any discovery fees published in the Box Elder County Attorney's Office Policies and Procedures Manual be consistent with this resolution; and

**RESOLVED, ADOPTED, AND ORDERED this the 5<sup>th</sup> day of July 2023.**

**BOX ELDER COUNTY COMMISSION**

FOR AGAINST

Commissioner Perry X

Commissioner Bingham X

Commissioner Summers X



ATTEST:

  
Marla Young - Box Elder County Clerk

  
Stan Summers - Chairman