

**MINUTES  
BOX ELDER COUNTY COMMISSION  
JUNE 21, 2023**

The Board of County Commissioners of Box Elder County, Utah met in a Commission Meeting at the County Courthouse, 01 South Main Street in Brigham City, Utah at 11:15 a.m. on **June 21, 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 11:21 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 Community Development Director Scott Lyons.

**APPROVAL OF MINUTES**

**THE MINUTES OF THE REGULAR MEETING OF JUNE 07, 2023 WERE APPROVED AS WRITTEN ON A MOTION BY COMMISSIONER BINGHAM, SECONDED BY COMMISSIONER PERRY AND UNANIMOUSLY CARRIED.**

**ATTACHMENT NO. 1 - AGENDA**

**ADMINISTRATIVE REVIEW/REPORTS/FUTURE AGENDA ITEMS – COMMISSION**

Commissioner Perry reported on the Northern Utah Boys and Girls Club Annual Fundraiser. He stated Box Elder County was recognized for their support. He stated they heard from the club Youth of the Year who has overcome many challenging things in her life and is a daughter of a county employee. He said DL Evans Bank made a sizable donation for the new facility. He thanked all who helped to make it a successful event.

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

There were no Former Agenda items discussed.

**EMERGENCY MANAGEMENT ISSUES**

Chairman Summers stated that due to all the moisture this year there will be a lot of tall grass that will be turning dry soon. He encouraged everyone to be cautious and watch for fires.

**BOX ELDER COUNTY EMPLOYEE RECOGNITION**

Commissioner Perry stated they recognized the employee committee as the employees of the month. He reported they took them to lunch. He commended the committee for putting on a great county employee party as well.

Commissioner Bingham announced the June Employee of the Month is I.T. Department Head Keith Keller. He stated he received an email from both employees recommending him as a great boss who makes them feel appreciated and supported. He does an amazing job keeping the county running. He stated that Keith also conducted an employee study as part of his masters degree that benefited the county.

**ARPA/LATCF**

**Update and Review of LATCF Funding and ARPA Funding Balance-Shirlene Larsen**

Auditor Shirlene Larsen gave an update on the ARPA balance. She said there is \$530,088.00 remaining. She reminded the Commission that they have until the end of 2024 to obligate the funds. There have not been any recent applications.

Auditor Larsen gave an update on the LATCF funds. She said the only money spent was for the 1% to UAC for the National Center for Public Land Counties. She said the county has not received the second tranche.

Chairman Summers said they may need to use some for an animal shelter.

Auditor Larsen stated they will most likely need to make changes to the budget and hold the required public hearings.

### **PUBLIC INTERESTS / PRESENTATIONS / CONCERNS**

#### **Access To Mountains in Brigham City Area-Jack McGuire**

This item was canceled.

### **ATTORNEY'S OFFICE**

#### **Public Defenders Grant #23-48-Michael McGinnis**

Public Defender Michael McGinnis explained Grant #23-48 is a grant from the state to offset the managing defender costs.

**MOTION:** Commissioner Bingham made a motion to approve Grant #23-48. 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. 2 - Grant #23-48**

#### **Public Defender Grant Agreement #23-50 for 2023-2024-Michael McGinnis**

Public Defender Michael McGinnis explained Grant #23-50 is for a justice court defender and other office expenses.

**MOTION:** Commissioner Perry made a motion to approve Grant #23-50. 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 - Grant #23-50**

**Application Agreement #23-46 for Indigent Capital Defense Trust Fund to pay the Costs of Criminal Defense for Aggravated Homicide Criminal Prosecution (State vs. James Brenner)-Stephen Hadfield**

Attorney Stephen Hadfield stated Agreement #23-46 is for the indigent defense in an aggravated homicide case. He explained several counties contribute to the Capital Defense Trust Fund to provide costs for defense attorneys.

**MOTION:** Commissioner Bingham made a motion to approve agreement #23-46. 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 #23-46**

**AUDITOR'S OFFICE**

**Exempt Property Applications for Non Profits-Shirlene Larsen**

Auditor Shirlene Larsen presented the list of exempt properties. She explained they are properties owned by non-profits. She said there is one that changed names so they will need to start the exempt process over again.

**MOTION:** Commissioner Bingham made a motion to accept the recommended exempt properties. 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.

**Ratification of Tax Sale Results-Shirlene Larsen**

Auditor Shirlene Larsen presented the properties sold at the tax sale. She read this statement regarding the properties that were struck back to the county: "All property here offered for sale which has not been struck off to a private purchaser is hereby struck off and sold to the county of Box Elder, and I hereby declare the fee simple title of the property to be vested in the county".

She explained the tax sale was conducted through online bidding and if the property is sold for more than what is owed on taxes the excess is sent to unclaimed property.

**MOTION:** Commissioner Perry made a motion to ratify the properties sold at the tax sale and acknowledged that all property here offered for sale which has not been struck off to a private purchaser is hereby struck off and sold to the county of Box Elder, and I hereby declare the fee simple title of the property to be vested in the county. 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.

#### **CLERK'S OFFICE**

##### **Approve Appointments to the Willard Cemetery Board-Marla Young**

Clerk Marla Young explained the Willard Cemetery District needs the Commission to appoint two new board members. She thanked Shirleen Farley and Tollison Beames for their many years of service. She stated the district did all the required postings to appoint new board members and they have sent a recommendation to appoint Karla Parsons and Roger Lee.

**MOTION:** Commissioner Perry made a motion to appoint Karla Parsons and Roger Lee to the Willard Cemetery Board. 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**

##### **Ratify Signature of Letter of Support for Net Zero EV Charging and Green Alternative Fueling Centers with Green River-Chairman Summers**

Chairman Summers explained they sent a letter of support for EV charging stations throughout the county and needed the Commission to ratify the signature on that letter.

**MOTION:** Commissioner Perry made a motion to ratify the letter of support. 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 - Net Zero Letter of Support**

**Request an Additional Extension to CDBG Grant Amendment for East Grouse Creek Water Pipeline-Commissioners**

Chairman Summers explained there is a grant for the Grouse Creek Water System and there are a lot of requirements. The Commission needs to send a letter requesting an extension of time on the project.

**MOTION:** Commissioner Bingham made a motion to approve the request for an extension letter. 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. 6 - Extension Letter**

**Letter of Support for Utah State Parks to Participate in the Cleaning and Leveling out of two Existing Trails in Box Elder County-Commissioners**

Chairman Summers explained they would like to send a letter of support to the Utah State Parks to participate in the cleaning and leveling of two trails in the county.

**MOTION:** Commissioner Perry made a motion to send a letter of support to the Utah State Parks. 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. 7 - Letter to Utah State Parks**

**Letter of Support for Governor's Letter to Secretary Haaland on BLM Conservation-Commissioner Bingham**

Commissioner Bingham stated the state proposed a change in the way BLM lands are being used. He recommended the Commission send a letter requesting certain things not be changed from multiple use to conservation. He explained that not using the ground it can become stagnant, a fire hazard and a breeding ground for bugs that can damage other properties. He said governors from other states are sending letters as well.

**MOTION:** Commissioner Perry made a motion to send a letter of support for the Governor's letter regarding the changes proposed for BLM lands. 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. 8 - Letter of support to Governor**

**COMMUNITY DEVELOPMENT**

**Ordinance #582 Noticing Requirement Update-Scott Lyons**

Community Development Director Scott Lyons explained Ordinance #582 is a text amendment to the Land Use Management Code and addresses noticing requirements brought on by SB43 which required counties to update their noticing practices. He said the changes were presented to the Planning Commission on June 15, 2023 and a public hearing was held. The Planning Commission has forwarded a recommendation for approval. He stated they do need to make a small correction to paragraph 2.

**MOTION:** Commissioner Bingham made a motion to adopt Ordinance #582 pending the proposed correction. 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.

**LANDFILL**

**Procter and Gamble Waste Water Update-Gina Allen**

Landfill Director Gina Allen presented a slideshow depicting the innovative recycling project of waste water from Procter and Gamble. She explained the process which partners with Procter and Gamble's mission statement to have an environmentally zero waste facility.

**ATTACHMENT NO. 9- Waste Water Presentation**

**Contract #23-49 an Addendum to the Procter and Gamble Waste Water (Contract #22-29)-Gina Allen**

Landfill Director Gina Allen explained Contract #23-49 is an addendum to the original contract to clarify that if they reach certain numbers they will change the price of the waste water. It also includes holiday fees and Saturday fees.

**MOTION:** Commissioner Bingham made a motion to approve Contract #23-49 pending attorney review and approval. 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. 10 - Contract #23-49**

**HUMAN RESOURCES**

**Landfill Reorganization-Jenica Stander and Gina Allen**

HR Manager Jenica Stander and Landfill Director Gina Allen explained they need to reorganize landfill employees and asked for a new position of an operations supervisor. They said they will also need a safety officer and a training officer to stay in compliance with the state permit and for the Procter and Gamble project. They explained the operations supervisor will be posted publicly and the other positions will be proposed to internal candidates.

**MOTION:** Commissioner Perry made a motion to approve the landfill reorganization. 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.

**WARRANT REGISTER – COMMISSIONERS**

The Warrant Register was signed and the following claims were approved: Claim numbers 120934 through 121014 in the amount of \$1,771,692.91.

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

County Commission Meeting for June 21, 2023

Employee Name:	Department:	PA Type:	Effective Date:
CARR, MELINDA	TREASURER'S OFFICE	COMPENSATION CHANGE	06/14/2023
ZITO, JAMISON	SHERIFF'S OFFICE	PROMOTION	06/16/2023
NEWMAN, SPENCER	FIRE MARSHAL	STATUS CHANGE	06/17/2023
NEEDHAM, MORGAN	SHERIFF'S OFFICE	COMPENSATION CHANGE	06/28/2023
MEIER, SARA	FIRE MARSHAL	STATUS CHANGE	06/12/2023
SHAH, KHALIL	SHERIFF'S OFFICE	TRANSFER	04/16/2023
BOYCE, AARON	SHERIFF'S OFFICE	TRANSFER	07/02/2023
<b>VOLUNTEER FIREFIGHTERS</b>			
PUGSLEY, JED	SNOWVILLE FD	VOLUNTEER	06/21/2023
MOWER, CHRISTOPHER	SNOWVILLE FD	VOLUNTEER	06/21/2023
HEYDER, WILLIAM	SNOWVILLE FD	VOLUNTEER	06/21/2023
O'HARE, SCOTT	SNOWVILLE FD	VOLUNTEER	06/21/2023
SMITH, GARRETT	SNOWVILLE FD	VOLUNTEER	06/21/2023
BOOTH, HAYDEN	SNOWVILLE FD	VOLUNTEER	06/21/2023
BOOTH, STETSON	SNOWVILLE FD	VOLUNTEER	06/21/2023
LEFEVRE, TANNER	WILLARD FD	VOLUNTEER	06/21/2023
MUND, VAN	WILLARD FD	VOLUNTEER	06/21/2023
RACKHAM, JON	WILLARD FD	VOLUNTEER	06/21/2023
WELLS, LINDSEY	WILLARD FD	VOLUNTEER	06/21/2023
NELSON, SHERRY	WILLARD FD	VOLUNTEER	06/21/2023
YOUNGER, DOUGLAS	WILLARD FD	VOLUNTEER	06/21/2023
JOHNSON, CHASE	WILLARD FD	VOLUNTEER	06/21/2023
JESSOP, RACHAEL	WILLARD FD	VOLUNTEER	06/21/2023
HARTLEY, KIRK	WILLARD FD	VOLUNTEER	06/21/2023
BRAEGGER, KENNETH	WILLARD FD	VOLUNTEER	06/21/2023
FIELDING, THERON	WILLARD FD	VOLUNTEER	06/21/2023
RANDALL, AMY	WILLARD FD	VOLUNTEER	06/21/2023
MACKLEY, JOSHUA	WILLARD FD	VOLUNTEER	06/21/2023
MUND, RODNEY	WILLARD FD	VOLUNTEER	06/21/2023
ANDERSON, LONDON	WILLARD FD	VOLUNTEER	06/21/2023
MCKAY, RANDI	WILLARD FD	VOLUNTEER	06/21/2023
WARREN, JOSHUA	THATCHER-PENROSE FD	VOLUNTEER	06/21/2023
<b>SHERIFF'S OFFICE</b>	<b>MOUNTED POSSE</b>	<b>VOLUNTEERS</b>	
ANDERSON, KENT	MOUNTED POSSE	VOLUNTEER	06/21/2023
SMITH, RULON (DULEY)	MOUNTED POSSE	VOLUNTEER	06/21/2023
SANCHEZ, MARCUS	MOUNTED POSSE	VOLUNTEER	06/21/2023
ANDERSON, DEAN	MOUNTED POSSE	VOLUNTEER	06/21/2023
NANCE, MICHA LOU	MOUNTED POSSE	VOLUNTEER	06/21/2023
ANDERSON, KYLIE	MOUNTED POSSE	VOLUNTEER	06/21/2023
ANDERSON, PAUL	MOUNTED POSSE	VOLUNTEER	06/21/2023
BARFUSS, SANDRA	MOUNTED POSSE	VOLUNTEER	06/21/2023
CURLEY, ALEXIS	MOUNTED POSSE	VOLUNTEER	06/21/2023
DETWILER, DAVE	MOUNTED POSSE	VOLUNTEER	06/21/2023
FEWKES, JARED	MOUNTED POSSE	VOLUNTEER	06/21/2023
FEWKES, JORDAN	MOUNTED POSSE	VOLUNTEER	06/21/2023
HILL, LEONARD	MOUNTED POSSE	VOLUNTEER	06/21/2023

HOPKINS, COLTON	MOUNTED POSSE	VOLUNTEER	06/21/2023
HOPKINS, WENDY	MOUNTED POSSE	VOLUNTEER	06/21/2023
JACKSON, GRAYSON	MOUNTED POSSE	VOLUNTEER	06/21/2023
JACKSON, TAYLOR	MOUNTED POSSE	VOLUNTEER	06/21/2023
JENSEN, ANGIE	MOUNTED POSSE	VOLUNTEER	06/21/2023
JENSEN, COOPER	MOUNTED POSSE	VOLUNTEER	06/21/2023
JENSEN, LANE	MOUNTED POSSE	VOLUNTEER	06/21/2023
MCMURDIE, BRADEN	MOUNTED POSSE	VOLUNTEER	06/21/2023
MUNNS, JAY	MOUNTED POSSE	VOLUNTEER	06/21/2023
RICHARDS, AMY	MOUNTED POSSE	VOLUNTEER	06/21/2023
ROCHE, DUSTIN (HOOTIE)	MOUNTED POSSE	VOLUNTEER	06/21/2023
SANCHEZ, TIFFANY	MOUNTED POSSE	VOLUNTEER	06/21/2023
SORENSEN, KRISTINA	MOUNTED POSSE	VOLUNTEER	06/21/2023
THORNE, RICHARD	MOUNTED POSSE	VOLUNTEER	06/21/2023
HARPER, JESSICA	MOUNTED POSSE	VOLUNTEER	06/21/2023

### **CLOSED SESSION**

**Strategy session to discuss pending or reasonably imminent litigation and the discussion of the purchase, exchange, or lease of real property, including any form of a water right or water shares, if public discussion of the transaction would disclose the appraisal or estimated value of the property under consideration or prevent the public body from completing the transaction on the best possible terms.**

**MOTION:** At 12:19 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 12:45 p.m. a motion was made by Commissioner Perry to reconvene into regular commission meeting. Commissioner Bingham seconded the motion. The motion carried unanimously and regular commission meeting was reconvened.

**ADJOURNMENT**

A motion was made by Commissioner Perry to adjourn. Commissioner Bingham seconded the motion, and the meeting adjourned at 12:46 p.m.

**ADOPTED AND APPROVED** in regular session this 5th day of July, 2023.

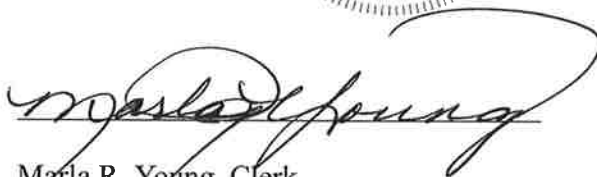
  
Stan Summers, Chairman

  
Boyd Bingham, Commissioner

  
Lee Perry, Commissioner

ATTEST:



  
Marla 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, reading "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.



**State of Utah  
Indigent Defense  
Commission  
SIMPLIFIED GRANT  
APPLICATION:**

**State Fiscal Year 2023**

**1) Grantee Name & Address:**

County/City  
BOX ELDER COUNTY

<b>2) Grant Number:</b>	N/A	<b>3) Modification Number:</b>	N/A
<b>4) Grant Project Director:</b>	Michael McGinnis	<b>5) Phone:</b>	(435) - 752-3596
<b>6) Email:</b>	cachevalleydefender@gmail.com	<b>7) Length of Grant:</b>	Up to 6 months
<b>8) Grant Start Date:</b>	1-1-2023	<b>9) Grant End Date:</b>	06-30-2023

**10) Budget for Request (Unless otherwise approved by the IDC, System expenses must be paid prior to reimbursement and must be reported for the month or quarter in which the expense is incurred.)**

Total of Request(s): \$54,000

**11) Summary of Request(s)**

Priority Category (1, 2, 3 or 4)	Short Description	Amount
		\$0.00
		\$0.00
		\$0.00
		\$0.00
		\$0.00
2	Box Elder Public Defenders are requesting a bonus because they have not received a rate increase in over two years	\$36,000
3	Box Elder is requesting funds for investigators and expert witnesses	\$10,000
4	Box Elder County Public Defenders are requesting additional funds for office equipment, supplies, and transcripts.	\$8000.00

**12) Detailed Description of One-Time, Short-Term Grant Request(s) (use additional sheets if needed):**

2. The public defenders have not received any rate increase in years and we are requesting an additional \$1500 per month per defender for the six months 4 defenders x \$1,500= \$6,000 x 6=\$36,000

3. Currently, Box Elder County does not allocate funds for a investigator for the defenders. We are requesting \$10,000 to allocate for an investigator and expert witnesses.

4. Final request is funding for office equipment (computers, printers, scanners, tablets ), Office supplies, and transcript fees. \$8,000

**13) One-Time, Short-Term Grant Request(s) Approved:**

\$5,000.00 one-time bonus for four attorneys: Michael Studebaker, Malone Molgard, Brady Stuart, and Kimball Christensen, for a total of \$20,000.

**14) Name of Authorized System Representative:**


Michael C. McGinnis

**15) Title of Authorized System Representative:**

Managing Defender

**16) Signature of Authorized System Representative:**



17) Date Signed:	01-27-2023
18) Matthew Barraza, IDC Exec. Director Signature:	
19) Date Approved:	04/03/2023

20) Name of County Commission Chair: Stan Summers

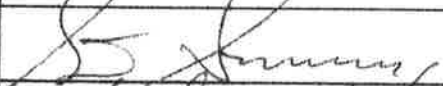


21) Signature of County Commission Chair: 

22) Date signed: 6/21/2023

Notes:

\$8,000.00 request for office equipment was declined because it is not for a centralized defender office.

\$10,000.00 in defense resources was declined because funding is available through the IDC Defense Resources Pool for investigators, experts, and transcript fees as needed.

<b>State of Utah</b> <b>Indigent Defense Commission</b> <b>GRANT AWARD AGREEMENT</b>		<b>1) Grantee Name &amp; Address:</b>	
		Box Elder County 1 South Main Street Brigham City, UT 84302	
<b>2) Project Director:</b>	Michael C. McGinnis	<b>3) Phone:</b>	435-535-6661
<b>4) Email:</b>	michael.mcginis@cachecounty.org		
<b>5) IDC Grant Number:</b>	24D16	<b>6) Length of Grant:</b>	12 Months
<b>7) Grant Start Date:</b>	7/1/2023	<b>8) Grant End Date:</b>	6/30/2024
<b>9) Budget Summary</b>		<b>IDC Grant Award</b>	<b>System Spending</b>
Personnel Expenses:		\$ 0.00	\$ 0.00
Personnel Fringe Benefits:		\$ 0.00	\$ 0.00
Contracted Services:		\$185,400.00	\$ 296,535.48
Equipment, Supplies, and Operating Expenses:		\$ 0.00	\$ 59,519.66
Travel/Mileage:		\$ 0.00	\$ 0.00
<b>Subtotals:</b>		<b>\$ 185,400.00</b>	<b>\$ 356,055.14</b>
<b>Total Budget (Grant + System Spending):</b>		<b>\$ 541,455.14</b>	
<b>10) Certification</b>	Under the terms and conditions of this Agreement, which incorporates by reference attachments A through F, the Grantees agree to complete all objectives and requirements of the project as described herein. The State of Utah, through its Indigent Defense Commission, agrees to fund the project up to the Total Grant Award contingent upon the grantee meeting all requirements outlined in the agreement.		
<b>11) Name of Authorized System Representative*</b>	Stan Summers		
<b>12) Title of Authorized System Representative*</b>	Commission Chairman		
<b>13) Signature of Authorized System Representative*</b>			
<b>14) Signature of System Project Director*</b>			
<b>15) Signature of OIDS Executive Director*</b>			

\* See Attachment A for definitions.

## ATTACHMENT A: AGREEMENT DEFINITIONS AND TERMS

As used in this Agreement, the following terms shall have the meanings set forth below:

**Authorized System Representative** means the official of the system authorized to sign grant applications and agreements. These may include city mayor, city manager, county mayor, county manager, county council chair, or county commissioner of the fiduciary agency.

**Commission or IDC** means the Utah Indigent Defense Commission

**Grantee** means System receiving IDC grant funds.

**OIDS Executive Director** means the executive director of the Office of Indigent Defense Services.

**Indigent Defense Resources** means the resources necessary to provide an effective defense for an indigent individual, including but not limited to the costs for an investigator, expert witness, scientific or medical testing, transcripts, and printing briefs.

**Indigent Defense Service Provider** means an attorney or entity appointed to represent an indigent individual pursuant to:

- (a) a contract with an indigent defense system to provide indigent defense services; or
- (b) an order issued by the court under Utah Code Subsection 78B-22-203(2)(a).

**Indigent Defense Services** means:

- (a) the representation of an indigent individual by an indigent defense service provider; and
- (b) the provision of indigent defense resources for an indigent individual.

**Indigent Defense System or System** means:

- (a) a city or town that is responsible for providing indigent defense services;
- (b) a county that is responsible for providing indigent defense services in the district court, juvenile court, and the county's justice courts; or
- (c) an interlocal entity, created pursuant to Utah Code 11-13, the Interlocal Cooperation Act, that is responsible for providing indigent defense services according to the terms of an agreement between a county, city, or town.

**Office or OIDS** means the Office of Indigent Defense Services.

**Project Director** means the individual, from the applicant indigent defense system, responsible for the day-to-day management and oversight of the grant program, and the person whom the OIDS will contact for information on compliance with the terms of the grant agreement and Utah Law, quarterly reports, invoices, and payment information.

**State Entity** means the IDC, OIDS, or another State of Utah government agency or state organization.

**Sub-grantee** means any entity or individual who is paid with IDC grant funds by the System, such as contractors for services.

**System Spending** means the portion of the system's indigent defense budget that is paid for by the system and is not reimbursable by the grant award.

## ATTACHMENT B: ASSURANCES, CONDITIONS, CERTIFICATIONS, AND REQUIREMENTS

### Utah Indigent Defense Commission

#### I. CERTIFIED ASSURANCES AND GRANT CONDITIONS

##### CERTIFIED ASSURANCES

1. The System assures that fund accounting, auditing, monitoring, and such evaluation procedures as may be necessary to keep such records as the Commission shall prescribe, shall be provided to assure fiscal control, proper management, independence of the public defender function, and efficient disbursement of funds.
2. The System assures that it has and will continue to maintain its baseline budget for indigent defense spending, as set forth in its application for Commission grant funding, and reflected in the grant payment structure and grant award agreement. In addition, the System assures that Commission funds shall be used to supplement and not supplant (replace) local spending on indigent defense services. If a system reduces its funding or otherwise is found to be in violation of this assurance, the System may be required to repay those funds that were used to supplant local spending, or may be denied all Commission grant funding.
3. The System assures that it shall maintain such data and information and submit quarterly reports, including progress reports, financial status reports, and other data requested by the Commission or Office, such as reports from Defender Data or other case management software approved by the IDC. These reports provide information and data related to narrative and numerical performance measures developed by the Commission, not limited to the number and types of all cases filed, number and types of cases where a court appoints an attorney to represent an indigent party, disposition of each court-appointed case, caseloads carried by indigent defense service providers in the System, etc.
4. The System assures that all reporting will be completed by the due dates outlined in the Required Quarterly Reporting schedule attached. Financial status reports must be uploaded into the State GMS database no later than twenty (20) days after the end of each quarter. Due to the end of the state fiscal year, the financial report that covers the quarter of April through June is due July 13. If a due date falls on a weekend the deadline will be the following Monday. The System will have up to ninety (90) days past the closing date of the grant award to submit a final supplemental financial status report for costs incurred during the grant period. However, the System should make every possible effort to include all final costs in the regularly scheduled financial status report due July 13. Links to complete the required Progress Narratives, System Needs Evaluations, and Provider Caseload Surveys will be sent by the IDC Grant Program Manager following the end of each quarter. Failure to submit complete reporting by established deadlines may result in the freezing of grant funds, and affect future funding eligibility and/or risk designation. The Office may also require the System to complete corrective action.
5. The System assures it will comply with State of Utah rules, policies, and rates, regarding personnel, purchasing supplies and equipment, contractual agreements, etc., unless its home

agency rates are more restrictive. If the System is working through a fiduciary agent, the policies of the fiduciary agent become the applicable policies with regard to expending grant funds. If the System does not currently have written policies or a fiduciary agent, the general policies adopted by the State of Utah - Department of Finance, Department of Human Resources, Division of Purchasing and General Services, etc. - must be complied with in expending grant funds.

6. The System assures it will require all indigent defense service providers to cooperate and participate with the IDC and Office in reporting, and any investigations, audits, and/or reviews of indigent defense services.
7. The System assures that it will have on file a valid written contract for all current indigent defense service providers not directly employed by the System.
8. The System assures it will allow the Commission and Office to maintain oversight to collect data, audit attorney performance, establish performance, caseload, and other standards, and to ensure the IDC Core Principles are being met.
9. The System assures, through appropriate language incorporated in each grant, sub-grant or other document under which funds are to be disbursed, the authorized official shall assure that the applicable certified assurances and grant conditions will be complied with by their own agency and any other agency or the System with whom they make subsequent contracts or agreements.

#### GRANT CONDITIONS

1. GRANT-FUNDED POSITIONS: The System agrees to provide a job description and/or request for proposals (RFP) to the IDC for review for any grant-funded position prior to posting.
2. COMPENSATION AND METHOD OF PAYMENT: The Office will reimburse or, in rare cases with advance approval, will disburse the grant share of approved program expenditures as outlined in the grantee's grant award agreement. Reimbursement will be made on a quarterly basis, once quarterly required invoices and reports are submitted and the amount of expenditures are approved, unless other payment arrangements have been agreed to in advance and in writing by the Office.
3. AUDIT REPORTS: The System agrees to make available to the Office and Commission a copy of any annual audits on the System or any sub-grantees.
4. UTILIZATION AND PAYMENT OF FUNDS:
  - a. Funds awarded are to be expended only for purposes and activities covered by the approved project activities and budget.
  - b. Project funds will be made available in accordance with provisions as prescribed by the Commission.
  - c. Grantee agrees to return to the Commission all unexpended funds provided hereunder to the Commission within 60 days of termination of the grant. Payments will be adjusted to correct previous overpayment or underpayment and disallowances resulting from monitoring, inspection, or audit.

- d. Approved project activities and budget categories may include:
- i. Personnel / FTE Expenses: All remuneration for services of system employees during the period of the award, including wages and salaries. Any personnel / FTEs are considered employed by and employees of the System.
  - ii. Fringe Benefits for Personnel / FTE: Allowances and services provided by employer(s) to their employee(s) as compensation in addition to regular salaries and wages. Commission reimbursement is limited to medical and dental insurance for system personnel / FTEs.
  - iii. Contract Services: Costs of professional and consultant services rendered by persons who are members of a particular profession or possess a special skill (i.e. contracted defense attorneys). Not considered officers or employees of the System.
  - iv. Reserve Funds: Money set aside to meet future or unexpected costs associated with defense resources.
  - v. Travel: The expenses for transportation incurred by personnel/FTEs and/or contractors who travel on official business. Such costs are charged on an actual mileage basis. See the Mileage Reimbursement condition for details.
  - vi. Other: Subject to the limitation and approval of the Commission, other expenses related to indigent defense may be allowable.
5. OBLIGATION OF GRANT FUNDS: Grant funds may not be obligated prior to the effective date or subsequent to the termination date of the grant period. Obligations outstanding as of the termination date shall be liquidated within ninety (90) days. Such obligations must be related to goods or services provided and utilized within the grant period.
6. EXPENSES NOT ALLOWABLE: Project funds may not be expended for: (a) items not part of the approved budget or separately approved by the Commission; (b) the purchase of land; or (c) construction projects. Expenditure of funds in excess of the amount budgeted per budget category will be permitted only with the OIDS Executive Director's prior written approval.
7. TERMINATION OF AID: If through any cause the System shall fail to substantially fulfill in a timely and proper manner all of its obligations, terms, covenants, conditions, attachments, addenda, or other stipulations of the grant agreement, as determined by the Commission, the Commission shall have the right to terminate the grant agreement or to suspend fund payments. The Commission shall give written notice to the System of such action, specifying the effective date thereof, at least thirty (30) days before the effective date of such action.
8. MONITORING, INSPECTION, AND AUDIT: The Commission, the State of Utah, or any of their duly authorized representatives shall have access for purpose of grant monitoring, audit, and examinations to any relevant books, documents, papers, and records of the System and any sub-grantees, and to relevant books and records of either.
9. PERSONAL PROPERTY: The System shall retain any nonexpendable personal property acquired with grant funds in the grant program as long as there is a need for the property to accomplish the

purpose of the grant program, whether or not, the program continues to be supported by Commission grant funds. When there is no longer a need for the property to accomplish the purpose of the program, the grantee shall request property disposition instructions from the Office or Commission.

10. MAINTENANCE OF RECORDS: For purposes of state and federal examinations and audits, all financial and statistical records, supporting documents, and all other records pertinent to grant awards or contracts shall be retained for at least six (6) years after final payment, or until all audits initiated within the six (6) years have been completed, whichever is later.
11. WRITTEN APPROVAL OF CHANGES: The System must obtain prior written approval from the Commission or the OIDS Executive Director for program changes. These include (a) any change of substance in program activities, designs, or objectives; (b) changes in the System project director or key professional personnel identified in the approved application; (c) changes in the approved project budget; and (d) budget adjustments in any budget category.
12. THIRD PARTY PARTICIPATION: No contract or agreement may be entered into by the System for execution of project activities or provision of services that is not incorporated in the approved proposal, or approved in advance by the Commission. Any such arrangement shall provide that the System will retain ultimate control and responsibility for the grant project and that the System shall be bound by these grant conditions and any other requirements applicable to the System in the conduct of the project. The Commission shall be provided with a copy of all such contracts and agreements entered into by the System.
13. WRITTEN DESCRIPTIONS OF PROGRAMS: The System agrees that when issuing statements, press releases, requests for proposals, bid solicitation, and other documents describing projects or programs funded in whole or in part with State money, the System receiving State funds shall clearly state (a) the percentage of the total cost of the program or project that will be financed with State money, and (b) the dollar amount of State funds for the project or program.
14. PROJECT DIRECTOR: There shall at all times during the life of the grant agreement be an individual appointed by the System as "Project Director." This individual will be responsible for program planning, operation, reporting, and administration under the grant agreement.
15. RELEASE OF INFORMATION: All records, papers, and other documents kept by recipients of Commission funds, their grantees and sub-grantees, relating to the receipt and disposition of such funds, are required to be made available to the Office and the Commission, and are subject to any applicable state or federal laws governing the disclosure of such records.

The System agrees that this agreement, related purchase orders, related pricing documents, and invoices will be public documents, and may be available for public and private distribution in accordance with the State of Utah's Government Records Access and Management Act (GRAMA). The System gives the State Entity and the State of Utah express permission to make copies of this agreement, related sales orders, related pricing documents, and invoices in accordance with GRAMA. Except for sections identified in writing by the System and expressly approved by the State of Utah Division of Purchasing and General Services, all of which must be in accordance with GRAMA, System also agrees that the System's application for the grant award will be a

public document, and copies may be given to the public as permitted under GRAMA. The State Entity and the State of Utah are not obligated to inform the System of any GRAMA requests for disclosure of this agreement, related purchase orders, related pricing documents, or invoices.

16. COPYRIGHTS AND RIGHTS IN DATA: Where activities supported by this grant produce original computer programs, writings, sound recordings, pictorial reproductions, drawing or other graphical representation and works of any similar nature (the term computer programs includes executable computer programs and supporting data in any form), the Commission has the right to use, duplicate and disclose, in whole, in part, or in any manner for any purpose whatsoever and have others do so. If the material is copyrightable, the System may copyright such, but the Commission reserves a royalty-free non-exclusive and irreversible license to reproduce, publish and use such materials in whole or in part and to authorize others to do so.
17. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, AND INELIGIBILITY: The System certifies that it is not presently nor has ever been debarred, suspended, or proposed for debarment by any governmental department or agency, whether international, national, state, or local. The System must notify the Commission within thirty (30) days if debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in any contract by any governmental entity during this agreement. Where the System is unable to certify to any of the statements in this certification, such prospective participant shall submit an explanation to the Commission.
18. CERTIFICATION REGARDING DRUG-FREE WORKPLACE REQUIREMENTS: This certification is required by the State rules and regulations implementing the Drug-Free Workplace Act of 1988, 28 CFR Part 67, Subpart F, and in the Rules Governing a Drug-Free Workplace set forth in Utah Administrative Rule 477-14-1 through 477-14-4. The regulations, published in the January 31, 1989 *Federal Register*, and incorporated by reference in the Utah Administrative Rules, require certification by the System, prior to award, that they will maintain a drug-free workplace.
19. LAWS AND REGULATIONS: At all times during this agreement, the System and all Indigent Defense Service Providers will comply with all applicable federal and state constitutions, laws, rules, codes, orders, and regulations, including applicable licensure and certification requirements.
20. INDEMNITY: Both parties to this agreement are governmental entities as defined in the Utah Governmental Immunity Act (Utah Code Ann. 63G-7-101 et. seq.). Nothing in this agreement shall be construed as a waiver by either or both parties of any rights, limits, protections or defenses provided by the Act. Nor shall this agreement be construed, with respect to third parties, as a waiver of any governmental immunity to which a party to this Agreement is otherwise entitled. Subject to and consistent with the Act, each party will be responsible for its own actions or negligence and will defend against any claims or lawsuit brought against it. There are no indemnity obligations between these parties.
21. REMEDIES: Any of the following events will constitute cause for the State Entity to declare the System in default of this Agreement: (i) System's non-performance of its contractual requirements and obligations under this Agreement; or (ii) System's material breach of any term or condition of this Agreement. The State Entity may issue a written notice of default providing a

ten (10) day period in which the System will have an opportunity to cure. Time allowed for cure will not diminish or eliminate the System's liability for damages. If the default remains, after the System has been provided the opportunity to cure, the State Entity may do one or more of the following: (i) exercise any remedy provided by law or equity; (ii) terminate this Agreement; (iii) impose liquidated damages, if liquidated damages are listed in this Agreement; (iv) debar/suspend the System from receiving future agreements from the State Entity or the State of Utah; or (v) demand a full refund of any payment that the State Entity has made to the System under this Agreement for services that do not conform to this Agreement.

22. FORCE MAJEURE: Neither party to this Agreement will be held responsible for delay or default caused by fire, riot, acts of God, disease, state of emergency, executive order, and/or war, which is beyond that party's reasonable control. The State Entity may terminate this Agreement after determining such delay will prevent successful performance of this Agreement.

23. EMPLOYMENT PRACTICES: The System agrees to abide by the following employment laws: (i) Title VI and VII of the Civil Rights Act of 1964 (42 U.S.C. 2000e) which prohibits discrimination against any employee or applicant for employment or any applicant or recipient of services, on the basis of race, religion, color, or national origin; (ii) Executive Order No. 11246, as amended, which prohibits discrimination on the basis of sex; (iii) 45 CFR 90 which prohibits discrimination on the basis of age; (iv) Section 504 of the Rehabilitation Act of 1973, or the Americans with Disabilities Act of 1990 which prohibits discrimination on the basis of disabilities; and (v) Utah's Executive Order, dated December 13, 2006, which prohibits unlawful harassment in the workplace. The System further agrees to abide by any other laws, regulations, or orders that prohibit the discrimination of any kind by any of the System's employees.

24. NON-APPROPRIATION OF FUNDS, REDUCTION OF FUNDS, OR CHANGES IN LAW: Upon thirty (30) days written notice delivered to the System, this agreement may be terminated in whole or in part at the sole discretion of the State Entity, if the State Entity reasonably determines that: (i) a change in Federal or State legislation or applicable laws materially affects the ability of either party to perform under the terms of this Agreement; or (ii) that a change in available funds affects the State Entity's ability to pay under this Agreement. A change of available funds as used in this paragraph, includes, but is not limited to, a change in Federal or State funding, whether as a result of a legislative act or by order of the president or the governor.

If a written notice is delivered under this section, the State Entity will reimburse the System for the Services properly ordered until the effective date of said notice. The State Entity will not be liable for any performance, commitments, penalties, or liquidated damages that accrue after the effective date of said written notice.

25. TERMINATION: Unless otherwise stated in this Agreement, this Agreement may be terminated, with cause by either party, in advance of the specified expiration date, upon written notice given by the other party. The party in violation will be given ten (10) days after written notification to correct and cease the violations, after which this Agreement may be terminated for cause immediately and is subject to the remedies listed below. This agreement may also be terminated without cause (for convenience), in advance of the specified expiration date, by either party, upon thirty (30) days written termination notice being given to the other party. The State Entity and the

System may terminate this Agreement, in whole or in part, at any time, by mutual agreement in writing. On termination of this Agreement, all accounts and payments will be processed according to the financial arrangements set forth herein for approved services ordered prior to the date of termination.

The System shall be compensated for services properly performed under this Agreement up to the effective date of the notice of termination. The System agrees that in the event of such termination for cause or without cause, the System's sole remedy and monetary recovery from the State Entity or the State of Utah is limited to full payment for all services properly performed as authorized under this Agreement up to the date of termination as well as any reasonable monies owed as a result of the System having to terminate other contracts necessarily and appropriately entered into by the System pursuant to this Agreement.

26. CHARGING INDIGENT CLIENTS FOR SERVICES: An indigent defense services provider working on an IDC grant, shall not accept any additional payment or other benefits outside of the contract amount for any representation of court-appointed clients.
27. CONTINUING LEGAL EDUCATION: Indigent defense systems receiving IDC grant funding must provide records of the annual CLE attendance of each indigent defense service provider on contract upon request of the OIDS. In addition, each indigent defense service provider should attend a minimum of six (6) hours of CLE provided by the IDC per year.
28. FUNDING COUNTY POSITIONS: IDC funding cannot be used to supplement city/county employees unless they are employed as attorneys or support staff in the area of public defense.
29. PRIORITY LEVEL FUNDING: Funding was awarded based on the intent expressed in your grant applications to achieve the following IDC Priority Tier Levels:
  - ❖ Tier 1: Renewal of grant funding for existing indigent defense positions.
  - ❖ Tier 2: New managing defender or grant-focused administrative assistant positions that oversee at least three indigent defense service providers.
  - ❖ Tier 3: Attorney capacity increases recommended by the IDC through a collaborative process. Recommendations will be based on the January 2023 System Needs Evaluation results.
  - ❖ Tier 4: Other capacity increases recommended by the IDC through a collaborative process. Recommendations will be based on the January 2023 System Needs Evaluation results.
  - ❖ Tier 5: All other requests.
30. REGIONAL GRANT PROJECTS: Systems participating in grant projects to regionalize indigent defense services across multiple counties and/or cities, must enter into a Memorandum of Agreement or similar written agreement that is consistent with the IDC Core Principles, the intent and purpose of the grant award and its terms and conditions, and Utah law, to ensure effective indigent defense services are provided for all systems involved directly and indirectly in grant awards. A copy of the signed agreement must be submitted to the OIDS along with the first quarterly grant report due in October.
31. MANAGING DEFENDER DUTIES: Systems that receive funding for a managing defender position shall ensure that they perform the following duties during the grant period:

- a. Conduct annual reviews of supervised attorneys, including verification of good standing with the bar and compliance with CLE requirements.
- b. Provide requested data to the OIDS in a timely manner, including the System Needs Evaluation, attorney caseload surveys, and financial reporting.
- c. Supervise and collaborate with administrative assistant(s) to ensure that they are completing their duties, including applying case-weighting to achieve balance among attorney workloads.
- d. Educate attorneys on principles of Client-Centered Representation, as defined in the Managing Defender Manual, and encourage them to incorporate them into their practice.
- e. Mentor less experienced attorneys, including acting as a 2nd chair at trial when needed.

32. ADMINISTRATIVE ASSISTANT DUTIES: Systems that receive funding for a grant focused administrative assistant position will ensure that the following are included in the job duties of the position:

- a. Coordinate and collaborate with the managing defender to work toward system improvement.
- b. Assist in financial oversight including monitoring monthly and annual spending to ensure compliance with system-side and grant budgets.
- c. Maintain statistics and compile reports, including caseload information for the managing public defender.
  - i. Assist the managing public defender and contracted attorneys to utilize defenderData or other case management software consistently.
  - ii. Ensure data accuracy by opening and closing each case in the case management system or ensure that attorneys are doing so.
- d. Assist with IDC grant applications, IDC reporting, and compliance with all IDC requirements outlined in this agreement.

33. MILEAGE REIMBURSEMENT: The IDC will reimburse grantee Systems for actual miles traveled by an indigent defense service provider for round trips of fifty (50) or more miles to provide indigent defense services in a county of the 3rd through 6th class. The following conditions apply:

- a. A System must exhaust any system funding budgeted for mileage, based on the system's fiscal year, before becoming eligible for reimbursement.
- b. Reimbursement will be at the state travel rate in effect at the time of the travel.
- c. Actual mileage traveled from the provider's regular place of business must be tracked using the IDC Mileage Tracking Form. A Google map or a similar document of the route must be included as supporting documentation with the mileage reimbursement.
- d. The completed form must be provided to the System at the time of invoice and must be kept in the System's grant files in accordance with the Maintenance of Records condition.
- e. Providers must invoice the System for actual miles traveled on a monthly or quarterly basis within ten (10) days of the end of the period.
- f. A System can make a reimbursement request by sending a completed IDC Defense Resources and Mileage Reimbursement Request Form, route map(s), the original invoice for the expense, and proof of payment to IDC@utah.gov within twenty (20) days of the end of the month or quarter in which the travel occurred.

g. Reimbursement is not available for any miles traveled before the grant start date or after the grant end date as specified in this agreement and is contingent upon IDC funding availability.

h. Forms are found on the IDC Project Director Resources page at

<https://idc.utah.gov/grants/grant-management-system>

34. DEFENSE RESOURCES REIMBURSEMENT: The IDC will reimburse the actual cost paid by a System in a county of the 3rd through 6th class, for the following defense resources: investigators, experts, evaluations, translation services, and transcripts. The following conditions apply:

a. A System must exhaust any system funding budgeted for defense resources, based on the system's fiscal year, before becoming eligible for reimbursement.

b. A System can make a request by sending a completed IDC Defense Resources and Mileage Reimbursement Request Form, the original invoice for the expense, and proof of payment to [IDC@utah.gov](mailto:IDC@utah.gov) within twenty (20) days of the end of the month or quarter in which the resources were utilized.

c. A single defense resource expense of \$500 or more requires written pre-authorization from the OIDS Executive Director and the System using the IDC Defense Resource Overage Pre-Authorization form.

d. Reimbursement is not available for resources utilized or purchased before the grant start date or after the grant end date specified in this agreement and is contingent upon IDC funding availability.

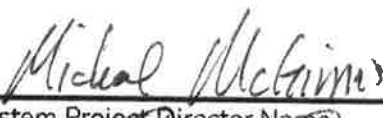
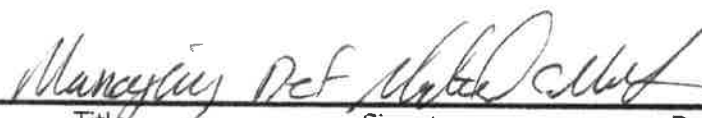
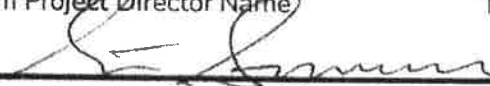
e. Forms are found on the IDC Project Director Resources page at

<https://idc.utah.gov/grants/grant-management-system>

35. CASE MANAGEMENT SOFTWARE: Effective July 1, 2022, the IDC will begin paying Justice Works directly for the cost of existing defenderData licenses for Systems that signed up through the IDC in the past. The IDC will consider providing additional licenses on an individual basis, contingent upon funding availability.

GRANTEE ACCEPTANCE OF ALL GRANT ASSURANCES, CONDITIONS, TERMS, CERTIFICATIONS,  
AND ANY OTHER GRANT REQUIREMENTS

The signatures below certify that you have reviewed and agree to comply with each of these IDC grant assurances, conditions, certifications, and the requirements in Attachment A through F of the IDC Grant Agreement and that all of the information provided is correct, that there has been appropriate coordination with affected agencies, and that the System will comply with the provisions of all state laws.

		06-21-2023
System Project Director Name	Title	Signature
		
Authorized System Representative Name	Title	Signature
		Date

ATTACHMENT C: UTAH INDIGENT DEFENSE COMMISSION CORE PRINCIPLES



CORE PRINCIPLES FOR  
UTAH INDIGENT DEFENSE SYSTEMS

Updated December 2019

## USER STATEMENT

This document, adopted by the Utah Indigent Defense Commission in August 2017, sets forth core principles for the provision of indigent defense representation in the State of Utah.<sup>1</sup> These principles are intended to encompass the provision of indigent defense services in three defined areas of practice—criminal defense, delinquency defense, and parental defense. Utah law delegates the provision of indigent defense services to its local governments.<sup>2</sup>

The purpose of these principles is threefold:

1. To provide guidance to government officials, policymakers, and entities charged with providing, overseeing, assessing, and/or funding indigent defense systems;
2. To provide a yardstick for measuring the extent to which an indigent defense system ensures that individual attorneys within that system have the knowledge, ability, resources, and independence necessary to provide effective representation; and
3. To encourage appointed counsel to provide a high standard of representation and promote professionalism in the representation of indigent individuals in Utah.

## THE UTAH INDIGENT DEFENSE COMMISSION

The Utah Indigent Defense Commission was created by legislation in 2016 to help the state ensure its indigent defense services are consistent with the United States and Utah Constitutions, and Utah law.

The membership of the Commission includes key leaders in state and local government, criminal defense, and indigent defense services.

The Commission works with the state, local governments, indigent defense providers, and other stakeholders to provide guidance on standards for constitutional representation, gather data and information about indigent defense service provision, award grants to improve indigent defense services, and support the regionalization of indigent defense services throughout the state.

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<sup>1</sup>The Utah Indigent Defense Commission is mandated to "adopt minimum guidelines for an indigent defense system to ensure the effective representation of indigent individuals consistent with the requirements of the United States Constitution, the Utah Constitution, and the Utah Code." Indigent Defense Act, Utah Code § 78B-22-404(1)(a).

<sup>2</sup>"Indigent Defense System" or "system" refers to the local government entity that is responsible for providing indigent defense services in its respective state, county, or city courts; and the term includes counties, cities, towns, and any "interlocal entity . . . responsible for providing indigent defense services according to the terms of an agreement between a county, city, or town." Indigent Defense Act, § 78B-22-102(7).

## PRINCIPLE 1/ ORGANIZATIONAL CAPACITY OF DEFENSE SYSTEM IS SUFFICIENT TO ENSURE COMPLIANCE WITH CORE PRINCIPLES

A system's ability to meet the principles articulated herein requires a threshold structural and resource capacity—for example, an adequate budget, administrative resources, and the ability to monitor attorney and system performance. Critical to this capacity is the collection and regular review of reliable data and information about the services and quality of representation that a system is providing.<sup>3</sup>

If an indigent defense system lacks such capacity, efforts must be made to improve the system's organization—for example, through adopting a managed assigned counsel (MAC) system, public defender office, and/or through pursuing interlocal, resource-sharing agreements.

## PRINCIPLE 2/ SYSTEM PROVIDES COUNSEL TO ALL ELIGIBLE DEFENDANTS, MINORS, AND RESPONDENTS WHO DO NOT KNOWINGLY, INTELLIGENTLY, AND VOLUNTARILY WAIVE COUNSEL

**Rights.** The U.S. Constitution, the Utah Constitution, and Utah law guarantee the right to counsel. That right extends under Utah law to all accused persons facing any possibility of incarceration or detention,<sup>4</sup> and to parents/legal guardians subject to child welfare proceedings and/or petitions to terminate their parental rights,<sup>5</sup> regardless of financial status.

**Responsibilities.** Systems must ensure individuals facing these proceedings, who are unable to afford counsel, are provided counsel at government expense.<sup>6</sup> Systems must also ensure the presence of defense counsel at all court proceedings, to avoid creating practical barriers to appointment or any pressure to waive counsel.

**Restrictions.** If a system seeks to recover/recoup public defender fees, it must strictly adhere to the statutory limitations and processes, to avoid undermining the right to counsel.<sup>7</sup> A system

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<sup>3</sup> Indigent Defense Act, §78B-22-404(1)(c). The commission shall, "identify and collect data from any source, which is necessary for the commission to: (i) aid, oversee, and review compliance by indigent defense systems with the commission's minimum guidelines for the effective representation of indigent individuals; and (ii) provide reports regarding the operation of the commission and the provision of indigent defense services by indigent defense systems in the state."

<sup>4</sup> Indigent Defense Act, § 78B-22-102(8) (defining a minor who is "arrested and admitted into detention" or who is "charged by petition or information in the juvenile or district court" as indigent for the entitlement to court-appointed counsel), 78B-22-201 (explaining the other individuals who are entitled to the right to counsel)

<sup>5</sup> Indigent Defense Act, § 78B-22-201(1)(b) (parent and legal guardians have the right to counsel in abuse, neglect, or dependency proceedings; termination of parental rights; adult offenses; or proceedings listed in § 78B-6-112).

<sup>6</sup> Indigent Defense Act, §§ 78B-22-102(7) (requiring cities, towns, and counties to provide indigent defense services), and 78B-22-202(2), 78B-22-203(1) (requiring a court to determine indigency, and upon finding indigency, to appoint an indigent defense service provider under contract with a system to represent indigent individuals).

<sup>7</sup> Recoupment of public defender fees is permissible with limitations. Such fees cannot be combined with a plea agreement and must only happen post-conviction after a court makes an independent "ability to pay" determination. Utah Code §77-

may not, for example, assess fees without individualized assessments for each convicted individual, as statute requires the court to consider financial resources and the burden any fee will cause before imposing it. Systems reinvest any recouped funding in indigent defense services.

### PRINCIPLE 3/ SYSTEM PROVIDES PROPER SCOPE OF REPRESENTATION

#### ● *Principle 3A/ Scope of Representation: Attorney Activity*

Effective representation requires attorney activity that is meaningfully addressing the allegations facing each client. Accordingly, indigent defense systems shall ensure that attorneys are regularly engaged in a scope of practice wherein the attorney will:

- Develop a theory of the case that guides the case strategy;
- Pursue available evidence through discovery and investigation;
- Examine and review all available evidence;
- File appropriate motions;
- Advise the client on the strengths and weaknesses of the state's case and on all implications of a plea offer, including direct and collateral consequences of accepting the plea offer;
- Litigate or adjudicate the allegations, unless a plea offer is consistent with the client's expressed wishes and represents a benefit to the client; and
- Use investigative and other defense resources, as appropriate.

#### ● *Principle 3B/ Scope of Representation: Stages of the Proceedings*

**Early Appointment.** Systems must ensure that as soon as feasible, defense counsel is assigned and notified of appointment, and indigent individuals are notified of the identity of assigned counsel and how to contact counsel.<sup>8</sup>

**Continuity.** Systems must ensure an indigent individual has access to counsel at all critical stages of criminal proceedings,<sup>9</sup> and in delinquency and child welfare proceedings that

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32a-108 ("The court may not include in the judgment a sentence that a defendant pay costs unless the defendant is or will be able to pay them. In determining the amount of costs, the court shall take into account the financial resources of the defendant, the nature of the burden that payment of costs will impose, and that restitution is the first priority."); *Fuller v. Oregon*, 417 U.S. 40, 45 (1974).

<sup>8</sup> Utah R. Prof. Conduct. 1.4 (Communication).

<sup>9</sup> A critical stage is "every stage of a criminal proceeding where substantial rights of a criminal accused may be affected." *Mempa v. Rhay*, 389 U.S. 128, 134 (1967). The right attaches when "formal judicial proceedings have begun." *Rothgery v. Gillespie County*, 554 U.S. 191, 212 (2008).

indigent individuals have counsel to represent them at all stages of the juvenile court proceedings.<sup>10</sup>

Consistency. Systems must ensure representation commences in a timely manner, extends for the proper period of representation, and proceeds with reasonable continuity, unless the client's needs dictate otherwise—meaning the same attorney must continuously represent a client, where feasible, until a case concludes.<sup>11</sup>

#### PRINCIPLE 4/ SYSTEM PROVIDES REPRESENTATION THAT IS INDEPENDENT AND FREE FROM INTERFERENCE

Indigent defense counsel's primary and most fundamental responsibility is to promote and protect the interests of clients. A system must ensure defense counsel is free to defend clients zealously, based on counsel's own judgment, and without fear of termination, reduction in compensation, reduction in staff, or reduction in defense resources.<sup>12</sup> The selection, funding, and payment of defense counsel should be independent of the judiciary and the prosecution.<sup>13</sup>

#### PRINCIPLE 5/ SYSTEM RECOGNIZES DISTINCT AREAS OF SPECIALIZATION WITHIN INDIGENT DEFENSE

Indigent defense encompasses distinct areas of practice—criminal defense, delinquency defense, parental defense, and appellate advocacy.<sup>14</sup> Each is its own area of specialization, requiring skills and knowledge distinct from what is required to practice in any other area.

Indigent defense systems must separately account for criminal defense, delinquency defense, parental defense, and appellate advocacy in their employment and contracting arrangements.<sup>15</sup>

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<sup>10</sup> Minors are entitled to appointed counsel. Indigent Defense Act, §§ 78B-22-102(8)(a), 78B-22-203(1)(a). Once appointed, providers "shall provide indigent defense services for the indigent individual in all court proceedings in the matter for which the indigent defense service provider is appointed." §§ 78B-22-203(1)(a), 78B-22-202(1)(b).

<sup>11</sup> System should ensure defense counsel does not withdraw from representation inappropriately, as defense counsel is required at probation revocation hearings. *Mempha*, 389 U.S. at 137.

<sup>12</sup> Indigent Defense Act, § 78B-22-404(1)(a)(ii)(A) (systems must ensure providers have "the ability to exercise independent judgment without fear of retaliation and [are] free to represent an indigent individual based on the indigent defense service provider's own independent judgment").

<sup>13</sup> The "independence of counsel" is "constitutionally protected." *Strickland v. Washington*, 466 U.S. 668, 689 (1984).

<sup>14</sup> Indigent Defense Act, § 78B-22-201(1) (outlining the right to counsel in these four practice areas).

<sup>15</sup> Indigent Defense Act, § 78B-22-404(1)(a)(i)(B) (systems must ensure "a separate contract for each type of indigent defense service")

## PRINCIPLE 6/ SYSTEM ENSURES THE RIGHT TO APPEAL

Indigent defense systems must provide counsel for any first appeal of right,<sup>16</sup> and must separately account for the provision of appellate services to ensure the right to appeal.

## PRINCIPLE 7/ SYSTEM PROVIDES REPRESENTATION THAT IS FREE FROM CONFLICTS OF INTEREST

Effective representation is representation that is zealous, diligent, and free from conflicts of interest—as defined in the Utah Rules of Professional Conduct.<sup>17</sup> Indigent defense systems shall ensure that defense counsel manages conflicts of interest issues as required by the Utah Rules of Professional Conduct.<sup>18</sup> Systems shall provide appropriate employment and separate arrangements to account for conflict cases.<sup>19</sup> Those arrangements shall not create for defense counsel a financial disincentive to declare a conflict.<sup>20</sup>

## PRINCIPLE 8/ SYSTEM PROVIDES EFFECTIVE REPRESENTATION

Effective representation depends upon the zealous advocacy of qualified counsel, who receives training, has appropriate caseloads, access to defense resources, and proper compensation.

- *Principle 8A/ Qualifications and Training*

Indigent defense systems must ensure defense counsel's ability, training, and experience match the complexity of the case.<sup>21</sup> Systems must require counsel to receive continuing legal education in the areas indigent defense representation in which they practice.<sup>22</sup>

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<sup>16</sup> Indigent Defense Act, §§ 78B-22-201(1)(c), 78B-22-203(1)(a); *Douglas v. California*, 372 U.S. 353 (1963) (explaining that individuals who are "appealing a first appeal from a conviction or other final court action" have the right to counsel throughout the proceedings, and if such individuals are indigent, counsel will be appointed for them).

<sup>17</sup> Indigent Defense Act, § 78B-22-404(1)(a)(i)(A) (systems must ensure indigent individuals receive zealous and conflict-free indigent defense services); Utah R. Prof. Conduct. 1.1 (Competence), 1.2 (Allocation of Authority Between Client and Lawyer), 1.3 (Diligence), 1.4 (Communication), 1.6 (Confidentiality of Information), 1.7 & 1.8 (Conflicts of Interest), 1.9 (Duties to Former Clients), 1.10 (Imputation of Conflicts of Interest), 1.14 (Client with Diminished Capacity), 1.15 (Safekeeping property),

1.16 (Declining or terminating representation), 1.18 (Duties to Prospective Client), 6.2 (Accepting Appointments).

<sup>18</sup> Indigent Defense Act, § 78B-22-404(1)(a)(ii)(H) (systems must ensure indigent service providers have "the ability to meet the obligations of the Utah Rules of Professional Conduct, including expectations on client communications and managing conflicts of interest").

<sup>19</sup> Indigent Defense Act, § 78B-22-404(1)(a)(i)(A) (systems must ensure an indigent individual receives conflict-free indigent defense services), Utah R. Prof. Conduct 1.7 through 1.10.

<sup>20</sup> Indigent Defense Act, § 78B-22-404(1)(a)(ii)(E) (systems must provide indigent defense providers with "adequate compensation without financial disincentives")

- *Principle 8B/ Appropriate Caseloads*

Indigent defense systems must control defense counsel's total workload (including private and indigent caseloads in other jurisdictions) to allow for effective representation of each client. Total caseload must be set at a level that allows defense counsel to undertake the scope of work required to test the state's evidence in a meaningful way in each case.<sup>23</sup>

- *Principle 8C/ Access to Defense Resources*

Indigent defense systems must equip defense counsel with the tools necessary to provide effective representation, by providing access to defense resources, which may include "costs for a competent investigator, expert witness, scientific or medical testing, transcripts, and printing briefs,"<sup>24</sup> social workers, interpreters, and forensic services.

Systems must avoid conflicts or disincentives for defense counsel—for example, flat rate contracts where counsel pays for services from their compensation, or procedures requiring defense counsel to reveal a request for resources to prosecutors.

- *Principle 8D/ Proper Compensation*

Indigent defense systems must adopt appropriate rates and methodologies of compensation, sufficient to attract qualified applicants and to incentivize effective representation, which take into account the time, work, and complexity required to provide effective representation.

Indigent defense systems must avoid employment or contracting arrangements that create disincentives for effective representation—for example, flat fee contracts that provide no limit on the cases defense counsel will be assigned.<sup>25</sup> Systems must provide counsel with the ability to seek additional compensation for extraordinary cases, or additional attorneys when caseloads are too high.

<i>Michael McGinnis</i>	<i>Managing Def Mgr</i>	<i>MM</i>	<i>06-21-2023</i>
System Project Director Name	Title	Initials	Date
<i>[Signature]</i>	<i>Chairman</i>	<i>SP</i>	<i>6-21-2023</i>
Authorized System Representative Name	Title	Initials	Date

<sup>21</sup> Indigent Defense Act, § 78B-22-404(1)(a)(ii)(F) (systems must ensure providers have "appropriate experience or training in the area for which the indigent defense service provider is representing indigent individuals").

<sup>22</sup> Indigent Defense Act § 78B-22-404(1)(a)(ii)(G) (systems must ensure compensate providers "for legal training and education in the areas of the law relevant to the types of cases for which the indigent defense service provider is representing indigent individuals").

<sup>23</sup> Indigent Defense Act, § 78B-22-404(1)(a)(iii)(D) (systems must ensure all providers have "a workload that allows for sufficient time to meet with clients, investigate cases, file appropriate documents with the courts, and otherwise provide effective assistance of counsel to each client").

<sup>24</sup> Indigent Defense Act, §§ 78B-22-102(4) & 78B-22-404(1)(a)(iii)(B).

<sup>25</sup> Indigent Defense Act, § 78B-22-404(1)(a)(ii)(E) (systems must provide indigent defense providers with "adequate compensation without financial disincentives").

ATTACHMENT D: QUARTERLY REPORTING SCHEDULE

REQUIRED QUARTERLY REPORTING (July 1, 2023 - June 30, 2024)			
Quarter 1			
Date Due:	Reporting Due:	Reporting Period:	
10/20/2023	Financial Status Report	7/1/2023	9/30/2023
10/20/2023	Progress Narratives	7/1/2023	9/30/2023
Quarter 2			
Date Due:	Reporting Due:	Reporting Period:	
1/20/2024	Financial Status Report	10/1/2023	12/31/2023
1/20/2024	System Needs Evaluation	7/1/2023	12/31/2023
	Provider Caseload Surveys		
Quarter 3			
Date Due:	Reporting Due:	Reporting Period:	
4/20/2024	Financial Status Report	1/1/2024	3/31/2024
4/20/2024	Progress Narratives	1/1/2024	3/31/2024
Quarter 4			
Date Due:	Reporting Due:	Reporting Period:	
7/13/2024	Financial Status Report	4/1/2024	6/30/2024
7/20/2024	System Needs Evaluation	1/1/2024	6/30/2024
	Provider Caseload Surveys		

IDC quarterly reimbursement is contingent upon the System submitting complete reporting as identified in the table above, and meeting system spending requirements. The Office will provide forms required for quarterly reporting. Deadlines are subject to change.

Minimum system spending requirements are outlined in the attachments titled Budget Details and Quarterly Payment Structure. Data reporting requirements are outlined in the attachment titled Assurances, Conditions, Certifications, and Requirements.

<u>Michael McGinnis</u>	<u>Managing Dir</u>	<u>MM</u>	<u>06-21-2023</u>
System Project Director Name	Title	Initials	Date
<u>[Signature]</u>	<u>Chairman</u>	<u>CS</u>	<u>6/21/2023</u>
Authorized System Representative Name	Title	Initials	Date

# ATTACHMENT E: BUDGET DETAILS

BOX ELDER PROJECT BUDGET (July 1, 2023 - June 30, 2024)				
Expense Category	Expense Line Item	Total Cost	IDC Grant Award	System Spending
Personnel		\$0.00	\$0.00	\$0.00
Fringe		\$0.00	\$0.00	\$0.00
Contracted	Managing Defender Services Pass-through to Cache*	\$98,700.00	\$30,000.00	\$68,700.00
	Administrative Assistant	\$35,235.48	\$30,000.00	\$5,235.48
	Primary Adult District Contract	\$90,000.00	\$49,524.00	\$40,476.00
	Second Adult District Contract	\$90,000.00	\$0.00	\$90,000.00
	Primary Juvenile & Parental Defense Contract	\$90,000.00	\$55,728.00	\$34,272.00
	Parental and Delinquency Conflicts	\$60,000.00	\$2,148.00	\$57,852.00
	Justice Court Defender	\$18,000.00	\$18,000.00	\$0.00
	Child Welfare Social Worker shared w/ Cache**	\$0.00	\$0.00	\$0.00
Equipment, Supplies, & Operating Expenses (E.S.O.)	Fixed E.S.O.	\$5,784.66	\$0.00	\$5,784.66
	Other E.S.O.	\$0.00	\$0.00	\$0.00
	Defense Resources & Reserves	\$25,000.00	\$0.00	\$25,000.00
	Training & Related Travel	\$0.00	\$0.00	\$0.00
	Indigent Defense Capital Fund	\$28,735.00	\$0.00	\$28,735.00
Travel	Mileage	\$0.00	\$0.00	\$0.00
<b>Totals:</b>		<b>\$541,455.14</b>	<b>\$185,400.00</b>	<b>\$356,055.14</b>

\*Box Elder County pays Cache County for shared managing defender's services.

\*\* Cache County enters the contract but the social worker serves Box Elder County as well.

Reimbursement is contingent upon the System meeting minimum required spending amounts for each expense category as outlined in the Quarterly Payment Structure. As specified in the Assurances, Conditions, Certifications, and Requirements grant funds must supplement existing funding; not supplant or replace current system spending.

Unless otherwise approved by the OIDS Executive Director, system expenses must be paid prior to reimbursement and should be reported for the period in which the expense was incurred. Reporting periods are specified in the attachment titled Quarterly Reporting Schedule. For expenses incurred during a period but paid after the quarterly fiscal report has been submitted, a supplemental financial status report will be required. Contact the Grant Program manager for assistance. Reimbursement dates are dependent upon grantee reporting and are subject to change.

<u>Michael McGinnis</u>	<u>Managing Def</u>	<u>MM</u>	<u>06-21-2023</u>
System Project Director Name	Title	Initials	Date
<u>[Signature]</u>	<u>Chairman</u>	<u>CS</u>	<u>6-21-2023</u>
Authorized System Representative Name	Title	Initials	Date

# ATTACHMENT F: QUARTERLY PAYMENT STRUCTURE

BOX ELDER PAYMENT STRUCTURE (July 1, 2023 - June 30, 2024)									
Expense Line Item	Expense Structure	Jul-Sep Grant Award	Jul-Sep System Spending	Oct-Dec Grant Award	Oct-Dec System Spending	Jan-Mar Grant Award	Jan-Mar System Spending	Apr-Jun Grant Award	Apr-Jun System Spending
Personnel	None								
Fringe	None								
Managing Defender Services (Pass through to Cache)	Fixed	\$7,500.00	\$17,175.00	\$7,500.00	\$17,175.00	\$7,500.00	\$17,175.00	\$7,500.00	\$17,175.00
Administrative Assistant	Fixed	\$7,500.00	\$1,309.67	\$7,500.00	\$1,309.67	\$7,500.00	\$1,309.67	\$7,500.00	\$1,309.67
Primary Adult District Contract	Fixed	\$12,381.00	\$10,119.00	\$12,381.00	\$10,119.00	\$12,381.00	\$10,119.00	\$12,381.00	\$10,119.00
Second Adult District Contract	Fixed	\$0.00	\$22,500.00	\$0.00	\$22,500.00	\$0.00	\$22,500.00	\$0.00	\$22,500.00
Primary Juvenile & Parental Defense Contract	Fixed	\$13,932.00	\$8,569.00	\$13,932.00	\$8,569.00	\$13,932.00	\$8,569.00	\$13,932.00	\$8,569.00
Parental and Delinquency Conflicts	Fixed	\$537.00	\$14,463.00	\$537.00	\$14,463.00	\$537.00	\$14,463.00	\$537.00	\$14,463.00
Justice Court Defender	Fixed	\$1,500.00	\$0.00	\$1,500.00	\$0.00	\$4,500.00	\$0.00	\$1,500.00	\$0.00
Child Welfare Social Worker (shared w/ Cache)	None								
Expert F.S.O.	Fixed	\$0.00	\$1,116.12	\$0.00	\$1,116.12	\$0.00	\$1,116.12	\$0.00	\$1,116.12
Other F.S.O.	Variable								
Defense Counsel & Interpreter	Variable								
Training & Present. Costs	Variable								
Uniquely Extreme Cases (see 1)	Variable								
Message	Variable								

For line items budgeted quarterly:

- The System must meet the minimum required system spending amount for the quarter before utilizing the grant reimbursed portion.
- Reimbursement requests should not exceed the quarterly grant amount budgeted for each line item.
- Any costs exceeding the budgeted quarterly system spending and grant amount combined, will be the System's responsibility, and may count toward the system spending requirement for the following quarter.

For as billed categories:

- The System must meet any established annual system spending requirement for a line item before utilizing the grant reimbursed portion of that item.
- Any costs exceeding the budgeted annual system spending and grant amount combined, will be the System's responsibility and will count as system spending.

<u>Michael McGinnis</u>	<u>Managing Def.</u>	<u>MM</u>	<u>06-30-2023</u>
System Project Director Name	Title	Initials	Date
<u>[Signature]</u>	<u>Chairman</u>	<u>VR</u>	<u>6-30-2023</u>
Authorized System Representative Name	Title	Initials	Date

## INDIGENT CAPITAL DEFENSE FUND APPLICATION

1. Box Elder County is a participating county in the Indigent Capital Defense Trust Fund.
2. Box Elder County is current in its obligations and its contributions to the Indigent Capital Defense Trust Fund.
3. On May 28, 2022, the Box Elder County Attorney filed:

**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, as follows:

*James A Brenner* in a case styled *State of Utah v. James A Brenner*

Case No. 231100110 in the First Judicial District Court, in and for  
Box Elder County, Utah.

4. Judge Brandon Maynard has found pursuant to Title 77, Chapter 32, Part 3, *Utah Code Annotated*, that the said defendant is indigent and unable to afford to hire legal counsel. The Court has therefore appointed attorney Michael Studebaker as lead counsel, and attorney Jonathan Nish as co-counsel to represent the defendant in the above-entitled action. The above-named lead counsel is qualified pursuant to Rule 8, *Utah Rules of Civil Procedure*, to represent persons charged with capital offenses.

5. Box Elder County hereby makes application to the Indigent Defense Funds Board, pursuant to § 77-32-604, *Utah Code Annotated*, for benefits from the Fund for expenses that the County has incurred or reasonably anticipates incurring for the defense of the indigent defendant in the above-entitled capital action.

6. The following documents are attached to this application:

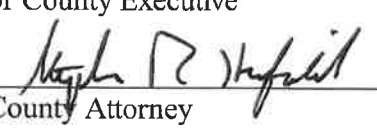
- A. A copy of the information or charging document.
  - B. A copy of the Court's Finding of Indigency; and
  - C. A copy of the Court's Order Assigning Legal Counsel for Indigent Defendant.
7. This application, along with the attachments, should be sent to:

Jonathan Ellis, Interim Director  
Department of Government Operations  
Division of Finance  
4315 S 2700 W Floor 3  
Taylorsville, UT 84129-2128

Dated: June 1, 2023,


Box Elder County

By:   
Chairman of the County Commission  
or County Executive

  
County Attorney



Attest:

  
County, Clerk

Stephen R. Hadfield, 5707  
Box Elder County Attorney  
Blair T. Wardle, 14363  
Chief Deputy Attorney  
81 North Main Street, Suite 102  
Brigham City Utah 84302  
Telephone: (435) 734-3329  
bwardle@boxeldercounty.org

**IN THE FIRST JUDICIAL DISTRICT COURT  
BOX ELDER COUNTY, STATE OF UTAH**

STATE OF UTAH,

Plaintiff,

vs.

JAMES A BRENNER  
216 E Broadway Ave #2  
Bismarck, ND 58530  
DOB: 12/02/1963

Status: In Custody

Defendant.

**INFORMATION**

Court Case #:

Judge:

**SUMMONS**

The undersigned, as prosecuting attorney, states on information and belief that the above-named defendant, in Box Elder County, State of Utah, committed the following crime(s):

**COUNT 1**

AGGRAVATED MURDER, a(n) First Degree Felony, in violation of Utah Code Ann. § 76-5-202, as follows: That on or about May 28, 2022, the defendant did (1) intentionally or knowingly cause the death of another; and the defendant (i) the actor previously committed or was convicted of: (v) an offense committed in another jurisdiction which if committed in this state would be a violation of a crime listed in this Subsection (1)(i); or (xviii) an offense committed in another jurisdiction which if committed in this state would be a violation of a crime listed in subsection (1)(j).

## COUNT 2

ABUSE OR DESECRATION OF A HUMAN BODY, a(n) Third Degree Felony, in violation of Utah Code Ann. § 76-9-704, as follows: That on or about May 28, 2022, the defendant did intentionally and unlawfully (a) disturb, move, remove, conceal, or destroy a dead human body or any part of it.

This information is based on evidence obtained from: Detective Zachary Richard Moore.

DATED this 3rd day of March, 2023.

A handwritten signature in black ink, appearing to read 'Blair T. Wardle', written over a horizontal line.

BLAIR T. WARDLE  
Chief Deputy Attorney

### **Factual basis/Probable cause statement:**

The 19-year-old victim was reported as a missing person on or about May 30, 2022. Sheriff's deputies, along with search and rescue crews, immediately got to work on efforts to locate the victim, but were unsuccessful. During the search, deputies discovered a pair of boots belonging to the victim nearby. One boot had a blood stain that DNA analysis confirmed belonged to the victim in addition to DNA belonging to Defendant. The victim's phone records were also obtained which showed movements on the day of his disappearance on a remote property in Lucin where Defendant was squatting. Phone data showed that the last signal from the victim's phone was at the Lucin pond and a search of the pond led to the discovery of the victim's phone. A digital forensic download of the phone was conducted and led to the discovery of a time-lapse video with a time stamp taken at the time of the victim's disappearance. The video showed Defendant with blood stains on his arms and shirt as he is cleaning a gun. The shirt which Defendant is wearing in the video was analyzed and the victim's DNA was found on the shirt. Defendant was interviewed and made several claims that corroborated forensic evidence in addition to making numerous demonstrably false statements. Despite a thorough investigation and extensive search, the victim's body was not recovered due to Defendant removing and concealing it.

FIRST DISTRICT - Box Elder  
BOX ELDER COUNTY, STATE OF UTAH

STATE OF UTAH,  
Plaintiff,

MINUTES  
INITIAL APPEARANCE  
NOTICE

vs.  
JAMES A BRENNER,  
Defendant.

Case No: 231100110 FS  
Judge: BRANDON MAYNARD  
Date: April 24, 2023

Custody: Weber County Jail

**PRESENT**

Clerk: sama  
Prosecutor: WARDLE, BLAIR  
Defendant Present  
The defendant is in the custody of the Weber County Jail  
Defendant's Attorney(s): STUDEBAKER, MICHAEL

**DEFENDANT INFORMATION**

Date of birth: December 2, 1963  
Audio  
Tape Number: CRTRM 3 Tape Count: 10:54-11:01

**CHARGES**

1. AGGRAVATED MURDER - 1st Degree Felony
2. ABUSE OR DESECRATION OF A DEAD HUMAN BODY - 3rd Degree Felony

**INITIAL APPEARANCE**

Advised of charges and penalties.  
The defendant is advised of right to counsel.

**HEARING**

This hearing is being recorded via FTR and is held in person.

Defendant is interviewed and found indigent; the Court appoints Michael Studebaker to represent the defendant.

Discussion regarding whether or not this is a capital case; the State explains that by default this is not a capital case and they do not intend to seek the Death Penalty.

Counsel agree that there may still be Rule 8 questions and the Court may appoint two attorney to represent the defendant but does not at this time.

**IP--DECISION TO PRELIM is scheduled.**

Date: 06/05/2023

Time: 01:30 p.m.

Location: COURTROOM 3

FIRST DISTRICT COURT

43 NORTH MAIN, PO BOX 873

BRIGHAM CITY, UT 84302

Before Judge: BRANDON MAYNARD

**CUSTODY**

The defendant is remanded to the custody of the Weber County Jail.

For up-to-date information on court operations during the COVID-19 pandemic, please visit:  
<https://www.utcourts.gov/alerts/>

Individuals needing special accommodations (including auxiliary communicative aids and services) should call Janet Reese at 435-734-4600 three days prior to the hearing. For TTY service call Utah Relay at 800-346-4128. The general information phone number is 435-734-4600.

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**IN THE FIRST JUDICIAL DISTRICT COURT  
IN AND FOR BOX ELDER COUNTY, STATE OF UTAH**

---

STATE OF UTAH,

Plaintiff,

vs.

JAMES A. BRENNER,

Defendant.

**MINUTE ENTRY AND ORDER ON  
APPOINTMENT OF COUNSEL**

Case No. 231100110

Judge Brandon Maynard

---

On March 3, 2023, Defendant was charged with one count of Aggravated Murder under section 76-5-202 of the Utah Code. On April 24, 2023, Defendant made his initial appearance. The court found him indigent and appointed Michael Studebaker to represent him in his criminal case.

At the hearing, the State represented that it will not seek the death penalty against Defendant, so this case is and will continue to be a first-degree felony case under section 76-5-202(3)(b). Because death may no longer be a sentencing option, the court is not required to appoint an attorney who is qualified under Rule 8 to handle capital cases. *See* Utah R. Crim. P. Rule 8.

The question before this court is which indigent defense system is required to provide indigent defense resources to Defendant while he is being prosecuted for aggravated murder. Pursuant to section 78B-22-102(9), in most instances, Box Elder County is responsible for funding indigent defense resources for defendants who are prosecuted in that county.

However, Box Elder County is considered a “participating county,” which “means a county that complies with [the Indigent Defense Act] for participation in the Indigent Aggravated Murder Defense Fund as provided in Sections 78B-22-702 and 78B-22-703.” Utah Code. §78B-22-102(13). As a participating county, Box Elder’s legislative body has delegated its responsibility to


provide indigent defense resources in aggravated murder cases to the Indigent Defense Funds Board, which oversees the Indigent Aggravated Murder Trust Fund.

If defense counsel is to be paid from the Indigent Aggravated Murder Trust Fund, then the court is required to follow the process outlined in rule 4-601 of the Utah Rules of Judicial Administration. The court has contacted the Administrative Office of the Courts to prepare a list of randomly-selected attorneys who have a pre-contract with the Indigent Defense Funds Board and who are willing to represent Defendant. Once the court receives the list, the court will appoint an attorney to represent Defendant.

Mr. Studebaker is ordered to continue to represent Defendant until the court makes an appointment under the process outlined in rule 4-601.

This is the order of the court.

BY THE COURT:

  
\_\_\_\_\_  
Judge Brandon Maynard  
First District Court



**CERTIFICATE OF NOTIFICATION**

I certify that a copy of the attached document was sent to the following people for case 231100110 by the method and on the date specified.

MANUAL EMAIL: MICHAEL STUDEBAKER MIKE@STUDEBAKERLAW.COM

MANUAL EMAIL: BLAIR WARDLE BWARDLE@BOXELDERCOUNTY.ORG

05/01/2023

/s/ SAMANTHA ASHCRAFT

Date: \_\_\_\_\_

\_\_\_\_\_  
Signature

**IN THE FIRST JUDICIAL DISTRICT COURT  
IN AND FOR BOX ELDER COUNTY, STATE OF UTAH**

STATE OF UTAH,

Plaintiff,

vs.

JAMES A. BRENNER,

Defendant.

**ORDER APPOINTING COUNSEL**

Case No. 231100110

Judge Brandon Maynard

Pursuant to Rule 4-601 of the Utah Rules of Judicial Administration, the court has received names of willing counsel who have a pre-contract with the Indigent Defense Funds Board. The court has considered the names provided by the Administrative Office of the Courts and appoints Michael Studebaker to continue representing Defendant in this matter. Mr. Studebaker will negotiate a contract with the Indigent Defense Funds Board, and his services will be paid from the Aggravated Murder Trust Fund.

This is the order of the court. No further order is needed.

BY THE COURT:

  
\_\_\_\_\_  
Judge Brandon Maynard  
First District Court



**CERTIFICATE OF NOTIFICATION**

I certify that a copy of the attached document was sent to the following people for case 231100110 by the method and on the date specified.

MANUAL EMAIL: MICHAEL STUDEBAKER MIKE@STUDEBAKERLAW.COM

MANUAL EMAIL: BLAIR WARDLE BWARDLE@BOXELDERCOUNTY.ORG

MANUAL EMAIL: JENNIFER HARDY jrhardy@utah.gov

05/31/2023                      /s/ SAMANTHA ASHCRAFT  
Date: \_\_\_\_\_  
Signature

June 12, 2023

Director Gabe Klein  
Joint Office of Energy and Transportation  
Forrestal Building  
1000 Independence Avenue, SW  
Washington, DC 20585

RE: *Net Zero EV Charging and Green Alternative Fueling Centers on AFC-ready and pending Sections in Three Rural Utah Communities*, Charging and Fueling Discretionary Grant Program, Funding Opportunity Number 693JJ323NF00004

Dear Director Klein:

On behalf of the Box Elder County Commission, I am writing this letter in support of the CFI grant application submitted by Green River City in collaboration with Box Elder County and Beaver City for the creation of three net zero EV charging and green alternative fueling Centers on the AFC in rural Utah.

Two sites in Box Elder County are currently under consideration by the project team to house a Center proposed. One site is located within the jurisdictional limits of Brigham City while the other is in unincorporated Beaver County. The Beaver County Commission is supportive of either location and the Commission looks forward to working with the project team to develop the most suitable site.

The Box Elder County Commission and Brigham City Council have both adopted resolutions seeking participation in Utah's Inland Port satellite port location program. An EV charging and green alternative fueling center in Beaver County aligns synergistically with inland port plans and will provide much needed EV charging infrastructure on a critical portion pending-readiness on the AFC in Beaver County.

The Green River proposal is thorough and the project team, led by Green River City and private partner Enyo Renewable Energy, includes the experience, skills, and expertise necessary to manage the project and grant.

Thank you for your consideration of Green River's grant proposal.

Sincerely,



Stan Summers, Chair  
Box Elder County Commission



**Boyd Bingham · Stan Summers · Lee Perry**

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**COUNTY COMMISSIONERS**

June 21, 2023

MARITZA ERICKSON, Program Manager  
Housing & Community Development  
Utah Department of Workforce Services  
140 East 300 South  
Salt Lake City, Ut 84111  
P: 385-522-5659

RE: Grant 22-DWS-0068-Grouse Creek Water System-Gas Chlorinator Project-Urgent Need-2021

Dear Ms. Erickson:

This letter is to request an Amendment to the above mentioned grant to allow an additional extension of the period of performance provided (originally 7/1/2021 through 12/31/2022 extended until 6/30/2023) until September 30, 2023 due to delays in securing approval from the Division of Drinking Water of a workable configuration for the meters, and back flow prevention devices. Once again, our high mountain conditions require an out-of-the-box solution to keep the back flow preventers from freezing while still remaining accessible for the required annual testing. These factors seem to have been overlooked in the original project approval process.

The following cites item from the original grant agreement, attachment D-scope of work with commentary as to the current progress to completion:

“This IS a pass through grant from Box Elder County to the East Grouse Creek Water Pipeline Co. for improvements to meet current Utah office of Environmental Quality, Division of Drinking Water regulations to the water system that serves the incorporated community of Grouse Creek, Utah in Box Elder.”

- “Replace existing w/new 8’x12’ prefab concrete structure” —**Completed and in place onsite. Modifications to pre-existing connections to system mainline are completed and ready for connection to new chlorinator system.**
- “Install 12/24 VDC Solar Power System/Battery Bank & Hydroelectric Generator to provide Heat, Ventilation, Electric to 1 new scale, Tanks, and Gas-chlorinator” — **Almost completed. One component had to be returned to manufacturer for adjustment. Anticipated completion date June 5-10.**
- “Install perimeter 280 ft. 6’ chain link fence w/gate” — **Completed**
- “Upgrade town distribution line with 25 new meters and service assemblies, 40-1” curb stops, 40 residential backflow preventers, and 6” Mainline Leak repair” —**None of this phase of the project has commenced. The theory was that this stage of the project could be most safely carried out when the “approved method of chlorination” was in place and active. Supply chain issues have been resolved and component parts are awaiting design approval from the engineer and project supervisor at UTAH DDW. The mainline leak has been assessed and will be resolved by the installation of the new meter and back flow configuration.**

Your consideration of this matter is greatly appreciated.

Sincerely,



Stan Summers, Chair  
Box Elder County Commission



Boyd Bingham  
Commissioner



Lee Perry  
Commissioner



Boyd Bingham ☐ Stan Summers ☐ Lee Perry

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COUNTY COMMISSIONERS

June 21, 2023

To Whom It May Concern:

As Box Elder County Commissioners, we are providing this letter of support for Utah State Parks to participate in the cleaning and leveling out two existing trails. One located on the south east area of the Raft Rivers and the second location is in the Ingham Pass Road. Box Elder County Commissioners give their support to Utah State Parks to use the necessary equipment to complete this project.

This project will be a valuable asset for tourism in Brigham City, Box Elder County, and Utah. If these trails are left unattended they will be determined unsafe for the public to ride.

We look forward to working with the Utah State Parks OHV program on this project as it moves forward.

Sincerely,

A handwritten signature in blue ink, appearing to read 'Stan Summers'.

Stan Summers, Chair  
Box Elder County Commission

A handwritten signature in blue ink, appearing to read 'Boyd Bingham'.

Boyd Bingham  
Commissioner

A handwritten signature in blue ink, appearing to read 'Lee Perry'.

Lee Perry  
Commissioner



Boyd Bingham ☐ Stan Summers ☐ Lee Perry

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**COUNTY COMMISSIONERS**

June 21, 2023

The Honorable Deb Haaland  
Secretary  
U.S. Department of the Interior  
1849 C Street, N.W.  
Washington DC 20240

Subject: Response letter from the Governors of Utah, Idaho, Montana, Nevada, South Dakota, and Wyoming concerning the Bureau of Land Management Proposed Rule, Conservation and Landscape Health.

Dear Secretary Haaland,

As elected officials serving Box Elder County in the state of Utah, we would like to affirm our support for the letter sent to your office from the Governors of the six states mentioned above. We concur with their concerns for this proposed rule change for "Conservation and Landscape Health". Box Elder County has a substantial amount of BLM land included inside its borders. From our vantage point here in the county, this proposed change would have a significant negative impact on many aspects that can and would affect the citizens of Box Elder County.

**CONSERVATION:**

Perhaps this seems to be one of the most misunderstood words in the English language. What we read in the newspapers and hear on television equates to a definition of nonuse. Using public lands for multiple uses stimulates the economy in many ways. Those who make a business by using the Public Lands have a great commitment to making the land be productive and useful in their native state. If those who hold leases from the BLM and use them for their business do not maintain and take care of the land, their business will not succeed. If overused and abused the lands will not produce and accomplish the goal of the leaser. These individuals have an economic reason for taking care of the land. Without the use of the land for which they pay, their business ventures will fail. Non use does not promote healthy environments. There has not been any discussion mentioned about the weed growth and overly

mature grass stands that are extremely dry and prone to fire. Land that is not used also creates a habitat for insect growth like aphids, crickets, and grasshoppers who then migrate onto neighboring private or state lands and do damage to the native grasses and in places where crops are growing. Using the land in a wise and productive way helps to control and prevent these issues mentioned.

#### **FIRE:**

Anyone who has used a BLM permit recognizes the constant threat of fire. There are many permits that are used for short seasons. An example is cattle grazing. After the cattle are moved the grass grows and matures and becomes tinder dry. When storms roll through, it takes but a small spark to create a huge fire. Some that we are aware of have burned over 200,000 acres in one fire. There has been much said about endangered species. How much danger does a wild brush fire burning hot and fast pose to endangered species. It obviously takes its toll!

#### **LAND MANAGEMENT:**

Box Elder County in the state of Utah is a large county. Most of the more densely populated area is on the very east side of the county. There are however many who live out to the west where they work to provide for their families. The county maintains road sheds and equipment in some of these communities to maintain the roads in the spring, summer and fall, and to plow snow and keep them passable in the winter. There are tourism sites to be seen and for many just seeing the beauty of the natural land is their goal. By not allowing multiple use of BLM land, you restrict any economic benefit from the land and also reduce any kind of tax revenue that might come from tourism or normal business activities that would help pay for the services rendered that the BLM land receives. Maintaining roads is a good example. Pilt payments from the Federal Government help but fall way short of covering the costs.

#### **CONSIDERATIONS:**

One thing that seems to be forgotten is that those who are closest to the challenge are the ones who have the best opportunity to solve it. We have seen many efforts by many hardworking people make the lands in Box Elder County productive not only for their business, but for wildlife species and plant species. They are the most committed environmentalists, because without their effort they will cease to be able to maintain their business and their way of life. They are working together to make good things happen. What more could the people of the United States of America want for their land. Please accept our request to deny the proposed rule change for Conservation and Landscape Health. We are already accomplishing this Box Elder County by wise management and purposeful use.

Thank You,

  
Stan Summers, Chair  
Box Elder County Commission

   
Boyd Bingham      Lee Perry  
Commissioner      Commissioner



# **Box Elder County Landfill Procter & Gamble Wastewater Project Update June 21, 2023**

**Box Elder County Landfill is located approximately 8 miles from the P&G facility.**

**It is a Class I Municipal Solid Waste landfill, and as such, we cannot accept hazardous or liquid waste.**

**P&G's mission statement is "We make everyday lives a little better". P&G is a zero waste facility and has implemented an environmental sustainability program entitled "AMBITION 2030, IT'S OUR HOME".**

**Wastewater Project: P&G and BEC entered into an agreement to allow P&G to deliver non-hazardous wastewater to the landfill. The water is unloaded into HDPE-lined storage ponds.**

**The water is then solidified and used as an Alternative Daily Cover (ADC) or sprayed over the roadways and working face to control dust.**

**Benefits of this partnership include:**

- Support of P&G's environmental sustainability initiatives**
- Reduced Carbon Footprint**
- Increased Employment Opportunities**
- Positive relationship between Box Elder County and one of our largest employers in the County.**
- Increased Revenue for Box Elder County**
- Allows us to maintain the lowest tipping fees in Utah.**

**Box Elder County Landfill  
Procter & Gamble  
Wastewater Project**

**UPDATE JUNE 21, 2023**

**Gina Nelson, Landfill Director**

## Procter & Gamble

### “Ambition 2030, It’s our Home”

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Procter & Gamble’s mission statement is

**“We make everyday lives a little better.”** They have taken this mission statement and expanded it to include environmental sustainability as a primary factor in achieving their goals.

# **Zero Waste Environmental Sustainability**

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- **Divert waste from being landfilled into a usable commodity**
- **Reduce our carbon footprint**

# Box Elder County Landfill

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- Located at Little Mountain in Tremonton, Utah
- We are a class I Municipal Solid Waste Landfill
- We DO not accept any hazardous waste or liquid waste

# What is “Leachate”?



# Wastewater Project



# Alternative Daily Cover (ADC) Materials



# Water Solidification Process



# Water Solidification Process (Continued)



# Benefits of this Project

- **TURNING A WASTE PRODUCT INTO A USABLE COMMODITY**
- **SUPPORTING PROCTER & GAMBLE'S ENVIRONMENTAL SUSTAINABILITY INITIATIVES**
- **REDUCING OUR CARBON FOOTPRINT**
- **CREATION OF NEW JOBS AND EMPLOYMENT OPPORTUNITIES**
- **INCREASED REVENUE FOR BOX ELDER COUNTY**
- **ABILITY TO MAINTAIN LOW TIPPING FEES AT THE LANDFILL**
- **SAVING SPACE IN OUR LANDFILL BY USING AN ADC**



Together with Procter & Gamble we really can make  
life “better” for all of us in Box Elder County.

**ORDINANCE NO. 582**

**AN ORDINANCE OF BOX ELDER COUNTY AMENDING THE PUBLIC NOTICE REQUIREMENTS IN THE BOX ELDER COUNTY LAND USE MANAGEMENT & DEVELOPMENT CODE AS REQUIRED BY THE STATE OF UTAH.**

**WHEREAS**, Box Elder County (hereafter "County") is a political subdivision of the State of Utah, duly organized and existing under the laws of the State of Utah; and

**WHEREAS**, Senate Bill 43 (2023) requires the County to amend and update existing public notice practices and processes to meet the requirements set forth by the Legislature; and

**WHEREAS**, the Box Elder County Planning Commission scheduled a public hearing on June 15, 2023, to hear public comment on the proposal to amend the text of the Box Elder County Land Use Management & Development code and provided notice of the public hearing by mailing notice to each affected entity at least 10 calendar days before the public hearing, and by posting it on the County's official website; and by publishing it on the Utah Public Notice Website at least 10 calendar days before the public hearing; and

**WHEREAS**, after hearing public comment, the Box Elder County Planning Commission has found and determined that the proposed text amendment is in conformity with the General Plan of Box Elder County, that the uses allowed by the proposed change are harmonious with the overall character of the existing development in the vicinity of the property, that it will not adversely affect adjacent properties, that the facilities and services intended to serve property are adequate, and will provide for the health, safety, and general welfare of the public and protect the environment; and

**WHEREAS**, based upon these findings, the Box Elder County Planning Commission has recommended that the Box Elder County Commission amend the text as has been requested; and

**WHEREAS**, the Box Elder County Commission, after appropriate notice, held a public meeting on June 21, 2023, to review and discuss this proposed amendment; and

**WHEREAS**, after reviewing and discussing, the Board of County Commissioners of Box Elder County, Utah finds that the amendment to the text as set forth in Exhibit B is in conformity with the public notice requirements of the State of Utah as outlined in U.C.A. § 63G-30-102, and will be in the best interest of the residents of Box Elder County;

**NOW THEREFORE**, the County legislative body of Box Elder County ordains as follows:

**SECTION 1: Ordinance Text Amendment.** The noticing requirements update in the Box Elder County Land Use Management & Development Code is hereby amended to read in its entirety as set forth in Exhibit A.

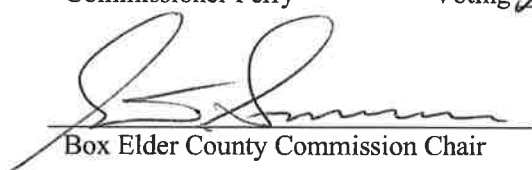
**SECTION 2: Effective Date.** This ordinance shall become effective fifteen (15) days after its passage.

**PASSED, ADOPTED AND A SYNOPSIS ORDERED PUBLISHED** this 21st day of June 2023, by the Board of County Commissioners of Box Elder County, Utah,

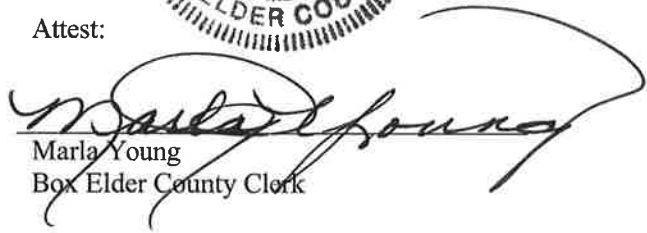


Commissioner Bingham  
Commissioner Summers  
Commissioner Perry

Voting Aye  
Voting Aye  
Voting Aye

  
Box Elder County Commission Chair

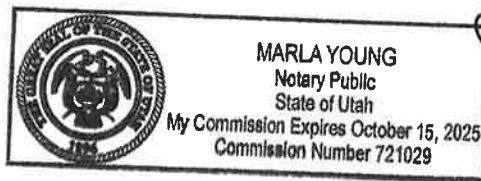
Attest:

  
Marla Young  
Box Elder County Clerk

State of Utah            )  
                                  .ss    )  
County of Box Elder    )

On this 21st day of June, 2023, personally appeared before me, the undersigned notary public, Stan Summers whose identity is personally known to me (or proved on the basis of satisfactory evidence) and who by me duly sworn (or affirm), did say he is the **Commission Chairman for Box Elder County** and said document was signed by him in behalf of said Corporation and acknowledged to me that said Corporation executed the same.

My Commission Expires: Oct 15, 2023



  
Notary Public

## **EXHIBIT A**

**2-2-050-B. Public Notice Classifications and Requirements:** Notices for applicable public hearings or public meetings shall comply with Section 63G-30-102 of the Utah Code; and more particularly:

- A. Class A Notice shall be published on the Utah Public Notice Website, the Official Box Elder County Website, and the affected area.
  - 1. If the affected area is the unincorporated area of Box Elder County, the public notice will be posted at the County building.
  - 2. If the affected area is a public street, the public notice will be posted on or adjacent to the public street.
  - 3. If the affected area is an easement, the public notice will be posted on or adjacent to the easement; or in a public location that is reasonably likely to be seen by persons who are likely to be impacted by the easement.
- B. Class B Notice shall be published on the Utah Public Notice Website, the Official Box Elder County Website, and the affected area.
  - 1. For ordinance text amendments the area directly affected shall be the unincorporated area of Box Elder County and the public notice will be posted at the County building.
  - 2. For zoning map amendments, the area directly affected shall be the parcel(s) or lot(s) that have petitioned for the amendment. The public notice will be posted on the property that has petitioned for the amendment. In addition, the private real property owner and adjacent property owners to the proposed amendment will be sent a courtesy notice.

### **2-2-070-D-4. General Plan Amendment.**

4. The County shall give a Class A notice on the proposed amendment as provided in Section 2-2-050 of this Code and Utah Code 17-27a-204 as amended.

- a. Each notice of a public hearing shall be at least ten (10) calendar days before the public hearing.
- b. Each notice of a public meeting shall be at least twenty four (24) hours before the meeting.

### **2-2-080(D3)(D4). Zoning Map and Text Amendments.**

3. The County shall give a Class A or a Class B notice on the proposed amendment as provided in Section 2-2-050 of this Code and Utah Code 17-27a-205 as amended.

- a. Each notice of a public hearing shall be mailed to each affected entity and be noticed as a Class B notice for at least ten (10) calendar days before the day of the public hearing.
- b. Each notice of a public meeting shall be at least twenty four (24) hours before the meeting and shall be published as a Class A notice.
- c. A Class B notice shall be given to the owner of private real property whose property is located within the proposed zoning map enactment or amendment at least ten (10) calendar days

before the scheduled day of the public hearing, as provided in Section 2-2-050 of this Code and Utah Code 17-27a-205-5 as amended.

- d. A Class B notice shall be given to adjacent property owners to a proposed zoning map amendment as provided in Section 2-2-050 of this Code.

4. Following the public hearing and review of the application the Planning Commission shall thereafter submit its recommendation for approval, approval with modifications, or denial thereof to the County Commission. After due consideration of the recommendation from the Planning Commission, the County Commission may approve, approve with modifications, or deny the proposed amendment in a public meeting.

#### **2-2-100(D2)(D4). Conditional Use Permits.**

2. After the application is determined to be complete, the Zoning Administrator shall give a Class A notice of a public meeting before the Planning Commission: as provided in Section 2-2-050 of this Chapter.

4. The Planning Commission shall hold a public meeting regarding the application. After due consideration the Planning Commission shall approve, approve with conditions, or deny the application if the standards of the applicable ordinances cannot be mitigated, and the approval standards set forth in Section (E) cannot be met through the imposition of conditions based on those standards.

#### **2-2-120-E-6. Site Plan Review.**

6. The Planning Commission shall give a Class A notice of a public meeting pursuant to Section 2-2-050 of this Code and after due consideration shall approve, approve with conditions, or deny the application pursuant to the standards set forth in below:

- a. Any conditions of approval shall be limited to conditions needed to conform the site plan to approval standards.
- b. In the case of a conceptual site plan for a planned development, Planning Commission approval shall not be effective unless and until a corresponding Planned Unit Development Overlay or the Planned Community Overlay zone is approved by the County Commission.

#### **2-2-130-D-2. Variances.**

2. After the application is determined to be complete, the Zoning Administrator shall give a Class A notice of a public meeting before the Hearing Officer as provided in Section 2-2- 050 of this Code.

#### **2-2-150-D-5. Nonconformities.**

5. The County shall give a Class A notice of a public meeting. After due consideration the Hearing Officer shall approve, approve with conditions or deny the application pursuant to the standards set forth in Section 2-2-150(E) of this section. Any conditions of approval shall be limited to conditions needed to conform the nonconformity, its expansion or modification to approval standards.

#### **2-2-160-D-4. Temporary Use Permit.**

4. The Planning Commission shall give a Class A notice of a public meeting regarding the application pursuant to Section 2-2-050 of this Code. After due consideration the Planning Commission shall approve, approve with conditions, or deny the application pursuant to the standards set forth in Section 2-2-160(E) of this section.

**2-2-190-D-2. Appeal of Administrative Decision.**

2. After an application is determined to be complete, the Zoning Administrator shall give a Class A notice and schedule a public meeting before the Hearing Officer as provided in Section 2-2- 050 of this Chapter. Prior to the meeting the Zoning Administrator shall transmit to the Hearing Officer all papers constituting the record of the action which is appealed.

## EXHIBIT B

**2-2-050-B. Public Notice Classifications and Requirements** ~~Required Notice of Public Hearing:~~ Notices for applicable public hearings or public meetings shall comply with Section 63G-30-102 Title 17 Chapter 27a Part 2 of the Utah Code; and more particularly:

- A. Class A Notice shall be published on the Utah Public Notice Website, the Official Box Elder County Website, and the affected area.
  - 1. If the affected area is the unincorporated area of Box Elder County, the public notice will be posted at the County building.
  - 2. If the affected area is a public street, the public notice will be posted on or adjacent to the public street.
  - 3. If the affected area is an easement, the public notice will be posted on or adjacent to the easement; or in a public location that is reasonably likely to be seen by persons who are likely to be impacted by the easement.
- B. Class B Notice shall be published on the Utah Public Notice Website, the Official Box Elder County Website, and the affected area.
  - 1. For ordinance text amendments the area directly affected shall be the unincorporated area of Box Elder County and the public notice will be posted at the County building.
  - 2. For zoning map amendments, the area directly affected shall be the parcel(s) or lot(s) that have petitioned for the amendment. The public notice will be posted on the property that has petitioned for the amendment. In addition, the private real property owner and adjacent property owners to the proposed amendment will be sent a courtesy notice.

### **2-2-070-D-4. General Plan Amendment.**

4. The County shall give a Class A notice ~~and hold a public hearing~~ on the proposed amendment as provided in Section 2-2-050 of this Code and Utah Code 17-27a-204 as amended.

- a. Each notice of a public hearing shall be at least ten (10) calendar days before the public hearing.
- b. Each notice of a public meeting shall be at least twenty four (24) hours before the meeting.

### **2-2-080(D3)(D4). Zoning Map and Text Amendments.**

3. The ~~County Planning Commission~~ shall give a Class A or a Class B notice ~~and hold a public hearing~~ on the proposed amendment as provided in Section 2-2-050 of this Code and Utah Code 17-27a-205 as amended. ~~Following the public hearing and review of the application the Planning Commission shall thereafter submit its recommendation for approval, approval with modifications, or denial thereof to the County Commission.~~

- a. Each notice of a public hearing shall be mailed to each affected entity and be noticed as a Class B notice for at least ten (10) calendar days before the day of the public hearing.
- b. Each notice of a public meeting shall be at least twenty four (24) hours before the meeting and shall be published as a Class A notice.

- c. A Class B notice shall be given to the owner of private real property whose property is located within the proposed zoning map enactment or amendment at least ten (10) calendar days before the scheduled day of the public hearing, as provided in Section 2-2-050 of this Code and Utah Code 17-27a-205-5 as amended.
- d. A Class B notice shall be given to adjacent property owners to a proposed zoning map amendment as provided in Section 2-2-050 of this Code.

4. ~~Following receipt of a recommendation from the Planning Commission, the County Commission may hold a public hearing on the application as provided in Section 2-2-050 of this Chapter and Utah Code 17-27a-205 as amended. Following the public hearing and review of the application the Planning Commission shall thereafter submit its recommendation for approval, approval with modifications, or denial thereof to the County Commission.~~ After due consideration of the recommendation from the Planning Commission, the County Commission may approve, approve with modifications, or deny the proposed amendment in a public meeting. ~~(Ordinance 392)~~

#### **2-2-100(D2)(D4). Conditional Use Permits.**

2. After the application is determined to be complete, the Zoning Administrator shall give schedule a Class A notice of a public meeting ~~hearing~~ before the Planning Commission: as provided in Section 2-2-050 of this Chapter.

4. The Planning Commission shall hold a public meeting ~~hearing~~ regarding the application. After due consideration the Planning Commission shall approve, approve with conditions, or deny the application if the standards of the applicable ordinances cannot be mitigated, and the approval standards set forth in Section (E) cannot be met through the imposition of conditions based on those standards.

#### **2-2-120-E-6. Site Plan Review.**

6. The Planning Commission shall give a Class A notice of ~~hold a public meeting pursuant to Section 2-2-050 of this Code and after due consideration shall approve, approve with conditions, or deny the application pursuant to the standards set forth in below:~~

- a. Any conditions of approval shall be limited to conditions needed to conform the site plan to approval standards.
- b. In the case of a conceptual site plan for a planned development, Planning Commission approval shall not be effective unless and until a corresponding Planned Unit Development Overlay or the Planned Community Overlay zone is approved by the County Commission.

#### **2-2-130-D-2. Variances.**

2. After the application is determined to be complete, the Zoning Administrator shall give a Class A notice of ~~schedule a public meeting before the Hearing Officer as provided in Section 2-2-050 of this Code.~~

#### **2-2-150-D-5. Nonconformities.**

5. The County shall give a Class A notice of a public meeting. ~~The Hearing Officer shall hold a public meeting and After due consideration~~ the Hearing Officer shall approve, approve with conditions or deny

the application pursuant to the standards set forth in Section 2-2-150(E) of this section. Any conditions of approval shall be limited to conditions needed to conform the nonconformity, its expansion or modification to approval standards.

**2-2-160-D-4. Temporary Use Permit.**

4. The Planning Commission shall give a Class A notice of ~~hold a public meeting hearing~~ regarding the application pursuant to Section 2-2-050 of this Code. After due consideration the Planning Commission shall approve, approve with conditions, or deny the application pursuant to the standards set forth in Section 2-2-160(E) of this section.

**2-2-190-D-2. Appeal of Administrative Decision.**

2. After an application is determined to be complete, the Zoning Administrator shall give a Class A notice and schedule a public meeting before the Hearing Officer as provided in Section 2-2- 050 of this Chapter. Prior to the meeting the Zoning Administrator shall transmit to the Hearing Officer all papers constituting the record of the action which is appealed.