

**MINUTES  
BOX ELDER COUNTY COMMISSION  
AUGUST 14, 2024**

The Board of County Commissioners of Box Elder County, Utah met in an Administrative/Operational Session at the County Courthouse, 01 South Main Street in Brigham City, Utah at 11:15 a.m. on **AUGUST 14, 2024**. The following members were present:

Lee Perry	Chairman
Boyd Bingham	Commissioner
Stan Summers	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 11:22 a.m.

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

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

The prayer was offered by Commissioner Bingham.

The Pledge of Allegiance was led by Deputy Attorney Anne Hansen.

**APPROVAL OF MINUTES**

**THE MINUTES OF THE REGULAR MEETING OF AUGUST 1, 2024 WERE APPROVED AS WRITTEN ON A MOTION BY COMMISSIONER BINGHAM, SECONDED BY COMMISSIONER SUMMERS AND UNANIMOUSLY CARRIED.**

**ATTACHMENT NO. 1 - AGENDA**

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

**Public Comment Period - Chairman Perry**

Chairman Perry addressed some of the items mentioned in former public comment periods. He said we hear the comments given by the citizens. He pointed out that the minutes are an abbreviated version of what happens in the meeting. He stated election laws are not left up to the county as it is a legislative issue which the county abides by. He stated the Commission is grateful when things are brought to their attention such as a nuisance of barking dogs and zoning issues. He said they appreciate the comments given in the public comment period as they are beneficial to the Commission. If someone wants more information they may contact the Clerk's Office for information.

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

**Generators- Codey Illum**

Chairman Perry explained in the last meeting they passed to have generators be placed in different locations and placed a hold on the one for the county courthouse.

I.T. Director Keith Keller, along with Chief Building Official Codey Illum stated in order to get the critical servers out of the courthouse, they have two locations that could be a possibility. One location would be the building that houses their office but some new fiber would need to be run. Another option would be the Justice Court building and it is already on the same fiber ring that the courthouse is on. They would not have to buy additional bandwidth, but would have to purchase back up batteries and additional switches. They stated there would be costs for the heavy duty switches, battery backups, and contract with someone to move the storage area network. They estimated approximately \$30,000.00.

**MOTION:** Commissioner Summers made a motion to adjust the budget that was going to be used for a generator to be used for the described option instead. The motion was seconded by Commissioner Bingham and unanimously carried on a roll call vote of Chairman Perry voting Yea, Commissioner Bingham voting Yea, and Commissioner Summers voting Yea.

**EMERGENCY MANAGEMENT ISSUES**

There were no Emergency Management Issues discussed.

**ARPA/LATCF**

There were no ARPA/LATCF items discussed.

**BOX ELDER COUNTY EMPLOYEE RECOGNITION**

Chairman Perry read two nominations recognizing the County Clerk's Office. The nomination letters recognized the ladies of the Clerk's Office for their dedication and hard work with the fair and rodeo. They described the long lines of people wanting rodeo tickets and the professional way the office handled problems and the public while still accomplishing their regular tasks of the office such as marriage licenses, passports, and elections. The Commissioners presented the Clerk's Office with a certificate.

**PUBLIC INTERESTS / PRESENTATIONS / CONCERNS**

***Report on how the Box Elder Broadband Project is Progressing and Discuss Additional Funding to Supplement the Project-Brian Carver***

Brian Carver of Bear River Association of Governments and Craig Stephens of Beehive Broadband provided an update on the Box Elder Broadband Project. They said the county applied for a grant in 2021 for rural communities. They reported that five communities are almost 100% built out. They reported that the cost of materials has increased substantially and are projected to exceed the original cost. They said they are looking for additional funds and if not able to get additional funding, the state is asking to reduce the amount of work done and subsequently they will lose some of the state money that has been contracted to Box Elder County. If the county can not provide a certain amount of matching funds of the total project costs, then the state will not provide any additional disbursements. The 25% match for the county would be roughly \$650,000.00 and \$220,000.00 to match what has been done in the last couple of months. They said the state would like a decision within the next couple of weeks.

Commissioner Summers stated his biggest concern is that if this part does not get finished, none of the communities will be eligible for the new funding. He acknowledged that Beehive Broadband has done a lot for free. He suggested using money from the RDA Economic Development Fund.

Chairman Perry stated they would like to take the information under advisement and would need to put it on an agenda in an RDA meeting.

**MOTION:** Commissioner Bingham made a motion to move into an RDA meeting. The motion was seconded by Commissioner Summers and an RDA meeting was opened.

**Thank the Commissioners for Their Peach Days Support-Monica Holdaway**

Box Elder Chamber of Commerce Executive Director Monica Holdaway presented the Commissioners with Peach Days memorabilia. She gave logistical details and informed the Commissioners of events and promotions. She said “Picture Perfect Peach Days” is the theme. She reported the Grand Marshals are Clark and Shelley Davis and the Jr. Grand Marshal is Rachel Rasmussen.

**Request for two new Library Board Members, Eva Petersen from Beaver Dam, and Kellie Ward Kunzler from Park Valley-Heather Nelson**

Heather Nelson of the Bookmobile stated they are replacing Rod McGarry on the Library Board. She said he has served for eight years. She recommended Eva Petersen of Beaver Dam to fill that position. She stated they have had a vacancy for a while and recommended Kellie Ward Kunzler of Park Valley to fill that position.

**MOTION:** Commissioner Summers made a motion to appoint Eva Petersen and Kellie Ward Kunzler to the Library Board. The motion was seconded by Commissioner Bingham and unanimously carried on a roll call vote of Chairman Perry voting Yea, Commissioner Bingham voting Yea, and Commissioner Summers voting Yea.

**Purchase Property from County to use for Farm Land for the Community-Cipriano Lopez**

Cipriano Lopez Jr of Bear River City stated he is looking for property to use as a community farm. He explained his vision of a business partnership to help people who need assistance.

The Commissioners gave some recommendations such as working with Habitat for Humanity and Bear River Association of Governments to see how he may be able to help and to talk to the Community Development Department to see what properties may come up for lease.

**Approval for Annexation Island in Willard-Bob Davis**

Bob Davis of Willard explained he is going through the annexation process to annex property into Willard City. He explained the annexation will create an island. He stated his primary objective to create a memorial park for his late wife and the county doesn't have a parks department.

Deputy Attorney Anne Hansen stated under state statute, annexations that will create an island need to have authority of the elected body agreeing to the creation of an island.

**MOTION:** Commissioner Summers made a motion to approve the Bob Davis annexation leaving an island in the unincorporated area of the county. The motion was seconded by Commissioner Bingham and unanimously carried on a roll call vote of Chairman Perry voting Yea, Commissioner Bingham voting Yea, and Commissioner Summers voting Yea.

**Approval for Annexation Island in Willard-Nathan Rose**

Nathan Rose of Willard explained he is also going through the process to annex into Willard City and by doing so will leave an island in the unincorporated area.

**MOTION:** Commissioner Summers made a motion to approve the Nathan Rose annexation leaving an island in the unincorporated area of Box Elder County. The motion was seconded by Commissioner Summers and unanimously carried on a roll call vote of Chairman Perry voting Yea, Commissioner Bingham voting Yea, and Commissioner Summers voting Yea.

**Approval for Annexation Island in Willard-Brian Robbins**

Brian Robbins stated he is wanting to annex property into Willard City. It is for a housing development. The annexation will leave an island.

**MOTION:** Commissioner Bingham made a motion to approve the annexation island for Brian Robbins. The motion was seconded by Commissioner Summers and unanimously carried on a roll call vote of Chairman Perry voting Yea, Commissioner Bingham voting Yea, and Commissioner Summers voting Yea.

**ASSESSOR'S OFFICE**

**Nucor is Seeking Forgiveness on Penalty and Interest on Personal Property Tax-Tyler Godfrey**

Tyler Godfrey of NUCOR Building Systems explained a lot of their leadership is in different areas of the country and they have had a high amount of turnover of employees. One disadvantage of this problem is they missed the payment of their personal property taxes. He said the tax has now been paid and asked for a waiver of penalties and interest. He said they have taken measures to ensure it won't happen in the future. The amount owed in penalties and interest is \$9,800.00.

Assessor Rodney Bennett gave background on when notices and reminders were sent. He gave a history of their statement filings as well as not reporting additions or deletions of personal property in 2023. They were late in 2022 and in 2019. He said with them not filing, state law requires them to make an estimate.

Commissioner Bingham understands the challenge of running a business and he expressed appreciation for NUCOR being in the county. If someone isn't paying on time they pay a penalty, it puts him in a hotspot to grant a waiver. He suggested going back and paying the penalties on an adjusted amount.

Commissioner Summers stated NUCOR does a lot for the county and they pay a lot of taxes and he feels they should waive the penalties.

**MOTION:** Commissioner Summers made a motion to waive the penalties and interest. The motion failed for a lack of a second.

**MOTION:** Commissioner Bingham made a motion to deny the waiver of penalties and interest and work with the Assessor and Treasurer to figure out the adjusted amount. The motion was seconded by Chairman Perry. The motion carried on a roll call vote of Chairman Perry voting Yea, Commissioner Bingham voting Yea, and Commissioner Summers voting Nay.

**ATTORNEY'S OFFICE**

**Contract #24-34 for Public Defense Services for the District Court-Logan Bushell-Mike McGinnis**

Public Defender Manager Mike McGinnis explained Contract #24-34 is for a new public defender for the district court. He explained the attorney will be a good addition as he is an experienced attorney.

**MOTION:** Commissioner Bingham made a motion to approve Contract #24-34. The motion was seconded by Commissioner Summers and unanimously carried on a roll call vote of Chairman Perry voting Yea, Commissioner Bingham voting Yea, and Commissioner Summers voting Yea.

**ATTACHMENT NO. 2- Contract #24-34**

**Interlocal Agreement #24-35 with Weber County for Forensic Social Worker Services as Part of the Public Defense Grant-Mike McGinnis**

Public Defender Manager Mike McGinnis explained Interlocal Agreement #24-35 is with Weber County as part of a pilot program for a Forensic Social Worker for two years.

**MOTION:** Commissioner Summers made a motion to approve Agreement #24-35. The motion was seconded by Commissioner Bingham and unanimously carried on a roll call vote of Chairman Perry voting Yea, Commissioner Bingham voting Yea, and Commissioner Summers voting Yea.

**ATTACHMENT NO. 3 - Agreement #24-35**

**AUDITOR'S OFFICE**

**Updated Fleet Policy and Associated Forms - Section 15 of the Employee Handbook-Shirlene Larsen**

Auditor Shirlene Larsen stated with the help of the Attorney's Office they have a final version of the fleet policy. It will go into effect October 1, 2024.

**MOTION:** Commissioner Bingham made a motion to approve the updated fleet policy and associated forms. The motion was seconded by Commissioner Summers and unanimously carried on a roll call vote of Chairman Perry voting Yea, Commissioner Bingham voting Yea, and Commissioner Summers voting Yea.

**Special Exemption for Personal use of County Vehicles for the following Positions: Fire Marshall, Sheriff, Deputy Sheriff, Jail Commander, Lieutenants, Detective Sergeant, On-call Detective-Shirlene Larsen**

Auditor Shirlene Larsen explained they need to approve a special exemption of personal use of county vehicles for particular departments. These positions will require an insurance waiver and agreement for family members.

**MOTION:** Commissioner Summers made a motion to approve the special exemption for personal use for the Fire Marshal, Sheriff, Deputy Sheriff, Jail Commander, Lieutenants, Detective Sergeant, and on-call detective. The motion was seconded by Commissioner Bingham and unanimously carried on a roll call vote of Chairman Perry voting Yea, Commissioner Bingham voting Yea, and Commissioner Summers voting Yea.

**COMMISSIONERS**

**Inland Port Project Area Resolution #24-10-Shawn Milne**

Shawn Milne of Bear River Association of Governments Economic Development stated the Commission entered into an agreement with the Inland Port and created the Golden Spike Project Area. It created three non-contiguous zones. He stated Resolution #24-10 creates an amendment to add parcels. He said he is hoping for discussion on how the Commission would like to proceed. He explained where some areas are that would be part of the Inland Port. Some are within city limits and some are in the unincorporated area. New maps have been drawn.



Deputy Attorney Anne Hansen stated some parcels are in an existing RDA, so the county cannot double tax. The county will need to research and find out the status of the project RDA's and find out if we can release the RDA's.

**Annual Review of Rural County Grant Program-Shawn Milne**

Shawn Milne of Bear River Association of Governments stated that last year the county applied for a Rural County Grant and put together the CEO Board. The deadline this year for the grant has been moved up. The board has met and their recommendation was \$75,000.00 be used for small business grants and \$55,000.00 be used for infrastructure.

**MOTION:** Commissioner Bingham made a motion to approve the annual Rural Grant Program as recommended by the CEO Board using \$75,000.00 for small business grants and \$55,000.00 for infrastructure. The motion was seconded by Commissioner Summers and unanimously carried on a roll call vote of Chairman Perry voting Yea, Commissioner Bingham voting Yea, and Commissioner Summers voting Yea.

**Resolution #24-11 to Impose 0.3% Local Option Sales Tax for Public Safety-Stephen Hadfield**

Chairman Perry explained the legislature has allowed the counties to impose up to 0.3% local option tax for Public Safety. Box Elder County has seen a significant increase in an ongoing need of public safety funding in order to adequately protect the health, safety, and welfare of the residents of Box Elder County. He explained Resolution #24-11 authorizes the county to impose the local option sales tax.

**MOTION:** Commissioner Bingham made a motion to approve Resolution #24-11. The motion was seconded by Commissioner Summers and unanimously carried on a roll call vote of Chairman Perry voting Yea, Commissioner Bingham voting Yea, and Commissioner Summers voting Yea.

**ATTACHMENT NO. 4 - Resolution #24-11**

## **COMMUNITY DEVELOPMENT**

### **Public Hearing for the Godfrey Road Vacate-Scott Lyons**

County Planner Destin Christiansen explained the public hearing is to hear input on vacating an alleyway in Riverside. He explained the old Riverside plat included alleyways. The alleyway is 18 feet and is not used as a road but for private property purposes. A public hearing was held at the Planning Commission level in June and the Planning Commission has forwarded a recommendation for approval.

Chairman Perry opened the public hearing.

**MOTION:** Commissioner Summers made a motion to close the public hearing. The motion was seconded by Commissioner Bingham and the hearing was closed.

**MOTION:** Commissioner Summers made a motion to direct staff to prepare the necessary ordinance for the vacate. The motion was seconded by Commissioner Bingham and unanimously carried on a roll call vote of Chairman Perry voting Yea, Commissioner Bingham voting Yea, and Commissioner Summers voting Yea.

## **BUILDINGS & GROUNDS**

### **Bids for Fairgrounds Restroom Remodel-Codey Illum**

Chief Building Official Codey Illum stated they received bids for the restroom remodel at the fairgrounds. He said CS Construction of Farr West was the lowest bidder. He said they budgeted \$350,000.00 for the remodel and it was bid at \$261,924.00.

**MOTION:** Commissioner Bingham made a motion to award the bid for the fairgrounds restroom remodel to CS Construction. The motion was seconded by Chairman Perry. The motion carried on a two to one vote of Chairman Perry voting Yea, Commissioner Bingham voting Yea, and Commissioner Summers voting Nay.

**PUBLIC COMMENT PERIOD**

Chairman Perry explained the rules for the Public Comment Period.

**DeAnna Hardy of Brigham City** stated the Box Elder Committee of Liberty opposes the implementation of a free speech area at the county fair . She said the first amendment is being violated by having a free speech zone. She said a Republic government protects each citizen's freedom of speech. Free speech is vital and when the previous Commissioners shut down public comment period, it shut down the voice of the people and it was also a tyrannical decision and should never have been allowed to happen. She said she is grateful it has been restored. She was recently told by Commissioner Bingham that he did not need to listen to her. She said her reply was that he did need to listen to her as he is her representative. It is troubling that those who are with socialist, fascist, and marxist programs are listened to, but citizens who stand against the programs are not listened to. She stated each elected official should stay within the boundaries of the constitution and not run a government corporation.

**Lana Fannesbeck of Honeyville** said she has a degree in computer science and is a software developer. She says she knows about remote access to data. In 2022 she was a poll watcher and observed both the counting of the mail in and drop box ballots. As well as in person voting on election day. As she observed, she asked if the machines were connected to the internet and was assured they were not. She said it was interesting that her very low end android phone could receive updates in the same room without being connected to the internet yet everyone felt confident in the extremely expensive machines because they were not connected to the buildings wi-fi. She hopes that as elected officials that they have at least witnessed the logic and accuracy test of the machines before believing they are safe and secure. She said that could be incredibly naive and they should consider that the machine could be updated with replacement software as soon as you walked out of the room. She said different code could be run on November 5th to change votes for someone's party. She asked if they were taking someone else's word for the security of the votes as their promises are unprovable. She asked for hand counting of the ballots to witnesses that can ensure the vote is accurate.

**WARRANT REGISTER – COMMISSIONERS**

The Warrant Register was signed and the following claims were approved: Claim numbers 124369 through 124421 in the amount of \$901,413.68.

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

Employee Name:	Department:	PA Type:	Effective Date:
FORSBERG, JACK	FAIRGROUNDS	VOLUNTEER	08/14/2024
GREEN, MATTHEW	SHERIFF'S OFFICE	SEPARATION	08/11/2024
JENSEN, CARL	LANDFILL	NEW HIRE	08/05/2024
ZITO, HAYDEN	SHERIFF'S OFFICE	NEW HIRE	08/04/2024
GIBSON, BENJAMIN	CLERK	NEW HIRE	08/21/2024
SOUTHWICK, BYRON	ATTORNEY'S OFFICE	CELL PHONE ALLOWANCE	07/01/2024
PURRINGTON, RICK	SEARCH AND RESCUE	VOLUNTEER	08/14/2024
STEPHENS, CAROL	FAIRGROUNDS	VOLUNTEER	08/14/2024
OYLER, KRYS	FAIRGROUNDS	VOLUNTEER	08/14/2024
RICHARDS, CODY	FIRE	VOLUNTEER	08/14/2024
CRAGUN, BRYSON	WEED DEPARTMENT	SEPARATION	08/15/2024

**CLOSED SESSION**

There was not a closed session.

**ADJOURNMENT**

A motion was made by Commissioner Summers to adjourn. Commissioner Bingham seconded the motion, and the meeting adjourned at 1:30 p.m.

**ADOPTED AND APPROVED** in regular session this 18th day of September 2024.


  
\_\_\_\_\_  
Lee Perry, Chairman

  
\_\_\_\_\_  
Boyd Bingham, Commissioner

\_\_\_\_\_  
Stan Summers, Commissioner



ATTEST:

  
\_\_\_\_\_  
Marla R. Young, Clerk



## COUNTY COMMISSION MEETING

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

Wednesday, August 14, 2024 at 11:30 AM

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### AGENDA

**NOTICE:** *Public notice is hereby given that the Box Elder County Board of County Commissioners will hold an Administrative/Operational Session commencing at 11:15 A.M. and a regular Commission Meeting commencing at 11:30 A.M. on Wednesday August 14, 2024 in the Commission Chambers of the Box Elder County Courthouse, 01 South Main Street, Brigham City, Utah.*

**1. ADMINISTRATIVE / OPERATIONAL SESSION**

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

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

- A. Invocation Given by: Commissioner Bingham
- B. Pledge of Allegiance Given by: County Attorney Stephen Hadfield
- C. Approve Minutes from August 1, 2024

**3. COMMISSIONER COMMENTS**

**4. ADMINISTRATIVE REVIEW / REPORTS / FUTURE AGENDA ITEMS**

**5. FORMER AGENDA ITEMS**

**6. EMERGENCY MANAGEMENT ISSUES**

**7. ARPA/LATCF**

**8. BOX ELDER COUNTY EMPLOYEE RECOGNITION**

**9. PUBLIC INTERESTS / PRESENTATIONS / CONCERNS**

- A. 11:40 Report on how the Box Elder Broadband Project is Progressing and Discuss Additional Funding to Supplement the Project-Brian Carver
- B. 11:50 Thank the Commissioners for Their Peach Days Support-Monica Holdaway
- C. 11:55 Request for two new Library Board Members, Eva Petersen from Beaver Dam, and Kellie Ward Kunzler from Park Valley-Heather Nelson
- D. 11:59 Purchase Property from County to use for Farm Land for the Community-Cipriano Lopez
- E. 12:09 Approval for Annexation Island in Willard-Bob Davis
- F. 12:13 Approval for Annexation Island in Willard-Nathan Rose
- G. 12:15 Approval for Annexation Island in Willard-Brian Robbins

**10. ASSESSOR'S OFFICE**

- A. 12:17 Nucor is Seeking Forgiveness on Penalty and Interest on Personal Property Tax-Tyler Godfrey

**11. ATTORNEY'S OFFICE**

- A. 12:22 Contract #24-34 for Public Defense Services for the District Court-Logan Bushell-Mike McGinnis
- B. 12: 25 Interlocal Agreement #24-35 with Weber County for Forensic Social Worker Services as Part of the Public Defense Grant-Mike McGinnis

**12. AUDITOR'S OFFICE**

- A. 12:30 Updated Fleet Policy and Associated Forms - Section 15 of the Employee Handbook-Shirlene Larsen
- B. 12:33 Special Exemption for Personal use of County Vehicles for the following Positions: Fire Marshall, Sheriff, Deputy Sheriff, Jail Commander, Lieutenants, Detective Sergeant, On-call Detective-Shirlene Larsen

**13. COMMISSIONERS**

- A. 12:35 Inland Port Project Area Resolution #24-10-Shawn Milne
- B. 12:40 Annual Review of Rural County Grant Program-Shawn Milne
- C. 12:45 Resolution #24-11 to Impose 0.3% Local Option Sales Tax for Public Safety-Stephen Hadfield

**14. COMMUNITY DEVELOPMENT**

- A. 12:47 Public Hearing for the Godfrey Road Vacate-Scott Lyons

**15. BUILDINGS & GROUNDS**

- A. 12:57 Bids for Fairgrounds Restroom Remodel-Codey Illum

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

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

**17. WARRANT REGISTER**

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

**19. CLOSED SESSION**

**20. ADJOURNMENT**

Prepared and posted this 9th day of August, 2024. Mailed to the Box Elder News Journal and the Leader on the 9th of August, 2024. These assigned times may vary depending on the length of discussion,

cancellation of scheduled agenda times and agenda alteration. Therefore, the times are estimates of agenda items to be discussed. If you have any interest in any topic you need to be in attendance at 11:30 a.m.

A handwritten signature in black ink, reading "Marla R. Young". The signature is fluid and cursive, with the first name "Marla" being the most prominent part.

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.



**BOX ELDER COUNTY**  
**AGREEMENT FOR INDIGENT LEGAL SERVICES**  
**PUBLIC DEFENDER CONTRACT**

THIS AGREEMENT made and entered into this **12<sup>th</sup> day August 2024**, by and between Box Elder County and **Logan Bushell**, hereinafter referred to as “Public Defender.”

WHEREAS, Box Elder County has the responsibility to provide legal representation to each person who is entitled to legal representation in matters pending in Box Elder County and who has been determined by the appropriate court to be indigent; and

WHEREAS, under Title 77, Chapter 32, Utah Code Annotated, 1953, as amended, Box Elder County may contract with a “defense services provider” to provide the legal representation so prescribed; and

WHEREAS, Public Defender is an attorney and is a member of the Utah State Bar Association in good standing admitted to practice law before the courts of the State of Utah; and

WHEREAS, Public Defender is willing to be supervised by and comply with the directives of the Public Defender Manager for Box Elder County (“Managing Defender”) who supervises all attorneys contracting with Box Elder County to represent indigent clients; and

WHEREAS, Public Defender is willing to represent indigent clients entitled to representation provided by Box Elder County, as well as in cases in which other legal defenders retained by Box Elder County have a conflict of interest.

NOW THEREFORE, in consideration of the mutual covenants and promises contained hereafter, the parties hereto agree as follows:

**1) Oversight by the Managing Defender:** Public Defender agrees to be supervised and monitored by the Managing Defender, or their designee, and comply with the following:

- a. To accept the supervision, assignment, and review of Public Defender's work as a Legal Defender by the Managing Defender.
- b. To meet regularly with the Managing Defender and other contract Legal Defenders and review caseload information and appointment of counsel to clients.
- c. To cooperate with the Managing Defender to resolve complaints which have been made against Public Defender for work performed under this Agreement and to identify potential conflicts or complaints that persons may have against contracted Legal Defenders.
- d. To comply with any system developed by Managing Defender for the collection of data and information related to open and closed files of Public Defender that relate to work performed under this Agreement. At a minimum, closed files shall be maintained by Public Defender for a period of 24 months after a case is closed.
- e. To provide indigent clients a copy of the discovery for their cases in a timely manner in keeping with applicable rules, regulations, policies, and statutes.
- f. To cooperate with and assist the Managing Defender in complying with the Indigent Defense Grant requirements, which includes but is not limited to, providing information on caseloads and new client appointments.
- g. To cooperate with and assist the Managing Defender and other Public Defenders to provide competent representation to all indigent clients,

including coverage of cases for other Legal Defenders when the need arises due to conflicts of interests or scheduling conflicts. Any such representation will be at no additional cost to Box Elder County unless agreed upon by Box Elder County.

- 2) **Compensation and term:** The terms of this Agreement shall be from August 15, 2024, through August 16, 2026. (Twenty-Four Months). Box Elder County agrees to pay the Public Defender a monthly flat fee of **\$7,720.00 (\$92,640 annually)**. Box Elder County shall make monthly payments to the Public Defender after an invoice has been submitted by the Public Defender. The Public Defender shall also be compensated at \$75 per hour for each hour of trial after the first full day of trial in any felony case. (Court-room time only, no preparation).
- 3) **Services provided:** This agreement is mainly to provide indigent defense in district court. However, the Public Defender may be required to cover matters in drug court, mental health courts, justice court, juvenile delinquency, and parental defense. Including appearance at all initial appearances, arraignments, preliminary hearings, other related hearings, trials, and any other proceedings contemplated by this agreement. The Public Defender agrees to comply with all ethical and legal standards required by law and the rules of professional conduct.
- 4) **Accessibility & Jail Visits:** The Public Defender shall make reasonable efforts to visit indigent clients at the earliest possible moment who are incarcerated in the Box Elder County Jail, admitted to a hospital, or otherwise confined; return telephone calls to indigent clients as soon as possible; and be reasonably accessible to all indigent clients. It is understood and agreed that accessibility to indigent clients is an integral consideration in the making of this agreement and therefore the Public Defender agrees to be available and accessible to indigent clients

reasonably in advance of any hearing or trial.

- 5) Qualifying Indigents:** It is understood and agreed that this Agreement covers legal representation for indigent persons. The parties agree that except for early consultations with potential clients, the Public Defender shall not act in any case until:
- a. An executed affidavit of financial status in a form acceptable to Box Elder County has been filed with the court.
  - b. The court has reviewed the affidavit and considered any other pertinent information.
  - c. The court has deemed the applicant to be qualified as an indigent and entitled to services under the laws of the State of Utah and therefore under this Agreement; and
  - d. The court has made the actual appointment on the record of a Public Defender for the applicant indigent in accordance with the criteria established by the court for
- 6) Non-Indigent Clients:** Nothing in this agreement shall prevent the Public Defender from representing non-indigent defendants in criminal cases or in other matters in Box Elder County. However, the Public Defender may not, during the term of this Agreement, file any cause of action or claim against Box Elder County, on behalf of another, which does not arise from and pertains to services provided under this Agreement.
- 7) Conflicts of Interest and/or Inability to Represent:** In the event of a conflict of interest, inability, or other circumstances such that the Public Defender is not able to represent an indigent person or appointed client, substitute counsel may be assigned by the Managing Defender exhausting all current contracted Public Defenders, after which substitute counsel may be retained by Box Elder County

and appointed by the court.

- 8) Payment of Expenses:** In addition to the compensation provided in this contract for legal representation, Box Elder County agrees to pay all necessary defense resources required by law or as may be otherwise ordered by the court. Appropriate defense resources shall include, but shall not be limited to, investigator fees, laboratory costs, transcripts, and defense witness fees.
- a. The Public Defender hereby agrees to use their best efforts to minimize the cost and expense while at the same time providing such defense resources as are necessary to provide effective representation.
  - b. The Public Defender shall be reimbursed for expenses incurred for specific indigent defendants for long distance telephone calls, travel and mileage for out-of-Box Elder County travel (upon approval by the Managing Defender). Otherwise, the Public Defender shall be responsible to provide and pay for clerical, secretarial, other staff employees, their own office space, supplies, utilities, and materials necessary to provide and support the legal representation required to be provided under this Agreement.
- 9) Employment Status/Liability:** Neither the Public Defender nor any of their staff, employees, or agents is (or are to be considered) employees of Box Elder County. The Public Defender acknowledges that neither they nor any staff, employees, or agents shall be covered by or entitled to Box Elder County worker's compensation, insurance, retirement, pension, or other employee programs or benefits. The Public Defender will be acting in all respects as an independent contractor. Box Elder County will in no way be liable for, or on account of, the conduct, negligence, or admissions of the Public Defender or their agents, employees, or staff. Likewise, the Public Defender will in no way be liable for the conduct of the Box Elder County Attorney's Office and staff. The Public Defender will maintain their own professional malpractice insurance in

effect through the term of this agreement.


- 10) **Current Cases:** It is understood and agreed that the services contemplated by this Agreement include representation of those indigent persons currently receiving legal services pursuant to prior agreements for indigent legal services between Box Elder County and prior conflict defense services providers.
- 11) **Transition upon Non-Renewal of Contract:** In the event this Agreement is not renewed or adequately funded for subsequent terms by Box Elder County or in the event this Agreement is terminated by either party or by operation of law:
  - a. Public Defender agrees to cooperate with any successor(s). This may include filing any timely pleadings for withdrawal and the delivery of all applicable files, information, and material to their successor(s).
  - b. All matters pending at that time shall become the responsibility of the subsequently appointed public defender, subject to the approval of the court.
- 12) **Right to Terminate:** This Agreement may be terminated, with or without cause, by either party upon sixty days (60) written notice to the Managing Defender.
- 13) **Non-Assignability:** This Agreement may not be assigned by the Public Defender to any other attorney without the specific written approval of Managing Defender.
- 14) **Governing Laws:** This agreement is governed by the state of Utah. Any disputes arising under or in connection with this agreement shall be resolved in accordance with the laws of the State of Utah.
- 15) **Satisfactory Performance:** The Public Defender shall be notified in writing by the Managing Defender if there is any practice or event that constitutes less than

satisfactory performance. If the Public Defender fails to correct any practice or event that constitutes less than satisfactory performance, Box Elder County has the right to immediately terminate this agreement by written notice.

- 16) **Amendment:** This Agreement may be amended any time by mutual agreement of the parties, provided that before any amendment is operative or valid, it shall be reduced to writing, and signed by the parties, approved as to form by each party's attorneys, and meet any other applicable requirements of law.
  
- 17) **Severability:** Should any provision of this Agreement be found invalid or unenforceable by any court of competent jurisdiction, such nullity or unenforceability shall be limited to those provisions. All other provisions herein not affected by such nullity or unenforceability shall remain valid and binding and shall be enforceable to the full extent allowed by law.
  
- 18) **Entire Agreement:** This Agreement constitutes the complete and entire agreement between the parties. There are no oral agreements, understandings, promises, or representations between the parties affecting this Agreement. This Agreement may not be modified or altered except by amendment as indicated in this Agreement.

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

Logan Richard Bushell  
PUBLIC DEFENDER


  
MICHAEL MCGINNIS  
MANAGING DEFENDER

August 12, 2024  
DATE

August 14, 2024  
DATE

Lee Perry  
LEE PERRY  
BOX ELDER COUNTY COMMISSION

8-14-24  
DATE

ATTEST:   
Marla Young  
MARLA YOUNG  
BOX ELDER COUNTY CLERK

8-14-2024  
DATE

APPROVED AS TO FORM:

Anne K. Hansen  
ANNE K. HANSEN  
BOX ELDER COUNTY CHIEF DEPUTY  
ATTORNEY

8/13/2024  
DATE

Signature: Logan R. Bushell  
Logan R. Bushell (Aug 13, 2024 09:23 MD)

Email: [logan@bwlegaladvocates.com](mailto:logan@bwlegaladvocates.com)









# (word) BOX ELDER Public Defender Contract

Final Audit Report

2024-08-13

Created:	2024-08-12
By:	Shannon Demler (demlerlaw@gmail.com)
Status:	Signed
Transaction ID:	CBJCHBCAABAAKY3JUSsNxPSWCMgL1iCc-GDr4g8y1c-

## "(word) BOX ELDER Public Defender Contract" History

-  Document created by Shannon Demler (demlerlaw@gmail.com)  
2024-08-12 - 9:39:17 PM GMT- IP address: 65.141.111.66
-  Document emailed to logan@bwlegaladvocates.com for signature  
2024-08-12 - 9:40:15 PM GMT
-  Email viewed by logan@bwlegaladvocates.com  
2024-08-12 - 10:16:19 PM GMT- IP address: 104.28.48.215
-  Signer logan@bwlegaladvocates.com entered name at signing as Logan R. Bushell  
2024-08-13 - 3:22:59 PM GMT- IP address: 24.2.65.176
-  Document e-signed by Logan R. Bushell (logan@bwlegaladvocates.com)  
Signature Date: 2024-08-13 - 3:23:01 PM GMT - Time Source: server- IP address: 24.2.65.176
-  Agreement completed.  
2024-08-13 - 3:23:01 PM GMT

**INTERLOCAL AGREEMENT FOR THE PROVISION  
OF FORENSIC SOCIAL WORK SERVICES**

This agreement is entered into by and between Weber County, a political subdivision of the State of Utah, and Box Elder County, a political subdivision of the State of Utah.

**RECITALS**

**WHEREAS**, Title 11, Chapter 13 of the Utah Code, commonly known as the Interlocal Cooperation Act, authorizes public agencies to enter joint agreements for their mutual benefit; and

**WHEREAS**, the parties hereto are public agencies as defined by the Interlocal Cooperation Act; and

**WHEREAS**, pursuant to the Indigent Defense Act, as set forth in Title 78B, Chapter 22 Utah Code Ann., the parties have the responsibility to provide legal counsel to every indigent person who faces the substantial probability of deprivation of his or her liberty; and

**WHEREAS**, Weber County has created a Forensic Social Work Division that operates to assist attorneys in the Weber Public Defender Group by helping connect defendants with appropriate services within the community, assisting with competency, assisting with mitigation for defendants, and other similar services; and

**WHEREAS**, Weber County has received grant funds from the State of Utah to expand the Forensic Social Work program to provide services to Weber, Morgan, and Box Elder Counties; and

**WHEREAS**, Box Elder County has determined that it is in its interest to contract with Weber County for the provision of Forensic Social Work services;

**NOW THEREFORE**, for the reasons and purposes recited above, and in consideration of the mutual covenants and agreements contained herein, the parties do mutually agree and undertake as follows:

**SECTION ONE  
EFFECTIVE DATE AND TERM**

1. This agreement shall take effect on July 1, 2024 and shall remain in effect through June 30, 2026.
2. This agreement may be extended upon the provision of additional funding and mutual written agreement of both parties.

**SECTION TWO**  
**SCOPE OF SERVICES**

3. Weber County shall provide the following services to Box Elder County public defenders through the Forensic Social Work Division (“FSW Office”) of the Weber County Public Defender Group:

- a. **Coordinated Treatment Release.** The FSW Office will assist defense attorneys in finding the best possible treatment provider for their client as well as assisting them in overcoming barriers to participating in treatment. This service often includes the following:
  - i. seeking input from the defense attorney,
  - ii. reviewing the defendant’s criminal and clinical history,
  - iii. collecting and reviewing records,
  - iv. interviewing the defendant,
  - v. seeking input from people familiar with the defendant,
  - vi. coordinating with other entities (e.g. DSPD, the local mental health authority, reentry service providers, etc.),
  - vii. contacting treatment providers,
  - viii. addressing program funding, transportation, and housing,
  - ix. working with defense counsel to use treatment options in case resolution,
  - x. coordinating release from custody and acceptance into programming.
  
- b. **Competency Support.** Upon receiving a referral from defense counsel, the FSW Office will review relevant case documents, discuss the attorney’s competency-related concerns, and meet with the defendant for a face-to-face evaluation. After the evaluation, the FSW Office will provide written recommendations to the attorney to either move forward in filing for competency or provide specific feedback on how to manage the client and move forward with the case.

When the FSW Office recommends filing for competency, the FSW Office will coordinate with the appointed evaluator(s) to support their evaluation, including sharing relevant records that have been obtained by the FSW Office.

- c. **Complex Case and Mitigation Investigation.** In cases where the defense strategy requires an investigation of the defendant’s mental state at the time of the offense, including affirmative defenses such as Special Mitigation or Guilty with a Mental Condition, the FSW Office will be available to provide the services of a mitigation specialist. This service often includes the following:
  - i. reviewing discovery,
  - ii. reviewing the criminal and clinical history of the defendant,
  - iii. interviewing the defendant and obtaining record releases,
  - iv. arranging for regular communication with the defendant,
  - v. seeking and reviewing relevant medical, behavioral, educational, vocational, and corrections records,

- vi. interviewing those familiar with the defendant,
- vii. providing a write-up of each psychosocial interview and collateral interview to defense counsel
- viii. providing summaries of reviewed records to defense counsel,
- ix. facilitating regular meetings with all members of the defense team,
- x. opining on client management or competency concerns,
- xi. identifying issues that warrant retaining an expert and advise on the specific types of experts to retain,
- xii. providing support at court hearings, such as client management or support to the defendant's social support system.

Owing to workload constraints and the scope of the FSW Office pilot project, Complex Case and Mitigation Investigation referrals may not supplant existing county agreements and processes for capital homicide defense.

- d. **Community Referral.** The FSW Office will provide a single entity for all community stakeholders to proffer defendant-related information. This information will be collected by the FSW Office and furnished to defense counsel.
5. Services are available to Box Elder County public defenders on an as needed basis. Whenever a Box Elder County public defender desires assistance from a Weber County Forensic Social Worker, the attorney should contact the Weber County Public Defender Group and ask to speak with a Forensic Social Worker.

### **SECTION THREE COMPENSATION**

- 6. All of the services provided for under this agreement are covered by State grant funds.
- 7. In the event grant funding is not continued after June 30, 2026, the parties will discuss the possibility of compensation for continued services.

### **SECTION FOUR MISCELLANEOUS**

- 8. **Amendment.** This Agreement may be amended by written agreement of the parties, upon adoption of a resolution by each of the parties and approval as to form by each party's respective attorney, and upon meeting any other applicable requirements of the Interlocal Cooperation Act.
- 9. **Captions and Headings.** The captions and headings herein are for convenience of reference only and in no way define or limit the scope or intent of any sections or provisions of this agreement.

10. Counterparts. This agreement may be executed in counterparts, each of which shall be an original and all of which together shall constitute the same instrument.
11. Documents on File. Executed copies of this Interlocal Agreement shall be placed on file in the office of the keeper of the records of each party and shall remain on file for public inspection during the term of the agreement.
12. Employee Status and Legal Responsibility. Unless otherwise provided by law:
  - a. All independent contractors or personnel employed by Box Elder County are Box Elder County contractors or employees and not contractors or employees of Weber County, and are obligated to abide by all of the rules and regulations of Box Elder County.
  - b. All independent contractors and personnel employed by Weber County are Weber County contractors or employees and not contractors or employees of Box Elder County, and are obligated to abide by all of the rules and regulations of Weber County.
  - c. Each party retains full legal responsibility, in every way, for its contractors and employees, including employment claims by employees and all other claims related to its employees.
13. Entire Agreement. This agreement shall constitute the entire agreement between the parties. Any prior agreement or understanding regarding the subject matter of this agreement is made null and void by the execution of the agreement.
14. Indemnification. The parties are governmental entities under the Governmental Immunity Act of Utah, §§ 63G-7-101 to -904, as amended (the "Act"). There are no indemnity obligations between these parties.

Subject to and consistent with the terms of the Act, the parties shall be liable for their own negligent acts or omissions, or those of their authorized employees, officers, and agents while engaged in the performance of the obligations under this agreement, and neither party shall have any liability whatsoever for any negligent act or omission of the other party, its employees, officers, or agents.

Neither party waives any defenses or limits of liability available under the Act and other applicable law. Both parties maintain all privileges, immunities, and other rights granted by the Act and all other applicable law.

15. Laws of Utah. It is understood and agreed by the parties hereto that this agreement shall be governed by the laws of the State of Utah both as to interpretation and performance.
16. Non-Assignability. Neither party shall transfer or delegate any of its rights, duties, powers, or obligations under this agreement without the consent of the other party.
17. Severability of Provisions. If any provision of this agreement is found to be invalid or unenforceable, the remainder of the agreement shall remain enforceable and in effect,

unless the invalidation of the provision materially alters the agreement. If the invalidation of the provision materially alters the agreement, the parties shall negotiate in good faith to modify the agreement to match, as closely as possible, the original intent of the parties.

18. Additional Interlocal Cooperation Act Provisions. In satisfaction of the requirements of the Interlocal Cooperation Act ("Act"), the Parties agree as follows:
- a. This agreement shall be submitted to the attorney authorized to represent each party for review as to proper form and compliance with applicable law before the agreement may take effect.
  - b. This agreement shall be authorized and adopted by resolution by the legislative body of each party pursuant to and in accordance with § 11-13-202.5 of the Act.
  - c. Immediately upon execution of this agreement by the parties, either party may publish notice regarding this agreement pursuant to § 11-13-219 of the Act.
  - d. The parties agree that they are not creating an interlocal or separate entity by virtue of this agreement.
  - e. The parties agree that each party shall maintain separate ownership and control over its own real and personal property. Therefore, there will be no need for joint disposal of property upon the termination of the agreement.
  - f. In accordance with §§ 11-13-206 and -207 of the Act, Box Elder County appoints the Indigent Defense Coordinator and Weber County Appoints its Public Defender Director as its administrator for all matters relating to its participation under the terms of this agreement, unless the party notifies the other party in writing that it is designating a new administrator. To the extent that any administration of this agreement becomes necessary, the parties' administrators named above shall constitute a joint board for such purpose, and each party shall have an equal vote in any decision.
  - g. There is no joint budget. Each party shall supply at its own cost all contractors, personnel, equipment, supplies, and materials necessary to perform its obligations and intended actions as set forth in this agreement. Each party will be responsible for maintaining its own financial budget for both income and expenditures arising under this agreement.
  - h. This agreement shall not constitute a joint venture between the parties. No party shall serve as the legal representative or agent of the other party for any purpose. Neither party shall have power to assume or create, in writing or otherwise, any obligation or responsibility of any kind, express or implied, in the name of or on behalf of the other party. Neither party shall have any obligation with respect to the other party's debts or other liabilities.

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

[Signature Page Follows]

BOARD OF COUNTY COMMISSIONERS  
OF WEBER COUNTY

By \_\_\_\_\_

James "Jim" Harvey, Chair

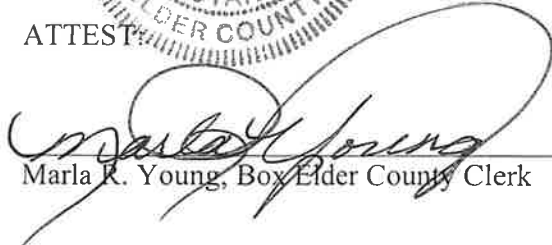
Date: \_\_\_\_\_

ATTEST:

\_\_\_\_\_  
Ricky Hatch, CPA  
Weber County Clerk/Auditor



ATTEST:

  
\_\_\_\_\_  
Marla R. Young, Box Elder County Clerk

BOARD OF BOX ELDER COUNTY  
COMMISSIONERS

By  \_\_\_\_\_

Lee Perry, Chair

Date: 8-14-24

RESOLUTION NO. 24-11

**A RESOLUTION OF THE BOX ELDER COUNTY COMMISSION AUTHORIZING THE IMPOSITION OF A 0.3% LOCAL OPTION SALES TAX FOR PUBLIC SAFETY PURPOSES PURSUANT TO §59-12-2216 OF THE UTAH CODE.**

WHEREAS, pursuant to the provisions of §59-12-2216(3)(b) of the Utah Code, Box Elder County is authorized to impose a local option sales and use tax for public safety purposes; and

WHEREAS, Box Elder County has a significant, increasing, and ongoing need of public safety funding in order to adequately protect the health, safety and welfare of the residents of Box Elder County, as well as those who work and visit in Box Elder County; and

WHEREAS, §59-12-2216 of the Utah Code provides for and authorizes Box Elder County to impose a sales and use tax of up to 0.3% for public safety purposes; and

WHEREAS, the Box Elder County Commission has found and determined that the imposition of such a tax is necessary to adequately protect the health, safety and welfare of those residing, working and visiting in Box Elder County, and that such a tax is in the best interests of and will protect the health, safety and welfare of the residents of Box Elder County;

NOW THEREFORE, BE IT RESOLVED by the County Legislative Body of Box Elder County, State of Utah, with 3 members present, and 3 members voting in favor thereof, as follows:

**Section 1.** Pursuant to and as authorized by §59-12-2216 of the Utah Code, a 0.3% sales and use tax for public safety purposes be imposed by Box Elder County.

**Section 2.** Upon passage of this resolution, this sales and use tax be requested for enactment by the Utah State Tax Commission to be allocated 100% for public safety purposes in Box Elder County.

**Section 3.** The effective date for implementation of this sales and use tax will be \_\_\_\_\_.


**Section 4.** This resolution shall take effect upon its adoption and publication.



PASSED AND ADOPTED this 14<sup>th</sup> day of August, 2024.



ATTEST

  
Marla Young, Clerk  
Box Elder County

  
Lee Perry, Chairman  
Box Elder County Commission